

CALIFORNIA COASTAL COMMISSION

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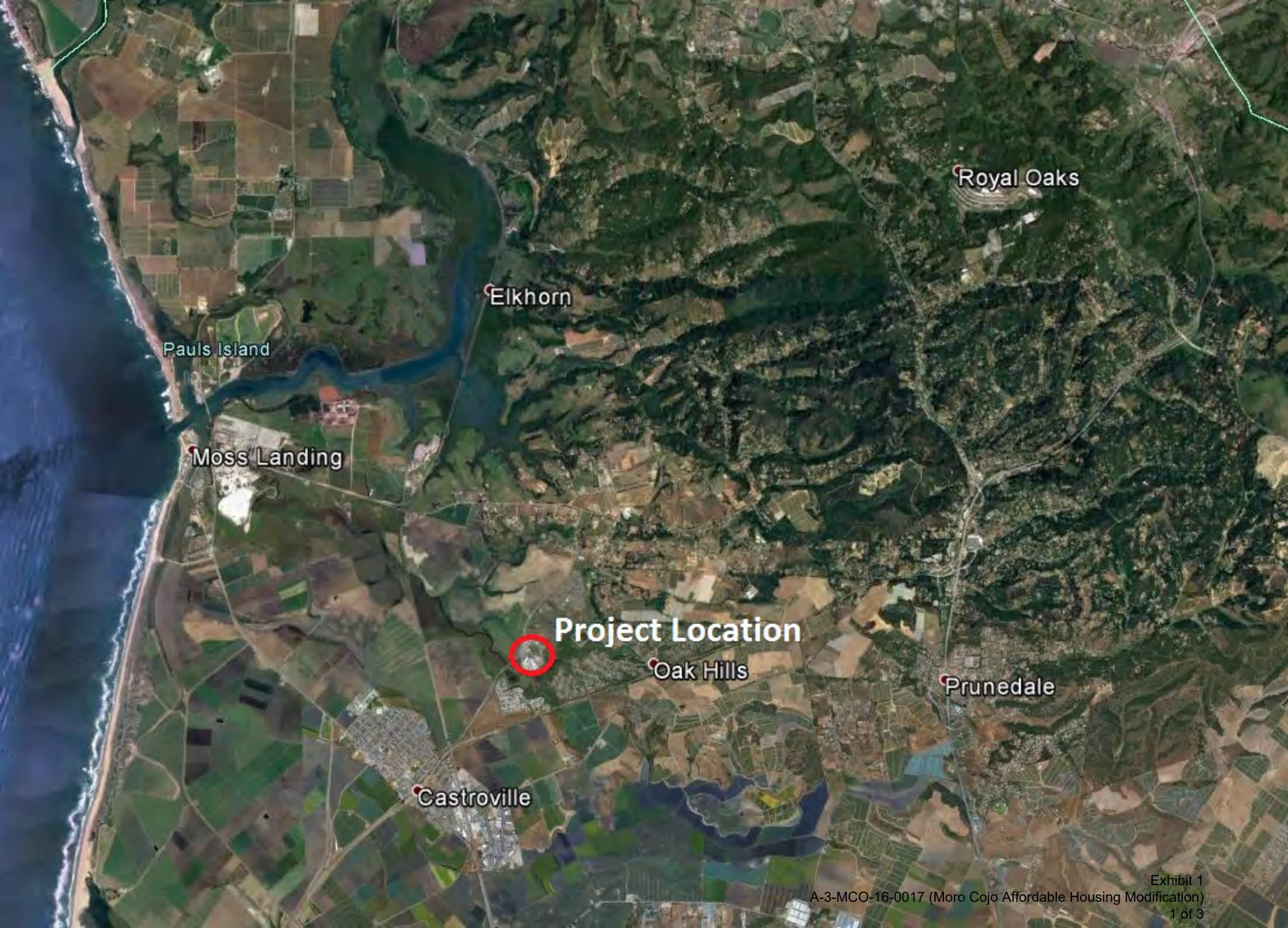
A-3-MCO-16-0017 (MORO COJO AFFORDABLE HOUSING MODIFICATION)

JULY 14, 2017

EXHIBITS

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Pauls Island

Moss Landing

Elkhorn

Royal Oaks

Project Location

Oak Hills

Prunedale

Castroville

An aerial photograph of a rural area with a mix of green fields, brown plowed land, and some scattered buildings. A red circle highlights a specific residential development in the center-right. The text "Project Location" is written in white above the circle.

Project Location



Monterey County RMA Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN120650

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This permit allows an amendment to Condition #99 of the approved Combined Development Permit (File No. SH93001) for the Moro Cojo Standard Subdivision. The amendment changes the term of the affordability restriction of 161 of the 175 single-family residences in the Subdivision from permanent to a 20-year term commencing on the date of the first deed of conveyance of each property from the developers to the original owners of the units. The amendment does not require that affordable housing units be provided to substitute for the subject 161 units for which the affordability requirement will be removed after the 20-year term. The amendment was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. (RMA - Planning Department)

Compliance or Monitoring Action to be Performed: The Owners of the subject 161 residential units shall adhere to the terms of the provisions of the amendment and the conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

Exhibit 2

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

The applicant shall record a Permit Approval Notice. This notice shall state:

"An amendment of Condition #99 of the Moro Cojo Standard Subdivision Combined Development Permit (Resolution Number 16-009) was approved by the Board of Supervisors on January 26, 2016. The amendment changes the term of the affordability restriction of 161 of the 175 single-family residences in the Subdivision from permanent to a 20-year term commencing on the date of the first deed of conveyance from the developers to the original owners of the units. As part of the approval of the amendment, the Board of Supervisors determined that replacement affordable housing units are not required to substitute for the subject 161 units for which the affordability requirement will be removed after the 20-year term. The amendment was granted subject to four (4) conditions of approval which run with the land. The list of properties, owners, addresses and assessor's parcels subject to the amendment is attached to this Notice. A copy of the permit is on file with the Monterey County RMA - Planning Department." Proof of recordation of this notice shall be furnished to the Director of the RMA - Planning Department prior to issuance of building permits or commencement of the use.

(RMA-Planning Department)

**Compliance or
Monitoring
Action to be Performed:**

Within 30 days of the final approval of the amendment by the Board of Supervisors the owners or their representative shall submit a signed and notarized Permit Approval Notice to the Director of RMA-Planning Department for review and signature by the County.

Proof of recordation of the Permit Approval Notice, as outlined, shall be submitted to the RMA-Planning Department.

3. PD004 - INDEMNIFICATION AGREEMENT

Responsible Department: RMA-Planning

**Condition/Mitigation
Monitoring Measure:**

The owners of the 161 residential units subject to the amendment of Condition #99 of the Moro Cojo Standard Subdivision Combined Development Permit agree as a condition and in consideration of approval of this discretionary development permit that they, or CHISPA where authorized by an owner, will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owners will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. If authorized by an owner, CHISPA may act on behalf of the owner to fulfill the obligations set forth in this condition. To the extent CHISPA is acting on behalf of an owner in fulfilling this condition, CHISPA shall submit to the Director of the RMA-Planning Department the owner's written authorization for CHISPA to act on their behalf.

(RMA - Planning Department)

**Compliance or
Monitoring
Action to be Performed:**

Within 30 days of the final approval of the amendment by the Board of Supervisors the owners shall submit a signed and notarized Indemnification Agreement to the Director of RMA-Planning Department for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the RMA-Planning Department within 30 days of the approval of the amendment.

4. REVISED AFFORDABILITY DEED RESTRICTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Each of the owners of the 161 properties subject to the amendment of Condition #99 of the Moro Cojo Standard Subdivision Combined Development Permit shall record a deed restriction for their property reflecting the amendment to the Condition. Specifically, the revised deed restriction must state that "The term of the affordability restriction is a 20-year term commencing on the date of the first deed of conveyance from the developers to the original owners of the units and shall terminate thereafter." The deed restriction shall indicate that the 20-year term supersedes the prior deed restriction. The form of the deed restriction shall be acceptable to the Director of Planning and County Counsel.

Compliance or Monitoring Action to be Performed: Within 30 days of the final approval of the amendment by the Board of Supervisors the owners shall submit a draft Deed Restriction to the Director of RMA -Planning Department for review as to form. Owners shall submit recording fee within the same period to pay the cost of recording all the documents.

For each of the 161 properties, for the amendment to take effect for that property, the owner(s) of that property must submit proof of recordation of the deed restriction.

137	133-095-057-000	9486 COMUNIDAD WY	REYES JOSE A & MARIA GUADALUPE DIAZ
138	133-095-058-000	9482 COMUNIDAD WY	VARGAS ANGEL & DELFINA &
139	133-095-059-000	9478 COMUNIDAD WY	ESPINOZA HECTOR & ANGELITA
140	133-095-061-000	9711 CORTEZ LANE	ANA YA MANUEL R & RAMONA V
141	133-095-070-000	9831 LOS ARBOLES CIR	PEREZ RIGOBERTO & JACQUELINE ZARAGOZA
142	133-095-071-000	9835 LOS ARBOLES CIR	ENRIQUEZ LETICIA MUNOZ
143	133-095-072-000	9839 LOS ARBOLES CIR	SALDIVAR AGUSTIN & LAURA
144	133-095-073-000	9843 LOS ARBOLES CIR	GUZMAN FLORENTINO
145	133-095-078-000	9708 CORTEZ LN	FONCE JOSE R & MARIA G
146	133-095-079-000	9712 CORTEZ LANE	BERMUDEZ PEDRO & MARIA E
147	133-095-080-000	9716 CORTEZ LANE	ARANGO ALEJANDRO & ILDEGARDA
148	133-095-081-000	9720 CORTEZ LANE	CASTILLO KAMIRO & ROSARIO
149	133-094-058-000	9760 CORTEZ LN	CAMPOS (S) HECTOR S & GRISELDA
150	133-094-059-000	9764 CORTEZ LN	SUBRAMANI GOPAL & KAMAL
151	133-094-062-000	9689 ESPERANZA CIR	CAMPOS JAVIER & MARIA D
152	133-094-063-000	9685 ESPERANZA CIR	URIBE MIGUEL & LETICIA O
153	133-094-064-000	9681 ESPERANZA CIR	ORTIZ (A) GONZALO & ANGELICA ORTIZ
154	133-094-065-000	9677 ESPERANZA CIR	TINOCO (F) JOSE LUIS & EMELIA TINOCO
155	133-095-045-000	9457 COMUNIDAD WY	RODRIGUEZ JOSE G & EDWIGES
156	133-094-068-000	9555 VIVA LN	SERRATO CLAUDIO H & LIDIA L
157	133-094-069-000	9551 VIVA LN	REYES JOSE F & ANGELINA
158	133-094-071-000	9543 VIVA WAY	MACIAS FRANCISCO & TERESA
159	133-094-072-000	9539 VIVA LN	TORRES LUZ DELIA
160	133-094-073-000	9535 VIVA LANE	SOLORZANO JUAN R & MARIA J
161	133-094-018-000	9562 VIVA LN CASTROVILLE CA 95012	ALONDRA VASQUEZ

91	133-095-075-000	9851 LOS ARBOLES CIR	RESENDIZ SEBASTIAN & GISELA
92	133-094-054-000	9878 LOS ARBOLES CIR	SANCHEZ JOSE ANGEL & MARTHA
93	133-095-063-000	9834 LOS ARBOLES CIR	ACOSTA MARIO M & ELENA
94	133-095-069-000	9858 LOS ARBOLES CIR	CAMPOS PABLO & ROSALINDA ALBARRAN
95	133-095-067-000	9850 LOS ARBOLES CIR	RIVERA GLORIA CRISTINA
96	133-095-066-000	9846 LOS ARBOLES CIR	ESPINOZA JESUS P & EVANGELINA
97	133-095-085-000	9736 CORTEZ LN	DE GUZMAN MARIA S & SORIA MARIO ALBERTO GUZMAN
98	133-095-068-000	9854 LOS ARBOLES CIR	JUAREZ MIGUEL & RUTH
99	133-094-048-000	9866 LOS ARBOLES	LOPEZ ARNULFO & SUSANNAH RAINE LOPEZ
100	133-095-064-000	9838 LOS ARBOLES CIR	MARTINEZ JESUS & MARGARITA
101	133-095-084-000	9732 CORTEZ LN	MONTANO ARTURO R & HILDA Z
102	133-095-082-000	9724 CORTEZ LN	PEREZ RAUL G & YOLANDA
103	133-094-047-000	9862 LOS ARBOLES CIR	ROCHA RAMON & LETICIA
104	133-095-065-000	9842 LOS ARBOLES CIR	ROCHA ROBERTO F & MARGARITA
105	133-095-062-000	9830 LOS ARBOLES CIR	MENDOZA HERMILA GOMEZ
106	133-095-083-000	9728 CORTEZ LN	ZAMORA JAVIER & BLANCA E
107	133-095-011-000	9132 LOS NINOS PL	CARDENAS OLGA
108	133-095-055-000	9494 COMUNIDAD WY	ATILANO MARIA CRISTINA LOPEZ
109	133-095-012-000	9128 LOS NINOS PLACE	BARBOSA PANFILO M & ISAUARA
110	133-095-010-000	9136 LOS NINOS PL	BERMUDEZ MARIA LOURDES
111	133-095-002-000	9168 LOS NINOS PL	BOSE HERMENEGILDO C & VIRGINIA M
112	133-095-004-000	9160 LOS NINOS PL	CARTER HOWARD J
113	133-095-005-000	9156 LOS NINOS PL	MARAVILLA-BAROCIO HUMBERTO & MARAVILLA MARIA GLORI
114	133-095-006-000	9152 LOS NINOS PL	PORRAS-GUTIERREZ ROSALIO
115	133-095-009-000	9140 LOS NINOS PL	MUNOZ EDGAR L & CRISTINA
116	133-095-003-000	9164 LOS NINOS PL	PALACIOS JUAN M & SILVIA A
117	133-095-013-000	9124 LOS NINOS PL	ROSAS JOEL & PATRICIA
118	133-095-001-000	9172 LOS NINOS	VILLAGOMEZ JOSE MANUEL & ROSARIO G
119	133-094-037-000	9304 CAMPO DE CASA DR	DIAZ BERTHA
120	133-094-038-000	9300 CAMPO DE CASA DR	RESENDIZ J JUAN & ROSA MARIA
121	133-094-039-000	9696 CAMPO DE CASA DR	CASTRO JOSE JUAN & ROSALBA CASTRO NERI
122	133-095-035-000	9417 COMUNIDAD WY	ALFARO ROBERTO
123	133-095-037-000	9425 COMUNIDAD WY	ALFARO TOMAS & PATRICIA
124	133-095-038-000	9429 COMUNIDAD WY	CERVANTES CARMEN LUCIA & VARGAS OSVALDO GONZALEZ
125	133-095-039-000	9433 COMUNIDAD WY	MARTINEZ CARLOS HERNANDEZ & LAURA ROSALES
126	133-095-040-000	9437 COMUNIDAD WY	MARTINEZ ANTONIA & MARTINEZ JULIO CESAR
127	133-095-041-000	9441 COMUNIDAD WY	ALCARAZ TRINIDAD & YOLANDA RAYA
128	133-095-046-000	9461 COMUNIDAD WY	CHAVARIN FERMIN & ROSARIO
129	133-095-047-000	9465 COMUNIDAD WY	ORTIZ ALFREDO & LUISA
130	133-095-048-000	9469 COMUNIDAD WY	BENITEZ PABLO & MARIA
131	133-095-049-000	9473 COMUNIDAD WY	ZAVALA JOSE L & MARIA G
132	133-095-050-000	9477 COMUNIDAD WY	CUENTAS FRANCISCO & ROSA M
133	133-095-051-000	9481 COMUNIDAD WY	CUELLAR SALVADOR & MARIA
134	133-095-052-000	9485 COMUNIDAD WY	NIETO J MANUEL RESENDIZ & OFELIA MONTOTOYA MALDONADO
135	133-095-053-000	9489 COMUNIDAD WY	ROCHA ANDRES & GRACIELA
136	133-095-056-000	9490 COMUNIDAD WY	CARPIO LUISA & MANUEL CARPIO G

45	133-094-089-000	9633 ESPERANZA CIR	JAHEN JUAN CARLOS & MARIA G ZEPEDA
46	133-094-013-000	9542 VIVA LN	JIMENEZ ANGEL H & DELMY A
47	133-094-014-000	9546 VIVA LANE	MARIN JOSE RAUL & MARIA LETICIA
48	133-094-077-000	9640 ESPERANZA CIR	MARTINEZ GUADALUPE & ELVIRA NAVARRO
49	133-094-076-000	9523 VIVA LN	MELGOZA VICTOR R & MARIA J
50	133-094-012-000	9538 VIVA LN	MONTEIANO JOEL & LUISA
51	133-094-087-000	9625 ESPERANZA CIR	MUNOZ AZUCENA C & JOSE LUIS MUNOZ P
52	133-094-090-000	9637 ESPERANZA CIR	RODRIGUEZ ANSELMO & ANA G CHAVEZ
53	133-094-088-000	9629 ESPERANZA CIR	VALENZUELA JOSE REFUGIO & BERTHA
54	133-094-074-000	9531 VIVA LN	PEREZ ALVINA AGUILAR & AGUILAR NOELIA
55	133-095-034-000	9708 CAMPO DE CASA	ALVAREZ LORENZO & ODILVINA DE ALVAREZ
56	133-095-031-000	9220 CAMPO DE CASA DR	DE ANDA MIGUEL CAMARENA & CARMEN CAMARENA
57	133-095-032-000	9216 CAMPO DE CASA	CORONA FERNANDO & ANA MARIE
58	133-095-018-000	9219 CAMPO DE CASA DR	DELGADO TRINIDAD & LORENA
59	133-095-016-000	9211 CAMPO DE CASA DR	DIAZ OTONIEL
60	133-095-015-000	9207 CAMPO DE CASA DRIVE	DE FLORES MARTHA VENTURA & JESUS FLORES C
61	133-095-014-000	9120 LOS NINOS PL	GONZALEZ FEDERICO & ANTONIA OLIVARES
62	133-095-020-000	9227 CAMPO DE CASA DR	GUERRERO MELDA SANCHEZ & ARMANDO GUERRERO
63	133-095-019-000	9223 CAMPO DE CASA DR	HUERTA JOSE & MARTHA C
64	133-095-017-000	9215 CAMPO DE CASA DR	MELGOZA AURELIO & MARGARITA
65	133-095-030-000	9224 CAMPO DE CASA DR	NICASIO OLIVARES
66	133-095-029-000	9228 CAMPO DE CASA DR	RODRIGUEZ ALBERTO & MARTHA
67	133-094-085-000	9672 ESPERANZA CIR	BAGHMAN SCOTT ALAN
68	133-094-056-000	9752 CORTEZ LANE	CAMACHO MIGUEL & CATALINA
69	133-094-060-000	9571 VIVA LANE	CARRILLO AURELIO
70	133-094-019-000	9566 VIVA LN	CORTES LUIS FERNANDO & CIRIA
71	133-094-061-000	9693 ESPERANZA CIR	CRUZ JENNIFER LYNN
72	133-094-067-000	9559 VIVA LN	GARCIA JUAN M
73	133-094-081-000	9656 ESPERANZA CIR	GUIDO JESUS & GUILLERMINA GUTIERREZ
74	133-094-079-000	9648 ESPERANZA CIR	PEREZ ROBERT J & ESTEE L
75	133-094-084-000	9668 ESPERANZA CIR	MELGOZA EVERARDO & MARIA INES MELGOZA
76	133-094-066-000	9575 VIVA LN	SANCHEZ SALVADOR & PATRICIA
77	133-094-082-000	9660 ESPERANZA CIR B14	SUAREZ RAMIRO & MAGDALENA
78	133-094-086-000	9676 ESPERANZA CIR	ZAMORA RAMIRO & ALICIA TRS
79	133-094-055-000	9882 LOS ARBOLES CIR	ALCALA MARIA O
80	133-094-051-000	9867 LOS ARBOLES CIR	BERMUDEZ RUBEN & ANA M
81	133-095-054-000	9493 COMUNIDAD WY	CAMACHO JOEL & MARIA LUISA
82	133-094-034-000	9316 CAMPO DE CASA DR	LOPEZ JAVIER CEJA & MARISOL CEJA
83	133-095-074-000	9847 LOS ARBOLES CIR	FERNANDEZ FLORA TR
84	133-094-050-000	9863 LOS ARBOLES CIR	CONTRERAS FERNANDO VICENTE
85	133-095-060-000	9715 CORTEZ LN	KEEN IVY MARIE & KEEN SAVANNA
86	133-094-049-000	9870 LOS ARBOLES CIR	LIRA MIGUEL ANGEL & CLARA OFELIA
87	133-094-053-000	9744 CORTEZ LN	MANZO AURELIANO ET AL
88	133-095-076-000	9855 LOS ARBOLES CIR	MAGANA JESUS & GRACIELA
89	133-094-052-000	9740 CORTEZ LN	GALINDO MIROSLAVA & ENRIQUE MEDINA G
90	133-095-077-000	9859 LOS ARBOLES CIR	PARRA JOSE LUIS JR & KATHERINE MICHELLE TRS

No.	Assessor Parcel Number (APN)	Street Address	Name of Property Owner
1	133-095-022-000	9235 CAMPO DE CASA DR	AGUILAR JUAN M & AGUILAR ROSA HERRERA
2	133-095-021-000	9231 CAMPO DE CASA DR	ALDAMA ALFREDO G & RAQUEL M
3	133-094-004-000	9259 CAMPO DE CASA DR	ALVAREZ CLEMENTE & SANDRA
4	133-094-002-000	9251 CAMPO DE CASA DRIVE	ASCENCIO ARMANDO & MARIA E RIVERA
5	133-095-024-000	9245 CAMPO DE CASA DR	CASTRO (G) JOSE G & MARIA CASTRO
6	133-094-003-000	9255 CAMPO DE CASA DR	CRUZ JOSE HECTOR & SOFIA
7	133-095-025-000	9244 CAMPO DE CASA DRIVE	GASCA ELEAZAR & ROSA ISELA AGUILAR
8	133-095-028-000	9232 CAMPO DE CASA DR	GASCA ERNESTO & ALVARADO ARACELE
9	133-095-023-000	9239 CAMPO DE CASA DR	GUZMAN LUIS G & JUANA ORTEGA
10	133-095-027-000	9236 CAMPO DE CASA DR	PENA ISIDORO R & MARTHA LILIA
11	133-095-026-000	9240 CAMPO DE CASA DR	REGALADO LEONEL C & BERENICE
12	133-094-046-000	9256 CAMPO DE CASA DR	RODRIGUEZ SAMUEL & MARTHA
13	133-094-033-000	9263 CAMPO DE CASA	HERRERA ALDOLFO & IRMA
14	133-094-001-000	9247 CAMPO DE CASA DRIVE	VALENCIA JOAQUIN & AIZAETA
15	133-094-031-000	9271 CAMPO DE CASA DR	FUENTES CRISTINA & JULIAN FUENTES V
16	133-094-045-000	9272 CAMPO DE CASA DRIVE	JIMENEZ ELEAZAR & MARIA ROSA
17	133-094-006-000	9514 VIVA LN	JIMENEZ RODOLFO & FELIPA A
18	133-094-008-000	9522 VIVA LANE	LOPEZ JOSE T & ANTONIA
19	133-094-009-000	9526 VIVA LN	MAGANA JOSE & TERESITA
20	133-094-007-000	9518 VIVA LN	MARROQUIN MARTIN J & TERESA Y
21	133-094-010-000	9530 VIVA LN	PONCE JUAN & ANA M
22	133-094-032-000	9267 CAMPO DE CASA DR	RAMIREZ JESUS LARA & SILVIA FERNANDEZ
23	133-094-029-000	9279 CAMPO DE CASA DR	SALGADO MANUEL P & ESTHER
24	133-094-003-000	9280 CAMPO DE CASA DR	SANCHEZ COSME & ARCELIA
25	133-094-030-000	9275 CAMPO DE CASA DR	SANCHEZ MARIO T & ELVA
26	133-094-044-000	9276 CAMPO DE CASA DR	TOSTADO MANUEL & YOLANDA
27	133-094-042-000	9284 CAMPO DE CASA DRIVE	VAZQUEZ JESUS M & ALBINA C
28	133-094-023-000	9303 CAMPO DE CASA DR	DUCUSIN NAPOLEON I & LIGAYA
29	133-094-017-000	9558 VIVA LN	GARCIA REFUGIO & MA CONSUELO GARCIA
30	133-094-028-000	9283 CAMPO DE CASA DRIVE	GONZALEZ RIVIANO & IRMA
31	133-094-022-000	9307 CAMPO DE CASA DR	RUIZ RAYMUNDO HERNANDEZ & CONSUELO
32	133-094-041-000	9288 CAMPO DE CASA DR	IBARRA JAVIER & MARIA G QUINTERO
33	133-094-016-000	9554 VIVA LANE	LUNA BERNARDO & CLAUDIA
34	133-094-026-000	9291 CAMPO DE CASA DR	MONTOYA JUAN G
35	133-094-024-000	9299 CAMPO DE CASA DR	PICAZO ROJELIO M & MARIA G
36	133-094-040-000	9292 CAMPO DE CASA DRIVE	RAMIREZ (H) LUIS
37	133-094-020-000	9315 CAMPO DE CASA DR	RAMIREZ RODOLFO & BERTHA A
38	133-094-027-000	9287 CAMPO DE CASA	ROCHA ARMANDO & ANA ISABEL
39	133-094-021-000	9311 CAMPO DE CASA DR	RODRIGUEZ EFREN VIRGEN & CLAUDIA VERONICA
40	133-094-025-000	9295 CAMPO DE CASA DR	SANCHEZ ISABEL & ROBERTO SANCHEZ A
41	133-094-075-000	9527 VIVA LANE	MUNOZ JORGE AQUINO
42	133-094-015-000	9550 VIVA LN	HERNANDEZ RAMON
43	133-094-011-000	9534 VIVA LN	HERNANDEZ BERTHA A TR
44	133-094-078-000	9644 ESPERANZA CIR	IBARRA FELIPE & MA EUGENIA BRAVO

OWNERS, ADDRESSES AND ASSESSOR'S PARCEL NUMBERS OF
RESIDENTIAL UNITS SUBJECT TO APPROVED AMENDMENT











THE FACTS ABOUT RANCHO MORO COJO, AN AFFORDABLE HOUSING SUBDIVISION IN NORTH MONTEREY COUNTY

Rancho Moro Cojo presents a unique opportunity to create a significant number of new homes for low-income families in north Monterey County. Although hundreds of workers in the Castroville area earn below the County median income, virtually nothing has been done in north Monterey County to provide safe, decent, affordable housing for low-income households. Consider the following:

- Carmel Valley has absorbed over 200 low-income units;
- Monterey has over 170 low-income units;
- Salinas, Gonzales, Soledad, Greenfield and King City have encouraged the development of hundreds of affordable housing units.

It is important to note that there are **no other sites available** in north Monterey County which are suitable for developing affordable housing. The Rancho Moro Cojo subdivision proposed by CHISPA presents perhaps the **only opportunity to meet the need for affordable housing** in this area.

Rancho Moro Cojo, which comprises two separate parcels totaling 188 acres, is located on Castroville Boulevard. The site's current zoning allows for the development of up to **five units per acre**. The zoning allows for more than 600 units; CHISPA is proposing only 375 units. Most of the site will remain as **open space**.

CHISPA's proposal includes:

- 100 senior units located on a 53-acre parcel. These units will utilize only **10** of the available acres.
- 90 multi-family units, and
- 175 single family homes on the 125-acre parcel. These units will utilize only **42** of the available acres.
- **136** of the 188 acres will remain **open space**.

The following is a summary of the potential impacts on water and traffic as cited in the EIR. CHISPA has contracted with **experienced, qualified traffic, water, wetland and animal habitat consultants** to prepare detailed plans for **minimizing these impacts**. Please note that CHISPA is **required** to mitigate the potential development impacts described in the EIR. These issues, however, must be considered in the larger context of the **great need for affordable housing and the lack of available sites in North Monterey County**.

IMPACT ON TRAFFIC:

The project might cause degradation in the reserve capacity at the State Highway 156/Castroville Boulevard intersection, at the State Highway 1/State Highway 183 intersection, and at the Castroville Boulevard/San Miguel Canyon Road intersection;

impact on the operation of two new intersections on Castroville Boulevard; and increased demand for public transit and bicycle trails.

RESPONSES:

- CHISPA recognizes that many residents are concerned about existing traffic issues in the area. The County assesses fees on new housing units to improve the capacity of the roadways. The traffic fees for Rancho Moro Cojo will not only **reduce the impact of the new units**, but also will help **resolve current traffic issues**. However, neither CHISPA nor low-income families should have to accept the burden of solving all of the existing traffic problems.
- As a community-based non-profit developer, CHISPA's goal is to serve **families who work and reside in North County** and who live in substandard conditions or pay a high percentage of income for housing. Unlike most "market rate" developers, CHISPA is **not interested** in attracting homebuyers from other areas. Since CHISPA's goal is to serve current residents of north Monterey County, the project's traffic impact likely will be **less** than described in the EIR.
- CHISPA is proposing a van service to take elderly residents of the senior housing project to nearby commercial and residential centers. The subdivision will also include extensive, well-marked bicycle trails for an alternative source of transportation.

IMPACT ON WATER:

There is a potential for increased net groundwater pumping near Castroville and increased rate of seawater intrusion near the project area.

RESPONSES:

- The property was previously used to grow strawberries. **Forty acres of strawberries** utilize the **same amount of water** as would the **365 unit development**. The site has nearly **150 acres** of usable growing land. If CHISPA did **not** develop the housing project and **instead** returned the site to its historical use, that of **growing strawberries**, the impact on water would be **significantly greater than** that of the proposed project.
- The project will obtain water from **California Water Services Company's wells** located in **Oak Hills**. These are located **uphill** and in the **opposite direction** from the **seawater intrusion**, which is flowing **downhill** and in a southeasterly direction toward the **lowest elevation** in the underground aquifer. The estimated water use for Rancho Moro Cojo represents **only a .4% increase** in the **current** overdraft. The **majority** of the **overpumping** in the area is for **agricultural uses**.
- CHISPA is considering alternatives to **reduce water usage** including retrofitting homes in north Monterey County.

The EIR also sites other impacts. As with the traffic and water issues discussed here, CHISPA is working with qualified consultants to develop and implement mitigation measures in accordance with state and County laws and with the recommendations of EIR.

STATEMENT OF OVERRIDING CONSIDERATIONS

After considering all the evidence, both oral and documentary, contained in the record, the Board of Supervisors hereby finds that the conditions of approval contained in this project eliminate or substantially lessen all significant effects on the environment to the extent feasible.

If it is later determined that the mitigations imposed by the Board of Supervisors do not mitigate the impacts of this project to a level of insignificance, the Board hereby finds that any remaining significant effects on the environment found to be unavoidable under §15091 are acceptable due to overriding considerations.

The Board of Supervisors, as the decision-makers on this project have balanced the benefits of the proposed project against its environmental impact and determined that benefits of the proposed project outweigh any unavoidable adverse environmental effects.

Specifically, the Board finds that Northern Monterey County and Castroville, specifically, suffers from an acute need for affordable housing.

Specifically, 1990 U.S. Census data provided by the Monterey County Department of Building Inspection and Planning indicate that (1) Castroville has a lower percentage of homeowner opportunities available, (2) that the median household income for Castroville is only eighty percent (80%) of the County's median income, (3) that the percentage of persons living below the poverty level is twice that for the remainder of the County, (4) that the vacancy rate in Castroville is lower than for the remainder of the County, and (5) that the percentage of overcrowding in rental units in the Castroville area is twice that of Monterey County as a whole.

The Monterey County Housing Element also indicates that the vacancy rate for rental units in the unincorporated area of Monterey County has declined from one and ninety-two one hundredths percent (1.92%) in 1980 to one and twenty-seven one hundredths

percent (1.27%) in 1990, giving the unincorporated area the lowest overall vacancy rate in the entire County. According to the Monterey County Housing Element, the effective vacancy rate in the County is far below what is considered to be balanced housing market where supply equals demand. As a result, the demand for available rental units has driven the cost up of rental housing and allowed substandard housing to be rented at excessive rental rates.

Substantial evidence in the record illustrates that the average rental rate for housing in North Monterey County is almost double the rate affordable to persons of low and moderate income.

The Association of Monterey Bay Area Governments projected that over two thousand nine hundred (2,900) low- and very low-income housing units would be required to meet the housing needs of low-income households prior to 1996. Less than ten percent (10%) of those units have been built.

The Monterey County Housing Authority has stated that there are six thousand five hundred sixty-nine (6,569) eligible families on the Section 8 waiting list. Almost five hundred (500) of those families currently reside in Castroville.

Based on a survey conducted in North Monterey County, there is also a severe over-crowding condition existing in the available housing stock.

Therefore, the Board finds that in the event it is determined that the significant effects identified in the Final EIR are not at least substantially mitigated, the Board of Supervisors hereby adopts a Statement of Overriding Consideration that the benefits of the proposed project on the available housing in Monterey County outweigh any potential unavoidable adverse environmental effects of the project.

Michael W. Stamp, State Bar #72785
LAW OFFICES OF MICHAEL W. STAMP
500 Camino El Estero, Suite 200
Monterey, CA 93940-3200
Telephone: (408) 373-1214

Jane Haines, State Bar #126751
LAW OFFICES OF JANE HAINES
614 Lighthouse Avenue, Suite G
Pacific Grove, CA 93950
Telephone: (408) 372-6665

Attorneys for Petitioners and
Plaintiffs Alliance to Enforce
Mandates and David H. Green

NOV 28 1995

RECEIVED
CLERK OF THE SUPERIOR COURT
J. H. Haines

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

ALLIANCE TO ENFORCE MANDATES)	No. 102344
GOVERNING PROJECT REVIEW)	
PROCEDURES AND WATER AND TRAFFIC)	SETTLEMENT AGREEMENT AND
STANDARDS, AND DAVID H. GREEN,)	STIPULATION FOR JUDGMENT;
)	JUDGMENT
Petitioners and Plaintiffs,)	
)	
vs.)	
)	
COUNTY OF MONTEREY; BOARD OF)	
SUPERVISORS OF THE COUNTY OF)	
MONTEREY; ROBERT SLIMMON, JR.,)	
DIRECTOR OF PLANNING AND)	
BUILDING INSPECTION, IN HIS)	
OFFICIAL CAPACITY; DOES 1 - 100,)	
)	
Respondents and Defendants,)	
)	
COMMUNITY HOUSING IMPROVEMENT)	
SYSTEM & PLANNING ASSOCIATION,)	
INC., DOES 101 - 200,)	
)	
Real Parties in Interest.)	

This Settlement Agreement and Stipulation for Judgment is made
and entered into this ____ day of November, 1995, by and between
Alliance to Enforce Mandates Governing Project Review Procedures
and Water and Traffic Standards, and David H. Green (collectively

Exhibit "C" 1

1 referred to as Petitioners); the County of Monterey, and Robert
2 slimmon, Jr. (collectively referred to as County); and Community
3 Housing Improvement System and Planning Association, Inc. (CHISPA).

4 Recitals

5 1. On December 20, 1994, the County adopted resolutions
6 approving combined development permits for the Moro Cojo Standard
7 Subdivision Development and the Moro Cojo Senior Housing
8 Development projects, and certifying the environmental impact
9 report for those projects. The project approvals contain 203 terms
10 and conditions of approval ("conditions of approval").

11 2. On January 20, 1995, Petitioners filed suit in Monterey County
12 Superior Court, challenging the approvals for the project.
13 Petitioners filed amended Petitions on February 17, 1995, and
14 June 5, 1995.

15 3. The parties have participated in settlement discussions at
16 various times since February, 1995.

17 4. The parties, in order to avoid protracted litigation and for
18 the purpose of settling the disputes which currently exist, have
19 agreed to settle this litigation upon the terms and conditions
20 contained in this Settlement Agreement and Stipulation for
21 Judgment.

22 In consideration of the foregoing recitals and the mutual
23 covenants and promises of the parties as contained in this
24 Settlement Agreement and Stipulation for Judgment, the parties
25 agree as follows:

26 //

27 //

28 //

AGREEMENT

1. The 103 conditions of approval for the projects are reaffirmed and shall be made part of the judgment herein, and shall not be deleted, altered, modified, or revised, except as specifically provided herein.

2. The parties stipulate that the County shall interpret the conditions of approval to provide that the projects have been approved for 175 single family homes for low income (80% of median income) families, 90 multi-family rentals for very low income (average of 50% of median income) families and a maximum of 100 affordable rental units for seniors.

3. Condition 99 of the conditions of approval, as interpreted by Paragraph 2 of this Settlement Agreement, shall be a permanent deed restriction on the project parcels, and shall not be subordinated to any financing, encumbrance, loan, development agreement, contract, lease or other document.

4. The parties stipulate that voter approval for the projects is not required under Article 34 of the California Constitution.

5. Petitioners, through their counsel, will receive thirty (30) days' actual notice of any public hearing of the County Board of Supervisors, Planning Commission or other County public body on any matter relating to the approval of the final map, or any condition of approval, or any modification of any condition of approval.

Failure to give such notice shall render voidable any County action taken which does not confirm with this paragraph.

6. In regard to any application or request for any modification of any condition of approval, the parties agree as follows:

- 1 A. The County shall not initiate any modification of any
2 condition of approval;
- 3 B. Should the applicant request any modification of any
4 condition of approval, the applicant shall have the
5 burden of producing substantial evidence to support its
6 request for said modification;
- 7 C. Where appropriate under the California Environmental
8 Quality Act, any proposed change shall receive an initial
9 review of its environmental effects.
- 10 Any decision made by the County pursuant to this Agreement
11 shall be reviewable in the Superior Court in the manner permitted
12 by law. The Superior Court expressly retains jurisdiction over the
13 parties and the subject matter in order to effectuate the terms and
14 purposes of this Settlement Agreement.
- 15 7. Petitioners, County, and CHISPA release each other from any
16 and all claims, causes of action, and demands arising out of this
17 litigation, including any claims for attorney's fees or costs,
18 except as specifically provided in this Agreement.
- 19 8. The parties agree that this is a negotiated settlement, and is
20 not an admission by any party of anything.
- 21 9. CHISPA agrees to pay Petitioners the sum of \$10,000 within
22 fifteen (15) days of the entry of judgment pursuant to this
23 Settlement Agreement and Stipulation for Judgment. In all other
24 respects and amounts, all parties waive any claims they may have
25 against any other party for attorneys' fees and costs, and each
26 party agrees to bear its own costs and fees.
- 27 10. The parties stipulate that the Superior Court may enter
28 judgment on the terms and conditions contained herein.

11. All notices to be given pursuant to this Agreement shall be given by first class mail or by personal delivery to the following persons:

For Petitioners:

Michael W. Stamp
LAW OFFICES OF MICHAEL W. STAMP
500 Camino El Estero, Suite 200
Monterey, CA 93940

and

Jane Haines
LAW OFFICES OF JANE HAINES
614 Lighthouse Avenue, Suite G
Pacific Grove, CA 93950

For County:

Board of Supervisors
County of Monterey
240 Church Street
Salinas, CA 93902

and

Office of the County Counsel
County of Monterey
Post Office Box 1587
Salinas, California 93902-1587

For CHISPA:

Executive Director
Community Housing Improvement
System and Planning
Association, Inc.
600 E. Market Street
Salinas, CA 93905

and

Anthony Lombardo
Anthony Lombardo & Associates
Post Office Box 2119
Salinas, California 93902

DATED: November 20, 1995

Alliance to Enforce Mandated
Governing Project Review
Procedures and Water and Traffic
Standards

By: 

Authorized Representative

1 DATED: November 20, 1995

David Green
David Green

2
3
4 DATED: November 21, 1995

County of Monterey

5
6 By: Tom Perkins
Chair of the Board of Supervisors

7
8
9 DATED: November 20, 1995

Robert Slimmon, Jr.
Robert Slimmon, Jr.

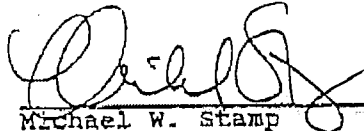
10
11 DATED: November 20, 1995

Community Housing Improvement
System and Planning
Association, Inc. (CHISPA)

12
13
14 By: Donald Ozenbaugh, Jr.
Donald Ozenbaugh, Jr.

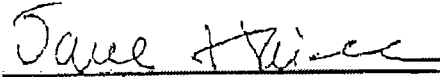
1 APPROVED AS TO FORM:

2 DATED: November 20, 1995



MICHAEL W. STAMP
LAW OFFICES OF MICHAEL W. STAMP
Attorney for Petitioners

6 DATED: November 16, 1995



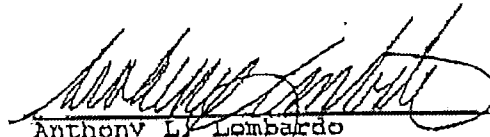
JANE HAINES
LAW OFFICES OF JANE HAINES
Attorney for Petitioners

11 DATED: November 20, 1995



DOUGLAS C. HOLLAND
COUNTY COUNSEL
Efren M. Iglesia
SENIOR DEPUTY COUNTY COUNSEL
Attorneys for Respondents

16 DATED: November 20, 1995

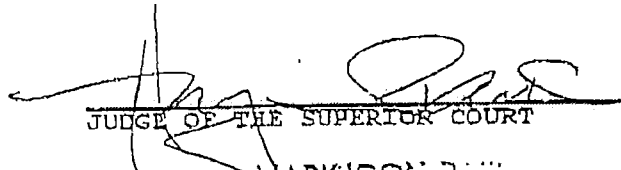


ANTHONY L. LOMBARDO
ANTHONY LOMBARDO & ASSOCIATES
Attorneys for CHISPA

21 JUDGMENT

22 IT IS SO ORDERED.

23 DATED: NOV 28 1995



25 JUDGE OF THE SUPERIOR COURT

26 MARK JOON PARK

Recording Requested by and
When Recorded, Mail To:

Monterey County Planning and
Building Inspection Department
Post Office Box 1208
Salinas, CA 93906

Bruce A. Reeves
Monterey County Recorder
Recorded at the request of
Filor

CROLIE
10/13/1997
10:44:56

DOCUMENT: 9759925



Titles: 1 / Pages: 6

Fees...	21.00
Taxes..	
Other...	
AMT PAID	21.00

Permit No. : SH 93001 & SH 93002
Applicant Name : CHISPA
Project Planner : Jacqueline Onciano

DEED RESTRICTION

I. WHEREAS, on this 22nd day of September, 1997, **COMMUNITY HOUSING IMPROVEMENT SYSTEMS AND HOUSING ASSOCIATION, INC.**, a non-profit public benefit corporation, **EL CERRITO TOWNHOMES**, a California Limited Partnership and **MORO LINDO TOWNHOMES**, a California Limited Partnership, hereinafter referred to as owner(s), is the record owner of the following real property:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

hereinafter referred to as "the subject property"; and

II. WHEREAS, Monterey County Board of Supervisors is acting on behalf of the People of the County of Monterey; and

III. WHEREAS, the subject property is located within the coastal zone as defined in §30103 of the California Public Resources Code (hereinafter referred to as the California Coastal Act); and

IV. WHEREAS, pursuant to the California Coastal Act of 1976, the owner applied to Monterey County for a coastal development permit for the development on the subject property described above; and

V. WHEREAS, Coastal Development Permit No. SH 93001 and SH 93002 was granted on December 20, 1994, by the Board of Supervisors in accordance with the provision of the Findings, contained in Resolution No. 94-524, attached to the Conservation and Scenic

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Easement Deed recorded on the subject property, and hereby incorporated by reference; and

VI. WHEREAS, Coastal Development Permit No. SH 93001 and SH 93002 was subject to the terms and conditions including, but not limited to, the following condition:

"That all the units in the Moro Cojo Inclusionary Housing Development Projects (SH 93001 and SH 93002) be affordable to very low, low and moderate income households as defined in Section 50093 of the California Health and Safety Code."

VII. WHEREAS, Monterey County found that, but for the imposition of the above condition, the proposed development could not be found consistent with the provisions of the California Coastal Act of 1976 and that a permit could therefore not have been granted; and

VIII. WHEREAS, it is intended that this Deed Restriction is irrevocable and shall constitute enforceable restrictions; and

IX. WHEREAS, Owner has elected to comply with the condition imposed by Permit No. SH 93001 and SH 93002 so as to enable owner to undertake the development authorized by the permit.

NOW, THEREFORE, in consideration of the granting of Permit No. SH 93001 and SH 93002 to the Owner by Monterey County, the owner hereby irrevocably covenants with Monterey County that there be and hereby is created the following restrictions on the use and enjoyment of said subject property, to be attached to and become a part of the deed to the property. The undersigned owner, for himself/herself and for his/her heirs, assigns, and successors in interest, covenants and agree that:

"That all the units in the Moro Cojo Inclusionary Housing Development Projects (SH 93001 and SH 93002) be affordable to very low, low and moderate income households as defined in Section 50093 of the California Health and Safety Code."

If any provision of these restrictions is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Said deed restriction shall remain in full force and effect during the period that said permit, or any modification or amendment thereof, remains effective, and during the period that the development authorized by said permit or any modification of said development, remains in existence in or upon any part of, and thereby confers benefit upon, the subject property described herein, and to that extent, said deed restriction is hereby deemed and agreed by owner to be a

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covenant running with the land, and shall bind owner and all his/her assigns or successors in interest.

The property owner agrees as a condition of this deed restriction required pursuant to approval of the Coastal Development Permit that it will, pursuant to Government Code §66474.9, defend, indemnify, and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this deed restriction which action is brought within the time period provided for in Government Code §66499.37. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless.

Owner agrees to record this Deed Restriction in the Recorder's Office for the County of Monterey as soon as possible after the date of execution.

DATE: 9-22, 19 97

COMMUNITY HOUSING IMPROVEMENT SYSTEMS
AND PLANNING ASSOCIATION, INC.,
a non-profit public benefit corporation

By: [Signature]
CFO and Acting Director

EL CERRITO TOWNHOMES, a California Limited Partnership

By: COMMUNITY HOUSING IMPROVEMENT SYSTEMS
AND PLANNING ASSOCIATION, INC.,
a non-profit public benefit corporation

By: [Signature]
CFO and Acting Director

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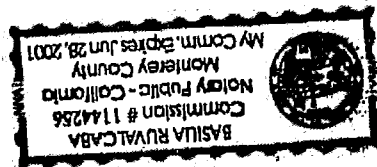
MORO LINDO TOWNHOMES, a California Limited Partnership

By: COMMUNITY HOUSING IMPROVEMENT SYSTEMS
AND PLANNING ASSOCIATION, INC.,
a non-profit public benefit corporation

By: *Don V. Kolpin*
CFO and Acting Director

This is to certify that the Deed Restriction set forth above is hereby acknowledged by the Director of the Monterey County Planning and Building Inspection Department pursuant to the action of the Board of Supervisors on December 20, 1994 and that Monterey County consent to its recordation thereof.

William Phillips
William Phillips
Acting Director of Planning and
Building Inspection



STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On Sept. 22, 1997, before me, *Basilia Ruvakava* Notary Public,
personally appeared *Norman V. Kolpin*, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Basilia Ruvakava
Notary Public in and for said
County and State

00110(d)-deed.099

Document Content/Form Acceptable:

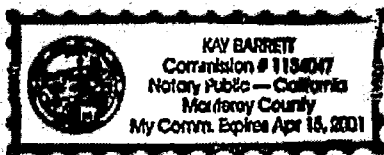
Mary Shae Perry, 9-22-97
County Counsel Deputy

Jacqueline L. Sencena 9-22-97
Planning and Building Inspection Department

STATE OF California)
) ss.
COUNTY OF Monterey)

On 9/23/97, before me, Kay Barrett, Notary Public,
personally appeared William L. Phillips, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kay Barrett
Notary Public in and for said
County and State

EXHIBIT "A"

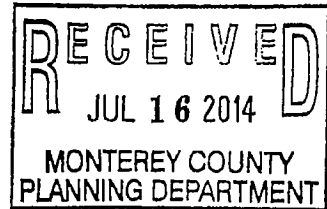
That certain real property situate in the County of Monterey, State of California, described as follows:

All of Tract No. 1284 of Moro Cojo, filed 9-30-97 in Volume 19,
Cities and Towns, at Page 48, Monterey County Records.

END OF DOCUMENT

00116\j-d-deed.899

16



Declaration of J Manuel Resendiz

My name is J. Manuel Resendiz. I reside at 9485 Comunidad Way, in the Moro Cojo residential development, in Castroville, California. My family purchased our home under the "self-help" program administered by CHISPA and South County Housing Corporation.

Under the self-help program, our family was required to work 40 hours per week to build our house and those of our immediate neighbors. We did this for more than one year; during the week after laboring in the agricultural fields, and, on weekends, as well. We performed arduous labor, from digging dirt, to building walls to installing roofs. We did almost all the work except for the plumbing and electrical work. Our family worked more than 1,600 hours to build our homes at Moro Cojo.

I have tried to refinance my home to take advantage of lower interest rates, like many other homeowners in Monterey County. Unfortunately, finance companies refuse to refinance my home because of the perpetuity restriction that is part of my deed. This is not fair. I should be able to take advantage of lower interest rates like other homeowners. Instead, I am stuck with interest rates that existed almost 15 years ago.

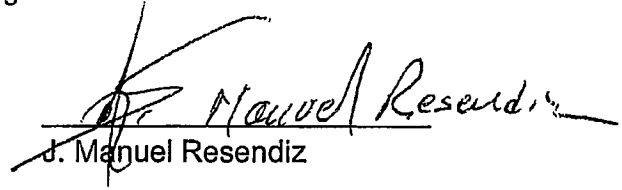
In February 2013, we went to Coast Federal Credit Union to refinance our property. The bank offered us great refinance terms of 3.55% compared to the 6.8% we currently pay on our loan. This is a significant difference in our monthly payment. Unfortunately, the Credit Union withdrew its offer once it discovered that our property is subject to the perpetuity restriction that is at issue. They simply did not want to deal with that factor.

In March 2013, Chase Bank offered to refinance our property at 3.495%. Once again, the bank withdrew its offer once they discovered the perpetuity restriction.

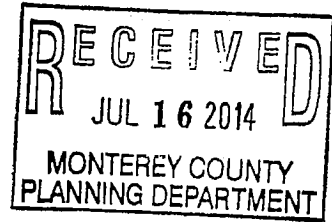
As my declaration reveals, the perpetuity restriction is resulting in an unintended consequences that is severely prejudicing my home ownership at Moro Cojo. For that reason, I ask that you lift the restriction and replace it with a standard 15 year restriction that has been applied to other similar developments.

I declare, under penalty of perjury, that the foregoing is true and correct.

Date: 7-02-14


J. Manuel Resendiz

20



Declaration of Yolanda Raya

My name is Yolanda Raya. I reside at 9441 Comunidad Way, in the Moro Cojo residential development, in Castroville, California. My family purchased our home under the "self-help" program administered by CHISPA and South County Housing Corporation.

Under the self-help program, our family was required to work 40 hours per week to build our house and those of our immediate neighbors. We did this for more than one year; during the week after laboring in the agricultural fields, and, on weekends, as well. We performed arduous labor, from digging dirt, to building walls to installing roofs. We did almost all the work except for the plumbing and electrical work. Our family worked more than 1,600 hours to build our homes at Moro Cojo.

We built our home almost fifteen years ago. Like other similar homes, our home is beginning to need substantial repairs. We have to pay for those repairs, just like any other homeowner. The cost comes out of our pocket. To a regular homeowner, making repairs to a home is an investment that will enhance the value of a house. For us, however, that is not the case. The "perpetuity" limitation in our deeds makes it difficult to invest in our homes because we may not get our "investment" back.

I know many of my neighbors feel the same way. In the end, with homeowners not willing to invest to make substantial repairs, our neighborhood will become run down. This is sad but it is one of the unintended consequences of the "perpetuity" restriction.

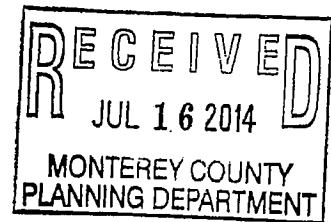
As you can see, the perpetuity restriction is resulting in unintended consequences that are prejudicing the homeowners at Moro Cojo. For that reason, we ask that you lift the restriction and replace it with a standard 15 year restriction that has been applied to other similar developments.

I declare, under penalty of perjury, that the foregoing is true and correct.

Date:

7/3/14


Yolanda Raya



Declaration of Leticia Enriquez

My name is Leticia Enriquez. I reside at 9835 Los Arboles Circle, in the Moro Cojo residential development, in Castroville, California. My family purchased our home under the "self-help" program administered by CHISPA and South County Housing Corporation.

Under the self-help program, our family was required to work 40 hours per week to build our house and those of our immediate neighbors. We did this for more than one year; during the week after laboring in the agricultural fields, and, on weekends, as well. We performed arduous labor, from digging dirt, to building walls to installing roofs. We did almost all the work except for the plumbing and electrical work. Our family worked more than 1,600 hours building our homes at Moro Cojo.

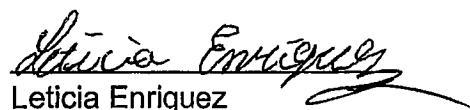
I have suffered two severe unintended consequences as a result of the perpetuity restriction that encumbers the title to my home. First, I have been unable to refinance my home as directed by the divorce decree issued by the Superior Court of Monterey County. The decree directed that I refinance the home in order to buy-out my former husband and place the house exclusively in my name. The Court issued these orders to protect me against unauthorized use by my ex-husband of our property. A finance company prequalified me for a refinance loan but then refused to finalize the loan because they discovered the existence of the perpetuity restriction.

Second, I later tried to consolidate significant debts that I had accumulated making repairs and upgrades to our house. Again, a finance company agreed to help me consolidate the loans but then reneged once the company discovered the perpetuity restriction on my deed. The finance company spoke to officials at the County of Monterey to try to clarify the matter but was unsuccessful. I, too, talked to county officials to try to get help but was unsuccessful.

As my declaration reveals, the perpetuity restriction is resulting in unintended consequences that are severely prejudicing my home ownership at Moro Cojo. For that reason, I ask that you lift the restriction and replace it with a standard 15 year restriction that has been applied to other similar developments.

I declare, under penalty of perjury, that the foregoing is true and correct.

Date: 7/02/14


Leticia Enriquez