

Johnson County
Becky Ivey
County Clerk
Cleburne 76033



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Instrument Number: 2016-24688

As
Declaration

Recorded On: October 06, 2016

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To

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3224 26TH ST
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METAIRIE LA 70002

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I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color race is invalid and unenforceable under Federal law.

Becky Ivey

BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

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DECLARATION OF LAND USE RESTRICTIVE COVENANTS
AND USE RESTRICTION AGREEMENT FOR LOW INCOME HOUSING TAX CREDITS

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS/LAND USE RESTRICTION AGREEMENT FOR LOW-INCOME HOUSING TAX CREDITS (this "Declaration"), dated as of **SEPTEMBER 9, 2016**, is made by and between **MEADOWBROOK SQUARE HOUSING, L.P., A TEXAS LIMITED PARTNERSHIP**, (together with its successors and assigns, the "Development Owner") and the **Texas Department of Housing and Community Affairs**, a public and official agency of the State of Texas (together with any successor to its rights, duties and obligations, the "Department"), and is given by Development Owner as an inducement to the Department to allocate tax credits as a condition precedent to the determination that the Development, as defined herein, satisfies the requirements of the State of Texas's Qualified Allocation Plan and the allocation of low-income housing tax credits (the "Tax Credits") by the Department, pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto (the "Code"). This Declaration incorporates the extended low-income housing commitment required by Section 42(h)(6) of the Code and is entered into in accordance with the provisions of Chapter 2306 of the Texas Government Code, (the "Act"), as may be amended from time to time.

WITNESSETH:

WHEREAS, the Development Owner is or shall be the Development Owner of a low income rental housing development, known as or to be known as **MEADOWBROOK SQUARE APARTMENTS** (the "Development Improvements"), on real property located in the City of **GODLEY**, County of **JOHNSON**, State of Texas, more particularly described in the "Legal Description" attached hereto as Exhibit A and incorporated herein by reference for all purposes (the "Development Land") (the Development Improvements and the Development Land being collectively referred to herein as the "Development");

WHEREAS, the Department has been designated by the Governor of the State of Texas as the housing credit agency for the State of Texas for the allocation of Tax Credits;

WHEREAS, the Development Owner has represented to the Department in the Development Owner's Low-Income Housing Tax Credit Application (the "Application"), authorized by the Department's Low-Income Rental Housing Tax Credit Rules, also known as the Department's "Qualified Allocation Plan," Title 10, Part 1, Chapter 11 of the Texas Administrative Code, the Department's Uniform Multifamily Rules Title 10, Part 1, Chapter 10 of the Texas Administrative Code, the Department's Enforcement Rules, Title 10, Part 1, Chapter 2 of the Texas Administrative Code, and the Department's Administration Rules, Title 10, Part 1, Chapter 1 of the Texas Administrative Code (collectively, the "Department Rules"), that, among other things, the Development Owner shall lease **100%** of the units in the Development to individuals or families whose income is **60%** or less of the area median gross income (including adjustments for family size), as more specifically provided herein, such Application, and the representations and undertakings set forth therein, being incorporated herein by reference for all purposes;

WHEREAS, the Development Owner has represented to the Department in the Application that it will impose additional rent, occupancy, and ownership restrictions as shown in the "Additional Use Restrictions" attached hereto as Addendum B, and as applicable, "Additional Use Restrictions- Accessibility Requirements" attached hereto as Addendum C, "Additional Use Restrictions- Amenity Requirements" attached hereto as Addendum D, and "Additional Use Restrictions-Right of First Refusal" attached hereto as Addendum E, each and all of which are incorporated herein by reference for all purposes.

WHEREAS, the Development Owner is subject to the regulatory and oversight powers of the Department and other terms and conditions of Chapter 2306 of the Act;

WHEREAS, the Code requires, as a condition precedent to the allocation of Tax Credits, that the Development Owner execute, deliver, and record in the real property records of the county in which the Development is located this Declaration in order to create certain covenants running with the land for the purpose of enforcing the requirements of Section 42 of the Code by regulating and restricting the use, occupancy, and transfer of the Development as set forth herein; and

WHEREAS, the Development Owner, under this Declaration, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Development shall be and are covenants

running with the Development Land for the Term stated herein, are binding upon all subsequent owners and operators of the Development during such Term, and are not merely personal covenants of the Development Owner.

NOW, THEREFORE, in consideration of the premises set forth above, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Development Owner and the Department agree as follows:

SECTION 1 - DEFINITIONS

(a) Unless the context otherwise requires, and in addition to those terms defined in the recitals set forth above, capitalized terms used in this Declaration shall have the following meanings:

Act--Means Chapter 2306 of the Texas Government Code, as amended, or any corresponding provision or provisions of succeeding law as it or they may be amended from time to time.

Area Median Gross Income (AMGI)--Area median gross household income, as determined for all purposes under and in accordance with the requirements of Section 42 of the Code.

Assumption Agreement--An agreement regarding the transfer of the Development that meets the requirements of Section 3(i) hereof.

Board--Means the governing board of the Department.

Compliance Period--Means with respect to any building, the period of 15 taxable years beginning with the first day of the 1st taxable year of the Credit Period.

Cost Certification--Means the cost certification procedures as described in the cost certification manual contained in the Post Carryover Activities Manual published by the Department from time to time and applicable to the year of this Declaration, setting forth the documentation required for the Department to perform a feasibility analysis in accordance with Section 42(m)(2)(B) of the Code, as applicable, so that a final credit allocation may be determined.

Credit Period--Means with respect to any building, the period of 10 taxable years beginning with the taxable year in which the building is placed in service, or at the election of the taxpayer, the succeeding taxable year, but only if the building is a qualified low-income building as of the close of the 1st year of such period.

Department Compliance Monitoring Procedures--Means those procedures and requirements adopted or imposed by the Department, and modified by the Department from time to time, for the purpose of discharging its responsibilities pursuant to Section 42(m)(1)(B)(iii) of the Code to monitor compliance by the Development Owner and the Development with the provisions of Section 42 of the Code and to notify the Service of instances of noncompliance.

Extended Use Period--Means, with respect to a building, the period beginning on the first day in the Compliance Period on which such building is part of a Qualified Low-Income Housing Project, and ending on the later of (i) the date specified by the Department in the "Additional Use Restrictions" attached to this Declaration as Addendum B, or (ii) the date which is 15 years after the close of the Compliance Period with respect to such building.

Fair Housing Sponsor Report--Means the annual report required by the Department as described in Section 2306.0724 of the Act or other report required by State or Federal Law.

Gross Rent--Means all amounts paid by a Tenant for rent, determined in a manner consistent with Section 42(g)(2) of the Code. Gross Rent shall include any utility allowance prescribed by the Secretary.

Low-Income--Means, with respect to any Tenant, an income level not exceeding 50% or 60% of AMGI, as applicable, adjusted for family size, as provided in Section 4 hereof, unless an alternative income level shall be set forth in the "Additional Use Restrictions" attached in this Declaration as Addendum B.

Low-Income Tenant--Means a Tenant who, when the Tenant initially occupied a Unit, had an Income qualifying as Low-Income. For so long as the Tenant occupies the particular Unit or another Unit in the same building, the Tenant will remain a Low-Income Tenant if the Tenant's Income, upon the most recent income certification, does not exceed 140% of the applicable Low-Income limit.

Low-Income Unit--A Unit that is occupied by a Low-Income Tenant, or as the context may require, that is intended or required to be occupied by a Low-Income Tenant.

Minimum Applicable Fraction--Means the percentage, with respect to a building in the Development, calculated as the lesser of the percentage of Units in such building which are Low-Income Units or the percentage of floor space of all Units in such building which is in Low-Income Units, all calculated as required pursuant to Section 42(c)(1)(B) of the Code, which serves as the basis for the Department's allocation of Tax Credits to the building as provided in Section 4(c) hereof.

Principal--The term Principal is defined as any Person that will be capable of exercising Control over a partnership, corporation, limited liability company, trust, or any other private entity. In the case of:

(A) Partnerships, Principals include all General Partners, Special Limited Partners and Principals with ownership interest;

(B) Corporations, Principals include any officer authorized by the board of directors to act on behalf of the corporation, including the president, vice president, secretary, treasurer and all other executive officers, and each stock holder having a 10% or more interest in the corporation and any individual Controlling such stock holder; and

(C) Limited liability companies, Principals include all managing members, members having a 10% or more interest in the limited liability company, any individual controlling such members, or any officer authorized to act on behalf of the limited liability company.

Rent-Restricted--Means, with respect to any Unit, that the Gross Rent with respect to such Unit is not more than 30% of the imputed income limitation applicable to such Unit pursuant to Section 42(g)(2)(C) of the Code.

Secretary--Means the Secretary of the Treasury of the United States.

Service--Means the United States Internal Revenue Service and any successor thereto.

State--Means the State of Texas.

Tenant--Means the individual or individuals constituting a household, entitled to occupy a Unit in the Development by lease or other legal relationship with the Development Owner.

Term--Means the length of time this Declaration shall remain in effect as set out in Section 5 hereof.

Unit--Means any residential rental unit in a development constituting an accommodation, including a single room used as an accommodation, occupied on a non-transient basis, that contains complete physical facilities and fixtures for living, sleeping, eating, cooking, and sanitation, as further provided at Section 3(f) hereof.

(b) Any term or phrase which is used in this Declaration and not defined herein shall have the meaning, if any, assigned thereto in Section 42 of the Code, and if no meaning is assigned thereto in Section 42 of the Code, the meaning, if any, assigned in (i) the Department Rules or (ii) the Department's Definitions for Housing Program Activities applicable to the year of this Declaration. Any term or phrase which is defined herein shall, unless the context shall clearly indicate otherwise, be interpreted in a manner consistent with the provisions and requirements of Section 42 of the Code.

SECTION 2 – RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

(a) The Development Owner shall, at its own cost and expense, cause this Declaration and all amendments hereto to be recorded and filed in the official real property records of the county in which the Development is located. Upon recording, the Development Owner shall immediately transmit to the Department an executed original of the recorded Declaration stamped by the county clerk to show the date of recordation and the volume and page numbers of record where the recorded document may be found. The Development Owner acknowledges and agrees that the Department will not issue the Internal Revenue Service Form(s) 8879, evidencing final allocation of the Tax Credits to the Development, unless and until the Department has received the recorded, executed original of the Declaration and that in addition to providing the executed original Declaration, all other requirements attendant to the issuance of Form(s) 8879 must have been fulfilled to the Department's reasonable satisfaction.

(b) The Development Owner intends, declares, and covenants, on behalf of itself and all future owners and operators of the Development during the Term of this Declaration, that this Declaration and the covenants and restrictions set forth in this Declaration

regulating and restricting the use, occupancy and transfer of the Development (i) shall be and are covenants running with the Development Land, encumbering the Development Land for the Term of this Declaration and binding upon the Development Owner's successors in title and all subsequent owners and operators of the Development Land, and (ii) shall bind the Development Owner (and the benefits shall inure to the Department and any past, present or prospective Tenant of the Development pursuant to Section 2306.185(d) of the Act) and its respective successors and assigns during the Term of this Declaration. The Development Owner hereby agrees that any and all requirements of the laws of the State of Texas to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Development Land. For the Term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Development or portion thereof shall expressly provide that such conveyance is subject to this Declaration; provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Development or portion thereof provides that such conveyance is subject to this Declaration.

(c) The Development Owner shall obtain the written consent of any existing lienholder of record on the Development to this Declaration and the requirements hereof, including specifically the requirements of Section 5(b)(1) hereof and Section 5(c) hereof with respect to provisions which survive or may be revived after foreclosure, and such consent shall be in a form promulgated by the Department from time to time and shall be a condition precedent to the issuance by the Department of Internal Revenue Service Form 8609, evidencing final allocation of the Tax Credits. The Development Owner represents and warrants to the Department that attached hereto as Addendum A and made a part hereof is an executed and acknowledged "Consent and Subordination of Lienholder" from each existing lienholder, if any, as of the effective date hereof.

SECTION 3 – REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE DEVELOPMENT OWNER

The Development Owner hereby represents covenants and warrants as follows:

(a) The Development Owner (i) is a **LIMITED PARTNERSHIP**, duly organized and validly existing under State law, and is duly authorized and qualified to transact in the State of **TEXAS** any and all business contemplated by this Declaration and the Department Rules; (ii) possesses all requisite power, authority, licenses, and permits to own its properties and assets and to conduct its business; and (iii) has all legal right, power and authority to execute and deliver this Declaration.

(b) The execution and performance of this Declaration by the Development Owner (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulation, or any order of any court or other department of the State or governmental body, (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Development Owner is a party or by which it or the Development is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Development Owner has, at the time of execution and delivery of this Declaration, good and indefeasible fee simple title to, or a leasehold interest extending at least ten years beyond the end of the Extended Use Period in, the premises constituting the Development, free and clear of any lien, charge, or other encumbrance, except those created by any loan documents relating to the Development, those which are created pursuant to this Declaration, and those which are otherwise permitted encumbrances and exceptions, as specifically set forth in "Permitted Encumbrances and Exceptions" attached hereto as Exhibit B and incorporated herein by reference for all relevant purposes.

(d) There is no action, suit, or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Development Owner, threatened, against or affecting the Development Owner or any of its properties or rights (including the Development) which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (including the business contemplated by this Declaration) or would materially and adversely affect its financial condition.

(e) The Development constitutes or will constitute a Qualified Low-Income Housing Project, as defined in Section 42(g) of the Code, and the Development Owner covenants, that commencing with the last day of the first year of the Credit Period and continuing throughout the Term of this Declaration, it shall at all times maintain the Development as a Qualified Low-Income Housing Project, as defined in Section 42(g) of the Code.

(f) Each Unit in the Development contains separate and complete physical facilities and fixtures for living, sleeping, eating, cooking, and sanitation (unless the Development qualifies as a single-room occupancy Development) which is to be used on other than a transient basis as provided in Section 42(i)(3) of the Code.

(g) The Development Owner will comply fully at all times with the Department Rules and will cause the Development to comply fully at all times with the Department Rules.

(h) During the Term of this Declaration, the Development Owner covenants, agrees, and warrants that each Low-Income Unit is and will remain suitable for occupancy in accordance with regulations prescribed by the Secretary, taking into account local health, safety, and building codes.

(i) The Development Owner covenants that it will not, without prior written approval from the Department, sell, transfer, or exchange the Development or any portion thereof, nor will it sell, transfer, or exchange any portion of any building in the Development unless it sells, transfers or exchanges the entire building to the same person. Subject to the requirements of Section 42 of the Code and this Declaration, the Development Owner may sell, transfer, or exchange the entire Development or any building in the Development at any time, provided that the Development Owner shall require, as a condition precedent to any such sale, transfer or exchange, that the successor owner and operator assume, in writing, in an Assumption Agreement acceptable to the Department, the Development Owner's obligations hereunder and under Section 42 of the Code, which Assumption Agreement shall be delivered to the Department in executed, recordable form prior to any such sale, transfer, or exchange. Any attempt to sell, transfer, or exchange prior to the tender of the required executed Assumption Agreement shall be null and void. This provision shall not act to waive or supersede any other restriction on or any other requirement relating to the sale, transfer, or exchange of the Development or any building in the Development. The Development Owner agrees that the Department may withhold approval of any sale, transfer, or exchange of the Development if the successor owner and operator fails to execute and deliver an Assumption Agreement or if the Development Owner or the successor owner and operator otherwise acts in contravention of this Section 3(i) or Section 3(j) hereof. This Declaration and the covenants contained herein shall survive and be effective regardless of whether any such successor owner and operator or intended successor owner and operator shall have assumed them pursuant to an executed Assumption Agreement. Regardless of who owns the Development, this Declaration remains in effect for the entirety of its stated term unless otherwise terminated under Section 5(b) hereof.

(j) The Development Owner agrees to notify the Department in writing prior to any sale, transfer, or exchange of the entire Development or any building therein, and to provide to the Department the name(s) and address(es) and financial reports, as applicable, of the prospective successor owner and operator of the Development or building, so the Department can determine the economic viability of such prospective successor and such Development or building and whether such prospective successor is acceptable as Development Owner under the Department Rules. The Development Owner further agrees to notify the Department in writing prior to any change in the identity of a General Partner or other Principal of the Development Owner, and to provide to the Department the name(s), address(es), and financial reports, as applicable, of any successor or additional General Partner or Principal, so the Department can determine whether such party is acceptable in such role with the Development Owner under the Department Rules.

(k) The Development Owner shall not demolish any part of the Development or substantially subtract from any real or personal property of the Development or permit the use of any Unit for any purpose other than rental housing during the Term of this Declaration, unless required by law.

(l) The Development Owner represents, warrants, and agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Development Owner will use its best efforts to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Declaration.

(m) The Development Owner warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(n) The Development Owner agrees, warrants, and covenants to comply with all law, ordinances, statutes, codes, orders, rules, regulations, and decrees of the United States, the State and any other Governmental Entity applicable to the Development Owner, including, without limitation, the following: the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*); the Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259); Equal Employment Opportunity Program (Executive Order 11246, as amended, and its implementing regulations at 41 CFR Part 60); Age Discrimination Act of 1975 (42 U.S.C. §6101 *et seq.*); Equal Credit Opportunity Act (15 U.S.C. §1691 *et seq.*); Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*); Fair Housing Act (42 U.S.C. §3601 *et seq.*); the Americans with Disabilities Act of 1990, as amended (P.L. 101-336; 42 U.S.C. §12101 *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Architectural Barriers Act of 1968 (42 U.S.C. §4151 *et seq.*); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u); Executive Orders 11625, 12432 and 12138, as amended; the Copeland "Anti-Kickback" Act (18 U.S.C. §874 *et seq.*); the Davis-Bacon Act (40 U.S.C. §276a *et seq.*); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 *et seq.*); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4201 *et seq.*); the Housing and Community Development Act of 1974, as amended (42 U.S.C. §5301 *et seq.*); the National Environmental Policy Act (42 U.S.C. §4321 *et seq.*); ("NEPA"); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821 *et seq.*);

Chapters 91 and 92 of the Texas Property Code; Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7); Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act (Chapter 363 of the Texas Health & Safety Code); County Solid Waste Control Act (Chapter 364 of the Texas Health & Safety Code); Texas Clean Air Act (Chapter 382 of the Texas Health & Safety Code); and Hazardous Communication Act (Chapter 502 of the Texas Health & Safety Code); Violence Against Women Act (42 U.S.C. §13925 et seq). and such other applicable requirements of Governmental Entities as may be from time to time amended or superseded and all of their implementing regulations, as may be amended.

(o) The Development Owner agrees to apply for and accept renewal of any rent subsidy contracts from which the Development benefits, if such subsidies are required or desirable to maintain the economic viability of the Development.

SECTION 4 – INCOME RESTRICTIONS/RENTAL RESTRICTIONS

The Development Owner represents, warrants, and covenants throughout the Term of this Declaration and in order to satisfy the requirements of Section 42 of the Code that at least **40%** or more of the Units in the Development are and will continuously be maintained as both Rent-Restricted and occupied by individuals whose income is **60%** or less of AMGI.

(a) The determination of whether a Tenant is a Low-Income Tenant shall be made by the Development Owner according to Department Rules and Section 42 of the Code and guidance of the Service on the basis of the current income of such Low-Income Tenant. The Development Owner shall utilize forms as permitted from time to time by the Department for providing this certification. If, upon any such certification, the Tenant of a Low-Income Unit who was, at the last income certification, a Low-Income Tenant, is found no longer to be a Low-Income Tenant, such Unit will continue to be treated as a Low-Income Unit until the next available Unit of comparable or smaller size in the building in which such Unit is located is rented to a person who is a Low-Income Tenant. A Low-Income Unit that has been vacated will continue to be treated as a Low-Income Unit, provided that (i) reasonable attempts are made to rent the Unit and (ii) no other Units of comparable or smaller size in the Development are rented to persons who are not Low-Income Tenants.

(b) During the Compliance Period, in no case will a Unit be treated as a Low-Income Unit if all the Tenants of the Unit are students (as determined under Section 42(f)(2) of the Code); provided, however, that such rule shall not apply to the types of students identified at Section 42(i)(3)(D) of the Code. After the Compliance Period, student status will be monitored in accordance with Department Rules.

(c) The Development will contain a total of **20 UNITS** (including Units occupied by a resident manager or other employee, such that they are not treated as "residential rental units" for purposes of Section 42 of the Code) of which **20 UNITS** treated as residential rental units will be Low-Income Units. The amount of Tax Credits allocated to the Development is based on the requirement that the Minimum Applicable Fraction for each building in the Development will be as specified, building-by-building, in "Minimum Applicable Fraction by Building" attached hereto as Addendum F. During the Term of this Declaration, Units at the Development shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants; such that each building in the Development shall at all times satisfy the Minimum Applicable Fraction for such building. The Development Owner's failure to ensure that each building in the Development complies with such requirement will cause the Department to report such fact to the Service and may result in the reduction and recapture by the Service of Tax Credits, as well as other enforcement action by the Service and/or the Department. After the Compliance Period, Minimum Applicable Fraction will be monitored in accordance with Department Rules.

(d) The Development and the Development Owner are subject to additional and/or modified requirements, as applicable, set forth in the "Additional Use Restrictions" attached hereto as Addendum B, "Additional Use Restrictions- Accessibility Requirements" attached hereto as Addendum C, "Additional Use Restrictions- Amenity Requirements" attached hereto as Addendum D, and "Additional Use Restrictions-Right of First Refusal" attached hereto as Addendum E, which requirements are incorporated herein by reference and made a part hereof.

(e) The Development Owner shall not discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability in the lease, use, or occupancy of the Development or in connection with the employment or application for employment of persons for the operation and management of the Development and shall not deny admission to any person exclusively on the basis of such person receiving rental assistance payments under a local, state, federal or other housing assistance program, including, but not limited to, Section 8 of the United States Housing Act of 1937 as amended.

(f) The Development Owner acknowledges that whether a Tenant is a Low-Income Tenant is a matter of fact, to be determined in accordance with applicable law, and the Development's Owner's determination as to such matter is not binding upon the Department or the Service.

(g) Throughout the Extended Use Period, the Development Owner shall not (i) evict or terminate the tenancy of a Tenant of any Low-Income Unit other than for good cause nor (ii) increase the gross rent with respect to a Low-Income Unit except as permitted by Section 42 of the Code.

SECTION 5 – TERM OF DECLARATION

(a) This Declaration shall become effective with respect to a building in the Development on the first day of the Compliance Period for such building and shall terminate on the last day of the Extended Use Period, unless this Agreement is earlier terminated pursuant to Section 5(b) hereof (the "Term"). The Term is subject to any modified or additional requirements set forth in the "Additional Use Restrictions" attached hereto as Addendum B, in which event the terms of this Agreement shall be modified as applicable.

(b) Notwithstanding subsection (a) above, but subject to any modified or additional requirements set forth in the "Additional Use Restrictions" attached hereto as Addendum B, in which event the terms of this Agreement shall be modified as applicable, this Declaration shall terminate:

(1) with respect to any building in the Development, on the date such building is acquired by foreclosure (or instrument in lieu of foreclosure) and upon the recorded declaration of termination by the party so acquiring the building, unless the Secretary or his delegate determines that such acquisition is part of an arrangement with the taxpayer a purpose of which is to terminate such period. If any party acquiring a building by foreclosure (or instrument in lieu of foreclosure) fails to record a declaration terminating this Declaration, subject to Section 5(c) hereof, the building shall remain subject to this Declaration, and the eligibility of such party to receive Tax Credits shall not be adversely affected, if such party continues to comply with Section 42 of the Code and the terms of this Declaration.

(2) following the end of the Compliance Period, but not earlier than 30 years following the date upon which the Development was first placed in service pursuant to the requirements of this Declaration, if the Development Owner has properly requested that the Department assist in procuring a "Qualified Contract", as defined in Section 42(h)(6)(F) of the Code, for the acquisition of a building and the Department is unable to present a Qualified Contract. To properly request the Department's assistance in procuring a Qualified Contract for the acquisition of a building, the Development Owner must follow the procedures outlined in the Department Rules.

(c) If this Declaration is terminated pursuant to subsection (b) above and notwithstanding anything herein to the contrary, the Tenant of any Low-Income Unit on the date of such termination shall be entitled to occupy such Unit in accordance with the provisions of this Declaration for a period of three years following such termination date; provided, however, that upon a showing of good cause when Tenant's tenancy may be terminated or such Tenant evicted.

SECTION 6 – ENFORCEMENT, ADMINISTRATION AND COMPLIANCE

(a) The Development Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code or this Declaration. Moreover, the Development Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary in the sole opinion and at the request of the Department) to comply fully with the Code and with all applicable rules, rulings, policies, procedures, regulations, or other official statements promulgated or proposed by the United States Department of the Treasury, the Service, or the United States Department of Housing and Urban Development, from time to time, pertaining to the Development Owner's obligations under Section 42 of the Code and affecting the Development.

(b) The Development Owner acknowledges that the primary purpose for requiring compliance by the Development Owner with the restrictions provided in this Declaration is to assure compliance of the Development and by the Development Owner with Section 42 of the Code and the Department Rules, AND BY REASON THEREOF, THE DEVELOPMENT OWNER, IN CONSIDERATION FOR RECEIVING THE TAX CREDITS FOR THIS DEVELOPMENT, HEREBY AGREES THAT THE DEPARTMENT AND ANY INDIVIDUAL WHO MEETS THE APPLICABLE INCOME LIMITATION UNDER SECTION 42 (WHETHER PROSPECTIVE, PRESENT OR FORMER TENANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE DEVELOPMENT OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION.

(c) The Development Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the Department and all persons interested in Development compliance under Section 42 of the Code.

(d) The Development Owner acknowledges that the Department is required, pursuant to Section 42(m)(1)(B)(iii) of the Code, (i) to monitor the Development Owner's and the Development's compliance with the requirements of Section 42 of the Code, and (ii) to notify the Service in accordance with the Code and the rules of the Service of any noncompliance which is found. The Development Owner agrees (I) to maintain records that substantiate and document such compliance, (II) to take all actions required by the Department pursuant to the Department Compliance Monitoring Procedures to assist or cooperate with the Department in monitoring such compliance, and (III) to pay the fee prescribed by the Department with respect to such monitoring.

(e) The Development Owner agrees that, pursuant to Section 2306.185(d) of the Act, the Department, tenants of the Development, or private parties may enforce the development restrictions in (i) Sections 3(o) and 4(e) hereof regarding tenant and management selection, (ii) Section 4(a)-(c) and Addendum B, "Additional Use Restrictions", hereof regarding rental restrictions and (iii) Section 6(i) hereof regarding mandatory deposits to fund necessary repairs. The Development Owner further acknowledges and agrees that any party which brings an action to enforce said development restrictions, may utilize for such purposes any and all remedies available to the Department including the right to recover reasonable attorney fees if the party seeking enforcement of the restriction is successful.

(f) The Development Owner agrees the Department may, at reasonable times and upon adequate notice at any time during the construction, rehabilitation, or operation of the Development, enter and inspect the Development to evaluate its physical and financial condition, construction, rehabilitation, operation, management, and maintenance.

(g) The Development Owner agrees the Department may, at reasonable times and upon adequate notice, examine, and make copies of all books and records and request and receive from the Development Owner one or more reports, relating to the ownership, operations, capitalization, reserve funds, income, expenses, and other financial and regulatory matters of the Development or the Development Owner. This includes compliance with the Annual Owner's Certification of Program Compliance, Fair Housing Sponsor Report, and Owner's Financial Certification in a form and timeline as prescribed by the Department at Title 10, Part 1, Chapter 10, Subchapter F of the Texas Administrative Code, or as otherwise required by the Department.

(h) The Development Owner agrees that the Department may at any time order it and/or its managing agent or Development manager to do whatever is necessary to comply with or refrain from violating an applicable law, ordinance, Department Rules, or term of an agreement regarding the Development, and that the Department may file and prosecute a complaint against a managing agent, Development manager, or the Development Owner for a violation of any applicable law or ordinance. The Development Owner acknowledges and agrees that, in the event that the Development Owner is found to have violated an applicable law, ordinance, Department Rules, or term of an agreement regarding the Development, the Department shall have the right, among other remedies and without limitation, to limit or deny participation by the Development Owner in any of the programs operated or administered by the Department; and/or assess appropriate administrative penalties and other sanctions.

(i) The Development Owner agrees to establish and maintain a reserve for replacement and repairs account in such initial amount and with such annual deposits required pursuant to Section 2306.186 of the Act. Upon a determination by the Department that the Development Owner has failed to maintain the Development in good and habitable condition and suitable for occupancy as hereinabove required, the replacement reserve account shall be held for the benefit of the Development Owner and the Development by such party as the Department shall direct, and disbursements shall be made there from only upon direction of or approval by the Department.

(j) The Development Owner agrees to indemnify and hold harmless the Board members, Department officers, directors and employees from and against all liabilities, losses, claims, damages, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the Department as a result of any material inaccuracy in any of the representations and warranties contained in this Declaration, or as a result of any action or inaction by the Development Owner, including claims by third parties.

(k) The Development Owner agrees that should any claims, demands, suits, or other legal proceedings be made or instituted by any person against the Department and which arise out of any of the matters relating to this Declaration, Development Owner will cooperate fully with the Department in the defense or other disposition thereof.

(l) The Development Owner agrees to furnish the Department within 10 days of receipt with copies of all correspondence between the Development Owner and the Service with respect to the Development, other than tax returns and routine, periodic reports filed with the Service.

SECTION 7 – FEES

(a) To compensate the Department for its responsibilities pursuant to the Act and the Code, the Development Owner shall pay to the Department an annual compliance monitoring fee for the first twelve month period of this Declaration in the amount of \$40 per Low-income Unit in the Development. In no event shall the fee be less than \$100. The fee will be collected, retroactively if

applicable, beginning with the first year of the credit period. Subsequent anniversary dates on which the compliance monitoring fee payments are due will be determined by the month the first building is placed in service. Compliance fees may be adjusted from time to time by the Department.

(b) In addition to the compliance monitoring fee required by Section 7(a) hereof, the Development Owner shall pay to the Department a building inspection fee for any inspections that the Department requires or performs. The amount of such fee(s) will be determined by the Department in accordance with Department Rules, provided, however, that in no event will the fee be more than \$1000 per Development.

(c) If the Department shall find the Development not to be in compliance with the terms hereof, the Development Owner shall pay to the Department (i) an additional administrative fee in an amount prescribed from time to time by the Department, which amount for the first twelve month period of this Declaration, shall not exceed \$25 per Unit (without regard to the number of Low-Income Units), for additional monitoring and enforcement activities undertaken with respect to the Development and (ii) all amounts required to reimburse the Department for its expenses in performing such additional monitoring and enforcement activities. The administrative fee payable in the event of noncompliance shall be in addition to, and distinct from, the amount due pursuant to Section 7(a) hereof, as well as any reimbursements of costs and legal fees to which the Department may be entitled as a result of judicial enforcement action, and such fee shall be payable without respect to whether the Department undertakes or succeeds in judicial enforcement activities, for a period of up to three years following the Department's most recent finding of noncompliance with respect to the Development.

(d) For each successive twelve month period following the initial twelve month period of this Declaration, the administrative fees payable to the Department hereunder shall be the amounts established for the most recent administrative fee, multiplied by the increase in the Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the United States Department of Labor (or generally recognized successor to such Index) for the same twelve month period of time.

(e) The Development Owner agrees that it will pay the annual compliance monitoring fee and the building inspection fee(s) at the times required by the Department therefore and that it will pay all additional charges, fees, and expenses assessed hereunder by the Department within ten (10) days of receipt of written notice of any such assessment.

SECTION 8 - MISCELLANEOUS

(a) Severability. This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Declaration or the Application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Declaration and the Application, and such provision to other persons or circumstances shall not be affected thereby, but rather shall remain in full force and effect and may be enforced to the greatest extent permitted by law and in the manner that best carries out the purposes of this Declaration.

(b) Notices. All notices to be given pursuant to this Declaration shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, delivered by hand, or delivered by any other method permitted by law, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

TO THE DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING & COMMUNITY AFFAIRS
P O Box 13941
AUSTIN, TEXAS 78711-3941
ATTN: ASSET MANAGEMENT DIVISION

TO THE DEVELOPMENT OWNER:

MEADOWBROOK SQUARE HOUSING, L.P.
3224 26TH STREET
METAIRIE, LA 70002
ATTN: MURRAY CALHOUN

The Department, and the Development Owner, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) Amendment. This Agreement may not be amended or modified except by written instrument executed by both Development Owner and Department, or their respective heirs, successors or assigns, which instrument shall not be effective until it is recorded in the real property records in the county where the Development is located. Upon request by the Department, the Development Owner agrees that it will take all actions necessary to effect any amendment of this Declaration which may be necessary in the Department's sole discretion to comply with the Code, and any and all applicable rules, regulations, policies, procedures, rulings or other official statements pertaining to the Tax Credits.

(d) Governing Law. This Declaration shall be governed by the laws of the State of Texas, and, where applicable, the laws of the United States of America.

(e) Survival of Obligations. The obligations of the Development Owner as set forth herein and in the Application shall survive the allocation of the Tax Credit and shall not be deemed to terminate or merge with the awarding of the allocation. Additionally, ongoing and operational representations shall survive for the term of this Declaration as described in the Qualified Allocation Plan.

(f) Interpretation. The Department's interpretation of this Declaration shall be controlling for purposes of determining whether (i) the Compliance Period and/or Credit Period has commenced, (ii) this Declaration has been terminated in accordance with Section 5 hereof, and (iii) the additional use restrictions as set forth in "Additional Use Restrictions" attached hereto as Addendum B, "Additional Use Restrictions- Accessibility Requirements" attached hereto as Addendum C, "Additional Use Restrictions- Amenity Requirements" attached hereto as Addendum D, and "Additional Use Restrictions- Right of First Refusal" attached hereto as Addendum E, if and as applicable, have been complied with.

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Unofficial Copy

IN WITNESS WHEREOF, THE DEVELOPMENT OWNER AND THE DEPARTMENT HAVE CAUSED THIS DECLARATION TO BE SIGNED BY THEIR DULY AUTHORIZED REPRESENTATIVES, AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

Unofficial Copy

DEVELOPMENT OWNER:

MEADOWBROOK SQUARE HOUSING, L.P.,
A TEXAS LIMITED PARTNERSHIP

Unofficial Copy

BY: **RD 2014 GENERAL PARTNER, L.L.C.,**
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: 

NAME: MURRAY A. CALHOUN

TITLE: MANAGER

THE STATE OF Louisiana §
§
PARISH OF Jefferson §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MURRAY A. CALHOUN, KNOWN TO ME TO BE THE MANAGER OF RD 2014 GENERAL PARTNER, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF MEADOWBROOK SQUARE HOUSING, L.P., A TEXAS LIMITED PARTNERSHIP, THE LIMITED PARTNERSHIP THAT EXECUTED THE FOREGOING INSTRUMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID LIMITED PARTNERSHIP, AND THAT HE/SHE EXECUTED THE SAME AS THE ACT OF SUCH LIMITED PARTNERSHIP FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Unofficial Copy

Unofficial Copy

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF SEPTEMBER, 2016.

(SEAL)


NOTARY PUBLIC SIGNATURE



Paul A. Eckert
Notary Public
Notary ID No. 05265
Jefferson Parish, Louisiana

NOTARY PUBLIC, STATE OF: LOUISIANA
COUNTY OF: JEFFERSON
MY COMMISSION EXPIRES: FOR LIFE

Unofficial Copy

Unofficial Copy

Unofficial Copy

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
A PUBLIC AND OFFICIAL AGENCY OF THE STATE OF TEXAS

BY: Raquel Morales

NAME: RAQUEL MORALES

TITLE: ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE

Unofficial Copy

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED, RAQUEL MORALES, DULY AUTHORIZED OFFICER OR REPRESENTATIVE OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, A PUBLIC AND OFFICIAL AGENCY OF THE STATE OF TEXAS, ON BEHALF OF SUCH AGENCY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th DAY OF September, 2016.

(SEAL)

Leah Sargent Rosas
NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC, STATE OF TEXAS
COUNTY OF TRAVIS
MY COMMISSION EXPIRES: _____

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Unofficial Copy

Unofficial Copy

EXHIBIT A TO DECLARATION – LEGAL DESCRIPTION

Lots 5, 6, 7, 8 and 9, Block 19, and Lots 1, 2, and 3, Block 23, Original Town of Godley, an Addition to the City of Godley, Johnson County, Texas, according to the map or plat thereof recorded in Volume 106 Page 118, Deed Records, Johnson County, Texas

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EXHIBIT B – PERMITTED ENCUMBRANCES AND EXCEPTIONS

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):

Volume 1437, Page 318; Volume 1941, Page 252; and Volume 2263, Page 960, amended by County Clerk's File No. 201200024266, all of the Official Public Records, Johnson County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. *JSM*

3. Homestead or community property or survivorship rights, if any, of any spouse of any Insured.

4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,

- (a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- (b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- (c) to filled-in lands, or artificial islands, or
- (d) to statutory water rights, including riparian rights, or
- (e) to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.

5. Standby fees, taxes and assessments by any taxing authority for the year 2015, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception).:

(a) Vendor's Lien retained in Deed:

Grantor: The United States of America
Grantee: Meadowbrook Square Partnership, Ltd., a partnership organized and existing under the laws of the State of Louisiana

Dated: 7/28/1997
Recorded: 8/26/1997, in Volume 2095, Page 894, of the Official Public Records, Johnson County, Texas.

Additionally Secured by Deed of Trust:

Dated: 8/21/1997
Recorded: 8/25/1997, in Volume 2095, Page 898, of the Official Public Records, Johnson County, Texas.

Amount: 120,000.00
Grantor: Meadowbrook Square Partnership, Ltd., a partnership organized and existing under the laws of the State of Louisiana
Trustee: Steven A. Carriker
Beneficiary: United States of America, acting through The Farmers Home Administration, United States Department of Agriculture

EXHIBIT B – PERMITTED ENCUMBRANCES AND EXCEPTIONS - CONTINUED

Said Note and Deed of Trust modified by Agreement:

Dated: June 04, 2015

Recorded: June 11, 2015 In County Clerk's File No. 2015-12513, of the Official Public Records, of Johnson County, Texas.

Do not encumber additional property.

(b)

Deed of Trust to secure a Note:

Dated: 6/16/1998

Recorded: 6/19/1998, in Volume 2195, Page 845 of the Official Public Records, Johnson County, Texas.

Amount: \$272,170.00 (Note 1); \$36,670.00 (Note 2)

Grantor: Meadowbrook Square Partnership, Ltd., a partnership organized and existing under the laws of the State of Louisiana

Trustee: Steven A. Carriker

Beneficiary: United States of America, acting through The Farmers Home Administration, United States Department of Agriculture

Corrected by Instrument recorded 6/23/2006, in Volume 3837, Page 201, Official Public Records, Johnson County, Texas.

Said Note and Deed of Trust modified by Agreement:

Dated: June 4, 2015

Recorded: June 11, 2015 In County Clerk's File No. 2015-12513, of the Official Public Records, of Johnson County, Texas.

(c) Rights of Parties in Possession.

(d) Rights of Tenants, as tenants only, under unrecorded leases or rental agreements.

(e) Memorandum of Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:

Recorded: March 24 2009 in Volume 4558, Page 406, of the Official Public Records, of Johnson County, Texas.

Lessor: Meadowbrook Square Partnership, Ltd.

Lessee: Chesapeake Exploration, L.L.C.

Affected by The Declaration of Pooled Unit (Don Jernigan Unit), as recorded in Volume 4572, Page 791, and the amendments thereto recorded in Instrument Nos. 25950, 28890, 37412 and 9703, all of the Official Public Records, Johnson County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instruments.

(f) Terms, Conditions and Stipulations in the Agreement:

Recorded: June, 11, 2015 County Clerk's File No. 2015-12531, Official Public Records, Johnson County, Texas.

Type: Restrictive-Use Agreement

(g) This property is subject to the provisions of Title VI of The Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the purchaser owns it, whichever is longer.

(h) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

EXHIBIT B – PERMITTED ENCUMBRANCES AND EXCEPTIONS - CONTINUED

- (i) Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Johnson County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$373,721.67. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

4. The following additions to Schedule B of said Policy:
- a. Affidavit of Commencement dated 9/10/2015, recorded on 9/15/2015, under Document No. 2015007797, Official Public Records, Van Zandt County, Texas.
 - b. Corrected Agreement for Renewal and Extension dated 8/13/2015, recorded on 9/16/2015, under Document No. 2015007850, Official Public Records, Van Zandt County, Texas.
 - c. Corrected Restrictive-Use Agreement dated 8/21/2015, recorded on 9/16/2015, under Document No. 2015007851, Official Public Records, Van Zandt County, Texas.

ADDENDUM A TO DECLARATION – CONSENT AND SUBORDINATION OF LIENHOLDER

[TO BE EXECUTED BY EACH LIEN HOLDER ON THE DEVELOPMENT AS OF THE EFFECTIVE DATE OF THE DECLARATION.]

THE UNDERSIGNED LIEN HOLDER ("LIEN HOLDER") HEREBY CONSENTS TO THE EXECUTION BY DEVELOPMENT OWNER OF THE FOREGOING DECLARATION FOR MEADOWBROOK SQUARE APARTMENTS (THE "DEVELOPMENT IMPROVEMENTS").

LIEN HOLDER HEREBY SUBORDINATES ITS LIEN(S) TO THE RIGHTS AND INTERESTS CREATED PURSUANT TO SECTION 5(C) OF THE DECLARATION SUCH THAT A FORECLOSURE OF ITS LIEN(S) SHALL NOT EXTINGUISH SUCH RIGHTS AND INTERESTS.

LIEN HOLDER ACKNOWLEDGES AND AGREES THAT, PURSUANT TO SECTION 5(B)(1) OF THE DECLARATION, THE DECLARATION WILL TERMINATE ON THE DATE THE DEVELOPMENT IS ACQUIRED BY FORECLOSURE OR DEED IN LIEU OF FORECLOSURE, UPON THE RECORDED DECLARATION OF THE PARTY SO ACQUIRING THE BUILDING (UNLESS IT IS DETERMINED THAT SUCH ACQUISITION IS PART OF AN ARRANGEMENT WITH BORROWER A PURPOSE OF WHICH IS TO TERMINATE SUCH PERIOD); PROVIDED, HOWEVER, LIEN HOLDER HEREBY ACKNOWLEDGES AND AGREES THAT THE ACQUISITION OF THE DEVELOPMENT BY ANY PARTY BY FORECLOSURE OR INSTRUMENT IN LIEU OF FORECLOSURE SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 5(C) OF THE DECLARATION, WHICH PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF SUCH ACQUISITION; PROVIDED, FURTHER, THAT SUCH PROVISIONS SHALL NOT APPLY DURING SUCH PERIOD IF AND TO THE EXTENT THAT COMPLIANCE THEREWITH IS NOT POSSIBLE AS A CONSEQUENCE OF DAMAGE, DESTRUCTION, CONDEMNATION OR SIMILAR EVENT WITH RESPECT TO THE DEVELOPMENT.

EXECUTED TO BE EFFECTIVE THE 26th DAY OF September, 2016.

LIENHOLDER: UNITED STATES OF AMERICA

BY: Francisco Valentin

NAME: FRANCISCO VALENTIN, JR.

TITLE: 500 State Director for

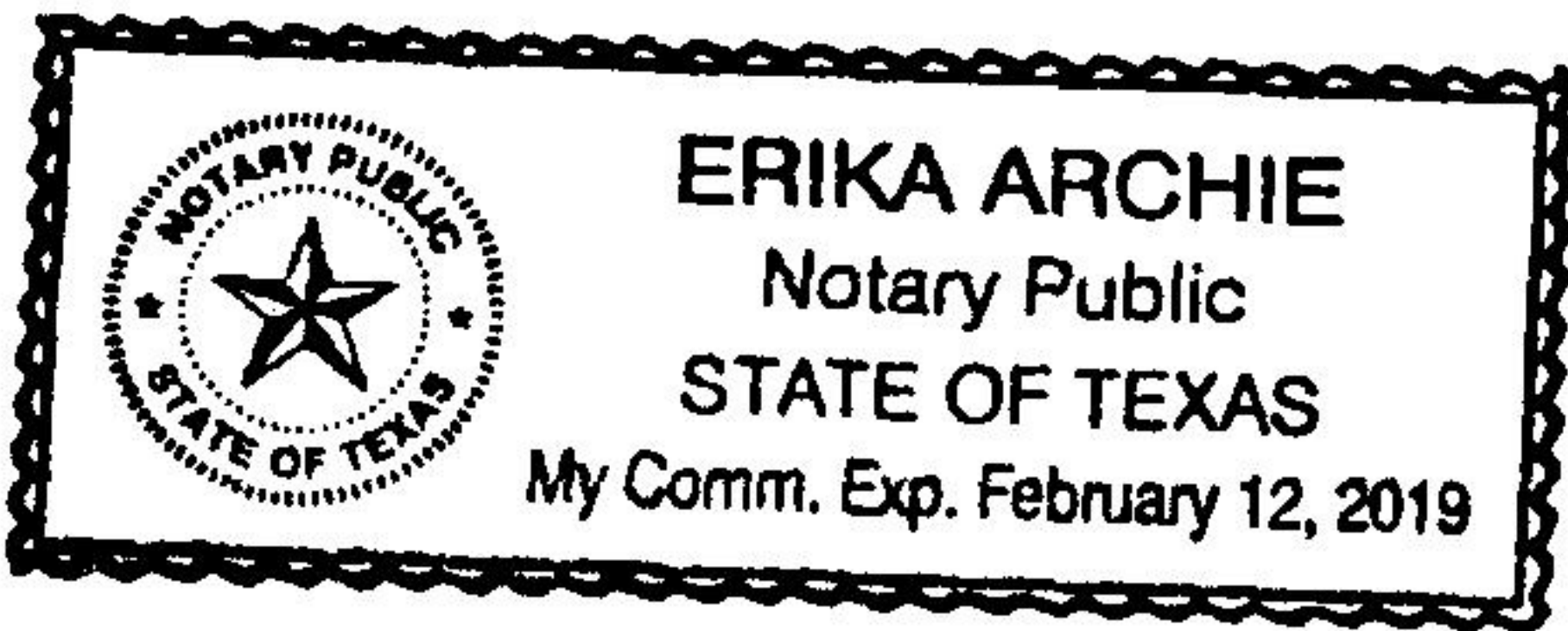
Rural Development for the State of Texas
on behalf of Rural Housing Service

THE STATE OF TEXAS §
COUNTY OF BELL §

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Francisco Valentin, Jr., WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS

KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, BEING INFORMED OF THE CONTENTS OF SUCH DOCUMENT, EXECUTED THE SAME VOLUNTARILY.

GIVEN UNDER MY HAND, OFFICIAL SEAL THIS 26th DAY OF September, 2016.



Erika Archie
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC, STATE OF: Texas
COUNTY OF: Bell
MY COMMISSION EXPIRES: 2/12/19

ADDENDUM B TO DECLARATION – ADDITIONAL USE RESTRICTIONS

AFFIRMATIVE MARKETING (10 TAC §10.204, AS MAY BE AMENDED)

The Development Owner will affirmatively market to veterans through direct marketing or contracts with veteran's organizations. The Development Owner will be required to identify how they will affirmatively market to veterans and report to the Department in the annual housing report on the results of the marketing efforts to veterans. Exceptions to this requirement must be approved in writing by the Department.

RENT AND OCCUPANCY RESTRICTIONS

INCOME LIMIT	RENT LIMIT	NUMBER OF UNITS
30% OF AMI	30% OF AMI	2
40% OF AMI	40% OF AMI	0
50% OF AMI	50% OF AMI	8
60% OF AMI	60% OF AMI	10
MARKET	MARKET	0

If at recertification the Tenant's household income exceeds the applicable limit, to maintain compliance, the owner agrees to follow recertification guidance in accordance with the Department Rules as amended from time to time.

LONGER EXTENDED USE PERIOD

In accordance with the Code, each Development is required to maintain its affordability for a 15-year Compliance Period and, subject to certain exceptions, an additional 15-year period. Development Owner indicates below that the Development will extend the affordability period beyond the 30 years required in the Code as follows:

Add 5 years affordability resulting in an Extended Use Period total affordability period of 35 years

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Throughout the Compliance Period, unless otherwise permitted by the Department, the ownership structure of the General Partner of the Development Owner shall contain a HUB, as certified by the Texas Comptroller of Public Accounts. The HUB shall materially participate in the Development and operation of the Development throughout the Compliance Period and have experience directly related to the housing industry. The Development Owner must obtain prior approval from the Department before the HUB can be replaced. The Principals of the HUB cannot be a Related Party to any Principals of the Applicant or Developer unless the Related Party is a wholly-owned subsidiary of the HUB. At the time this Declaration is filed, the HUB which holds such interest in the ownership structure is Pecan Tree Square, L.L.C.

PROVISION OF SUPPORTIVE SERVICES

The Development Owner has been awarded points based on providing a combination of special supportive services appropriate for the proposed tenants through the Extended Use Period. The Development Owner may change, from time to time, the services offered; however, the overall points must remain the same. **No rent or fees may be charged to the tenant for providing these services.** Services must be provided on-site or transportation to off-site services must be provided. Owner must provide at a minimum 10 total points worth of services from the following list:

- joint use library center, as evidenced by a written agreement with the local school district (2 points);
- weekday character building program (shall include at least on a monthly basis a curriculum based character building presentation on relevant topics (i.e. teen dating violence, drug prevention, teambuilding, internet dangers, stranger danger, etc.)) (2 points);
- daily transportation (i.e. bus passes, cab vouchers, specialized van on-site) (4 points);
- Food pantry/common household items accessible to residents at least on a monthly basis (1 point);
- GED preparation classes (shall include an instructor providing on-site coursework and exam) (1 point);
- English as a second language classes (shall include an instructor providing on-site coursework and exam) (1 point);
- quarterly financial planning courses (i.e. homebuyer education, credit counseling, investing advice, retirement plans, etc.). Courses must be offered through an on-site instructor; a CD-Rom or online course is not acceptable (1 point);
- annual health fair (1 point);
- quarterly health and nutritional courses (1 point);
- organized team sports programs or youth programs offered by the Development (1 point);
- scholastic tutoring (shall include weekday homework help or other focus on academics) (3 points);
- Notary Public Services during regular business hours (§2306.6710(b)(3) of the Act) (1 point);

- weekly exercise classes (2 points);
- twice monthly arts, crafts and other recreational activities such as Book Clubs and creative writing classes (2 points);
- annual income tax preparation (offered by an income tax prep service) (1 point);
- monthly transportation to community/social events (i.e. lawful gaming sites, mall trips, community theatre, bowling, organized tours, etc.) (1 point);
- twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, etc.) (1 point);
- specific and pre-approved case worker services for seniors, Persons with Disabilities or Supportive Housing (1 point);
- weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc.) and quarterly preventative maintenance including light bulb replacement) for seniors and Persons with Disabilities (2 points);
- any of the following programs described under Title IV-A of the Social Security Act (42 U.S.C. §601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point).

TENANT POPULATIONS WITH SPECIAL NEEDS

At least 5% of the Units are set aside for Persons with Special Needs. "Persons with Special Needs" include all of the following:

- has a physical, mental or emotional impairment that:
 - is expected to be of a long, continued and indefinite duration,
 - substantially impedes his or her ability to live independently, and
 - is of such a nature that the disability could be improved by more suitable housing conditions,
- has a developmental disability, as defined in the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. §15002); or
- a "person with disability," as defined in 24 CFR §5.403; or
- has alcohol and/or drug addictions; or
- is a Colonia resident; or
- is a victim of domestic violence; or
- has HIV/AIDS; or
- is homeless; or
- is a veteran; or
- is a wounded warrior (as defined by the Caring for Wounded Warriors Act of 2008); or
- is a migrant farm worker.

Throughout the Compliance Period, unless otherwise permitted by the Department, the Development owner agrees to affirmatively market Units to Persons with Special Needs. In addition, the Department will require a minimum 12 month period during which Units must either be occupied by Persons with Special Needs or held vacant. The 12 month period will begin on the date each building receives its certificate of occupancy. For buildings that do not receive a certificate of occupancy, the 12 month period will begin on the placed in service date as provided in the Cost Certification manual. After the 12 month period, the owner will no longer be required to hold Units vacant for Persons with Special Needs, but will be required to continue to affirmatively market Units to Persons with Special Needs.

ADDENDUM C TO DECLARATION – ADDITIONAL USE RESTRICTIONS – ACCESSIBILITY REQUIREMENTS

ACCESSIBILITY

The Development will comply with the accessibility standards under "Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act" as further described in Title 10, Part 4, Chapter 1, Subchapter B of the Texas Administrative Code.

ACCESSIBILITY REQUIREMENTS:

A minimum of 5% of the total dwelling Units or at least one Unit, whichever is greater, shall be made accessible for persons with mobility impairments. A Unit that is on an accessible route and is adaptable and otherwise compliant the 2010 ADA standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" *Federal Register 79 FR 29671*, meets this requirement. An additional 2% of the total dwelling Units, or at least one Unit, whichever is greater, shall be accessible for persons with hearing or vision impairments. The following units are fully accessible in accordance with ADA standards:

Mobility accessible: Unit 2

Hearing or Visual Impairment Accessible: Unit 7

Additionally, for Developments involving New Construction (excluding New Construction of non-residential buildings) where some Units are two-stories or single family design and are normally exempt from Fair Housing accessibility design requirements, a minimum of 20% of each Unit type (i.e., one bedroom one bath, two bedroom one bath, two bedroom two bath, three bedroom two bath) must provide an accessible entry level and all common-use facilities in compliance with the Fair Housing Guidelines, and include a minimum of one bedroom and one bathroom or powder room at the entry level. The following units meet this requirement: n/a.

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ADDENDUM D TO DECLARATION – ADDITIONAL USE RESTRICTIONS – AMENITY REQUIREMENTS

All of the following amenities must be compliant with state and federal laws, including but not limited to, fair housing laws, including Chapter 301 of the Texas Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), and the Fair Housing Amendments Act of 1988 (42 U.S.C. §3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); the Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.); Fair Housing Accessibility; the Texas Fair Housing Act, and that the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, the Code Requirements for Housing Accessibility 2000 (as amended from time to time) produced by the International Code Council and the Texas Accessibility Standards (Sections 2306.257 and 2306.6705(7) of the Act). In addition, Pursuant to Sections 2306.6722 and 2306.6730 of the Act, any Development supported with a Housing Tax Credit allocation shall comply with the accessibility standards that are required under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and specified under 24 CFR Part 8, Subpart C and as further described in Title 10, Part 1, Chapter 1, Subchapter B of the Texas Administrative Code. At the time this declaration is filed, the owner has provided a certification from the Development engineer, an accredited architect or Department-approved third party accessibility specialist that the above stipulations have been sufficiently met as required in the 2014 Department Rules.

THRESHOLD CRITERIA:

The owner has represented that the following amenities will be present at the property through the Extended Use Period. **No rent or fees may be charged for any of the amenities marked below throughout the Extended Use Period.** The amenities selected must be made available for the benefit of all tenants.

MANDATORY DEVELOPMENT AMENITIES

Required of all developments unless expressly identified as not required

- All New Construction Units must be wired with RG-6/U COAX or better and CAT3 phone cable or better, wired to each bedroom, dining room and living room (not required for Rehabilitation Developments);
- Laundry Connections (not required for Rehabilitation Developments or Supportive Housing);
- Blinds or window coverings for all windows;
- Screens on all operable windows;
- Disposal and Energy Star or equivalently rated dishwasher (not required for TRDO-USDA Developments or Supportive Housing; Rehabilitation Developments exempt from dishwasher if one was not originally in the Unit);
- Energy-Star rated Refrigerator (not required for Supportive Housing);
- Oven/Range (not required for Supportive Housing);
- Exhaust/vent fans (vented to the outside) in bathrooms;
- At least one Energy-Star rated ceiling fan per Unit (not required for Supportive Housing);
- Energy-Star rated lighting fixtures in all Units which may include compact fluorescent bulbs or LEB light bulbs;
- Plumbing fixtures (toilets and faucets) must meet design standards at 30 TAC §290.252;
- All Units must be have central heating and air-conditioning (Packaged Terminal Air Conditioners meet this requirement for SRO or Efficiency Units in Supportive Housing Developments only);
- Adequate parking space consistent with local code (not required for Supportive Housing; if no local code, 1.5 spaces per Unit for family; 1 space per Unit for elderly).

COMMON AMENITIES

Owner must provide a minimum of 4 total points worth of common amenities based on the size of the Development. For Developments with 41 Units or more, at least two (2) of the points must come from the options under Green Building Features. The Development Owner may change, from time to time, the amenities offered; however, the overall points must remain the same.

- Full perimeter fencing (2 points);
- Controlled gate access (2 points);
- Gazebo w/sitting area (1 point);
- Accessible walking/jogging path separate from a sidewalk and in addition to required accessible routes to Units or other amenities (1 point);
- Community laundry room with at least one washer and dryer for every 40 Units (3 points);
- Barbecue grill and picnic table at least one of each for every 50 Units (1 point);
- Covered pavilion that includes barbecue grills and tables with at least one grill and table for every 50 units (2 points);
- Swimming pool (3 points);
- Splash pad/water feature play area (1 point);

- Furnished fitness center. Equipped with fitness equipment options with at least one option per every 40 Units or partial increment of 40 Units: stationary bicycle, elliptical trainer, treadmill, rowing machine, universal gym, multi-functional weight bench, sauna, stair-climber or other similar equipment. Equipment shall be commercial use grade or quality. All Developments must have at least two equipment options but are not required to have more than five equipment options regardless of number of Units (2 points);
- Equipped and functioning business center or equipped computer learning center. Must be equipped with 1 computer for every 30 Units loaded with basic programs, 1 laser printer for every 3 computers (minimum of one printer) and at least one scanner which may be integrated with printer (2 points);
- Furnished Community room (2 points);
- Library with an accessible sitting area (separate from the community room) (1 point);
- Enclosed community sun porch or covered community porch/patio (1 point);
- Service coordinator office in addition to leasing offices (1 point);
- Senior Activity Room stocked with supplies (Arts and Crafts, etc.) (2 points);
- Health Screening Room (1 point);
- Secured Entry (applicable only if all Unit entries are within the building's interior) (1 point);
- Horseshoe pit, putting green; shuffleboard court; video game console(s) with a variety of games and a dedicated location accessible to all tenants to play such games (1 point);
- Community Dining Room w/full or warming kitchen furnished with adequate tables and seating (3 points);
- One Children's Playscape Equipped for 5 to 12 year olds, or one Tot Lot; (1 point). Can only select this item if the following item is not selected; or
- Two Children's Playscapes Equipped for 5 to 12 year olds, two Tot Lots, or one of each (2 points). Can only select this item if the above item is not selected;
- Sport Court (Tennis, Basketball or Volleyball) (2 points);
- Furnished and staffed Children's Activity Center that must have age appropriate furnishings and equipment. Appropriate levels of staffing must be provided during after-school hours and during school vacations (3 points);
- Community Theater Room equipped with a 52 inch or larger screen with surround sound equipment; DVD player; and theater seating (3 points);
- Dog Park area that is fully enclosed and intended for tenant owned dogs to run off leash or a dog wash station with plumbing for hot and cold water connections and tub drainage (requires that the Development allow dogs) (1 point);
- Common area Wi-Fi (1 point);
- Twenty-four hour live monitored camera/security system in each building (3 points);
- Secured bicycle parking (1 point);
- Rooftop viewing deck (2 points); or
- Green Building Features. Points under this item are intended to promote energy and water conservation, operational savings and sustainable building practices. Points may be selected from only one of four categories: Limited Green Amenities, Enterprise Green Communities, Leadership in Energy and Environmental Design (LEED) and National Green Building Standard (NAHB) Green. The items listed below constitute the minimum requirements for demonstrating green building of housing tax credit Developments (maximum 4 points from below list).
 - Limited Green Amenities (2 points). Six (6) of the nine (9) items listed below must be met in order to qualify for the maximum number of two (2) points under this item;
 - a rain water harvesting/collection system and/or locally approved greywater collection system;
 - native trees and plants installed that reduce irrigation requirements and are appropriate to the Development Site's soil and microclimate to allow for shading in the summer and heat gain in the winter;
 - install water-conserving fixtures that meet the EPA's WaterSense Label. Such fixtures must include low-flow or high efficiency toilets, bathroom lavatory faucets, showerheads, and kitchen faucets. Rehabilitation Developments may install compliant faucet aerators instead of replacing the entire faucets;
 - all of the HVAC condenser units are located so they are fully shaded 75% of the time during summer months (i.e. May through August) as certified by the design team at cost certification;
 - install Energy-Star qualified hot water heaters or install those that are part of an overall Energy-Star efficient system;
 - install individual or sub-metered utility meters. Rehabilitation Developments may claim sub-meter only if not already sub-metered at the time of Application;
 - healthy finish materials including the use of paints, stains, adhesives and sealants consistent with the Green Seal 11 standard or other applicable Green Seal standard;
 - install daylight sensor, motion sensors or timers on all exterior lighting and install fixtures that include automatic switching on timers or photocell controls for all lighting not intended for 24-hour operation or required for security;
 - recycling service provided throughout the Compliance Period.
- for Rehabilitation developments or developments with 41 units or less, construction waste management system provided by contractor that meets LEEDs minimum standards;

- for Rehabilitation developments or developments with 41 units or less, clothes dryers vented to the outside;
- for developments with 41 units or less, at least 25% by cost FSC certified salvaged wood products.
- Enterprise Green Communities (4 points). The Development must incorporate all mandatory and optional items applicable to the construction type (i.e. New Construction, Rehabilitation, etc.) as provided in the most recent version of the Enterprise Green Communities Criteria found at <http://www.greencommunitiesonline.org>.
- LEED (4 points). The Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain a LEED Certification, regardless of the rating level achieved (i.e. Certified, Silver, Gold or Platinum).
- National Green Building Standard (NAHB Green) (4 points). The Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain a NAHB Green Certification, regardless of the rating level achieved (i.e. Bronze, Silver, Gold, or Emerald).

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ADDENDUM D TO DECLARATION – ADDITIONAL USE RESTRICTIONS – AMENITY REQUIREMENTS

SELECTION CRITERIA:

The owner has represented that the following unit amenities will be present at the property through the Extended Use Period. Fees in addition to rent may not be charged for any of the amenities marked below throughout the Extended Use Period. The owner was awarded points based on providing specific amenity and quality features in every Unit at no extra charge to the tenant. The following section identifies the amenities elected at the time of application for which points were awarded. The Development Owner may change, from time to time, the amenities offered; however, the overall points must remain the same. Owner must provide a minimum 4 total points of unit amenities from the following list.

UNIT AMENITIES

- Covered entries (0.5 point);
- Nine foot ceilings in living room and all bedrooms (at minimum) (0.5 point);
- Microwave ovens (0.5 point);
- Self-cleaning or continuous cleaning ovens (0.5 point);
- Refrigerator with icemaker (0.5 point);
- Storage room or closet, of approximately 9 square feet or greater, which separate from and in addition to bedroom, entryway or linen closets and which does not need to be in the Unit but must be on the property site (0.5 point);
- Laundry equipment (washers and dryers) for each individual Unit, must be front loading washer and dryer in required mobility accessible Units (1.5 points);
- Thirty (30) year shingle or metal roofing (0.5 point);
- Covered patios or covered balconies (0.5 point);
- Covered parking (including garages) of at least one covered space per Unit (1.5 points);
- Greater than 30% percent stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely (2 points);
- R-15 Walls / R-30 Ceilings (rating of wall/ceiling system) (1.5 points);
- 14 SEER HVAC (or greater) for New Construction, Adaptive Reuse, and Reconstruction or radiant barrier in the attic for Rehabilitation (excluding Reconstruction) (1.5 points);
- High Speed Internet service to all Units (can be wired or wireless; required equipment for either must be provided) (1 points); and
- Desk or computer hook (0.5 points).

ADDENDUM E TO DECLARATION – ADDITIONAL USE RESTRICTIONS – RIGHT OF FIRST REFUSAL

AGREEMENT TO THE PROVISION OF RIGHT OF FIRST REFUSAL

The Development Owner agrees to provide a right of first refusal to purchase the Development upon or following the end of the Compliance Period for the minimum purchase price provided in, and in accordance with the requirements of, Section 42(i)(7) of the Code (the "Minimum Purchase Price"), to a Qualified Nonprofit Organization (as defined in Section 42(h)(5)(C) of the Code), the Department, or either an individual tenant with respect to a single family building, or a tenant cooperative, a resident management corporation in the Development or other association of tenants in the Development with respect to multifamily developments (together, in all such cases, including the tenants of a single family building, a "Tenant Organization").

The following terms are hereby incorporated into this Declaration:

(i) Upon the earlier to occur of the Development Owner's:

(I) determination to sell the Development upon or following the end of the Compliance Period, or (II) the intention to request that the Department, pursuant to Section 42(h)(6)(E)(i)(II) of the Code, find a buyer who will purchase the Development pursuant to a "qualified contract" within the meaning of Section 42(h)(6)(F) of the Code, the Development Owner shall provide a notice of intent to sell the Development ("Notice of Intent") to the Department and to such other parties as the Department may direct at that time. If the Development Owner determines that it will sell the Development at the end of the Compliance Period, the Notice of Intent shall be given no later than two years prior to expiration of the Compliance Period. If the Development Owner determines that it will sell the Development at some point later than the end of the Compliance Period, the Notice of Intent shall be given no later than two years prior to the date upon which the Development Owner intends to sell the Development.

(ii) During the two years following the giving of Notice of Intent, the Development Owner may enter into an agreement to sell the Development only in accordance with a right of first refusal for sale at the Minimum Purchase Price with parties in the following order of priority:

(I) during the first six-month period after the Notice of Intent, only with a Qualified Nonprofit Organization that is also a community housing development organization, as defined for purposes of the federal HOME Investment Partnerships Program at 24 CFR § 92.2 (a "CHDO") and is approved by the Department;

(II) during the second six-month period after the Notice of Intent, only with a Qualified Nonprofit Organization or a Tenant Organization; and

(III) during the second year after the Notice of Intent, only with the Department or with a Qualified Nonprofit Organization approved by the Department or a Tenant Organization approved by the Department.

(IV) If, during such two year period, the Development Owner shall receive an offer to purchase the Development at the Minimum Purchase Price from one of the organizations designated in subparagraphs (I) – (III) of this paragraph (within the period(s) appropriate to such organization), the Development Owner shall sell the Development at the Minimum Purchase Price to such organization. If, during such period, the Development Owner shall receive more than one offer to purchase the Development at the Minimum Purchase Price from one or more of the organizations designated in subparagraphs (I) – (III) of this paragraph (within the period(s) appropriate to such organization), the Development Owner shall sell the Development at the Minimum Purchase Price to whichever of such organizations it shall choose.

(iii) At any time after the fifteenth year of the Compliance Period, but no earlier than two years after delivery of a Notice of Intent, the Development Owner may sell the Development without regard to any right of first refusal established by this Declaration if no offer to purchase the Development at or above the Minimum Purchase Price have been made by a Qualified Nonprofit Organization, a Tenant Organization or the Department, during the two year posting period described in subsection (ii). If, within twenty-four (24) months of the Department's written approval of the satisfaction of right of first refusal requirement, the Development Owner fails to proceed with a sale of the property or to submit a qualified contract request pursuant to Section 42(h)(6)(E)(i)(II) of the Code, the Development Owner must again offer the Property to nonprofits in accordance with the right of first refusal requirement.

(iv) At any time prior to the giving of the Notice of Intent, the Development Owner may enter into an agreement with one or more specific Qualified Nonprofit Organizations and/or Tenant Organizations to provide a right of first refusal to purchase the Development for the Minimum Purchase Price, but any such agreement shall only permit purchase of the Development by such organization in accordance with and subject to the priorities set forth in paragraph (ii) of this section.

(v) The Department shall, at the request of the Development Owner, identify in this Declaration a Qualified Nonprofit Organization or Tenant Organization which shall hold a limited priority in exercising a right of first refusal to purchase the Development at the Minimum Purchase Price, in accordance with and subject to the priorities set forth in paragraph (ii) of this section. At the time this Declaration is filed, the Qualified Nonprofit Organization or Tenant Organization which shall hold a priority in exercising a right of first refusal to purchase the Development at the Minimum Purchase Price is **not specified**.

(vi) The Department shall have the right to enforce the Development Owner's obligation to sell the Development as herein contemplated by obtaining a power-of-attorney from the Development Owner to execute such a sale or by obtaining an order for specific performance of such obligation or by such other means or remedy as shall be, in the Department's discretion, appropriate.

ADDENDUM F TO DECLARATION – MINIMUM APPLICABLE FRACTION BY BUILDING

BUILDING NUMBER	BUILDING IDENTIFICATION NUMBER (BIN)	MINIMUM APPLICABLE FRACTION
1.	TX-89-00301	100%
2.	TX-89-00302	100%
3.	TX-89-00303	100%
4.	TX-89-00304	100%

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