

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

Title Status Report

BIA Land Area No.: _____

BIA Land Area Name: _____

BIA Tract No.: _____

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the “**Declaration**”), dated [INSERT DATE] for reference purposes only, by [TRIBE], a federally-recognized Indian tribe (“Owner” or “Tribe”) and [LESSEE], and its successors, assigns and transferees (“Lessee”), 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 held in trust by the United States commonly known as [LAND AREA ###, LAND AREA NAME, AND TRACT NO. T-#### SHOWN IN TITLE STATUS REPORT] and located in the County of [INSERT], State of California, for the legal benefit of [TRIBE] as more particularly described in the Legal Description attached hereto as Exhibit A 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 a Standard Agreement [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 1 of 15

STANDARD AGREEMENT NUMBER dated **[DATE]**, (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 THE TRIBE.] ///// [IF TRIBAL ENTITY CO-APPLIED WITH A SPONSOR, ENTER SPONSOR’S ROLE]//// [IS TRIBE (i) AN APPLICANT AND AGREES TO COMPLY WITH THIS COVENANT, OR (ii) NOT AN APPLICANT AND IS CONSENTING TO THE RECORDING OF THIS COVENANT AND DECLARING ITS PROPERTY SHALL BE SUBJECT TO THIS COVENANT]**

C. **[ENTER LEASE AND LEASE RIDER INFO]**: The Tribe and Lessee have executed that certain residential lease of the Property dated **[DATE]** for a term of **[##]** years (“Lease”) approved by and recorded with the Bureau of Indian Affairs contemporaneously herewith. The Tribe, Lessee and the Department have executed that certain lease rider dated **[DATE]** approved by and recorded with the BIA contemporaneously herewith (“Lease Rider”).

D. 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).

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 GRANTEE'S UTILIZING HOME_ARP AS MATCH OTHERWISE DELETE].

J. 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 Tribe and Lessee hereby subject their interest in the Property to the covenants set forth below and declare their express intent 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 the Tribe and Lessee'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. Operation of Multifamily Housing in Accordance with Program Requirements. Owner and Lessee, for themselves and for their successors and assigns, hereby declare and covenant that use and operation of the Property is restricted to in accordance with the Program Requirements, to uses ancillary to 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 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 Exhibit B, which is

attached hereto and incorporated by reference. Such units shall be subject to the occupancy restrictions described in Exhibit B.

2. Maintenance, Repair, and Improvement of the Property and the Interim Housing.
[If Tribe is an Applicant: The Tribe and Lessee agree] or [If Tribe not an Applicant: Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal, 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. Restrictions on Sale, Encumbrance, and Other Acts.

3.1 The Tribe and Lessee 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 their 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. Charges; Liens. [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal], shall pay all taxes, if said taxes are imposed under Tribal or Federal law, assessments, and other charges, fines and impositions attributable to the Property or to the multifamily housing, if any, when due, directly to the payee thereof. [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] shall promptly furnish to the Department all notices of amounts due under this paragraph, and where direct payments are made, [the Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] shall promptly furnish to the Department its receipts evidencing such payments. [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] 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. [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as the Tribe and/or Lessee do so diligently and without prejudice to Department.

5. Building Permits. [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] agrees not to apply for or accept any permits under Tribal 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 Exhibit B hereto.

6. Hazard and Liability Insurance and Condemnation.

6.1 [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] shall keep the Property and the multifamily rental 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 [Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] 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. Covenants Run with the Land. 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. The Tribe and Lessee expressly acknowledge and agree that the Covenants are reasonable restraints on the Tribe and Lessee'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. Binding Effect. 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 Tribe or Lessee 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. Term of Declaration. 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 twenty-five (25) years after a certificate of occupancy or its equivalent has been issued for the multifamily housing by the Indian tribe or tribal instrumentality exercising jurisdiction over the Property 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. Default, Remedies. 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. Attorneys' Fees. 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 [Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] 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 [Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] 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 Tribe, Lessee or 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 non-exercise 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. Owner and Lessee Representations. Owner and Lessee represent and warrant to the Department that:

13.1 Owner and Lessee have 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 the Tribe and Lessee's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which the Tribe or Lessee (or their predecessors 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 The Tribe and Lessee have the full right and authority to enter into this Declaration;

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

13.5 The Tribe is a federally-recognized Indian tribe and Lessee is duly organized and authorized to do business under tribal, federal or state law.

14. Amendment, Modification. The Tribe and Lessee 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. Severability. 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. Governing Law. This Declaration shall be governed by and interpreted under Tribal and Federal law.

17. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Declaration shall be made in writing and sent to the Tribe and Lessee and the Department at its respective address specified below or to such other address as the Tribe and Lessee 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. Approval and Recordation of Declaration.

18.1 This Declaration shall be approved by the Bureau of Indian Affairs and shall comply with any and all approvals and requirements under Part 162 of Title 25 of the Code of Federal Regulations and applicable law. This Declaration shall be recorded with the Land, Title, and Records Office of the BIA against the leasehold estate created by the Lease of the Property. 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. [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] shall provide the Department with a certified title status report reflecting the recordation of this Declaration within [XXX] days of the execution of this Declaration or other documentation demonstrating BIA approval and recordation of this Declaration subject to the sole discretion of the Department.

18.2 This Declaration shall also be recorded 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.

18.3 Upon recordation of this Declaration, Lessee will have good and marketable leasehold interest in the Property approved by the Bureau of Indian Affairs and 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. Tribal Preference. [The Tribe and Lessee] or [Lessee, or if Lessee has committed an uncured event of default under the Lease and the Tribe has exercised its right of first refusal] 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 and Tribal law.

20. Third Party Beneficiary. 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. Entire Agreement; Counterparts. 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, Lease, and the Lease Rider, contain 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. Tribal Approval. This Declaration is hereby approved by the Tribe and no further approvals under Tribal or applicable law are required.

23. Limited Waivers of Sovereign Immunity. Except as otherwise expressly provided below, the Tribe and Lessee reserve all of their inherent sovereign rights, including sovereign immunity from unconsented suit or legal proceedings against them. However, the Tribe and Lessee 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 the Tribe and/or Lessee 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 the Tribe and/or Lessee 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. The Tribe and Lessee 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. The Tribe and Lessee 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 Tribal individual, including Tribal officials, employees, agents, and others acting on behalf of the Tribe. Department will sue only the Tribe as an entity. This limited waiver shall not, under any circumstances, allow the cumulative award against the Tribe or Lessee to exceed the Grants and in no instance shall any enforcement of any kind whatsoever be allowed against any assets of the Tribe other than the Grants, revenues from the Project, and the real property on which the Project is located.

The Tribe and Lessee 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 Tribe and Lessee, 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 Tribe and Lessee are required. The Tribe and Lessee further represent and warrant that the remedies set forth in this Declaration pledged against their limited waivers of sovereign immunity are allowed by, and in compliance with, the laws of the Tribe and Lessee.

24. Jurisdiction and Venue. 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:

The Tribe and Lessee 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. The Tribe and Lessee 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 Tribe and Lessee, 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.

The Tribe and Lessee agree that any judicial action, suit, or counterclaim initiated by the Tribe or Lessee 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]

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 TRIBE]

By: _____
[INSERT NAME OF AUTHORIZED SIGNATORY]
Its: **[INSERT TITLE OF SIGNATORY]**

LESSEE:

[NAME OF LESSEE]

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

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 14 of 15

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)

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Page 15 of 15