FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 6103 AND 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Homekey Program Department of Housing and Community Development P.O. Box 952052 Sacramento, CA 94252-2052

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "**Declaration**"), dated [INSERT DATE] for reference purposes only, by [TRIBAL ENTITY] [OR IF PROJECT SUBJECT TO A LEASE, ENTER LESSEE], and its successors, assigns and transferees (the "**Owner**"), is hereby given to and on behalf of the Department of Housing and Community Development, a public agency of the State of California (the "**Department**").

RECITALS

This Declaration affects that certain real property located in the City of [INSERT], County of [INSERT], State of California, for the legal benefit of [INSERT] as more particularly described in the Legal Description attached hereto as <u>Exhibit A</u> and incorporated herein by this reference (the "**Property**") and is entered into based on the following facts and understandings:

A. [NAME OF EACH AWARDEE] ("Grantee") (each, a "Co-Grantee," and collectively, the "Grantee") and the Department entered into an agreement [INSERT STANDARD AGREEMENT NUMBER] dated [INSERT DATE OF EXECUTION BY THE DEPARTMENT], (the "Standard Agreement"), under the Department's Tribal Homekey Program ("Homekey," "Program," or "Homekey Program").

B. [INSERT BRIEF DESCRIPTION OF THE PARTIES: GRANTEE'S ROLE, GRANTEE'S RELATIONSHIP TO TRIBAL ENTITY APPLICANT.] ////// [IF TRIBAL ENTITY CO-

Declaration of Restrictive Covenants / Tribal Trust Land Tribal Homekey Program (Round 3) NOFA: 3/15/2024 Owner: [INSERT NAME OF REAL PROPERTY OWNER] Project: [INSERT NAME OF PROJECT] Approved Date: Prep: [INSERT DATE DOCUMENT IS PREPARED] Page 1 of 14 APPLIED WITH A SPONSOR, ENTER SPONSOR'S ROLE, AND IF PROJECT IS SUBJECT TO A LEASE, ENTER LEASE AND LEASE RIDER INFO.]

C. The statutory basis for the Homekey Program is Health and Safety Code section 50675.1.1. Assembly Bill No. 83 (2019-2020 Reg. Sess.) added sections 50675.1.1 and 50675.1.2 to the Multifamily Housing Program ("**MHP**" or "**MHP Program**") (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code).

D. Assembly Bill No. 140 (2021-2022 Reg. Sess.) provided the statutory basis for Round 3 of the Homekey Program by adding section 50675.1.3 to the Health and Safety Code and the MHP Program.

E. The Department issued a Notice of Funding Availability for Round 3 of the Tribal Homekey Program dated June 27, 2023, amended March 15, 2024 ("**NOFA**"). The NOFA incorporates by reference the MHP Program, the MHP Final Guidelines ("**MHP Guidelines**"), dated June 19, 2019, and the Uniform Multifamily Regulations ("**UMRs**") (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and amended, each as amended and in effect from time to time. The Round 3 Homekey grant funds are derived primarily from the state's direct allocation of the federal Coronavirus State Fiscal Recovery Fund ("**CSFRF**"), which was established by the American Rescue Plan Act of 2021 ("**ARPA**") (Pub. L. No. 117-2). Additional funding is derived from the state's General Fund.

F. The MHP Program, the NOFA, the MHP Guidelines, UMRs, ARPA, federal interpretive guidance relating to ARPA, and the Standard Agreement comprise the "**Program Requirements**," as this term is more particularly defined in Section HH. of Exhibit A of the Standard Agreement.

G. Pursuant to the terms of the Standard Agreement, the Department agreed to provide the Grantee with a grant under the Program (the "**Grant**") in an amount not to exceed **\$[INSERT TOTAL AMOUNT OF GRANT]**, which amount includes **\$[INSERT AMOUNT OF CSFRF MONEY]** of CSFRF money for capital expenditures, and **\$[INSERT AMOUNT OF STATE GENERAL FUND MONEY]** of State General Fund money for a capitalized operating subsidy.

H. The Standard Agreement requires the Grantee to establish site control over the Property, and to ensure that it shall be used to provide Permanent multifamily rental housing to individuals and families experiencing homelessness or who are at risk of homelessness, At Risk Homeless, or for Senior Housing, as these phrases are defined and used in the NOFA [INSERT THE FOLLOWING FOR GRANTEES UTILIZING HOME_ARP AS MATCH OTHERWISE DELETE].

I. As consideration for the Homekey Program Grant, the Owner agreed to enter into this Declaration to restrict the development, use and occupancy of the Property to the continued

and lawful operation of in accordance with the Program Requirements, Permanent multifamily rental housing for individuals and families experiencing homelessness or who are at risk of homelessness, At Risk Homeless, or for Senior Housing.

J. The term "**Owner**" as used in this Declaration shall include all successors, assigns and transferees to or of any or all of the Owner's interest in the Property and the Permanent multifamily rental housing for individuals and families experiencing homelessness or who are at risk of homelessness, At Risk Homeless, or for Senior Housing.

NOW, THEREFORE, in consideration of the Department's Grant to the Grantee and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby covenants, agrees and declares that the Property shall be owned, held, used, maintained, and transferred pursuant to the following restrictive covenants, conditions, restrictions, and limitations ("**Covenants**"). Such Covenants shall be binding upon all of Owner's successors, assigns and transferees to or of the Property, and upon all leases, tenants, contractors, agents, and persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing.

COVENANTS

1. <u>Operation of Multifamily Housing in Accordance with Program Requirements</u>. Owner, for itself and for its successors and assigns, hereby declares and covenants that use of the Property is restricted to the operation of the Property in accordance with the Program Requirements, to uses ancillary to <u>Permanent</u> multifamily rental housing to individuals and families experiencing homelessness or who are at risk of homelessness, <u>At Risk Homeless</u>, or for <u>Senior Housing</u>, as these terms are defined in the NOFA, and to such other uses as may be approved by the Department in its sole and absolute discretion. The multifamily housing shall include, at a minimum, the number and size of units that are described in <u>Exhibit B</u>, which is attached hereto and incorporated by reference. Such units shall be subject to the occupancy restrictions described in <u>Exhibit B</u>.

2. <u>Maintenance, Repair, and Improvement of the Property and the Interim Housing</u>. Owner agrees:

2.1 To keep the Property in decent, safe, sanitary, tenantable condition and repair, and to permit no waste thereof;

2.2 Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable, except in accordance with these Covenants;

2.3 Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of the multifamily housing; or add to,

remove, demolish or structurally alter any buildings or improvements now or hereinafter located on the Property;

2.4 To promptly repair, restore or rebuild any buildings or improvements on the Property that may be damaged or destroyed while subject to this Declaration;

2.5 To comply with all applicable laws affecting the Property, and not to suffer or permit any violations of any such applicable law, nor of any covenant, condition or restriction affecting the Property;

2.6 Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the Department's prior written consent; and

2.7 Not to alter the use of all or any part of the Property without the Department's prior written consent.

3. <u>Restrictions on Sale, Encumbrance, and Other Acts</u>.

3.1 Owner shall not, except with the Department's prior written consent, make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer of the Property, the multifamily housing, or of any of its interest in either of them.

3.2 If the Department determines, in its sole and absolute discretion, to grant its prior written consent for a sale, transfer or conveyance of the Property or the multifamily housing, such consent may impose terms and conditions, as necessary, to preserve or establish the fiscal integrity of the Property or the multifamily housing, or to ensure compliance with the Program Requirements.

4. <u>Charges; Liens</u>. Owner shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property or to the multifamily housing, if any, by Owner making payment, when due, directly to the payee thereof. Owner shall promptly furnish to the Department all notices of amounts due under this paragraph, and where Owner makes direct payments, Owner shall promptly furnish to the Department its receipts evidencing such payments. Owner shall pay when due all encumbrances, charges, and liens on the Property or to the multifamily housing, and shall make payments on notes or other obligations secured by an interest in the Property or multifamily housing, with interest in accordance with the terms thereof. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as Owner does so diligently and without prejudice to Department.

5. <u>Building Permits</u>. Owner agrees not to apply for or accept any permits under state or federal law for the construction of improvements on the Property that are inconsistent with the

lawful operation of the multifamily housing, as such multifamily housing is described in <u>Exhibit B</u> hereto.

6. <u>Hazard and Liability Insurance and Condemnation</u>.

6.1 Owner shall keep the Property and the Interim Housing insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by the Department. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the Department.

6.2 In the event of any fire or other casualty to the Property or multifamily housing, or eminent domain proceedings resulting in condemnation of the Property or multifamily housing or any part thereof, the Owner shall have the right to rebuild the Property or the multifamily housing, and to use all available insurance or condemnation proceeds therefor, provided that, as determined by the Department in its sole and absolute discretion, (i) such proceeds are sufficient to rebuild the Property or multifamily housing in a manner that ensures continued operation of the multifamily housing in accordance with the Program Requirements; and (ii) no material breach or default then exists under the Standard Agreement. If the casualty or condemnation affects only part of the Property or multifamily housing and if total rebuilding is infeasible, then the insurance or condemnation proceeds may be used for partial rebuilding and/or partial repayment of the Grant. The Department has the right but not the obligation to approve the plans and specifications for any major rebuilding, as well as the right but not the obligation to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement.

7. <u>Covenants Run with the Land</u>. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to these Covenants. The foregoing Covenants are intended to constitute both equitable servitudes and covenants running with the land. Owner expressly acknowledges and agrees that the Covenants are reasonable restraints on the Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such Covenants, regardless of whether such Covenants are set forth in such contract, deed, or other instrument.

8. <u>Binding Effect</u>. Any purchaser of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from the Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the Covenants set forth in this Declaration.

9. <u>Term of Declaration</u>. The Covenants in this Declaration shall be binding, effective, and enforceable commencing upon the execution of this Declaration, and they shall continue in full force and effect for a period of not less than [30 or 55] years after a certificate of occupancy or its equivalent has been issued for the multifamily housing by the local jurisdiction or, if no such certificate is issued, from the date of initial occupancy of the multifamily housing, regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof.

10. <u>Default, Remedies</u>. A default under this Declaration or the Standard Agreement shall entitle the Department to any rights, remedies, or damages available at law or in equity, including, but not limited to, those that are specified below. The Department's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any right or remedy.

10.1 Specific Performance. The use, repair, and maintenance of the Property in support of the multifamily housing is of a special and unique kind and character, so that a breach of any material provision of this Declaration by the Owner would not have an adequate remedy at law. Therefore, the Department's rights may be enforced by an action for specific performance and such other equitable relief as is provided by applicable law.

10.2 Injunctive Relief. In pursuing specific performance of the Covenants, the Department shall be entitled to petition a court of competent jurisdiction for injunctive relief to preserve the Department's interests in the Property and its rights under this Declaration. Such injunctive relief may include a court order restraining any development of the Property that is inconsistent with the foregoing Covenants.

10.3 Appointment of Receiver. In conjunction with any other remedy available at law or in equity, the Department may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property or the multifamily housing in accordance with the Program Requirements.

The remedies under this Section 10 are subject to and may be limited by Sections 22 and 23 of this Declaration.

11. <u>Attorneys' Fees</u>. The prevailing party in an action to enforce this Declaration shall be entitled to reasonable attorneys' fees as determined by the trier of fact in that forum.

12. Department Review and Inspection.

12.1 At any time during the term of this Declaration and upon reasonable notice, the Department or its designee may, but is not obligated to, enter and inspect the Property, and inspect all records pertaining to the operation, repair, and maintenance of the multifamily housing. Upon request by the Department, the Owner shall notify occupants of upcoming inspections in accordance with state law.

12.2 The Department may, but is not obligated to, request any other information that it deems necessary to confirm compliance with the foregoing Covenants. The Owner shall provide such requested information within fourteen (14) calendar days of the Department's written request for the information.

12.3 The Department shall not, by the fact of making or not making any entries or inspections, or by taking or failing to take any action in response thereto:

12.3.1 Incur or undertake, or be deemed to incur or undertake, any obligation, duty, or liability whatsoever, whether to the Owner, to the Grantee, or to any other person or entity;

12.3.2 Be deemed as approving or disapproving any matter, action, incident, or condition related to the Property or the multifamily housing; or

12.3.3 Be deemed as approving or disapproving any matter related to the compliance of the Property or the multifamily housing with the Program Requirements or other applicable laws. In no event or circumstance shall the Department's exercise or nonexercise of its discretion under this paragraph constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver by the Department of any right, benefit, or remedy under or with respect to this Declaration.

13. <u>Owner Representations</u>. Owner [INSERT LESSOR/LESEE IF NECESSARY] represents and warrants to the Department that:

13.1 Owner has sufficient interest in the Property to support the operation of the multifamily housing in accordance with the Program Requirements and this Declaration;

13.2 To Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration;

13.3 Owner has the full right and authority to enter into this Declaration;

13.4 This Declaration constitutes a valid and legally binding obligation on Owner, enforceable in accordance with its terms; and

13.5 Owner is duly organized and authorized to do business under tribal, federal or state law.

14. <u>Amendment, Modification</u>. Owner shall not amend, modify, waive, or release this Declaration, or any part of this Declaration, without the prior and express written consent of an

authorized representative of the Department, which consent may be withheld, conditioned, or delayed in the Department's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of the Department shall be void.

15. <u>Severability</u>. Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

16. <u>Governing Law</u>. This Declaration shall be governed by and interpreted under state law.

17. <u>Notices</u>. Except as otherwise specified herein, all notices to be sent pursuant to this Declaration shall be made in writing and sent to the Owner and the Department at its respective address specified below or to such other address as the Owner may designate by written notice delivered in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

18. <u>Approval and Recordation of Declaration</u>.

18.1 This Declaration shall be recorded against Owner's [FEE AND/OR LEASEHOLD INTEREST] in the Property in the Official Records of the County of [NAME OF COUNTY]. The Declaration shall be recorded, and shall remain, as a lien against the Property in first position over all other agreements, covenants, liens, or other matters of record on the Property.

18.2 Upon recordation of this Declaration [INSERT IF NECESSARY Lease, and the Lease Rider], Owner [INSERT IF NECESSARY and/or Lessee] will have good and marketable title to the Property, or a leasehold interest therein approved by the Department, and there shall exist thereon or with respect thereto no mortgage, lien, pledge, or other encumbrance of any character whatsoever unless approved in writing by the Department.

19. <u>Tribal Preference</u>. [INSERT] may provide preference to Tribal members and to members of other Indian tribes in tenant selection, occupancy, employment, and procurement in connection with any matters covered by this Declaration to the extent authorized by Federal law.

Declaration of Restrictive Covenants / Tribal Trust Land Tribal Homekey Program (Round 3) NOFA: 3/15/2024 Owner: [INSERT NAME OF REAL PROPERTY OWNER] Project: [INSERT NAME OF PROJECT] Approved Date: Prep: [INSERT DATE DOCUMENT IS PREPARED] Page 8 of 14 20. <u>Third Party Beneficiary</u>. The Department is an intended third-party beneficiary of this Declaration. The Department shall have the right and privilege, but not the obligation, to seek compliance with and enforcement of this Declaration.

21. <u>Entire Agreement; Counterparts</u>. This Declaration and its attached Exhibits A and B, together with the Standard Agreement and Exhibits A, B, D and E, to the Standard Agreement, [INSERT IF NECESSARY Ground Lease, and the Lease Rider], contains the entire agreement with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect thereto. This Declaration may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

22. <u>Fee-to-Trust</u>. Nothing in this Declaration is intended to interfere with [INSERT TRIBAL ENTITY]'s lawful right to apply to the Bureau of Indian Affairs (BIA) to accept the Property into trust. If the BIA will not accept the Property into trust for the benefit of [INSERT TRIBE] on the grounds any terms or conditions of this Declaration renders title to the Property unmarketable pursuant to Section 151.14 of Title 25 of the Code of Federal Regulations or for any other lawful reason, the Department shall negotiate with [OWNER/TRIBE] in good faith to amend this Declaration such that the BIA will accept the Property into trust and this Declaration will survive a fee-to-trust transfer and remain on title as a lien against the Property. Any amendments to this Declaration in accordance with this section shall be approved in writing by the parties.

23. <u>Limited Waivers of Sovereign Immunity</u>. Except as otherwise expressly provided below, [INSERT TRIBE, TDHE/TRIBAL HOUSING AUTHORITY, LESSEE] reserve all of their inherent sovereign rights, including sovereign immunity from unconsented suit or legal proceedings against them. However, [INSERT] irrevocably grant to the Department solely, and to no other party other than another California state agency responsible for the management and enforcement of the Department's obligations and responsibilities pursuant to the Homekey Program Requirements, a limited waiver of sovereign immunity (and any defense based thereon) from any suit, action, claim or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) to seek the following rights and remedies:

23.1 The enforcement of any provision of this Declaration;

23.2 Any claim, action or legal proceeding arising under or related to this Declaration;

23.3 Any determination, judgment, order or award issued by a court of competent jurisdiction, including without limitation, an award of actual damages, an order requiring [INSERT] to pay direct and actual damages resulting from any breach of this Declaration, or an order from a court of competent jurisdiction for injunctive relief requiring or prohibiting [INSERT] to take certain action;

23.4 Claim or action to interpret and/or enforce the provisions of this Declaration and to resolve disputes, controversies, or claims arising or related to any of the foregoing;

23.5 Any counterclaims against or relating to claim(s) brought in connection with this Declaration; and

23.6 Injunctive relief pursuant to this Agreement. [INSERT] expressly, unequivocally, and irrevocably waive their sovereign immunity from unconsented suit (and any defense based thereon) for the rights, remedies, and actions identified in this paragraph, but no others.

This limited waiver of sovereign immunity does not extend to tort claims or other types of damages, including indirect, special, incidental, non-compensatory, consequential, or punitive damages, whether by way of indemnification or otherwise. [INSERT] do not waive sovereign immunity for lawsuits by third parties or disputes between the parties not arising from this Declaration. This waiver does not allow, and Department separately agrees not to bring, any claims, actions, or lawsuits against any [INSERT] individual, including Tribal or [INSERT] officials, employees, agents, and others acting on behalf of the Tribe or [INSERT]. Department will sue only the [INSERT] as an entity. This limited waiver shall not, under any circumstances, allow the cumulative award against the [INSERT] to exceed the Grants and in no instance shall any enforcement of any kind whatsoever be allowed against any assets of the [INSERT] other than the Grants, revenues from the Project, and the real property on which the Project is located.

[INSERT] represent and warrant their limited waiver of sovereign immunity is valid and binding and is in compliance with all applicable law, including the laws of the **[INSERT]**, and that all approvals, required under said laws, including procedural requirements, to effectuate said waiver have been duly issued and no other approvals or actions of the **[INSERT]** are required. **[INSERT]** further represent and warrant that the remedies set forth in the State Documents pledged against their limited waivers of sovereign immunity are allowed by, and in compliance with, the laws of **[INSERT]**.

24. <u>Jurisdiction and Venue</u>. Except as otherwise expressly provided in this Declaration, the parties intend that any cause of actions to enforce, construe, and determine any disputes or claims regarding this Declaration as well as any default, breach of contract, injunctive relief, or specific performance remedies, regarding the Property, to be brought and prosecuted to completion as described below:

[INSERT] hereby consent to the jurisdiction of the [INSERT TRIBAL/FEDERAL/STATE COURT], to the extent they have jurisdiction, over all subject matters described herein, including but not limited to any breach of contract action brought by any of the parties to enforce the terms of this Declaration, or any other appropriate action brought by any of the parties to prosecute any other rights available to the parties hereto arising under or related to the Declaration. [INSERT]

Declaration of Restrictive Covenants / Tribal Trust Land Tribal Homekey Program (Round 3) NOFA: 3/15/2024 Owner: [INSERT NAME OF REAL PROPERTY OWNER] Project: [INSERT NAME OF PROJECT] Approved Date: Prep: [INSERT DATE DOCUMENT IS PREPARED] Page 10 of 14 acknowledge that such consent is given without in any way limiting its other rights and remedies, and the Department shall be entitled in the [INSERT] courts where appropriate, to pursue, among other things, specific performance, declaratory judgment, injunctive relief (mandatory or prohibitive), mandamus (or a remedy in the nature of mandamus) to prevent or stop violations of any covenants and other provisions hereof, actual and direct damages, receiverships, or to generally protect the Property and the rights and interests of any tenants or occupants thereof or the Department's interests therein. Any right, power, or principle requiring deferral to or exhaustion of remedies in [INSERT TRIBAL COURT] and the federal courts to the extent they have jurisdiction or other governmental body of the Tribe or federal government, is hereby waived and deemed satisfied by the [INSERT] and the [INSERT], and the Department shall not assert the same in [INSERT COURT] to the extent they have jurisdiction, as a bar or abatement to the claims of the other.

[INSERT] agree that any judicial action, suit, or counterclaim initiated by the **[INSERT]** against the Department will be in either, **[INSERT TRIBAL COURT]** or federal courts to the extent they have jurisdiction, over all subject matters described herein, unless otherwise required by federal Indian law. Such waiver is limited to the rights, remedies, default, and enforceability of the provisions of this Declaration.

[signature page follows]

Declaration of Restrictive Covenants / Tribal Trust Land Tribal Homekey Program (Round 3) NOFA: 3/15/2024 Owner: [INSERT NAME OF REAL PROPERTY OWNER] Project: [INSERT NAME OF PROJECT] Approved Date: Prep: [INSERT DATE DOCUMENT IS PREPARED] Page 11 of 14 **IN WITNESS WHEREOF,** the Owner has caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

OWNER: [NAME OF OWNER, TYPE OF LEGAL ENTITY]

By: _

[INSERT NAME OF AUTHORIZED SIGNATORY] Its: [INSERT TITLE OF SIGNATORY]

DEPARTMENT:

Department of Housing and Community Development, a public agency of the State of California

By: _____

APPROVED AS TO FORM:

Department of Housing and Community Development Legal Counsel

All signatures must be acknowledged.

ADD NOTARY ACKNOWLEDGEMENT

Declaration of Restrictive Covenants / Tribal Trust Land Tribal Homekey Program (Round 3) NOFA: 3/15/2024 Owner: [INSERT NAME OF REAL PROPERTY OWNER] Project: [INSERT NAME OF PROJECT] Approved Date: Prep: [INSERT DATE DOCUMENT IS PREPARED] Page 12 of 14

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Declaration of Restrictive Covenants / Tribal Trust Land Tribal Homekey Program (Round 3) NOFA: 3/15/2024 Owner: [INSERT NAME OF REAL PROPERTY OWNER] Project: [INSERT NAME OF PROJECT] Approved Date: Prep: [INSERT DATE DOCUMENT IS PREPARED] Page 13 of 14

EXHIBIT "B"

MULTIFAMILY HOUSING

[INSERT UNIT MIX FROM THE STANDARD AGREEMENT]

[ANY "INCOME RESTRICTIONS" OR "INCOME LIMIT" SHALL BE IDENTIFIED TO INCLUDE THE FOLLOWING PARENTHETICAL: "(as Applicable to the Target Population)"]

Declaration of Restrictive Covenants / Tribal Trust Land Tribal Homekey Program (Round 3) NOFA: 3/15/2024 Owner: [INSERT NAME OF REAL PROPERTY OWNER] Project: [INSERT NAME OF PROJECT] Approved Date: Prep: [INSERT DATE DOCUMENT IS PREPARED] Page 14 of 14