

DOC# 2025-0012171

03/19/2025

08:08 AM

Titles: 1 Pages: 13

|              |        |
|--------------|--------|
| Fees         | \$0.00 |
| Transfer Tax | \$0.00 |
| CA SB2 Fee   | \$0.00 |
| Total        | \$0.00 |

RECORDING REQUESTED BY AND  
RETURN TO:

County of Tulare  
2800 W. Burrel Avenue  
Visalia, CA 92391

NO FEE FOR RECORDING PURSUANT  
TO GOVERNMENT CODE  
SECTIONS 6103 AND 27383

APN: 096-321-013-000

(This space for Recorder's use only)

**FIRST AMENDMENT TO  
AFFORDABLE HOUSING REGULATORY AGREEMENT**

(1400 South Mooney Boulevard Property)

**THIS FIRST AMENDMENT TO AFFORDABLE HOUSING REGULATORY AGREEMENT** (the "**Amendment**"), dated and effective March 18, 202~~5~~, is made by and between MOONEY SEQUOIA LP, a California limited partnership (the "**Developer**"), and the COUNTY OF TULARE, a political subdivision of the State of California (the "**County**" and, together with the Developer, the "**Parties**" and each a "**Party**").

**RECITALS**

- A. The Parties are parties to that certain Affordable Housing Regulatory Agreement, dated as of March 29, 2022 (the "**Agreement**"), previously recorded in the Official Records of the County on March 31, 2022, as Instrument No. 2022-0020333. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.
- B. The Parties mutually desire to modify the Agreement in accordance with the terms, conditions and provisions of this Amendment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. The following terms set forth in Section 1 of the Agreement shall be amended to have the following meanings:

“**Development**” means the rehabilitation project for the 50 units of affordable housing, plus one manager’s unit, located on the Property.

2. Designation of Affordable Units. Section 6 of the Agreement shall be amended to read as follows:

The Development shall have a total of at least 50 Affordable Units. Developer shall lease Affordable Units in the Development only to Eligible Households in accordance with the Management Plan.

3. Rent. Section 8 of the Agreement shall be amended to read as follows:

The maximum allowable Rent for any Affordable Unit paid by the occupant shall not exceed one-twelfth (1/12) of thirty percent (30%) of the income limit for Extremely Low Income Households for the County, as reported by the California Department of Housing and Community Development (the “**Department**”) in the annual State Income Limits Memorandum issued by the Department pursuant to California Health and Safety Code Section 50093, based on number of bedrooms in the unit, or by the California Tax Credit Allocation Committee, and as applicable to the County. In the event the Department no longer publishes such determinations, the income limits shall be calculated as thirty percent (30%) of area median income for the County, as published by the United States Department of Housing and Urban Development (“**HUD**”), or any successor thereto.

4. No Other Amendments; this Amendment Governs and Controls. The Agreement, as amended by this Amendment, is hereby reaffirmed. Except as expressly modified hereby, the Agreement shall remain unmodified and in full force and effect. To the extent any of the provisions of this Amendment are inconsistent with any of the provisions set forth in the Agreement, the provisions of this Amendment shall govern and control. All references in the Agreement to the “Agreement” shall mean the Agreement as amended by this Amendment.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by email or other electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

*(Signatures on Following Page)*

**WITNESS**, the undersigned have executed this Amendment, effective as of the date first above written.

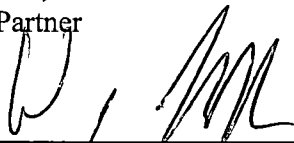
**DEVELOPER**

**MOONEY SEQUOIA LP,**  
a California limited partnership

By: Mooney Sequoia LLC, a California limited liability company,  
its Co-General Partner

By: RH Community Builders LP, a California limited partnership

By: WRBH LLC, a California limited liability company,  
its Sole General Partner

By:   
\_\_\_\_\_  
Wayne Rutledge, Manager of  
WRBH LLC

By: UPH Sequoia, LLC, a California limited liability company,  
its Co-General Partner

By: UP Holdings California, LLC, an Illinois limited liability company registered to  
do business in the State of California,  
its Sole Member

By: \_\_\_\_\_  
Cullen J. Davis, Manager of  
UP Holdings California, LLC

By: Housing on Merit XVII LLC, a California limited liability company,  
its Managing General Partner

By: Housing on Merit, a California nonprofit public benefit corporation,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signatures continued on following page]*

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a California limited partnership

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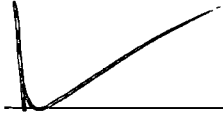
By: RH Community Builders LP, a California limited partnership

By: WRBH LLC, a California limited liability company,  
its Sole General Partner

By: \_\_\_\_\_  
Wayne Rutledge, Manager of  
WRBH LLC

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its Co-General Partner

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its Sole Member

By:  \_\_\_\_\_  
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its Managing General Partner

By: Housing on Merit, a California nonprofit public benefit corporation,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signatures continued on following page]*

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a California limited partnership

By: Mooney Sequoia LLC, a California limited liability company,  
its Co-General Partner

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its Sole General Partner

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Wayne Rutledge, Manager of  
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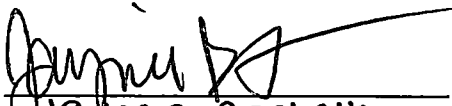
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its Sole Member

By: \_\_\_\_\_  
Cullen J. Davis, Manager of  
UP Holdings California, LLC

By: Housing on Merit XVII LLC, a California limited liability company,  
its Managing General Partner

By: Housing on Merit, a California nonprofit public benefit corporation,  
its Manager

By:   
Name: Jaymie Beckett  
Title: CEO

*[Signatures continued on following page]*

**COUNTY**

COUNTY OF TULARE,  
a political subdivision of the State of California

By: \_\_\_\_\_

Supervisor Pete Vander Poel III  
Chair of the Board of Supervisors

*Approved as to Form:*

By: \_\_\_\_\_

Deputy County Counsel  
Matter No. 2025208

*[Notary Acknowledgments on Following Pages]*

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
Of Supervisors of the County of Tulare

By: \_\_\_\_\_

Deputy Clerk



**NOTARY ACKNOWLEDGMENTS**

[SEE ATTACHED]

## 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

County of Fresno

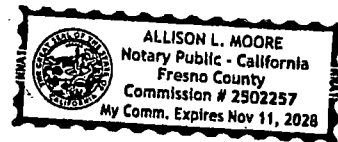
On 2-10-2025 before me, Allison L Moore, notary public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





## 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 Illinois

County of COOK

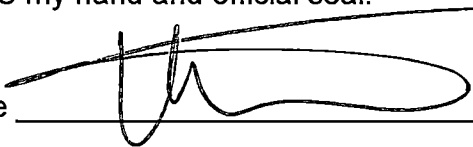
On February 7<sup>th</sup>, 2025, before me, Thu Vo, Notary Public  
(insert name and title of the officer)

personally appeared Cullen J. Davis,  
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.

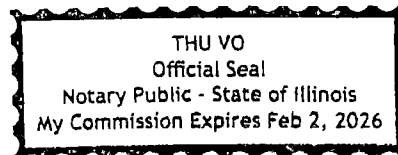
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## 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

County of LOS ANGELES )

On FEB 11, 2025 before me, JISU YOON, Notary Public  
(insert name and title of the officer)

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

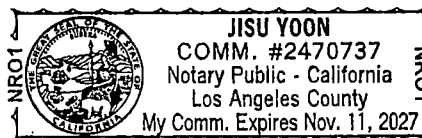
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## 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  
County of Tulare )


On March 18, 2025 before me, Kirsten Bain, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)

Beginning at a point in the South line of said lot, 272 feet East of the Southwest corner thereof, said point of beginning being also the Southeast corner of the land conveyed to Henry Snyder by Deed dated April 19, 1929 and recorded in Book 316, Page 455 of Official Records; thence running North along the East line of said land so conveyed to said Snyder, 162 feet, more or less, to the Southwest corner of the land conveyed to J. T. Moore by Deed dated April 19, 1929 and recorded in Book 316, Page 456 of Official Records; thence East along the South line of the land so conveyed to said Moore, 268.57 feet, more or less, to the center of the County Road; thence South along the center of said County Road, 162 feet, more or less, to the Easterly prolongation of the South line of said Lot 12; thence West along said South line of said Lot 12 to the point of beginning.

Excepting therefrom the West 63 feet thereof.

Also excepting therefrom that portion thereof included within the boundaries of Central Avenue.

**PARCEL 4:**

A perpetual, appurtenant, non-exclusive easement for the purposes of parking seven (7) passenger vehicles and for the installation and maintenance of the parking spaces, associated driveways, curbing and sidewalks over the following described property:

Being a portion of Lot II of Oak View Colony, in the City of Visalia, County of Tulare, State of California, according to the Map thereof recorded in Book 4, Page 31 of Maps, Tulare County Records, described as follows:

The South 36.00 feet of the West 81.00 feet of that certain parcel of land conveyed by Anil Chagan and Jyoti Chagan by Quitclaim Deed unto Anil Chagan and Jyoti Chagan, as trustees of the Chagan Family Trust, U.D.T. ("Under Declaration of Trust"), recorded March 4, 1994 as Document No. 94-016935 of Official Records of Tulare County.

APN: 096-321-013-000

**Exhibit "A"**

**REAL PROPERTY DESCRIPTION**

The land referred to is situated in the County of Tulare, City of Visalia, State of California, and is described as follows:

**PARCEL 1:**

That portion of Lot 12 of Oak View Colony, in the City of Visalia, County of Tulare, State of California, according to the Map thereof recorded in Book 4, Page 31 of Maps, Tulare County Records, described as follows:

Beginning at the Southwest corner of said Lot 12; thence North along the West line thereof 209.04 feet; thence East 272 feet parallel with the South line of said lot; thence South 209.04 feet to the South line of said lot; thence West to the point of beginning.

Excepting therefrom the West 55 feet thereof.

Also excepting therefrom the Northerly 68 feet thereof. **PARCEL 2:**

The West 63 feet of that portion of Lot 12 of Oak View Colony, in the City of Visalia, County of Tulare, State of California, according to the Map thereof recorded in Book 4, Page 31 of Maps, Tulare County Records, described as follows:

Beginning at a point in the South line of said Lot, 272 feet East of the Southwest corner thereof, said point of beginning being also the Southeast corner of the land conveyed to Henry Snyder by Deed dated April 19, 1929 and recorded in Book 316, Page 455 of Official Records; thence running North along the East line of said land so conveyed to said Snyder, 162 feet, more or less, to the Southwest corner of the land conveyed to J. T. Moore by Deed dated April 19, 1929 and recorded in Book 316, Page 456 of Official Records; thence East along the South line of the land so conveyed to said Moore, 268.57 feet, more or less, to the center of the County Road; thence South along the center of said County Road, 162 feet more or less, to the Easterly prolongation of the South line of said Lot 12; thence West along said South line of said Lot 12 to the point of beginning.

Excepting therefrom the North 75 feet thereof. **PARCEL 3:**

A non-exclusive easement for driveway purposes recorded in Book 4312, Page 986 of Official Records over the South 16 feet of that portion of Lot 12 of Oak View Colony, in the City of Visalia, County of Tulare, State of California, according to the Map thereof recorded in Book 4, Page 31 of Maps, Tulare County Records, described as follows: