

July 10, 2014

California Department of Transportation
Attention Affordable Sales Program
1120 N. Street, MS 37
Sacramento, California 95814

Dear Sir/Madam,

My husband Joe Salas and I, Marie Salas are currently Caltrans tenant renting a home located at [REDACTED]. We would like the opportunity to buy this house. However, there has been concerns raised regarding the sales and rights of potential buyers of these homes. In reading the information that is currently circulating by Caltrans we would appreciate clarification regarding the 30 year Covenant and consider our suggestions.

My concern is that the 30 year Covenant placing Caltrans first on the deed of a house does not follow the law of the Roberti Bill. In reading the Roberti Bill (54238.4) this article is intended to benefit person and families subject to displacement and persons and families of low or moderate income. Caltrans is not considered per the Roberti Bill as a person or family and will not be subjected to displacement. Therefore it does not apply for ownership of these homes. What is the reasoning behind Caltrans being part of the deed? Furthermore, there is no mandate that states a 30 year covenant in the Roberti Bill or in Gov. Jerry Brown's order to sell the homes. Please explain where in the Roberti Bill law state it is necessary for Caltrans to impose a 30 year Covenant or in the Governor's orders?

Another concern about the 30 year Covenant is the restriction of allowing the buyer to make repairs or maintenance on a home. This restriction is so unheard of that I have to wonder if Caltrans is imposing these restriction to detour people from wanting to buy these homes. Here are some issues with respect to the repairs and maintenance. The foundation of the house is weak due to termite damage. The house has very little insulation. Fifty percent of the wiring is the original and needs to be replaced due to exposed wires (house built in 1923). Walls and floors have termite damage and major cracks on the walls. If we should buy this home I would like to update the kitchen add a bathroom and bedroom. If I am not allowed to repair and or make changes to the house than who is responsible for maintaining the house? What is the purpose of buying a home that you cannot fix or remodel? Will Caltrans pay half the cost? These unfair restrictions on tenants wanting to buy the home they rent will make it very difficult for a bank to approve a loan. Furthermore, many of the homes will not pass inspection. Not allowing a buyer to repair or maintain the house also brings down the value of the house and the value of surrounding community.

Suppose the 30 year Covenant is part of the agreement and on the deed does this mean Caltrans will be responsible for paying half of the house taxes, house insurance, mortgage, repairs, and maintenance while on the deed? If no, than what is the purpose of being on the deed?

If I should expire during the 30 year Covenant who becomes full owner and what rights to my children or grandchildren have if this should occur during this time?

Can Caltrans take away the house during the 30 year Covenant? If yes for what reasons?

Why does Caltrans want to be in the deed when presume Caltrans wants out of the responsibility of the houses?

Will the years of renting be considered if this 30 year Covent should occur? For example, I've been renting this house for 18 years. Will the 18 years be deducted from the 30 year Covenant? Therefore, leaving Caltrans only 12 years on the deed?

What about Caltrans taking into account the years and money spent (rent & out of pocket maintenance) from the purchase sale price of the house?

What does "in good standing" meant to Caltrans? Please explain.

What is the purpose behind the 30 year Covenant? Is it a mandate? If yes, where does it state in the Roberto Bill Law and or in the State law?

We want a fair oppportunity to purchase our rental house along the 710 freeway and begin the process of taking care of the house as quickly as possible without the interference of a 30 year Covenant imposed by Caltrans. It is not a mandate and therefore we feel it is not necessary or fair practice by Caltrans. We are suggesting that other alternatives be reviewed and considered in the selling of the homes.

We have certified this letter to be delivered before July 14 2014 (before 5:00pm) and would appreciate a response to our concerns and recommendations.

Sincerely,



Mr. Mrs. Marie & Joe Salas

