

**Official Record**

Recording requested By  
FIRST AMERICAN TITLE

**Lincoln County - NV**

**Leslie Boucher - Recorder**

Fee: **\$48.00**

Page 1 of 10

RPTT:

Recorded By: AE

Book- 302 Page- 0072

APN# APN:001-021-04,002-212-01,003-021-03

**Recording Requested by:/When Recorded Return to:**

Name: First American Title Insurance  
Company National Commercial  
Services

Address: 2500 Paseo Verde Parkway #120

City/State/Zip: Henderson, NV 89074

Order Number: NCS-72021-HHLV - NR



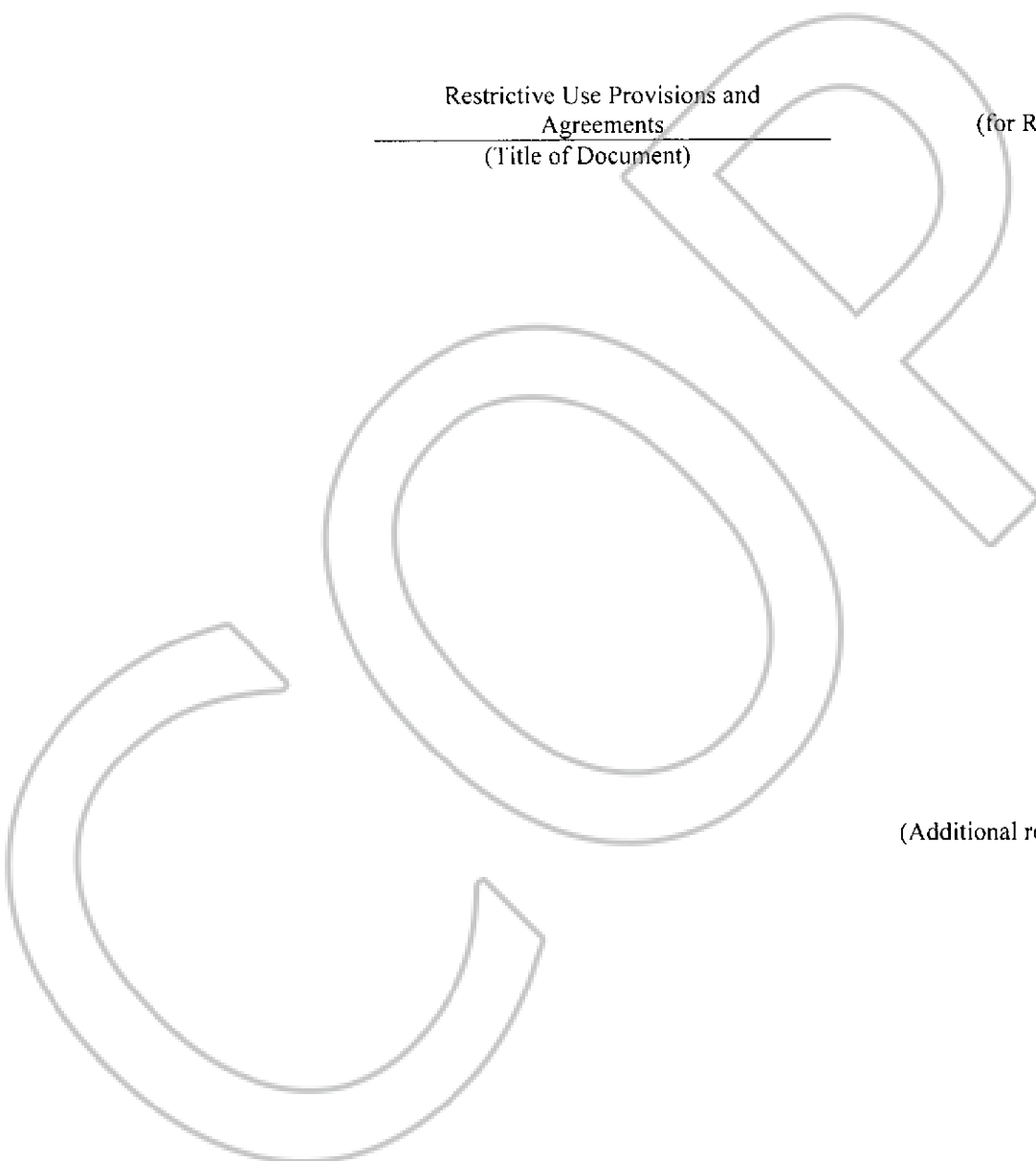
0149137

Restrictive Use Provisions and  
Agreements

(Title of Document)

(for Recorder's use only)

(Additional recording fee applies)





After recording return to:

Borrower's mailing address: 234 Shelter Valley Drive, Kalispell, MT 59901.

STATE OF NEVADA            )  
  )  
COUNTY OF LINCOLN        )            **RESTRICTIVE USE PROVISIONS  
AND AGREEMENTS  
(Lincoln Senior Housing, LLC)**

**WHEREAS, Lincoln Senior Housing, LLC, 234 Shelter Drive, Kalispell, MT 59901** ("Owner"), or a predecessor in interest, received a loan from the United States of America, acting through the Rural Housing Service in Rural Development ("Agency"), United States Department of Agriculture which was evidenced by a promissory note and /or assumption agreement here after referred to as the promissory note dated **April 5, 2016** in the amount of **\$1,085,970.42** and secured by a certain Deed (s) of Trust or Mortgage dated **August 25, 1982, August 7, 1979, & August 20, 1980 respectively**, and recorded in the land records for the County of Lincoln for the purpose of providing housing in accordance with Section 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and Title V of the Housing Act of 1949, as amended "Program";

**NOW, THEREFORE**, in consideration of the restrictions on the Property as further described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves and for their respective successors and assigns, hereby covenant and agree as follows:

- 1. Term.** The period of restriction will be until **February 24, 2046**.
- 2. Use Requirement.** The Owner, and any successors in interest, agree to use the Property in compliance with 42 U.S.C. § 1485 and 7 C.F.R part 3560, and any other applicable regulations and amendments, for the purpose of housing program eligible very low-, low-, or moderate-income tenants.
- 3. Enforcement.** The Agency and program eligible tenants or applicants may enforce these restrictions so long as the Agency has not terminated the Restrictive Use Covenant pursuant to paragraph 7 below.
- 4. Displacement Prohibition.** The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy, solely because any tenant or prospective tenant is the recipient of housing assistance from the Agency or any other federal agency.
- 5. Owner's Responsibilities.** The Owners agrees to: set rents, other charges, and conditions of occupancy in a manner to meet these restrictions; post an Agency approved notice of this restriction for the tenants of the property; to adhere to applicable local, state, and Federal laws; and to obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.



**6. Civil Rights Requirements.** The Owner will comply with the provisions of any applicable federal, state or local law prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Fair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the Agency regulations implementing these authorities, including, but not limited to, 7 CFR 3560.104

**7. Release of Obligation.** The Owner will be released from these obligations under this Restrictive Use Covenant before the termination period set in paragraph 1 only when the Agency determines that there is no longer a need for the housing or that HUD Section 8 vouchers provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Owner.

**8. Violations; the Agency's Remedies.** The parties further agree that upon any default under this covenant, the Agency may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this covenant or for such other equitable relief as may be appropriate, since the injury to the Agency arising from a violation under any of the terms of this covenant would be irreparable and the amount of damage would be difficult to ascertain.

**9. Covenants to Run with Land.** The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this covenant. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the Term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Agency hereby agrees that, upon the request of the Owner made on or after the Term of this covenant, the Agency shall execute a recordable instrument approved by the Agency for purposes of releasing this covenant of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

**10. Superiority.** The document hereto constitutes a restrictive covenant that is filed of record, with all other Deeds of Trusts or Mortgages, and that, notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.

**11. Subsequent Modifications and Statutory Amendments.** The Agency may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement, to require that any third party obtain prior the Agency approval for any enforcement action concerning preexisting or future violations of this covenant.



**12. Other Agreements.** The Owner represents and warrants that it has not and will not execute any other agreements with provisions contradictory or in opposition to the provisions of this covenant and that, in any event, the provisions of this covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.

**13. Binding Effect.** Upon conveyance of the Property during the Term, the Owner shall require its successor or assignee to assume its obligations under this covenant. In any event, this covenant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

**14. Amendment.** This covenant may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.

**15. Severability.** Notwithstanding anything herein contained, if any one or more of the provisions of this covenant shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this covenant, but this covenant shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

**16. Headings.** The headings and titles to the sections of this covenant are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

**17. Governing Law.** This covenant shall be governed by all applicable federal laws.

[Remainder of Page Intentionally Left Blank]

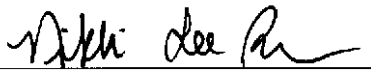


**IN WITNESS WHEREOF**, the parties hereto have caused this Restrictive Use Agreement to be executed and made effective as of December 30, 2015.

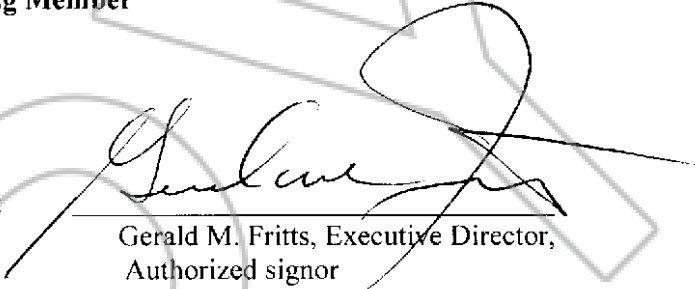
**Lincoln Senior Housing, LLC, a Nevada Limited Liability Company**

**By: American Covenant Senior Housing Foundation, Inc, Managing Member**

**Signed, Sealed and Delivered  
In the Presence of:**

  
\_\_\_\_\_  
Nikki Prine

By:

  
\_\_\_\_\_  
Gerald M. Fritts, Executive Director,  
Authorized signor





STATE OF NEVADA )  
 )  
COUNTY OF DOUGLAS )

**ACKNOWLEDGMENT**

The undersigned, a Notary Public in and for the County and State aforesaid, certifies that \_\_\_\_\_ personally appeared before me this day and acknowledged the execution of the foregoing instrument by him as Managing Member of Kingsbury Village, LP, a Nevada Limited Partnership, the Borrower.

WITNESS my hand and official stamp or seal this \_\_\_\_ day of December, 2015

\_\_\_\_\_  
Notary Public of Nevada  
My commission expires:

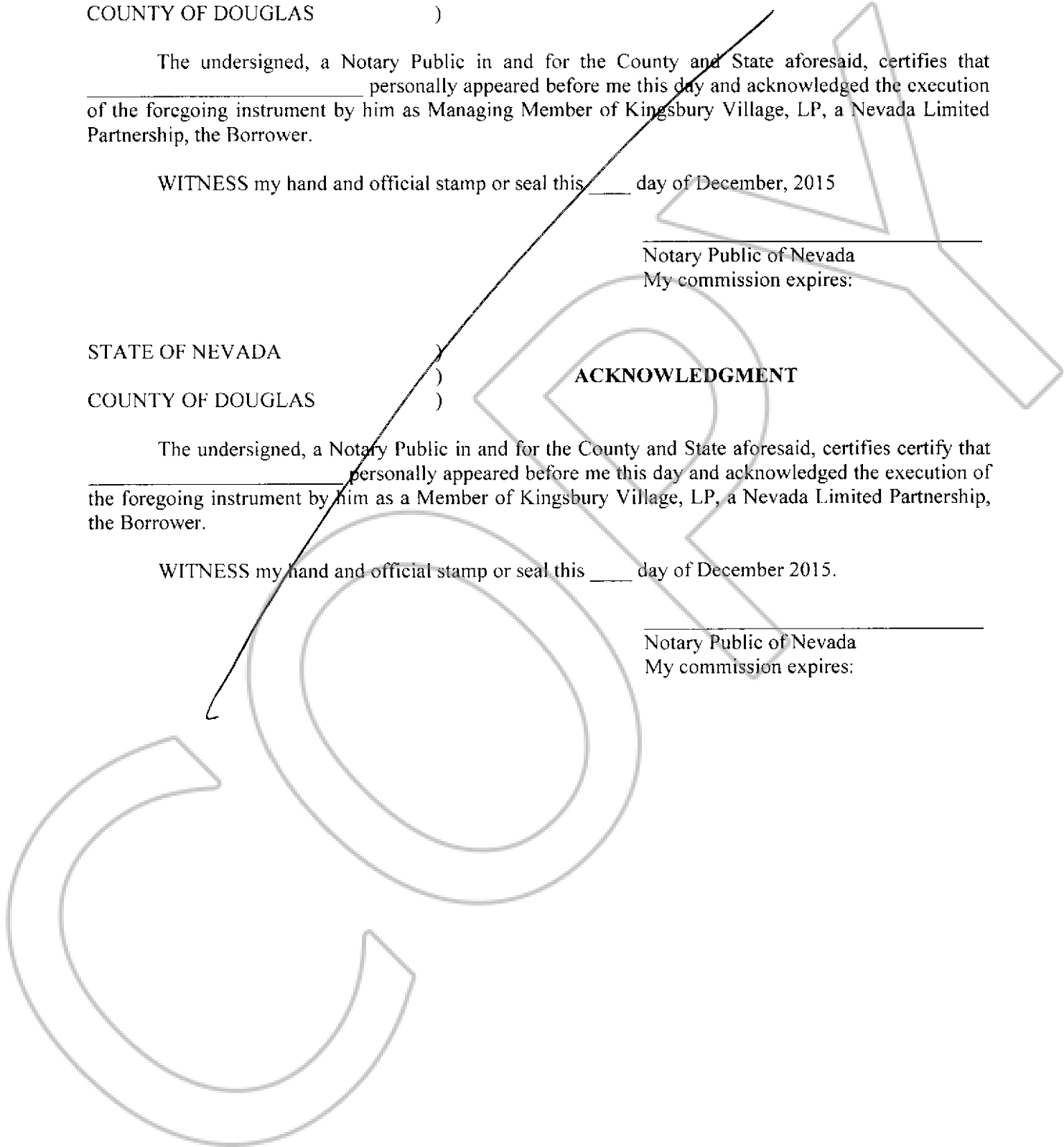
STATE OF NEVADA )  
 )  
COUNTY OF DOUGLAS )

**ACKNOWLEDGMENT**

The undersigned, a Notary Public in and for the County and State aforesaid, certifies certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the execution of the foregoing instrument by him as a Member of Kingsbury Village, LP, a Nevada Limited Partnership, the Borrower.

WITNESS my hand and official stamp or seal this \_\_\_\_ day of December 2015.

\_\_\_\_\_  
Notary Public of Nevada  
My commission expires:





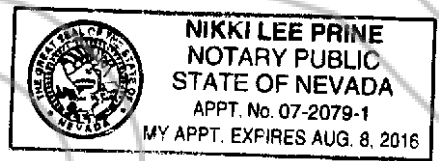
State of NV )  
 ) ss.:  
County of Clark )

On the 23 day of march in the year 2016 before me, the undersigned, personally appeared Gerald M. Fritts, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nikki Lee Prine

Notary Public

My Commission expires: 8-8-16



Nikki Lee Prine  
No. 07-2079-1  
exp: Aug 8, 2016

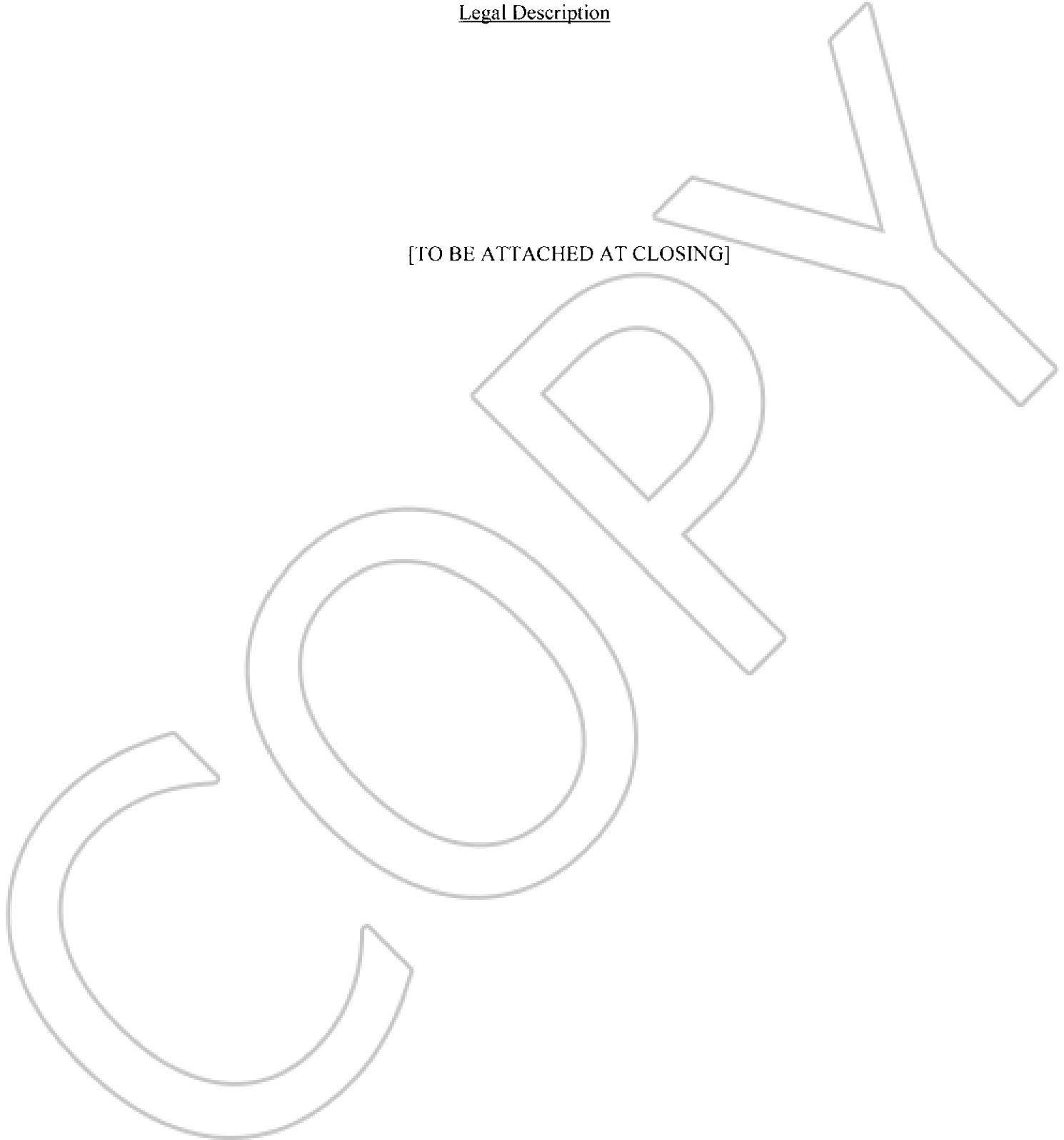




Exhibit A

Legal Description

[TO BE ATTACHED AT CLOSING]







### Exhibit "A"

### Legal Description

Real property in the City of Caliente, County of Lincoln, State of Nevada, described as follows:

PARCEL I:

A PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.B.&M., IN THE COUNTY OF LINCOLN, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.B.&M.; THENCE NORTH 20°03' EAST A DISTANCE OF 454.2 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DOCUMENT NO. 51656, BOOK 4, PAGE 305, OF THE LINCOLN COUNTY OFFICIAL RECORDS; THENCE NORTH 75°15' WEST ALONG THE SOUTH BOUNDARY OF SAID PARCEL, A DISTANCE OF 154.0 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 75°15' WEST A DISTANCE OF 468.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED IN DOCUMENT NO. 51656, BOOK 4, PAGE 305, LINCOLN COUNTY RECORDS; THENCE NORTH 18°06' EAST ALONG THE WEST BOUNDARY OF SAID PARCEL, A DISTANCE 205.00 FEET; THENCE SOUTH 75°15' EAST, A DISTANCE OF 468.00 FEET; THENCE SOUTH 18°06' WEST A DISTANCE OF 205.00 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 19, 1981 IN BOOK 44, PAGE 465 AS INSTRUMENT NO. 72462.

PARCEL II:

LOT ONE (1) IN BLOCK THIRTY-THREE (33) IN THE TOWN OF PANACA, AS SHOWN BY MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

PARCEL III:

BEING A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.M., CITY OF PIOCHE, LINCOLN COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SAID SECTION 15; THENCE SOUTH 78°22'50" WEST, 1275.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE HOLLYWOOD WAY (30.00 FEET WIDE) AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 04°10'49" EAST, 395.03 FEET; THENCE CONTINUING ALONG SAID LINE, NORTHEASTERLY ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 106.63 FEET, THROUGH A CENTRAL ANGLE OF 30°53'41", FOR AN ARC LENGTH OF 57.50 FEET; THENCE NORTH 35°04'29" EAST, ALONG SAID LINE, 196.65 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 58°13'27" EAST, 271.17 FEET; THENCE SOUTH 31°46'33" WEST, 65.60 FEET; THENCE NORTH 58°13'27" WEST 87.55 FEET; THENCE SOUTH 31°46'33" WEST, 536.34 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.96 ACRES MORE OR LESS AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK D, PAGE 0183, OFFICIAL RECORDS, LINCOLN COUNTY, NEVADA.



EXCEPTING THEREFROM ALL MINERALS AND MINERAL BEARING ORES LYING BELOW THE  
HEREINABOVE DESCRIBED REAL PROPERTY, TOGETHER WITH THE RIGHT TO EXTRACT THE SAME,  
EXCEPT THAT THE RIGHT TO EXTRACT SHALL NOT EXTEND TO THE SURFACE OR TO THE THIRTY (30)  
FEET IMMEDIATELY UNDERLYING AS DISCLOSED IN GRANT, BARGAIN, SALE DEED RECORDED  
DECEMBER 16, 1977, IN BOOK 23, PAGE 371 AS INSTRUMENT NO. 61016 OF OFFICIAL RECORDS OF  
LINCOLN COUNTY, NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION WAS PREPARED BY:  
ROBERT C. JOHNSON, PLS NO. 10114  
HMH SURVEYING INC.  
4945 W. PATRICK LANE  
LAS VEGAS, NV 89118

APN: 003-021-03

