

Attachment B

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Recording Requested by and
When Recorded, Mail to:

County of Monterey
Housing and Community Development Dept.
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901

Attention: Housing

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 139-281-044-000
21100 Country Park Road, Salinas, CA 93908

**AMENDMENT NO. 2 to
BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT WITH OPTION TO
PURCHASE**

THIS AMENDMENT NO. 2 to Agreement: BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT WITH OPTION TO PURCHASE is made and entered into by the County of Monterey, hereinafter referred to as "COUNTY", and Jeannette Warzycki, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, the County and Jeannette Warzycki, have heretofore entered into an Agreement: *BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT WITH OPTION TO PURCHASE* ("Agreement"), recorded on October 6, 2010, as Document No. 2010056626 (re-recorded to correct recording sequence on November 8, 2010, as Document No. 2010065583) filed in the Office of the Recorder of the County of Monterey, with respect to that certain real property described in EXHIBIT A attached hereto and incorporated by reference; and

WHEREAS, on April 26, 2011, and July 12, 2011, the Board of Supervisors of the County of Monterey approved certain revisions to the Inclusionary Housing Program which are not retroactive; and

WHEREAS, the parties wish to amend the Buyer's Occupancy and Resale Restriction Agreement with Option to Purchase to incorporate the program revisions pertaining to transfer of interest of the property to a Revocable Living Trust;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. **Permissible Transfer:** In addition to those permitted transfers described in the Agreement, the County's "OPTION" as defined in the Agreement shall not apply to the transfer or conveyance of the Property into a revocable living trust where Owner is a Trustor, provided:
 - a. Owner obtains the consent of the County's designee;
 - b. The Trust document, and any Successor Trustee, specifically acknowledges and affirms the existence of restrictions on the use and disposition of the Unit including, but not limited to, the obligation to sell the Unit to an Eligible Purchaser at no more than the Maximum Resale Value, as those terms are described in the Agreement;

- c. The Deed conveying the Unit into the Trust also specifically acknowledges and affirms the existence of restrictions on the resale of the Property and references the Agreement; and
 - d. Owner agrees to cooperate and respond promptly to any County requests to owner for owner certification and monitoring.
2. **Recordation:** Upon execution of this Amendment No. 2 by all parties, Owner shall cause this Amendment No. 2 to the Buyer's Occupancy and Resale Restriction Agreement with Option to Purchase to be recorded in the Office of the Monterey County Recorder and provide a copy of the recorded document to the County's Housing and Community Development Department.
 3. **Buyer's Occupancy and Resale Restriction Agreement with Option to Purchase to Remain in Effect.** Except as herein stated, all other terms, provisions and exhibits of the Buyer's Occupancy and Resale Restriction Agreement with Option to Purchase shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed the Amendment No.2 on the day and year first written below.

COUNTY OF MONTEREY

Owner:

By:

 Craig W. Spencer, Director of
 Housing & Community Development

 Jeannette Warzycki

 Date

 N/A

 Date

Approved as to form:

 Reed Gallogly, Deputy County Counsel

 Date

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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) SS.

On _____ before me, _____, Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

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) SS.
COUNTY OF MONTEREY)

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

WITNESS my hand and official seal.

Signature _____

**EXHIBIT A
LEGAL DESCRIPTION**

the land hereinafter referred to is situated in the State of California, county of Monterey, in the unincorporated area, and is described as follows:

PARCEL I:

Lot 44, of amended Map of Las Palmas Ranch Corey Housing Area/Unit 5 Tract No. 1090 A according to Map thereof in Volume 16 of Cities and Towns at Page 74 of Maps, filed in the Office of the County Recorder of Monterey County, California, on June 15, 1989.

PARCEL II:

A non-exclusive easement on and over the “common area” as defined in the Declaration of Covenants, Conditions and Restrictions filed in the Office of the County Recorder of Monterey County, California, on June 16, 1989, in Reel 2377, Page 261, for use, occupancy and enjoyment of, an ingress and egress to, the amenities located thereon, subject to the terms and provisions of the Declaration of Covenants, Conditions and Restrictions. This easement is appurtenant to Parcel 1 above described and shall become effective as to each Lot within the Common Area upon the later to occur (i) the recordation of this deed, or (ii) the conveyance of record of the Common Area to the Association.

APN: 139-281-044-000