

RESOLUTION NO. PC 2026-

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF FONTANA APPROVING, PURSUANT TO A CATEGORICAL EXEMPTION IN ACCORDANCE WITH CEQA GUIDELINES SECTION 15332, TENTATIVE TRACT MAP NO. 25-0007 (20852) TO SUBDIVIDE 3.75 ACRES INTO 26 PARCELS FOR A RESIDENTIAL DEVELOPMENT, DESIGN REVIEW NO. 25-0029 FOR SITE AND ARCHITECTURAL REVIEW OF 26 DETACHED RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS, AND RECOMMENDING APPROVAL TO THE CITY COUNCIL FOR AN AFFORDABLE HOUSING DENSITY BONUS AGREEMENT TOGETHER WITH RELATED COVENANTS, CONDITIONS & RESTRICTIONS PROVIDING FOR A MINIMUM OF TWO AFFORDABLE UNITS PER THE STATE DENSITY BONUS LAW, ON APPROXIMATELY 3.75 ACRES LOCATED AT 7844 ALDER AVENUE IDENTIFIED AS ASSESSOR PARCEL NUMBERS 0190-301-12, -21, -37, -40, -41 AND -42.

WHEREAS, 7844 Alder Avenue, also identified as Assessor Parcel Numbers (“APNs”) 0190-301-12, -21, -37, -40, -41, and -42 (“Project Site”) were annexed from San Bernardino County into the City of Fontana on June, 21, 1952 (“Project Site”); and

WHEREAS, on September 9, 2025, the City of Fontana (City”) received an application from MC RE Holdings, LLC (“Applicant”) for a Tentative Tract Map (“TTM No. 25-0007 (20852)”) to subdivide approximately 3.75 acres into 26 residential parcels, a Design Review (“DRP No. 25-0029”), and an SB 330 application seeking approval to construct 26 detached residential units at the Project Site (“Project”); and

WHEREAS, the Project Site has a General Plan Land Use designation of Single Family Residential (R-SF) and is located within the Single-Family (R-1) zoning district, which allows for such projects; and

WHEREAS, the Applicant desires to utilize the State Density Bonus Law (California Government Code Sections 65915-65918) which permits a density bonus to exceed the density limit of the Zoning Code with the provision of affordable units; and

WHEREAS, the Applicant is providing 2 very low affordable housing units as a part of the Project. Pursuant to the State Density Bonus Law, the Applicant is entitled to a 32.5 percent density bonus, which permits an additional 7 dwelling units, resulting in a total of 26 dwelling units, inclusive of the two (2) very low affordable housing units; and

WHEREAS, the Applicant has requested waivers of development standards, pursuant to California Government Code Sections 65915 , including waivers of the minimum lot size, average lot size, lot width, lot depth, lot coverage, front setbacks, side setbacks, rear setbacks, setback variations, landscaping percentages, required landscape, mechanical equipment screening, and patio setbacks; and

WHEREAS, the Applicant has requested the following incentives/concessions, pursuant to California Government Code Sections 65915: to allow vinyl fencing in lieu of block walls between the lots and tandem garages; and

WHEREAS, these incentives/concessions result in identifiable and actual cost reductions, will not have a specific adverse impact on health and safety or on any real property listed in the California Register of Historical Resources, and is not contrary to state or federal law; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is categorically exempt pursuant to Section 15332 (Class 32, Infill Development) and Section No. 3.22 of the 2019 Local Guidelines for Implementing the California Environmental Quality Act; and

WHEREAS, the City wishes to protect and preserve the quality of life throughout the City through effective land use and planning; and

WHEREAS, on July 21, 2026, a duly noticed public hearing on TTM No. 25-0007 (20852), DRP No. 25-0029, the Affordable Housing Density Bonus Agreement, and the Covenants, Conditions & Restrictions attached hereto as **Exhibit "A"**, was held by the Fontana Planning Commission ("Planning Commission") to consider testimony and evidence presented by the Applicant, City Staff, and other interested parties; and

WHEREAS, the Conditions of Approval are attached hereto as **Exhibit "B"** for TTM No. 25-0007 (20852), and **Exhibit "C"** for DRP No. 25-0029; and

WHEREAS, all of the notices required by statute and the Fontana Municipal Code ("FMC") have been given as required; and

WHEREAS, the owners of property within 660 feet of the Project Site were notified via public hearing notice mailer prior to the public hearing; a notice of the public hearing was published in the San Bernardino Sun newspaper on July 10, 2026, and a notice of the public hearing was simultaneously displayed at City Hall and at the Project Site; and

WHEREAS, the Planning Commission carefully considered all information pertaining to the Project, including the staff report, findings, and all of the information, evidence, and testimony presented at its public hearing on July 21, 2026; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Planning Commission RESOLVES as follows:

Section 1. Recitals. The above recitals are true, correct and incorporated herein by this reference.

Section 2. CEQA. The Planning Commission hereby determines that the Project is categorically exempt pursuant to Section No. 15332 (Infill Development) of the California Environmental Quality Act and Section No. 3.22 (Categorical Exemption) of the 2019 Local Guidelines for Implementing the California Environmental Quality Act (CEQA). The Project

site meets the CEQA requirements of In-fill: (1) the Project is consistent with the R-SF designation of the General Plan land use designation, and the R-1 Zone district regulations; (2) The Project Site is less than five (5) acres, (3) The Project Site is not within any known sensitive or threatened habitat area; (4) The Project will not have any significant effects related to traffic, noise, air quality, or water quality; and (5) There are adequate public services for the development of the residential project. The Planning Commission further determines that none of the exceptions in CEQA Guidelines Section 15300.2 apply to the Project. The Planning Commission further directs Staff to file a Notice of Exemption pursuant to this Finding.

Section 3. The Planning Commission hereby makes the following findings for the density bonus pursuant to Section 30-344 of the City of Fontana Zoning and Development Code (ZDC):

Finding No. 1: **As required by state law, the City shall grant a density bonus in accordance with Government Code §§ 65915 through 65918.**

Finding of Fact:

The Applicant has requested a density bonus to allow for seven (7) additional units for a total unit count of twenty-six (26) units, with two (2) units restricted to very low-income households, which qualifies the Project for a density bonus. The Applicant's request is in accordance with Government Code §§ 65915 through 65918.

Finding No. 2: **As required by state law, the City shall grant an incentive or concession in accordance with Government Code §§ 65915 through 65918, unless the City makes any of the findings in Government Code §65915(d)(1)(A) through (C).**

Finding of Fact:

The Applicant has included the following incentives/concessions: to not require block walls between the lots and instead provide vinyl fencing, and to be able to provide tandem garages in combination with side-by-side garage parking rather than only having side-by-side garage parking. Waivers: minimum lot size, average lot size, lot width, lot depth, lot coverage, front setbacks, side setbacks, rear setbacks, setback variations, landscaping percentages, required landscape, mechanical equipment screening, and patio setbacks.

Finding No. 3: **The granting of a concession or incentive shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval.**

Finding of Fact:

The incentives, concessions and waivers granted to the Applicant do not require a general plan amendment, zoning change, or other discretionary approval.

Finding No. 4: This division does not limit or require the provision of direct financial incentives for the housing development, including the provision of publicly owned land, by the City or the waiver of fees or dedication requirements.

Finding of Fact:

The project does not limit or require the provision of direct financial incentives for the housing development by the City or the waiver of fees or dedication requirements.

Section 4. Tentative Tract Map Findings. The Planning Commission hereby makes the following findings for TTM No. 25-0007 (TTM No. 20852) pursuant to Section 30-293 of the Fontana Zoning and Development code, and in accordance with Section No. 26-55(e) "Processing of application", of the Fontana Municipal Code:

Finding No. 1: The proposed map is consistent with the city's General Plan and any applicable specific plan.

Findings of Fact: TTM No. 25-0007 (TTM No. 20852) is consistent with the applicable sections of General Plan Land Use designation for the Project Site, which allows Single Family Residential (R-SF) uses and development. The tentative tract map proposes to consolidate the existing six (6) parcels into a 26-lot subdivision map to facilitate the construction of a 26-unit single-family residential development, which is permitted under the land use designation. The project complies General Plan Goal 2 (General Plan 15.34) which calls for creating "connected neighborhoods". The project also promotes Goal 7 which calls for the development of high-quality development by providing a range of different attractive and comfortable housing types, an interconnected, walkable neighborhood, and integrating the project into the existing street grid. The Project Site is not within a specific plan.

The Applicant is utilizing the State Density Bonus Law which includes a provision for additional residential units based on the number of affordable units provided. With the incorporation of two (2) Very Low-Income affordable units the density bonus law allows for an increase of seven (7) units, which allows them to increase the number of lots from 19 units to 26 units for this project

Finding No. 2: The design or improvements of the proposed subdivision are consistent with the general plan and any specific plan applicable.

Findings of Fact: The General Plan Land Use designation is Single Family (R-SF). This Land Use District allows for single-family development. The State Law allows for an additional density increase as stated in the Finding of Fact No. 1 above. The project complies with State Density Bonus Law and General Plan, more specifically, those of Goal 2 (General Plan 15.34) that calls for creating "connected neighborhoods". Improvements include

public sewer, public storm drain, streets, gutters, sidewalks, drainage, and grading to provide a safe and well-designed development. Furthermore, the project also promotes Goal 7 which calls for the development of high-quality development by providing a range of different attractive and comfortable housing types, an interconnected, walkable neighborhood, and integrating the project into the existing street grid. The Project Site is not within a specific plan.

Finding No. 3: The site is physically suitable for the type and density of development proposed.

Findings of Fact: The Project Site, of approximately 3.75 gross acres, is adequate in size to accommodate the residential development. The Project Site is vacant and relatively flat. The existing topography is conducive for the Project.

Finding No. 4: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact: The design of the subdivision and the proposed improvements comply with the City of Fontana's Municipal code requirements, conditions of approval (referenced herein), and will not have any impact on the environment or substantial or avoidable injury to fish, wildlife, or their habitat. The Project Site is in an area that has been previously disturbed by human activity and is surrounded by development and would not support sensitive wildlife.

The previously adopted FEIR (SCH No. 2016021099) for the 2015-2035 General Plan adequately identified the impacts associated with the Project. Based on the -information contained in the FEIR, the Project would not have a significant effect on the environment. The use is consistent with the Land Use Designation and the Zoning and Development Code. The design of the subdivision map will not cause substantial environmental damage or will not substantially and avoidably injure fish or wildlife or their habitat.

Finding No. 5: The design of the subdivision or type of improvements will not cause serious public health problems.

Findings of Fact: The proposed design of TTM No. 25-0007 (20852) will not cause public health problems. The development will comply with the Zoning and Development Code and General Plan. Improvements include connection to the public sewer and public storm drain systems, modifications to the existing sidewalks, and drainage and grading improvements to ensure a safe and well-designed Project. These enhancements will promote the public health, safety, and welfare of the surrounding community and are designed so that the Project will not create conditions that could cause serious public health problems. Therefore, this Project shall promote public health, safety, and welfare of the surrounding community and will

not cause public health problems.

Finding No. 6: The design of the subdivision or the type of improvement will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision.

Findings of Fact: The design of TTM No. 25-0007 (TTM No. 20852) and associated public improvements will not conflict with access easements acquired by the public. Access to and from the Project Site would be provided from a driveway on Alder Avenue.

Section 5. Design Review Findings. The Planning Commission hereby makes the following findings for DRP No. 25-0029 in accordance with Section No. 30-120, "Findings for approval" of the Fontana Zoning and Development Code:

Finding No. 1: The proposal is consistent with the General Plan, Zoning and Development Code, and any specific plan or area plan.

Findings of Fact:

The project complies with all applicable standards of the General Plan and Zoning and Development Code and is provided waivers and concessions by State Density Bonus Law. The Project includes the development of 26 single-family two-story units on 3.75 acres. The Project will be appropriate and compatible with the surrounding residential land uses of detached single-family and multi-family dwellings. The variations to the building face, varying roof lines and building height from 27 to 29 feet high will make the Project architecturally pleasing and consistent with the surrounding area. The project is not within a specific or area plan.

The project has attractive architecture and landscaping. The architectural features include a variety of designs such as Spanish and Ranch, and key design features such as window shutters, foam trim around windows, barrel roof tiles, decorative clay tiles, decorative light fixtures, accent colors, pot shelves, vinyl window trim, and decorative metal fixtures. Landscaping is provided throughout the site and complies with all applicable standards after state density law waivers are granted. Though not required, the Applicant has included a recreation area that consists of a children's playground, seating, illuminated pedestrian path, and shading structure. The Project is as safe in design as is otherwise required by the Fontana Municipal Code.

Finding No. 2. The proposal meets or exceeds the criteria contained in Chapter 30 and will result in an appropriate, safe, and desirable development promoting the public health, safety, and welfare of the community.

Findings of Fact: The Project will incorporate site improvements which include new landscaping, parking, lighting, fencing, curb, gutter, and sidewalks. The Project consists of the construction of 26 detached single-family units on approximately 3.75 gross

acres. The development will be built pursuant to all applicable buildings, zoning and fire codes, in addition to the Conditions of Approval attached hereto as Exhibits B and C referenced herein.

The site has been designed with a gated entry with access to and from the Project Site provided from a driveway on Alder Avenue. The Project includes improvements along Alder Avenue. The Project has high-quality architectural design, appropriate screening from the public right-of-way and will be an appropriate and desirable development. Therefore, the Project promotes public health, safety, and welfare of the occupants and surrounding community. The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Departments.

Finding No. 3: The proposal is in its design, and appearance is aesthetically and architecturally pleasing resulting in a safe, well-designed facility while enhancing the character of the surrounding neighborhood.

Findings of Fact: The single-family residential Project has been designed to enhance and complement the surrounding neighborhood. The architectural theme for the Project proposes two styles; “Spanish” and “Ranch”. The result is a high-quality architectural design appropriate and desirable for the surrounding neighborhood. The development will enhance the character of the surrounding neighborhood through appropriate attention to aesthetics and design.

Architectural relief utilized for the buildings will feature smooth stucco coated exterior, metal elements, decorative lighting, varied roof lines, and other features appropriate to the style. The use of colors and materials adds architectural diversity to each building. The site improvements have been reviewed by the City of Fontana Fire, Building and Safety, and Engineering Departments and found to meet the requirements of all applicable building code, zoning, and fire code standards.

Finding No. 4: The site improvements are appropriate and will result in a safe, well-designed facility.

Findings of Fact: The development complies with the City of Fontana Zoning and Development Code. Improvements including sidewalks, fencing, drainage, and grading, which will provide a safe and well-designed neighborhood.

The Project Site improvements have been reviewed by the Fire, Building and Safety, and Engineering Departments. During the project review process, changes were made to the plans to ensure that the Project is a well-designed project. Street lighting and on-site lighting have been included to provide ample visibility at night. Landscaping has been incorporated to create an attractive atmosphere along adjacent parcels.

Section 6. Approvals. Based on the foregoing, the Planning Commission hereby approves:

- A. TTM No. 25-0007 (TTM No. 20852) and DRP No. 25-0029, subject to the conditions of approval, which are attached hereto as Exhibit “B” and Exhibit “C” to this Resolution and incorporated herein by this reference.
- B. Based on the foregoing, the Planning Commission hereby grants the density bonus pursuant to Section 30-344 of the ZDC and recommends approval to the City Council for the Affordable Housing Density Bonus Agreement and the Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 7. Resolution Regarding Custodian of Record: The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at the Planning Department, 8353 Sierra Avenue, Fontana, CA 92335. This information is provided in compliance with Public Resources Code section 21081.6.

Section 8. Certification. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

Section 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

Section 10. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Fontana, California, at a regular meeting held on this 21st day of July 2026.

City of Fontana

Joseph Armendarez, Chair

ATTEST:

I, Torrie Lozano, Secretary of the Planning Commission of the City of Fontana, California, do hereby certify that the foregoing resolution was duly and regularly adopted by the Planning Commission at a regular meeting thereof, held on the 21st day of July 2026, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. PC 2026_____

Torrie Lozano, Secretary

Exhibit "A"



**FONTANA
CALIFORNIA**

**CITY OF
FONTANA
AFFORDABLE
HOUSING
AGREEMENT**

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Fontana
Office of the City Clerk
8353 Sierra Avenue
Fontana, CA 92335

Attn: Germaine Key, City Clerk

This document is exempt from the payment
of a recording fee pursuant to Government
Code Sections 27383 and 6103

APN: 0190-301-12, -21, -37, -40, -41, -42

**AFFORDABLE HOUSING DENSITY BONUS AGREEMENT AND
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

7844 Alder Avenue Fontana, California

**Master Case No. 25-0064 / Tentative Tract Map 20582 (TTM No. 25-0007) /
Design Review Project No. 25-0029**

[PURSUANT TO DIVISION 25 OF FONTANA MUNICIPAL CODE]

This Affordable Housing Density Bonus Agreement and Declaration of
Covenants, Conditions & Restrictions (the "Agreement") is entered into as of this _____ day of
_____, 2026 by and between the CITY OF FONTANA, a California municipal

corporation ("City"), and MV RE Holdings LLC, a California limited liability company ("Owner") as follows:

RECITALS

Owner is the owner of certain real property located within the City of Fontana, County of San Bernardino, State of California, commonly known as 7844 Alder Avenue in Fontana, California (the "Property"). Property is legally described in Exhibit "A" attached hereto and incorporated herein by reference; and

Division 25 of the Fontana Municipal Code (the "Density Bonus Division") provides a density bonus and other incentives to multifamily residential and mixed-use development projects of five (5) or more units that require a share of all newly constructed dwelling units be developed, offered to and sold or rented to very low, low or moderate income households at an affordable housing cost; and

On [REDACTED], 2026 the City of Fontana ("City"), a public body corporate and politic, by and through its Planning Commission, approved Master Case No. 25-0064 / Tentative Tract Map 20852 (TTM No. 25-0007) and Design Review Project No. 25-0029 (collectively, the "Permit") and issued Conditions of Approval ("Conditions"); and

Subject to compliance with the Conditions, the Permit approves the construction of a residential project with twenty-six (26) residential units on the Property ("Residential Development"), comprised of a base density of nineteen (19) residential units and a density bonus of seven (7) residential units; and

Pursuant to the Density Bonus Division, two (2) of the residential units in the Residential Development are required to be restricted for rent to eligible Very Low-Income Households at Affordable Housing Cost (the "Affordable Units"); and

Pursuant to Section 30-342 of the Density Bonus Division, and in compliance with the Conditions, Owner and City desire to enter into this Agreement regarding the construction, operation, maintenance and rental of a specified number of housing units in the Residential Development exclusively to Income-Eligible Households at an Affordable Housing Cost.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, City and Owner (collectively, the "Parties") agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and accurate, and incorporated herein.
2. Division 25 – Density Bonus. Chapter 30, Article II, Division 25 of the Fontana Municipal Code are incorporated into this Agreement.

3. Definitions. All defined terms, as indicated by initial capitalization, shall have the meanings set forth this Agreement, as follows:

(a) “Adjusted for Household Size Appropriate for the Unit” means a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

(b) “Affordable Rent” means a gross monthly rent that does not exceed thirty (30) percent of fifty (50) percent of the San Bernardino County Area Median Income, Adjusted for Household Size Appropriate for the Unit. The Affordable Housing Cost shall comply with the requirements of California Health and Safety Code Section 50053 and limits published by the California Department of Housing and Community Development.

(c) “Affordable Unit” means a dwelling unit that will be offered exclusively to an Income Eligible Household at an Affordable Housing Cost or Affordable Rent pursuant to this Agreement.

(d) “Area Median Income” or “AMI” means the median income for San Bernardino County, as Adjusted for Household Size and as defined, and periodically adjusted and published by the State of California Department of Housing and Community Development pursuant to HSC section 50093(c) and if such agency is no longer publishing such information, then such successor publication as determined by City.

(e) “Division 25” means Chapter 30, Article II, Division 25 of the Fontana Municipal Code, as it currently exists on the date this Agreement is executed.

(f) “Director” means City’s Housing Manager, or his or her designee.

(g) “HCD” means the State of California Department of Housing and Community Development, or its successor.

(h) “Income Eligible Household” shall mean a Very Low-Income Household.

(i) “Market Rate Units” means those dwelling units in the Residential Development on the Property that are not Affordable Units.

(j) “Marketing Plan” shall have the meaning defined in Section 7.

(k) “Owner” means the person or entity defined as “Owner” in the introductory paragraph of this Agreement, and includes all successors and assigns of that person or entity.

(l) “Property” shall have the meaning defined in Recital “A”.

(m) “Residential Development” means the 26 residential units developed on the Property.

(n) “Selection Procedures” shall have the meaning defined in Section 7.

(o) “Utility Allowance” means an amount designated and updated annually by the Housing Authority of the County of San Bernardino as a reasonable estimate of the cost of utilities for an Income Eligible Household. The Utility Allowances in effect as of the date of this Agreement are set forth in Exhibit “E” to this Agreement. In recognition of energy efficiency measures included in the Affordable Units, Owner shall have the option to commission an energy audit and projection of utility costs (“Utility Cost Analysis”) from an independent third-party energy consultant jointly selected by Owner and City, and to use the results of this Utility Cost Analysis as the basis to determine this “Utility Allowance”.

(p) “Very Low Income Households” has the meaning defined in Section 50105 of the California Health and Safety Code, and generally includes households whose gross income is equal to fifty (50) percent or less of the Area Median Income for San Bernardino County.

4. Affordable Units.

(a) Owner hereby agrees that the following two (2) units in the Residential Development shall be designated as the Affordable Units:

Lot	Address	Income Level	# Bedrooms
17	TBD	Very Low	Three (3) bedrooms
8	TBD	Very Low	Four (4) bedrooms

(b) The location of Affordable Units is depicted on Exhibit “B” attached hereto and incorporated herein by this reference. The location of the Affordable Units shall not be changed without the prior written approval of the Director.

(c) The construction of the Affordable Units shall comply with the Permit, the Conditions, and the requirements set forth in Exhibit "B" attached hereto and incorporated herein by reference.

(d) The quality of materials, included features and amenities offered provided to the Affordable Units shall be comparable to the Market Rate Units.

(e) The Affordable Units shall be completed and ready for occupancy before the base density for the Property is exceeded. Developer acknowledges and agrees that the City shall not be required to issue a certificate of occupancy (or its equivalent) for more than nineteen (19) total units unless and until the Affordable Units are completed and obtain certificate of occupancy (or its equivalent).

(f) Prior to issuance of a certificate of occupancy (or its equivalent) for the Residential Development, the Parties shall execute an amendment to this Agreement or other appropriate instrument that ensures that the requirements of this Agreement are properly recorded against each Affordable Unit and memorializes Owner's obligation to provide the Affordable Units on a rental or for-sale basis, as further set forth in Section 6, below.

(g) To the extent that accessory dwelling units are constructed on the same lot as an Affordable Unit and rented separate from the primary residence, the accessory dwelling units shall be considered Affordable Units and subject to the requirements of this Agreement.

5. Term. This Agreement shall begin on the date it is fully executed by City and Owner and shall expire fifty-five (55) years from issuance of a certificate of occupancy (or equivalent) for the Affordable Units.

6. Affordability Covenants: Income Limits, Calculation of Affordable Sales Price and Affordable Rents.

(a) The parties agree that the affordability covenants set forth in this Agreement shall comply with and are subject to California Government Section 65915. During the Term of this Agreement, the Affordable Units shall be rented to Very Low Income Households in accordance with this Section 6. The Parties acknowledge and agree that Owner is permitted to sell, transfer, or assign full or partial ownership of all of the Affordable Units, in conjunction with a bulk sale, transfer, or assignment of full or partial ownership of all of the Market Rate Units, to a third-party other than Owner, provided that Owner’s successor is bound by the terms of this Agreement through a written assignment and assumption agreement, as required by Section 21(c), below.

(b) Income Eligibility. The applicable income limits for Income Eligible Households, adjusted for household size, are published annually by HCD. Current income limits for 2025 are shown in Exhibit “C”. Owner shall have the sole obligation to obtain from HCD’s website the applicable income limits.

(c) Affordable Rental Covenant. The Affordable Units shall be rented to Income Eligible Households for an Affordable Rent. Owner shall calculate rents for Affordable Units as defined in Exhibit “D” and provide written notice to the City at least sixty (60) days’ prior to imposing any rent increase. In no case shall Affordable Rent exceed the amount allowable by California Health and Safety Code 50053(b)(1) and related HCD regulations.

(d) ANY RENTAL OR SALE OF AN AFFORDABLE UNIT IN VIOLATION OF THIS AGREEMENT OR THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 65915 IS VOID AND SHALL BE SUBJECT TO ALL RIGHTS AND REMEDIES PROVIDED FOR IN THIS AGREEMENT OR AVAILABLE AT LAW OR EQUITY.

7. Marketing Plan and Tenant Selection Procedures for Affordable Units. Prior to the commencement of marketing of the Market Rate Units, Owner shall prepare and submit to the Director for the City's Housing Department, or other designee of the City Manager, a plan and procedures for marketing activities (“Marketing Plan”), application processing, and selection of eligible households for the Affordable Units (“Selection Procedures”). The Marketing Plan and Selection Procedures shall comply with the following minimum requirements:

(a) Owner shall post the availability of the Affordable Units online at the City’s Housing Department page and at any other affiliated, City-maintained sites requested by City.

(b) Owner shall publish notices of the availability of Affordable Units in newspapers circulated widely in the City of Fontana, including newspapers that reach minority communities. At least one notice shall be published in a Spanish language newspaper of general circulation.

(c) Owner shall notify City in writing of the availability of the Affordable Units at least thirty (30) days prior to the desired start date of the marketing period.

(d) Owner shall maintain an on-line sign-up list for prospective applicants to register interest in Affordable Units and will publicize a deadline for accepting applications.

(e) At least seven (7) days prior to the application deadline, Owner will create a randomized list of prospective applicants and reach out to prospective applicants in the order of the randomized list to request additional application information in support of eligibility review

(f) Upon completion of eligibility review by Owner, Owner will provide City a list of eligible applicants prioritized in the order of the randomized list. City shall review, comment, approve or disapprove applicants within ten (10) business days of receipt.

8. City Referrals. City may refer to Owner person(s) or households who meet the eligibility requirements set forth in this Agreement. Owner agrees to accept and consider City referrals for Affordable Units whose applications are submitted by City to Owner, so long as such applications are from bona-fide Income Eligible Households. In the event that a City referral is rejected, Owner shall deliver to City written notice stating the reasons therefor within five (5) days following receipt by Owner of the application.

9. Ineligible Occupants of Affordable Units. The following individuals, by virtue of their position or relationship, are ineligible to rent or purchase an Affordable Unit:

(a) All employees and officials of the City or its agencies, authorities, or commission who have, by virtue of their position, policy-making authority or influence over the implementation of the affordable housing program, as well as the immediate relatives of such employees or officials, including spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister in-law and brother-in-law.

(b) Owner or any principal, employee, affiliate, or agent of Owner, and the immediate relatives of any member, employee, or principal of Owner, or any Owner successors and assignees, including spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, sister in-law and brother-in-law.

10. Income Qualification & On-going Monitoring; Occupants of Affordable Units

(a) Owner shall take reasonable steps to certify the income level of prospective occupants of an Affordable Unit, at the time of the initial application. Furthermore, the households (or tenants) shall annually recertify income during the duration of occupying the Affordable Unit. Owner may request an income certification from the proposed occupant of the Affordable Unit and provide proof of income verification in the following methods, as applicable:

- (i) Paystubs for the preceding 3-month period from date of application;
- (ii) Federal income tax return for the most recent tax year;
- (iii) Income and job address verification from the applicant's employer;
- (iv) Other forms of income verification (e.g., certification from the Social Security Administration); and
- (v) Alternative form of income verification, subject to approval by the Housing Director.

(b) Owner shall apply the same terms and conditions to applicants for Affordable Units as are applied to all other applicants, except as otherwise required to comply with this Agreement (i.e., rent levels, occupancy restrictions and income requirements) and/or

government subsidy programs. Discrimination based on subsidies received by the prospective tenant is prohibited.

(c) Owner shall audit occupants of Affordable Units annually thereafter, as follows:

(i) Tenants of Affordable Units shall provide income verification documentation similar to that listed in subsection (a) above, and proof of occupancy (i.e., copy of utility statement, car registration; tax filing); and,

(ii) Owners of Affordable Units shall provide proof of occupancy (i.e., copy of utility statement, car registration; tax filing).

11. Changes in Household Income; Occupants of Affordable Units.

(a) In the case of a rental of an Affordable Unit, if the income of a tenant occupying an Affordable Unit decreases below the category for which the tenant originally qualified, the tenant shall continue to have the right to reside in the Affordable Unit, provided the tenant pays the rent and performs his/her other obligations to Owner.

(b) If after moving into an Affordable Unit, and during the annual audit of tenant's income, it is determined that the tenant's income exceeds the income limit for that unit, the tenant may remain in the unit as long as the tenant's income does not exceed eighty (80) percent of Area Median Income adjusted for household size. In that event, the applicable rent for the Affordable Unit shall be increased to thirty (30) percent of their audited gross household income, less an Utility Allowance.

(c) If after moving into an Affordable Unit the tenant's income eventually exceeds eighty (80) percent of Area Median Income adjusted for household size, the tenant shall be given one year's notice to vacate the unit. If, during the one-year notice period, the tenant's income changes to qualify as an Income Eligible Household, the notice of termination shall be rescinded.

(d) So long as the Owner complies with the procedures set forth in this section, Owner shall not be in violation of this Agreement due to a tenant's income eventually exceeding the income limit for the Affordable Unit occupied by that tenant.

(e) This section shall not apply if the Affordable Units are sold to Income Eligible Households pursuant to Section 6(b) of this Agreement.

12. No Sublease. No Affordable Unit may be sublet without the written permission of both Owner and City. The City shall not grant permission to lease, rent, or sublet the unit if the prospective occupant is determined to not be an Income Eligible Household.

13. Lease Agreement. Any lease agreement between Owner or its agent and the tenant of any Affordable Unit must include a copy of this Agreement. A fully executed copy of each lease agreement for an Affordable Unit shall be delivered to City within ten (10) days after the date of its execution. Lease agreements shall be for a minimum of 12 months, and tenants shall provide annual income re-verification as requested by Owner or City.

14. City's Right to Inspect Units and Documents. The City may inspect the Affordable Units (subject to the tenant's privacy rights) and any documents or records relating thereto, at any reasonable time to determine Owner's compliance with this Agreement.

15. Maintenance of Affordable Units. Owner shall (a) maintain and operate all Affordable Units so as to provide decent, safe and sanitary housing consistent with federal housing quality standards; (b) make any required repairs or provide any required cleanup and (c) provide the Affordable Units with the same levels of services and maintenance as are provided to the other dwelling units on the Property.

16. Administration Fee. Owner agrees to pay such fees and deposits as the City Council may adopt by resolution over time pursuant to Section 30-342 of Chapter 30, Article II, Division 25 to offset the administrative cost of performing the duties and responsibilities described in this Agreement.

17. Incentives, Concessions and Waivers. This Agreement is made in connection with the Residential Development receiving incentives, concessions, and waivers pursuant to the Conditions approved by the City's Planning Commission. In the event of a breach of the obligations hereunder, Owner agrees and acknowledges that such breach constitutes a violation of the Conditions and may entitle the City to legal or equitable remedies.

18. Federal and State Laws. Notwithstanding the above provisions, nothing contained herein shall require Owner or City to do anything contrary to or refrain from doing anything required by Federal and State laws and regulations promulgated thereunder applicable to the construction, management, maintenance, and rental of low and moderate-income housing units in the City of Fontana.

19. Prohibition Against Discrimination. Owner shall not discriminate against any tenant or potential tenant on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Owner further agrees to take affirmative action to ensure that no such person is discriminated against for any of the above-mentioned reasons.

20. Indemnification. Owner shall defend, indemnify and hold harmless the City of Fontana and its officers, agents, employees, representatives, and volunteers (individually an "Indemnified Party" and collectively, "Indemnified Parties") from and against any loss, liability, claim or judgment arising from or relating in any manner to this Agreement. Owner shall not be required to indemnify and hold harmless an Indemnified Party for liability attributable to the

willful misconduct or gross negligence of the Indemnified Party, provided such willful misconduct or gross negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where an Indemnified Party is shown to have engaged in willful misconduct or been grossly negligent and where the Indemnified Party's willful misconduct or gross negligence accounts for only a percentage of the liability involved, the obligation of Owner will be for that entire portion or percentage of liability not attributable to the willful misconduct or gross negligence of the Indemnified Party. In such an instance, the Indemnified Party will be obligated to reimburse Owner for any and all expenses incurred prior to the agreement of the parties or determination by a court of competent jurisdiction.

21. Recording; Successors and Assigns; Bulk Sale, Transfer or Assignment of Affordable Units.

(a) This Agreement shall be recorded in the Official Records for San Bernardino (the "Official Records") against the Property prior to recordation of a final map or, if no final map, prior to issuance of a building permit, and shall only be subject to matters of public record that City agrees to in writing. Owner agrees that it shall obtain a preliminary title report or, if the City requests, a condition of title guarantee, at Owner's sole cost and expense, that reflects this Agreement is recorded in a priority satisfactory to the City. In the event any other instrument is recorded with priority over this Agreement, Owner agrees that the City may withhold a certificate of occupancy for the Residential Development until a subordination agreement satisfactory to the City is executed and recorded in the Official Records. Notwithstanding the foregoing, if (i) Owner obtains financing that would be conducive to the Project's development or operation ("Project Financing") and (ii) the lender of the Project Financing (the "Lender") requests a subordination agreement then, within thirty (30) days' written request from Owner, the City will execute a recordable subordination agreement on a form reasonably acceptable to the City which subordinates the City's rights and privileges under this Agreement to the rights and privileges the Lender under the Project Financing loan documents provided that in no event shall such subordination violate state law, or interfere with the provisions or restrictions concerning the Affordable Units and their management.

(b) This Agreement shall be binding upon and inure to the benefit of City and Owner, and their respective successors, owners and assigns. City reserves the right to designate another public agency to perform City's obligations or to exercise City's rights and options under this Agreement.

(c) If Owner seeks to sell, transfer or assign the rights in the Residential Development, in full or in part, including any of the Affordable Units, or any rights and obligations in this Agreement, Owner and the proposed transferee shall execute and deliver to City an express written assignment and assumption agreement, with express assumption of Owner's obligations under this Agreement. The proposed assignment and assumption agreement shall be provided to City with at least thirty (30) days to review and approve or disapprove, provided that the approval shall not be unreasonably withheld, conditioned or delayed.

(d) The assignment and assumption agreement required by sub-paragraph (c) shall include a specific acknowledgment by the buyer, transferee or other assignee that the Affordable Units will be provided as rental units in accordance with the obligations set forth in this Agreement. Notwithstanding anything to the contrary herein, this section does not authorize the sale of the Affordable Units to individual homeowners, but only refers to a sale of the Property to an owner who will operate and lease the Affordable Units as rentals in accordance with this Agreement.

(e) The fully executed assignment and assumption agreement shall be recorded in the Official Records of San Bernardino County concurrently with any deed or conveyance of the Affordable Units.

(f) Any sale, transfer, or assignment made in violation of this Agreement shall be null and void, and City shall have the right to pursue any right or remedy at law or in equity to enforce the provisions of the restriction against unpermitted sales, transfers, or assignments

22. Burden to Run with Property. The covenants and conditions contained herein shall run with and burden the Property for the Term of the Agreement. Owner shall expressly make the conditions and covenants in this Agreement a part of any deed or other instrument conveying an interest in the Property.

23. Notices. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective on the date received or the date delivery was refused as indicated on the return receipt, as follows.

To Owner: MV RE HOLDINGS LLC
Attn: Steve Landis
5625 Land View Court
Rancho Cucamonga, CA 91737

To City: City of Fontana
Attn: Housing Manager
8353 Sierra Avenue
Fontana, CA 92335

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 23.

24. Governing Law. The laws of the State of California shall govern this Agreement. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of San Bernardino, State of California, in an appropriate municipal court in that County, or in the Federal District Court in the Central District of California.

25. Default. Failure or delay by either party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other party, constitutes a default under this Agreement; provided, however, that the defaulting party shall be given an additional reasonable amount of time (not to exceed ninety (90) days) to complete the cure if a cure cannot be completed with the thirty (30) day period. Notwithstanding the previous sentence, except in the instance of Owner's gross negligence or willful misconduct, if completion of the cure requires eviction of a tenant of an Affordable Unit, the ninety (90) day limit shall not apply, so long as Owner has commenced the unlawful detainer action within thirty (30) days after receipt of notice from the City, and Owner diligently prosecutes the unlawful detainer action to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with due diligence. The injured party shall give written notice of default to the party in default specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not initiate proceedings against the party in default until thirty (30) days (or such additional time as may be authorized by this Section 25) after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

26. Non-Waiver. Failure to exercise any right City may have or be entitled to, in the event of default hereunder shall not constitute a waiver of such right or any other right in the event of a subsequent default.

27. Further Assurances and Recordation. Owner shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form and do such further acts as may be necessary, desirable or proper as City shall from time to time find necessary or appropriate to effectuate its purpose in entering this Agreement.

28. Entire Agreement. The text herein, consisting of twelve (12) pages and five (5) exhibits, constitutes the entire agreement between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this Agreement shall not be valid or binding. This Agreement may be amended only by written instrument signed by both City and Owner.

(signatures on next page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF FONTANA, a municipal corporation

By: _____
 <<NAME>>
 <<TITLE>>

Dated: _____, 2026

APPROVED AS TO FORM:

ATTEST:

By: _____
 <<NAME>>
 <<TITLE>>

By: _____
 <<NAME>>
 <<TITLE>>

Dated: _____, 2026

Dated: _____, 2026

MV RE Holdings LLC, a California limited liability company

By: _____
Name: Steve Landis
Its: Manager

Dated: _____, 2026

Attachments:

- Exhibit "A" – Legal Description
- Exhibit "B" – Location of Affordable Units and Construction Requirements
- Exhibit "C" – Income Limits
- Exhibit "D" – Calculation of Affordable Housing Cost
- Exhibit "E" – Utility Allowances Schedule

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

**For APN/Parcel ID(s): 0190-301-12, 0190-301-21, 0190-301-37, 0190-301-40, 0190-301-41
and 0190-301-42**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTH 1/2 OF THE EAST 1/2 OF FARM LOT 514, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, AS PER PLAT RECORDED IN BOOK 11 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT WITH THE WEST LINE OF ALDER AVENUE, AS SHOWN ON SAID MAP; THENCE SOUTH ALONG THE WEST LINE OF ALDER AVENUE, 330.05 FEET, TO THE SOUTH LINE OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID LOT 514; THENCE SOUTH 89°55'00" WEST, ALONG SAID SOUTH LINE 630.35 FEET, TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 514; THENCE NORTH ALONG SAID WEST LINE 330.05 FEET, TO THE NORTH LINE OF SAID LOT 514; THENCE NORTH 89°55'00" EAST, ALONG SAID NORTH LINE 630.44 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EAST 90 FEET OF THE WEST 120 FEET OF THE SOUTH 165 FEET.

ALSO EXCEPTING THEREFROM THE NORTH 165 FEET OF THE EAST 150 FEET MEASURED FROM THE CENTERLINE OF ALDER AVENUE.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE EAST 1/2 OF SAID LOT; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE EAST 1/2 OF SAID LOT, 30.00 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO ELSIE B. GEORGE, A WIDOW, RECORDED SEPTEMBER 13, 1949, IN BOOK 2458, PAGE 480, OFFICIAL RECORDS; THENCE NORTH ALONG THE WEST LINE OF SAID GEORGE LAND AND SAID LINE EXTENDED NORTH 330.00 FEET TO THE NORTH LINE OF SAID LOT; THENCE WEST ALONG THE NORTH LINE OF SAID LOT, 30.00 FEET TO THE NORTHWEST CORNER OF SAID NORTH 1/2 OF THE EAST 1/2

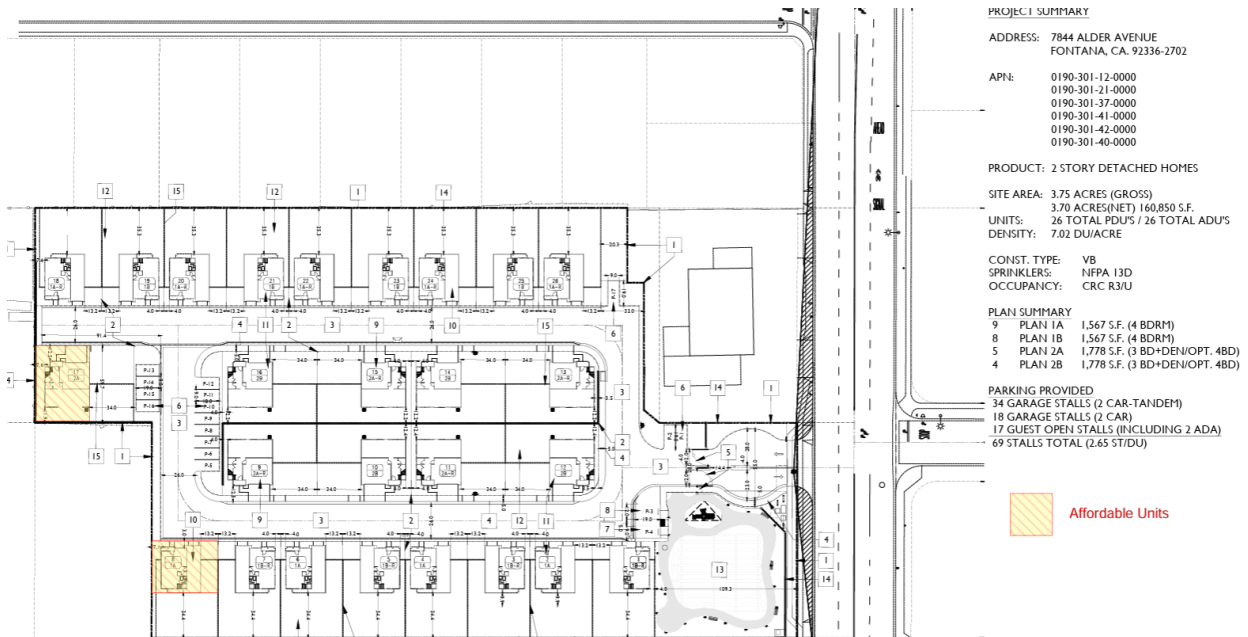
OF SAID LOT; THENCE SOUTH ALONG THE WEST LINE THEREOF, 330.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

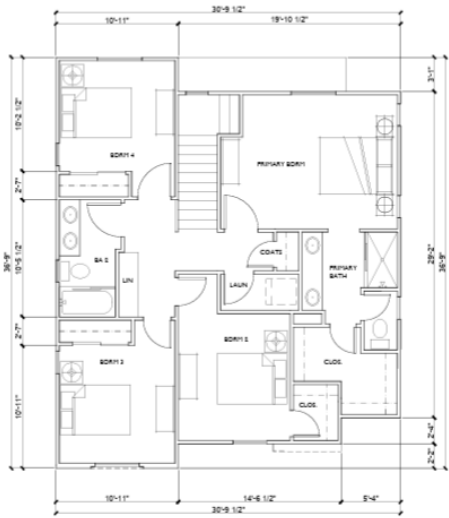
LOCATION OF AFFORDABLE UNITS AND CONSTRUCTION REQUIREMENTS

The Affordable Units are identified in the table below. The Lot Number corresponds to the location of the dwelling units shown in the site plan which follows this page. Approved house plans and elevations for the Affordable Units are included in the following pages.

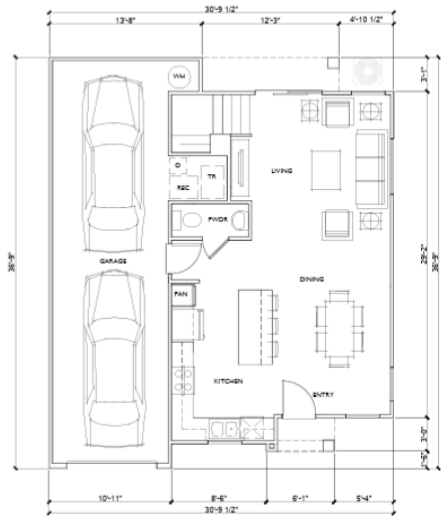
Lot	Address	Income Level	# Bedrooms
17	TBD	Very Low	Three (3) bedrooms
8	TBD	Very Low	Four (4) bedrooms



LOT 8 / PLAN 1



PLAN 1 - SECOND FLOOR



PLAN 1 - FIRST FLOOR

PLAN 1: 4BD/2.5BA

1ST FLR -	590 S.F.
2ND FLR -	977 S.F.
TOTAL GROSS	1,567 S.F.
GARAGE -	421 S.F.
PORCH -	15 S.F.

MATERIAL SCHEDULE

1. ROOF - CONCRETE 'S' TILE
2. EAVE/FASCIA - STUCCO O' SHAPED FOAM
3. WALL - EXTERIOR 16/20 FINISH STUCCO
4. VINYL WINDOW W/ 2X TRIM
- STUCCO O' EPS @ STUCCO
5. RECESSED VINYL WINDOW
6. DECORATIVE GABLE ACCENT
7. DECORATIVE LIGHT FIXTURE 18"(H) MIN.
8. DECORATIVE SHUTTER
9. DECORATIVE POTSHelf
10. SECTIONAL GARAGE DOOR
11. ADDRESS SIGN LOCATION
12. DECORATIVE METAL GRILLE
13. 6X6 ACCENT TILES



PLAN 1A SPANISH - RIGHT ELEVATION



PLAN 1A SPANISH - REAR ELEVATION

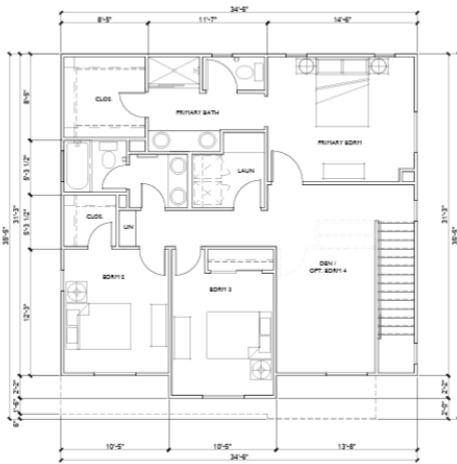


PLAN 1A SPANISH - LEFT ELEVATION

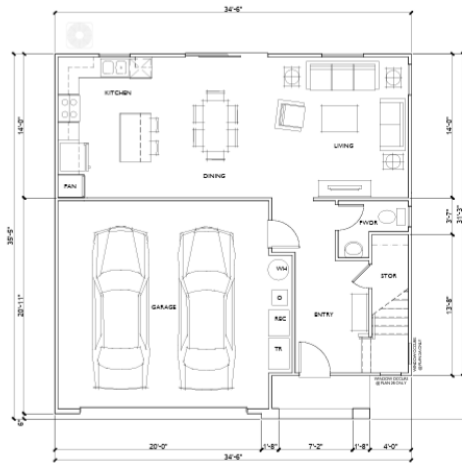


PLAN 1A SPANISH - FRONT ELEVATION

LOT 17 / PLAN 2



PLAN 2 - SECOND FLOOR



PLAN 2 - FIRST FLOOR

PLAN 2: 3BD+DEN/2.5BA

1ST FLR -	700 S.F.
2ND FLR -	1078 S.F.
TOTAL GROSS	1,778 S.F.
GARAGE -	454 S.F.
PORCH -	40 S.F.

MATERIAL SCHEDULE

1. ROOF - CONCRETE FLAT TILE
2. EAVE/FASCIA - 2X RESAWN WOOD
3. WALL - EXTERIOR 16/20 FINISH STUCCO
4. VINYL WINDOW W/ 2X TRIM
5. STUCCO O/ EPS @ STUCCO
6. STUCCO O/ 2X EPS FOAM TRIM
7. DECORATIVE LIGHT FIXTURE 18"(H) MIN.
8. DECORATIVE SHUTTER
9. DECORATIVE POTSHLF
10. SECTIONAL GARAGE DOOR
11. ADDRESS SIGN LOCATION



PLAN 1B TRADITIONAL RANCH - RIGHT ELEVATION



PLAN 1B TRADITIONAL RANCH - REAR ELEVATION



PLAN 1B TRADITIONAL RANCH - LEFT ELEVATION



PLAN 1B TRADITIONAL RANCH - FRONT ELEVATION

EXHIBIT “C” -- INCOME LIMITS

As of April 23, 2025

Visit <https://www.hcd.ca.gov/grants-and-funding/income-limits/state-and-federal-income-rent-and-loan-value-limits>
and click on “Official State Income Limits” for the most current version of this document.

Number of Persons in Household:		1	2	3	4	5	6	7	8
San Bernardino County Area Median Income: \$103,900	Acutely Low	10900	12500	14050	15600	16850	18100	19350	20600
	Extremely Low	23500	26850	30200	33550	37650	43150	48650	54150
	Very Low Income	39200	44750	50350	55950	60450	64900	69400	73850
	Low Income	62650	71600	80550	89500	96700	103850	111000	118150
	Median Income	72750	83100	93500	103900	112200	120500	128850	137150
	Moderate Income	87300	99750	112250	124700	134700	144650	154650	164600

Note: Highlighted row indicate the income limit for an eligible very low income household, adjusted for household size. Other figures are only provided for reference to the HCD income limit table .

EXHIBIT “D” -- Calculation of Affordable Rents

“Affordable Rent” means a gross monthly rent that does not exceed thirty (30) percent of fifty (50) percent of the San Bernardino County Area Median Income, Adjusted for Household Size Appropriate for the Unit. The Affordable Housing Cost shall comply with the requirements of California Health and Safety Code Section 50053 and limits published by the California Department of Housing and Community Development. Affordable Rent shall be calculated as shown in the following example:

Line	Description	Value	Value Type	Notes
A	Number of Bedrooms in Affordable Unit:	3	bedrooms	Fixed Input, as per Exhibit B
B	Adjusted for Household Size Appropriate for the Unit:	4	person household	Fixed Input, as per Agreement
C	Income Eligible Household Type:	Very Low Income		Fixed Input, as per Agreement
D	Income Limit for Income Eligible Housing, Adjusted for Household Size:	\$51,250	annual gross household income	From Exhibit C
E	Affordable Housing Cost:	30%	of annual gross household income	Fixed Input, as per Agreement
F	Annual Housing Cost:	\$15,375	per year	Calculation; D x E
G	Monthly Housing Cost:	\$1,281.25	per month	Calculation; F / 12 month
H	Monthly Utility Allowance:	\$250.00	per month	From Exhibit F or optional Utility Cost Analysis. (estimate)
I	Maximum Monthly Affordable Rent:	\$1,031.25	per month	Calculation; G - H

Note: Line “D” and Line “H” shall be updated based on values in effect at the time that Affordable Rent is set, and shall be verified and updated at the time of every lease signing.

If a tenant is a participant in a tenant-based rental assistance program, including the Housing Choice Voucher Program (“HCVP”), commonly known as Section 8, or other income-based rental subsidy program, contract rent limits applicable to such programs (e.g. HCVP payment standards) shall apply.

EXHIBIT “E”
UTILITY ALLOWANCE SCHEDULE (October 1, 2023)

Visit <https://hacsb.com/current-landlord-information/>
and click on “Utility Allowances” for the most current version of this document.

Locality	Age	Unit Type	Date (mm/dd/yyyy)
San Bernardino County	mixed	Detached Houses	10/1/2025

Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	37	43	49	54	60	66	71
	b. Bottle Gas	90	104	119	131	145	160	172
	c. Electric	73	86	98	110	121	133	151
Cooking	a. Natural Gas	5	6	8	11	13	15	16
	b. Bottle Gas	12	15	19	27	31	36	39
	c. Electric	13	16	27	36	47	56	64
Other Electric		75	88	123	163	204	247	280
Air Conditioning		21	26	68	106	144	182	201
Water Heating	a. Natural Gas	13	15	23	30	38	46	49
	b. Bottle Gas	31	36	56	73	92	111	120
	c. Electric	39	50	69	89	106	122	137
Water		54	56	73	99	125	151	173
Sewer		45	45	45	45	45	45	45
Trash Collection		31	31	31	31	31	31	31
Range/Microwave		7	7	7	7	7	7	7
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	Monthly Cost
Name of Family		Heating	
		Cooking	
		Other Electric	
Address of Use		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
Number of Bedrooms		Refrigerator	
		Other	
		Total	\$

Spreadsheet based on form HUD-52667 (4/2023).

Previous editions are obsolete

ref. Handbook 7420.8

Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.

Exhibit “B”



CITY OF FONTANA CONDITIONS OF APPROVAL

PROJECT: Master Case No. 25-0064
Tentative Tract Map No. 25-0007 (TTM 20852)

DATE: July 21, 2026

LOCATION: 7844 Alder Avenue (APNs: 0190-301-12, -21, -37, -40, -41 and -42).

PLANNING DEPARTMENT:

1. The rights and privileges granted by this project shall not become effective, nor shall the applicant commence the use for which this project is granted, until both of the following have occurred:
 - a. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
 - b. All Conditions of Approval imposed on this project have been fulfilled.
2. This Tentative Tract Map (TTM 20852) shall become null and void two (2) years from the date of approval as specified in Section 30-297 of the Zoning and Development Code unless it has been extended as provided for in Section 26-58 of the Fontana Municipal Code.
3. The applicant shall defend, indemnify, and hold harmless the City of Fontana or its agents, officers, and employees from any claim, action or proceeding against the City of Fontana or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission and/or City Council concerning this subdivision, which action is brought within the time period provided for in Government Code Section 66499.37. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense. The applicant shall defend, indemnify, protect and hold harmless the City of Fontana or its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the applicant's proposed project or to any approvals of the Planning Commission and/or City

Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses, and amendments. The City of Fontana shall promptly notify the applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

In the event of any such third-party action or proceeding, the City shall have the right to retain its own separate legal counsel to defend the interests of the City. The applicant shall be responsible for reimbursing the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by applicant, the City and/or any parties bringing such forth.

The City of Fontana and the applicant acknowledge that the City would not have approved this project if the City were to be liable to applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.

4. Tentative Tract Map No. 25-00007 (TTM No. 20852) shall comply with all applicable development standards of, Chapter 26 (Subdivisions), Chapter 30 (Zoning and Development, and the Subdivision Map Act.
5. The applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after hours, on weekends and on holidays. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays.
6. Historic Archaeological Resources
 - a. Upon discovery of any tribal cultural or archaeological resources, the Applicant shall immediately cease construction activities in the proximate area of the discovery until the resource has been evaluated and appropriate measures have been determined. All tribal cultural and archaeological resources unearthed during construction activities shall be evaluated by a qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, the Applicant shall coordinate consultation with interested tribes (those identified through correspondence with area tribes) and the landowner to determine the treatment and curation of the resources. In most cases, the interested tribes will request preservation in place or recovery of the resource for educational purposes. Work may continue on other parts of the project while evaluation of the resources takes place.

- b. Preservation in place shall be the preferred manner of treatment; however, the final determination of treatment and curation of any tribal cultural or archaeological resource shall be made through consultation among the Applicant, landowner and the interested tribes. In the event that no interested tribe is identified, any tribal or archaeological resources shall be preserved in place. If preservation in place is not feasible, treatment of resource may include archaeological data recovery excavation to recover the resource, followed by laboratory processing and analysis. All tribal cultural resources shall be returned to the respective interested tribe(s). All historic archaeological resources not of Native American origin shall be curated at a public, non-profit institution with a demonstrated research interest in the resources, provided that such institution agrees to accept the resource. If no institution accepts the archaeological resource, it shall be offered to the respective interested tribe, local school or a historical society in the area for educational purposes.
- c. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. Applicant shall take reasonable care to avoid any unnecessary disturbance of physical modification to, or separation of human remains and associated funerary objects. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. A qualified archaeologist shall be responsible for ensuring that all other personnel are appropriately trained and qualified.

7. The construction contractor will use the following source controls at all times:

- a. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(b)(7) of the Fontana City Code.
- b. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
- c. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
- d. Have only necessary equipment onsite.
- e. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
 - i. Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.

- ii. Temporarily enclose localized and stationary noise sources.
- 8. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building and grading plans prior to issuance of any building or grading permits.
- 9. The proposed Lot Line Adjustment (LLA) for the adjustment of property lines between 7844 Alder Avenue and 7810 Alder Avenue, MCN26-0010 & LLA26-0002, shall be finalized and recorded prior to the recordation of Final Map associated with Tentative Tract Map (TTM) No. 25-0007 (TTM 20852).
- 10. As determined by the City, the Applicant shall be responsible for submitting all the necessary documents in accordance with the City's requirements for the formation or annexation into a CFD, obtaining approval of the CFD boundary map. The first public hearing for the formation of the CFD for the project shall be conducted prior to map recordation.

BUILDING AND SAFETY DEPARTMENT:

General Conditions

- 11. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
 - a. California Building Code
 - b. California Residential Code
 - c. California Electrical Code
 - d. California Mechanical Code
 - e. California Plumbing Code
 - f. California Energy Code
 - g. California Fire Code
 - h. California Green Building Standards Code
 - i. City of Fontana Ordinance.
 - j. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.
- 12. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
- 13. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the

Building Official on a case by case basis for extenuating circumstances.

14. The applicant shall verify that all lot lines, easement lines, etc. will be located and/or relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.
15. The applicant shall have the tract or parcel map recorded prior to the issuance of the final Certificate of Occupancy.
16. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

17. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:
 - a. Precise grading plans shall be approved.
18. Prior to any building permits being issued, the Final Tract Map shall be completed in a manner so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code,.

Specific Conditions:

19. When the Entitlement Review is approved submit complete construction drawings including structural calculations to Building and Safety for plan review in accordance with the current edition of the CA Building and Fire Codes including all local ordinances and standards.

RESIDENTIAL ENGINEERING LAND DEVELOPMENT:

20. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
21. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
22. The Applicant shall maintain all improvements and utilities within the public right-of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.

PRIOR TO ISSUANCE OF GRADING PERMIT

23. The Applicant shall submit engineered Rough Grading Plans and obtain full approval.

Rough Grading Plans shall conform to the California Building Code, the California Residential Code, Fontana Municipal Code, and Fontana Standard Plans and Specifications.

24. The Applicant shall submit engineered Precise Grading Plans and obtain full approval. Precise Grading Plans shall conform to the California Building Code, the California Residential Code, Fontana Municipal Code, and Fontana Standard Plans and Specifications. Rough Grading Pad Certification is required to be submitted to the Engineering Department prior to precise grading permit issuance.
25. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.
26. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

PRIOR TO MAP RECORDATION

27. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

28. The Applicant shall record Tract Map 20852, lot line adjustments, right-of-way dedications, easements, and a reciprocal access agreement as required for the development.
29. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. For a full list of traffic requirements, refer to the Traffic Division's conditions of approval. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

30. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.
31. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.
32. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.
33. The Surveyor of Record shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
34. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record notify the City in

writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

35. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
36. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
37. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.
38. The Engineer of Record shall submit a Final Grade Certification to the City Project Engineer for each building that a Certificate of Occupancy is being requested.

ENGINEERING TRAFFIC:

39. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:
 - a. The Project may have a single ingress/egress point along Alder Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.
40. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.
41. At no time shall the design and gating of Project driveways require vehicles to reverse into a travel lane in the public Right-of-Way in order to depart or turn around. This requirement may be excluded if the gate is manned with personnel who may permit an errant driver to enter the site in order to turn around and depart.
42. Stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. Sight distances shall comply with current AASHTO requirements.
43. The site plan shall identify the on-site vehicular traffic flow patterns and circulation, on-site signing and striping, and any restricted, reserved, or other pre-designated parking areas.
44. The location of bicycle parking shall be depicted on the site plan. The number of bicycle parking spaces shall be determined in compliance with the City of Fontana Zoning and Development Code. Bicycle parking shall comply with the Association of Pedestrian and Bicycle Professionals' (APBP) bicycle parking design guidance. In the event that the Fontana Zoning

and Development Code and the APBP guidance differ, the Fontana Zoning and Development Code requirements shall prevail.

45. The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. Pedestrian walkways shall have sufficient pathway lighting.
46. The site plan shall identify the Americans With Disabilities Act (ADA) compliant path(s) of travel to/from the public right of way and from all ADA accessible parking spaces.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

47. The Applicant shall submit and obtain full approval of street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the Project site.
48. The Applicant shall submit and obtain full approval of signing and striping plans, subject to the approval of the City Engineer, for all areas of roadway improvements included in the street improvement plans.

PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY

49. The Applicant shall construct the approved roadway improvements adjacent to the Project site.
50. The Applicant shall install the approved signing and striping plans as part of the street improvements.

FIRE DEPARTMENT:

51. **Jurisdiction:** The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department
52. **Fire Access Road Width:** Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys, and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings, three (3) stories in height or more shall have minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A1.
53. **Street Signs:** Approved temporary or permanent street signs shall be installed throughout the project prior to any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.
54. **Fire Lanes:** The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be installed on public and private roads in accordance with approved standards. SBCoFD

Standard A-2.

55. **Water System Residential:** Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix B of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than six hundred (600) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.
- a. The Fire Flow for this project shall be: 1000 GPM for a 1-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 1,778 Square Foot structure.
56. **Hydrant Marking:** Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.
57. **Water Improvement Plan:** The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type, square foot details of the largest building, total square foot of ALL floors in a multifloored building, square foot size of entire site, and description of what is being constructed/occupancy type. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ***ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE.*** California Fire Code Chapter 5.
58. **Combustible Protection:** Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.
59. **Fire Sprinkler-NFPA #13D:** An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.
60. **Residential Addressing:** The street address shall be installed on the building with numbers that are a minimum of four (4) inches in height and with a one half (1/2) inch stroke. The address shall be visible from the street. During the hours of darkness, the numbers shall be internally and electrically illuminated with a low voltage power source. Numbers shall contrast with their background and be legible from the street. Where the building is fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1.
61. **Security Gates:** In commercial, industrial, and multi-family complexes, all swing gates shall have an approved fire department Knox Lock. Where an automatic electric security

gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3.

62. **Secondary Access:** The development shall have a minimum of 1 point of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1.
63. **San Bernardino County Fire Standards/Codes:** Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA.



Exhibit "C"
CITY OF FONTANA
CONDITIONS OF
APPROVAL

PROJECT: Master Case No. 25-0064
Design Review Project No. 25-0011

DATE: July 21, 2026

LOCATION: 7844 Alder Avenue (APNs: 0190-301-12, -21, -37, -40, -41 and -42).

PLANNING DEPARTMENT:

1. The rights and privileges granted by this project shall not become effective, nor shall the Applicant commence the use for which this project is granted, until both of the following have occurred:
 - A. All of the improvements, construction, alteration and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's issuance of a Certificate of Occupancy or other document evidencing the City's final inspection and acceptance of the work; and
 - B. All other Conditions of Approval imposed by this project have been fulfilled.
 - C. All of the improvements, construction, alteration, and other work set forth in this project have been completed and have been accepted by the City, as evidenced by the City's final inspection and acceptance of the work.
2. This Design Review shall become null and void two (2) years from the date of approval, unless the appropriate permits have been obtained and construction, defined as permit obtainment, commencement of construction of the primary building on site, and successful completion of the first Building and Safety Department inspection, has commenced within this period.
3. The Applicant shall defend, indemnify, protect and hold harmless the City of Fontana and its agents, officers, attorneys and employees from any and all actual or alleged claims, actions or proceedings against the City of Fontana or its agents, officers, attorneys or employees to attack, set aside, void, annul or seek monetary damages arising out of any challenge to the Applicant's proposed project or to any approvals of the Planning Commission and/or City Council concerning this project, including but not limited to actions challenging CEQA actions, permits, variances, plot plans, design plans, maps, licenses,

and amendments. The City of Fontana shall promptly notify the Applicant of any claim, action, or proceeding and the City of Fontana shall cooperate in the defense.

4. In the event of any such third-party action or proceeding, the City shall have the right to retain legal counsel. The Applicant shall be responsible and reimburse the City for such legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This indemnification shall also include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorneys' fees, and other costs, liabilities and expenses incurred in connection with such claim, action, or proceeding whether incurred by Applicant, the City and/or any parties bringing such forth.
5. The City of Fontana and the Applicant acknowledge that the City would not have approved this project if the City were to be liable to Applicant in damages under or with respect to all or any part of this application or this condition of approval. Accordingly, Applicant shall not sue the City for damages or monetary relief for any matter arising from or related to this condition of approval. Applicant's sole and exclusive remedy shall be limited to declaratory/injunctive relief, mandate, and/or specific performance.
6. Prior to the construction of any modifications, all structural and aesthetic changes to the project design must be requested and approved in writing by the Director of Planning or his/her designee. Major structural and aesthetic changes exceeding the codified parameters of administrative policy shall be presented to the Planning Commission for approval. Changes made without approval as stated herein, will prevent the occupancy of the structure until corrections are approved in writing by all appropriate staff.
7. The Director of Planning, or his/her designee, shall have the authority to approve minor architectural changes, including but not limited to window treatments, color combinations, façade treatments, and architectural relief. Any questions on the interpretation of this provision, or changes not clearly within the scope of this authorization shall be submitted to the Planning Commission for consideration as a revision to the Design Review
8. Any foam treatment used for architecture treatments and/or projections located on the first floor (under 14 feet) shall be encased in concrete or similar durable material a minimum of ½ inch thick, or as otherwise determined by the Director of Planning.
9. If solar panel systems are installed on the roof of any residential structure, the installation shall be on top or above the approved roof tile. If a solar panel system is flush-mounted to the roof, matching roof tiles shall be replaced immediately upon removal of the solar panels.
10. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Zoning and Development Code.
11. The Applicant shall post a publicly visible sign on the project site with the telephone number and 24-hour point of contact for dust, noise, and construction complaints. The 24-hour point of contact shall be available 24 hours a day, 7 days a week and have authority to commit additional assets to control dust, or respond to construction complaints after

hours, on weekends and on holidays. Construction shall be limited to 7:00am to 6:00pm on weekdays, 8:00am to 5:00pm on Saturdays, and no construction on Sundays and Holidays.

12. After the fifteen (15) day appeal period, the Applicant shall remove the notice of Filing sign from the project site. The Applicant may request a refund of the \$300 sign deposit. The request shall be submitted to the Planning Department.

13. Historic Archaeological Resources

- A. Upon discovery of any tribal cultural or archaeological resources, the Applicant shall immediately cease construction activities in the proximate area of the discovery until the resource has been evaluated and appropriate measures have been determined. All tribal cultural and archaeological resources unearthed during construction activities shall be evaluated by a qualified archaeologist and tribal monitor/consultant. If the resources are Native American in origin, the Applicant shall coordinate consultation with interested tribes (those identified through correspondence with area tribes) and the landowner to determine the treatment and curation of the resources. In most cases, the interested tribes will request preservation in place or recovery of the resource for educational purposes. Work may continue on other parts of the project while evaluation of the resources takes place.
- B. Preservation in place shall be the preferred manner of treatment; however, the final determination of treatment and curation of any tribal cultural or archaeological resource shall be made through consultation among the Applicant, landowner and the interested tribes. In the event that no interested tribe is identified, any tribal or archaeological resources shall be preserved in place. If preservation in place is not feasible, treatment of resource may include archaeological data recovery excavation to recover the resource, followed by laboratory processing and analysis. All tribal cultural resources shall be returned to the respective interested tribe(s). All historic archaeological resources not of Native American origin shall be curated at a public, non-profit institution with a demonstrated research interest in the resources, provided that such institution agrees to accept the resource. If no institution accepts the archaeological resource, it shall be offered to the respective interested tribe, local school or a historical society in the area for educational purposes.
- C. Archaeological and Native American monitoring and excavation during construction projects shall be consistent with current professional standards. Applicant shall take reasonable care to avoid any unnecessary disturbance of physical modification to, or separation of human remains and associated funerary objects. Principal personnel shall meet the Secretary of the Interior standards for archaeology and have a minimum of 10 years' experience as a principal investigator working with Native American archaeological sites in southern California. A qualified archaeologist shall be responsible for ensuring that all other personnel are appropriately trained and qualified.

14. The construction contractor will use the following source controls at all times:

- D. Construction shall be limited to 7:00 am to 6:00 pm on weekdays, 8:00 am to 5:00 pm on Saturdays, and no construction on Sundays and Holidays unless it is approved by the building inspector for cases that are considered urgently necessary as defined in Section 18-63(b)(7) of the Fontana City Code.
 - E. For all noise-producing equipment, use types and models that have the lowest horsepower and the lowest noise generating potential practical for their intended use.
 - F. The construction contractor will ensure that all construction equipment, fixed or mobile, is properly operating (tuned-up) and lubricated, and that mufflers are working adequately.
 - G. Have only necessary equipment onsite.
 - H. Use manually adjustable or ambient-sensitive backup alarms. When working adjacent to residential use(s), the construction contractor will also use the following path controls, except where not physically feasible, when necessary:
 - Install portable noise barriers, including solid structures and noise blankets, between the active noise sources and the nearest noise receivers.
 - Temporarily enclose localized and stationary noise sources.
15. This project shall comply with all applicable provisions, regulations and development standards of the Fontana Municipal Code.
16. Applicant shall pay all applicable service fees pursuant to the Fontana Municipal Code.
17. All signs shall be reviewed under a separate Design Review Sign application. This includes, but is not limited to, building signs, monument signs, pylon signs, etc.
18. Color combinations and color schemes for commercial buildings approved under a Design Review Permit application shall not be modified or changed without prior approval from the original approving body by a revision to the original application. Minor hue color changes may be approved by the Director of Planning. The Director of Planning shall have the authority to refer minor hue color changes to the Planning Commission for consideration under a revision to the original application if deemed necessary. Appeals shall follow provisions of the Municipal Code.
19. All garage doors shall be metal, sectional roll-up and have windows.
20. The following electrical outlets and garage door opener shall be provided in all garages:
 - I. One automatic garage door opener shall be installed for the double garage door.
21. Wall-mounted decorative lighting fixtures shall be provided at the front porch area as and on each side of the garage door. Wall-mounted decorative lighting fixtures shall be a minimum height of 18 inches.
22. All new block walls visible from public view shall be constructed of decorative block and capped with a prefabricated block cap. New block walls not visible from public view may be constructed of CMU block with a masonry cap.

23. No solid masonry wall shall exceed nine-foot in height as measured from top of ground (finish grade) when used in combination with a retaining wall unless otherwise specified for this project.
24. Recreational amenities shall be constructed of materials and equipment similar to those used in public parks, or as approved by the Director of Planning. Refer to the City of Fontana Park Design Standards, accessible at the City's website under the Planning Department under Landscape Services.
25. All proposed playground at a minimum must, conform to the California Code of Regulations; Title 22 Social Security, Division 4 Environmental Health, Chapter 22 Safety Regulations for Playgrounds. In addition to the above, all materials and methods must meet the following standards: Consumer Product Safety Commission "Handbook for Public Playground Safety" current version, ASTM F1487 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use" current version, ASTM F-1292, "Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" current version, and CFR Part 1191 "Americans with Disabilities Act Disability Accessibility Guidelines for Buildings and Facilities Section 15.6 Play Areas". Playground must include a shade structure, or a standalone shade structure must be provided per the City's Park Design Standards.
26. All fire back flows (DDC/DACA) shall be painted green or earth tone color.
27. Placement, location and screening of utilities of any kind which cannot be installed underground and must be placed above ground for function and safety reasons require approval by the Director of Planning.
28. Any utility easements shall be landscaped and shall be maintained as provided in the easement document.
29. As determined by the City, the Applicant shall be responsible for submitting all the necessary documents in accordance with the City's requirements for the formation or annexation into a CFD, obtaining approval of the CFD boundary map. The first public hearing for the formation of the CFD for the project shall be conducted prior to map recordation.

PRIOR TO ISSUANCE OF BUILDING/GRADING PERMIT

30. All Conditions of Approval contained herein shall be incorporated into all applicable final construction plans and a copy of these conditions shall be placed on a sheet in the final building or grading plans prior to issuance of any building or grading permits.
31. The applicant/developer/property owner shall provide clustered and/or individual mailbox(es) for the delivery of mail to future residents of the development. The location shall be convenient for the residents and not block the line-of-sight for pedestrians or vehicle traffic.
32. The mailboxes shall be made of durable material and shall be installed in a manner that is

resistant to vandalism and meets the requirements of the Post Office. The Post Office currently approves freestanding mailboxes that are F-series and wall mounted boxes that are 4C series. The developer is responsible for contacting the Post Office for the type and location of the mailboxes within their development. Any replacements of the mailboxes subsequent to the original installation shall be the responsibility of the developer, each individual homeowner and/or the homeowners association, and the Post Office.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

33. Development fees and Planning Department final inspection fee must be paid prior to Certificate of Occupancy.
34. Prior to final CO, developer must provide the City with certificate of compliance and a playground inspection report from a certified playground inspector

BUILDING AND SAFETY DEPARTMENT:

General Conditions

35. The applicant shall design the project to show compliance with the latest adopted edition of the following codes as applicable:
 1. California Building Code
 2. California Residential Code
 3. California Electrical Code
 4. California Mechanical Code
 5. California Plumbing Code
 6. California Energy Code
 7. California Fire Code
 8. California Green Building Standards Code
 9. City of Fontana Ordinance.
 10. Disabled access for the site and building must be in accordance to the State of CA and ADA regulations.
36. The applicant shall verify that any temporary building, trailer, commercial coach, etc. installed and/or used in connection with a construction project complies with FMC Chapter 5 Article XIV.
37. The applicant shall verify that all perimeter/boundary walls are designed and constructed so that the outer/exterior face of the wall is as close as possible to the lot line. In any case, the outer/exterior face of the wall shall be within two (2) inches of the lot line. Distances greater than two (2) inches may be approved prior to construction by the Building Official on a case by case basis for extenuating circumstances.
38. The applicant shall verify that all lot lines, easement lines, etc. will be located and/or

relocated in such a manner as to not cause any existing structure to become non-conforming with the requirements of the latest adopted edition of the Building Code, or any other applicable law, ordinance, or code.

39. The applicant shall have the tract or parcel map recorded prior to the issuance of any Final Certificate of Occupancy.
40. The applicant shall verify that all exterior lighting shall be oriented, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

41. The following items (as applicable) shall be completed by the applicant and submitted to Building & Safety prior to the issuance of building permits for this project:

A. Precise grading plans shall be approved.

42. The applicant shall combine the existing parcels into a single parcel, or a lot line adjustment shall be done so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code, prior to any building permits being issued. Prior to any building permits being issued, the Final Tract Map shall be completed in a manner so that the proposed structure(s) does not cross any lot line and complies with all requirements of the California Building Code.

Specific Conditions:

43. When the Entitlement Review is approved submit complete construction drawings including structural calculations to Building and Safety for plan review in accordance with the current edition of the CA Building and Fire Codes including all local ordinances and standards.

RESIDENTIAL ENGINEERING LAND DEVELOPMENT:

44. The Project shall be served by the City's sanitary sewer system, all sewer facilities shall be constructed in accordance with the City Standards. Main trunk sewer line shall be in accordance with master sanitary sewer plan or as approved by the City Engineer.
45. The Applicant shall obtain design and plan approval from all utility providers having jurisdiction over the on-site and off-site utilities. Completion of all undergrounding of on-site and off-site utilities is required by Section 27-52 of the City Municipal Code and in accordance with plans and specifications approved by the City Engineer.
46. The Applicant shall maintain all improvements and utilities within the public right of-way, including street sweeping, prior to issuance of final certificate of occupancy by the City.

PRIOR TO ISSUANCE OF GRADING PERMIT

47. The Applicant shall submit engineered Rough Grading Plans and obtain full approval. Rough Grading Plans shall conform to the California Building Code, the California

Residential Code, Fontana Municipal Code, and Fontana Standard Plans and Specifications.

48. The Applicant shall submit engineered Precise Grading Plans and obtain full approval. Precise Grading Plans shall conform to the California Building Code, the California Residential Code, Fontana Municipal Code, and Fontana Standard Plans and Specifications. Rough Grading Pad Certification is required to be submitted to the Engineering Department prior to precise grading permit issuance.
49. The Applicant shall submit and gain approval of a complete Water Quality Management Plan report in accordance with the County of San Bernardino Technical Guidance Document and latest template.
50. The Applicant shall submit and gain approval of a final drainage study prepared in accordance with the County of San Bernardino Hydrology Manual and Fontana Master Plan of Drainage.

PRIOR TO MAP RECORDATION

51. Applicant shall provide a Subdivision Improvement Agreement, with accompanying security. The agreement shall be executed on City-provided forms.

PRIOR TO ISSUANCE OF ANY OTHER CONSTRUCTION PERMITS

52. The Applicant shall record Tract Map 20852, lot line adjustments, right-of-way dedications, easements, and a reciprocal access agreement as required for the development.
53. The Applicant shall submit engineered improvement plans and obtain full approval. All required public improvements, including but not limited to streets, storm drainage systems, sewers, streetlights, striping, signs, landscape, and any required traffic control and/or detour plans. For a full list of traffic requirements, refer to the Traffic Division's conditions of approval. All plans shall conform to City Standards and Specifications, and as approved by the City Engineer.

PRIOR TO ISSUANCE OF FINAL CERTIFICATE OF OCCUPANCY

54. Complete all public improvements required of the project. Underground utilities required of the project. Ensure streetlights are energized and operating properly.
55. The Applicant/Engineer to provide the City of Fontana with As Built/Record Drawings for all public improvement plans. The Applicant/Developer shall provide a copy of the streetlight electric bill.
56. Slurry seal roads effected by the development as directed by the inspector. Slurry seal limits may extend past the project frontage to address existing striping/pavement markings that conflicts with new striping/pavement markings, repair trenches, and other areas as determined by the inspector.
57. The Surveyor of Record shall provide centerline ties to the City of Fontana reflecting proper setting of all survey monuments within the project limits and replace any existing survey monuments damaged or removed during construction.
58. The Surveyor of Record shall set survey monuments as required by the map and corner records must be recorded with the County. The Surveyor of Record notify the City in writing that monuments have been set in accordance with the recorded subdivision map and he/she has been paid in full for doing so.

59. All sewers shall be video inspected by applicant/contractor. Sewer video shall include clean-out connection, clean-out to lateral segment, lateral, and main line. Contractor performing the video inspection must have a NASSCO PACP, LACP, and MACP certification. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff with an accompanying full report. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
60. All storm drains shall be video inspected by applicant/contractor. Storm drain video shall include main lines and laterals. Applicant shall provide a copy of the video on DVD or flash drive to inspection staff. Videos to be inspected and approved by City Inspector. If removal and replacement of any utility is required, a subsequent video of the repair will be required.
61. The Applicant/Engineer of Record shall submit a conforming copy of the recorded Memorandum of Agreement for the Water Quality Management Plan and Storm Water Best Management Practices transfer. The Access, Maintenance, and the WQMP Certification for BMP Completion must be submitted to the City Project Engineer.
62. The Engineer of Record shall submit a Final Grade Certification to the City Project Engineer for each building that a Certificate of Occupancy is being requested.

ENGINEERING TRAFFIC:

63. Project ingress and egress locations and restrictions shall be as follows, with additional or lesser restrictions being necessitated subject to changes in the site plan and approval of the City Engineer:
 - A. The Project may have a single ingress/egress point along Alder Avenue which may allow for full access (i.e., left- and right-turning inbound and outbound) movements.
64. Left-turn ingress and/or egress at all access locations may be restricted in the future due to traffic operational or safety concerns. Alternatives to such restrictions may be considered, subject to approval of the City Engineer.
65. At no time shall the design and gating of Project driveways require vehicles to reverse into a travel lane in the public Right-of-Way in order to depart or turn around. This requirement may be excluded if the gate is manned with personnel who may permit an errant driver to enter the site in order to turn around and depart.
66. Stopping sight distance must be shown to meet the required standards both horizontally and vertically at all ingress/egress locations including consideration for walls, landscaping, grading, and vegetation. Sight distances shall comply with current AASHTO requirements.
67. The site plan shall identify the on-site vehicular traffic flow patterns and circulation, on-site signing and striping, and any restricted, reserved, or other pre-designated parking areas.
68. The location of bicycle parking shall be depicted on the site plan. The number of bicycle parking spaces shall be determined in compliance with the City of Fontana Zoning and Development Code. Bicycle parking shall comply with the Association of Pedestrian and

Bicycle Professionals' (APBP) bicycle parking design guidance. In the event that the Fontana Zoning and Development Code and the APBP guidance differ, the Fontana Zoning and Development Code requirements shall prevail.

69. The site plan shall identify all pedestrian access ways and traffic crossings. Crossings shall be clearly marked, lighted, and identified throughout the interior of the project. Pedestrian walkways shall have sufficient pathway lighting.
70. The site plan shall identify the Americans With Disabilities Act (ADA) compliant path(s) of travel to/from the public right of way and from all ADA accessible parking spaces.

PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS

71. The Applicant shall submit and obtain full approval of street improvement plans, subject to the approval of the City Engineer, for all roadway improvements adjacent to the Project site.
72. The Applicant shall submit and obtain full approval of signing and striping plans, subject to the approval of the City Engineer, for all areas of roadway improvements included in the street improvement plans.

PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY

73. The Applicant shall construct the approved roadway improvements adjacent to the Project site.
74. The Applicant shall install the approved signing and striping plans as part of the street improvements.

FIRE DEPARTMENT:

75. **Jurisdiction:** The above referenced project is under the jurisdiction of the Fontana fire Protection District (herein "Fire Department"). Prior to any construction occurring on any parcel, the applicant shall contact the Fire Department for verification of current fire protection requirements. All new construction shall comply with the current California Fire Code requirements and all applicable statutes, codes, ordinances, and standards of the Fire Department
76. **Fire Access Road Width:** Prior to map recordation, all fire access roadways shall be designed to meet the requirements for this development and shall be approved by the Fire Department. All buildings shall have access provided by approved roads, alleys, and private drives with a minimum twenty-six (26) foot unobstructed width and vertically to fourteen (14) feet six (6) inches in height. Buildings, three (3) stories in height or more shall have minimum access of thirty (30) feet unobstructed width and vertically to fourteen (14) feet six (6) inches in height. California Fire Code Chapter 5 & SBCoFD Standard A1.
77. **Street Signs:** Approved temporary or permanent street signs shall be installed throughout the project prior to any combustible materials being placed on the construction site. California Fire Code Chapter 5 & SBCoFD Standard A-2.
78. **Fire Lanes:** The applicant shall submit a site plan to the Fire Department for review and approval of all proposed signage and striping for all fire access roadways. All curbs adjacent to fire lanes shall be painted red and "No Parking, Fire Lane" signs shall be

installed on public and private roads in accordance with approved standards. SBCoFD Standard A-2.

79. **Water System Residential:** Prior to map recordation or lot line adjustment, all water supply systems shall be designed to meet the required fire flow for this development and shall be approved by the Fire Department. The required fire flow shall be determined by using Appendix B of the California Fire Code. A minimum of one new six (6) inch fire hydrant assembly with two (2) two and one half (2 1/2) inch and one (1) four (4) inch outlet (4"x2.5"x2.5") shall be provided. All fire hydrants shall be spaced no more than six hundred (600) feet apart as measured along vehicular travel-ways. California Fire Code Chapter 5 & SBCoFD Standard W-2.

B. The Fire Flow for this project shall be: 1000 GPM for a 1-hour duration at 20 psi residual operating pressure. Fire Flow is based on a 1,778 Square Foot structure.

80. **Hydrant Marking:** Blue reflective pavement markers indicating fire hydrant locations shall be installed as specified by the Fire Department. SBCoFD Standard W-2.

81. **Water Improvement Plan:** The applicant shall submit "Water Improvement Plans" to Fontana Fire Prevention. W.I.P. to include site plan, existing & proposed PUBLIC fire hydrant locations, building construction type, square foot details of the largest building, total square foot of ALL floors in a multifloored building, square foot size of entire site, and description of what is being constructed/occupancy type. Once approved by Fire Department, applicant will provide stamped/approved W.I.P to water purveyor for their construction needs. ***ON-SITE PRIVATE FIRE WATER SUPPLY SHALL BE INSPECTED AND IN WORKING CONDITION PRIOR TO PLACING COMBUSTIBLE MATERIALS ON THE JOBSITE.*** California Fire Code Chapter 5.

82. **Combustible Protection:** Prior to combustibles being placed on the project site an approved paved roadway providing fire access and fire hydrants providing an acceptable fire flow shall be installed. California Fire Code Chapter 5.

83. **Fire Sprinkler-NFPA #13D:** An automatic life safety fire sprinkler system complying with NFPA 13D and Fire Department standards is required. A fire sprinkler contractor shall submit three (3) sets of detailed plans with hydraulic calculations and manufacturer specification sheets to the Fire Department for approval. The required fees shall be paid at the time of plan submittal. California Fire Code Chapter 9 & SBCoFD Standard F-2.

84. **Residential Addressing:** The street address shall be installed on the building with numbers that are a minimum of four (4) inches in height and with a one half (1/2) inch stroke. The address shall be visible from the street. During the hours of darkness, the numbers shall be internally and electrically illuminated with a low voltage power source. Numbers shall contrast with their background and be legible from the street. Where the building is fifty (50) feet or more from the roadway, additional contrasting four (4) inch numbers shall be displayed at the property access entrances. California Fire Code Chapter 5 & SBCoFD Standard B-1.

85. **Security Gates:** In commercial, industrial, and multi-family complexes, all swing gates

shall have an approved fire department Knox Lock. Where an automatic electric security gate is used, an approved Fire Department override switch is required. California Fire Code Chapter 5 & SBCoFD Standard A-3.

86. **Secondary Access:** The development shall have a minimum of 1 point of vehicular access during each phase of construction for fire and emergency access purposes and for evacuation routes. SBCoFD Standard A-1.

87. **San Bernardino County Fire Standards/Codes:** Items not directly called out on these Conditions of Approval, shall also adhere to currently adopted San Bernardino County Fire Standards, California Fire Code, & NFPA