APN 003-053-03

NCS-1000088

Recording Requested by: First American Title Insurance Company 8311 W. Sunset Road, Suite 100 Las Vegas, Nevada 89113

After Recording Return to: Nevada Housing Division 1830 E. College Parkway, Suite 200 Carson City, Nevada 89706 LINCOLN COUNTY, NV

\$37.00 Rec:\$37.00 2022-162053

03/15/2022 02:10 PM

FIRST AMERICAN TITLE INSURANCE COMPANY 42 AK

OFFICIAL RECORD

AMY ELMER, RECORDER

**DECLARATION OF RESTRICTIVE COVENANTS** 

### 2020 HOME INVESTMENT PARTNERSHIPS PROGRAM LOAN AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This 2020 HOME Investment Partnerships Program Loan Agreement and Declaration of Restrictive Covenants ("Agreement"), dated as of (DATE), is by and between the NEVADA HOUSING DIVISION ("Division"), a division of the Nevada Department of Business and Industry, and MINNIE ST. 2020 LLC, a Nevada limited liability company ("Owner").

WHEREAS, the Division, has entered into a Grant Agreement with the United States Department of Housing and Urban Development ("HUD"), for participation in the HOME Investment Partnerships Program ("HOME Program") pursuant to 24 CFR Part 92 as amended; which was awarded Sept. 18, 2020 and

WHEREAS, the Division, as the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the HOME Program; and

WHEREAS, the Division desires to assist the Owner's property, Caliente Renaissance Apartments, a senior residence that is located at 150 Minnie Street, Caliente, Nevada 89008 ("Project"), by providing HOME Program funds ("Funds") to assist with the acquisition and rehabilitation of thirty (30) units of affordable housing ("Exhibit A"). These units will be reserved for low-income households certified eligible as State HOME Program recipients.

NOW, THEREFORE, Owner hereby declares that the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, improved and sold subject to the rules, regulations and requirements of the HOME Program, as amended and in force and effect from time to time, and the regulations promulgated pursuant thereto in 24 CFR Part 92, including, but not limited to, those set out herein below, and applicable to the Division's HOME program guidelines. In consideration of the foregoing, Funds will be loaned to Owner by the Division subject to the following conditions and limitations:

#### I. Scope of Services.

- A. The Division will loan \$400,000.00 in Funds to the Owner at an interest rate equal to 1% simple interest. Principal and interest payments shall be payable in annual installments as set forth in Exhibit D and start on March 1, 2023, and continue thereafter until the Maturity Date. Notwithstanding the above, the loan shall have a maturity date of December 31, 2052 ("Maturity Date").
- B. The Project shall be completed on or before December 31, 2023, unless otherwise specified, in writing, by the Division. The Project's Period of Affordability is thirty (30) years from the date of Project Completion, as set forth by the Division as outlined in 24 CFR §92.2. Project Completion requires that construction be complete, all HOME funds to have been disbursed by the Division and drawn from the US Treasury,

and required completion data entered in HUD's Integrated Disbursement and Information System ("IDIS"). Upon entering all required information in IDIS, the Division will notify Owner of the actual date of Project Completion and the exact date of the expiration of the HOME Affordability Period, which shall be calculated based on the date of Project Completion. If necessary, Owner shall execute an amendment to this Agreement identifying the exact date of expiration of the HOME Period of Affordability. The Project must serve low-income households as set forth herein, during the entire Period of Affordability. The Funds will be used for eligible costs for acquisition and new construction of the Project as described in Exhibit "B" attached hereto and incorporated herein.

- C. Notwithstanding any provision of this Agreement, the Owner hereto agrees and acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the Division of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The Owner further agrees that the provision of any funds to the Project is conditioned on the Division's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Violation of this provision may result in the denial of any funds under this Agreement. Upon receipt from HUD of authority to use the Funds, Division Administrator, or his assignee, will provide Owner with a writtence to Proceed.
- D. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement, and approved by both Parties. Any such changes must not jeopardize HOME funding.
- E. Funds provided pursuant to this Agreement may only be used to pay for acquisition costs, eligible soft, predevelopment costs and construction costs that are incurred by Owner. Any Project costs which exceed the \$400,000 loaned pursuant to this Agreement are the responsibility of Owner. Owner hereby agrees to pay maintenance and operating costs for the Project.
- F. This Agreement shall be deemed and shall constitute a covenant running with the land for the benefit of the Division and its successors and assigns and shall pass to and be binding upon all heirs, successors and assigns in title to the Property, or if the Property shall not include title to land, but shall include a leasehold interest in land, this Declaration shall bind the leasehold interest as well as the Property and shall pass to and be binding upon all heirs, successors and assigns to such interests. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof or any interest therein (excepting only leases of units in the Project) shall conclusively be held to have been executed, delivered, and accepted subject to this Declaration, regardless of whether any or all of such covenants contained herein are set forth in such contract, deed or other instrument. If a portion or portions of the Property, or interest or interests in the Property are conveyed, all such covenants contained herein shall run to each portion of or interest in the Property.

- II. Division General Conditions. Owner agrees to abide by all conditions fully set forth below.
- A. The Owner has agreed that two (2) units will be designated as HOME assisted units. The HOME assisted units will consist of two (2) two-bedroom units. All two (2) HOME units will house households at or below 50% of area median income ("AMI") (as set forth in Exhibit "C"). If the HOME assisted units receive Federal or State project-based rental subsidies, the tenants' contribution towards rent may not exceed 30% of the tenants' adjusted gross income. The maximum rent (tenant contribution plus the project-based rental subsidy) may not exceed the rent allowed by the Federal or State project-based rental subsidy program, 24 CFR § 92.252(b)(2). Should the subsidy be terminated, the rent (including the utility allowance) for the HOME assisted units cannot exceed HUD's Low HOME Rent Limits for Lyon County (as set forth in Exhibit C1). Should the tenants' income increase and exceed 50% AMI but remain less than 80% AMI, a new, low-income HOME-Assisted Unit must be designated. Owner shall comply with all applicable rental requirements outlined in 24 CFR Part 92, Subpart F.
- B. Owner has requested the financial support of the Division that is provided for in this Agreement to enable Owner to provide affordable housing services. The Division shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Owner shall be an independent contractor only.
- C. Owner shall obtain any and all federal, state, and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Owner further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws per 24 CFR §§92.251 and 92.355 for the duration of the period of affordability.
- D. Owner will provide the Division the unit numbers of each of the two units initially designated as HOME assisted units no later than at the time of the final draw of Funds. In addition, Owner will provide the Division with client usage records on an annual basis during the period of this Agreement. Owner shall provide, additional records containing, but not limited to, the following data:
  - 1. Total clients served;
  - 2. Racial breakdown of clients served including Black or African American, White, American Indian or Alaskan Native, Asian, and Native Hawaiian or other Pacific Islander, and other combinations;
  - 3. Ethnic breakdown of Hispanic or not Hispanic;
  - 4. Number and percentage of Low and Very Low-Income clients as defined by HUD HOME Program Income Guidelines;
  - 5. Number of disabled clients served;
  - 6. Number of senior citizens served;
  - 7. Number of female head-of-households served;

- 8. Name of each head of household served;
- 9. Number of persons in each household served; and
- 10. Annual report on rents and occupancy of HOME units.
- E. Owner will not lease any portion of the HOME assisted units to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR Part 92), without prior written approval from the Division. Any lessee, sublessee, or assignee of the HOME assisted units must meet HOME Program requirements and serve eligible low-income residents.
- F. If the HOME assisted units, or any portion thereof, are subleased without the prior written approval of the Division, or through foreclosure, sale, or other circumstances or Owner loses legal possession of the Property, the outstanding balance of the Loan shall be immediately due and payable. The Division shall require reasonable assurances of security for such repayments in the form of a deed of trust for such Property pursuant to 24 CFR §92.252, and which Owner shall execute as part of this Agreement. If Owner chooses to sell, transfer or otherwise convey the subject property, the term of affordability will remain with the HOME assisted units pursuant to deed restrictions placed on the project.
- G. Owner may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the Division, result in the forfeiture of all financial support provided herein.
- H. Owner shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project.
- I. Owner shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits and on-site monitoring of the Project as the Division deems necessary in order to determine:
  - 1. Whether the objectives of the Project are being achieved;
  - 2. Whether the Project is being conducted in an efficient and effective manner;
  - 3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
  - 4. Whether the financial operations of the Project are being conducted properly;
  - 5. Whether the periodic reports to the Division contain accurate and reliable information; and
  - 6. Whether all of the activities of the Project are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by the Division to the Project shall be announced to Owner in advance of those visits and shall occur during normal operating hours. The representatives of the Division may request, and, if such a request is made, shall be granted, access to all of the records of Owner that relate to the Project. The representatives of the Division may, from time to time, interview recipients of the housing services of the Project who volunteer to be interviewed.

- J. At any time during normal business hours Owner's records with respect to the Project shall be made available for audit, examination and review by the Division, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.
- K. Owner will protect, defend, indemnify, and save and hold harmless the Division, its employees, contractors, and agents, from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Owner's obligation to protect, defend, indemnify, and save and hold harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the Division in the defense or handling of said suits, demands, judgments, liens and claims and all reasonable attorneys' fees and investigation expenses incurred by the Division in enforcing or obtaining compliance with the provisions of this Agreement.
- L. Owner will not use any Funds or resources which are supplied by the Division in litigation against any person, natural or otherwise, or in its own defense in any such litigation, and agrees to notify the Division of any legal action which is filed by or against it.
- M. This Agreement will commence upon its approval and signature by all parties, and the Funds allocated pursuant to it will be expended in accordance with Article I of this Agreement. The term of affordability shall be governed according to the terms and conditions set forth in Paragraph B of Article I of this Agreement.
- N. In the event Owner and/or the Division anticipate that the total amount of Funds allocated by this Agreement will not be expended in the time and manner prescribed in this Agreement, the Division reserves the right to extract that portion for other projects/programs operated under the Division's HOME Program.
- O. Owner agrees that no officer or employee of Owner may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
- P. Owner agrees that no officer or employee of Owner may use his or her position to secure or grant any unwarranted or improper privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.
- Q. Owner agrees that no officer or employee of Owner may participate as an agent of Owner in the negotiation or execution of any contract between Owner and any private business in which he or she has a financial interest.
  - R. Owner agrees that no officer or employee of Owner may suppress any report

or other document because it might tend to affect unfavorably his or her private financial interests.

- S. Owner shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.
- T. Owner shall be bound by all county ordinances and state and federal laws, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the Division, or any combination thereof.
- U. Any uncorrected material breach of this section may, at the discretion of the Division, result in forfeiture of all HOME Program funds received by Owner.
- V. Owner acknowledges that the Property will be encumbered by one or more deeds of trust that will be recorded in the Official Records of Lincoln County, Nevada. The Division acknowledges and agrees that its Deed of Trust will be subject and subordinate to any such liens required for the construction and permanent financing of the Project. Other than the recorded deed(s) of trust described above, and regulatory agreements relating thereto and the Declaration of Restrictive Covenants for Low Income Housing Tax Credits, Owner shall not allow Property to be attached in any manner, including any liens or other encumbrances during the Period of Affordability, without the prior written consent of the Division.
- W. Owner shall conduct all contracting and purchases with Funds to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Resolution, the Owner shall adhere to the following requirements:
  - 1. Costs are eligible, reasonable, and necessary.
  - 2. The contractor is not federally debarred.
  - 3. The contractor has the needed capacity and expertise.
  - 4. All records pertinent to these procurements be maintained by the Owner and be available to the Division for review at all times.

#### III. Federal General Conditions.

- A. Owner shall comply with the following laws and directives, as applicable:
- 1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
- 2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations set forth in 24 CFR Parts 51 and 58.
- 3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.
- 4. Section 109 of the Housing and Community Development Act of 1974.

- 5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, as amended and the regulations of HUD with respect thereto, including, without limitation, 24 CFR Parts 1 and 2.
- 6. The Fair Housing Act, as amended.
- 7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations with respect thereto, including, without limitations 24 CFR Part 75.
- 8. Executive Order 11063, as amended.
- 9. The Age Discrimination Act of 1975.
- 10. Section 504 of the Rehabilitation Act of 1973.
- 11. Executive Order 11246, as amended, and the regulations issued pursuant thereto.
- 12. The Fair Labor Standards Act.
- 13. Section 202(a) of the Flood Disaster Protection Act of 1973.
- 14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
- 15. If 12 or more units are assisted hereunder, the Davis-Bacon Act, as amended, if in effect, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974, shall be paid wages at rates which are not less than those that prevail in the locality for similar construction, and said workers shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations, which pertain to labor standards, including the minimum wage law.
- 16. Labor requirements prescribed in 24 CFR §92.354.
- 17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
- 18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Owner from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf

of Project, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Owner:
  - a. not discriminate against any employee or applicant for employment on the basis of religion, and not limit employment or give preference in employment to persons on the basis of religion;
  - b. not discriminate against any person applying for such public services on the basis of religion, and not limit such services or give preference to persons on the basis of religion; and
  - c. not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert any religious influence in the provision of the public services set forth in this Agreement.
- 20. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- B. No officer, employee or agent of the Division shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter
- C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.
- D. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
- E. Owner shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program Grants, except that Owner will not assume the Division's environmental responsibilities described in 24 CFR §92.352, nor the intergovernmental review process described in 24 CFR §92.359.
- F. Owner shall comply with applicable uniform administrative requirements, as described in 24 CFR §92.505.
  - G. Owner shall maintain records in accordance with 24 CFR §92.508.

- H. Owner shall comply with the requirements of Executive Order 11625, 12432, and 12138, which provide for the utilization of minority businesses and women business enterprises in all federally assisted contracts. Owner shall provide the Division, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following data:
  - 1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;
  - 2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and
  - 3. Data on attempts to affirmatively further fair housing.

The Division, in its discretion, may request such other and further information as from time to time required to ensure compliance with the mandates of the above listed Executive Orders.

- I. Program income, not including rents receivable, shall be returned to the Division unless the Division authorizes in writing that all or a specific portion thereof of such program income will be retained by Owner.
- J. Any material breach of the terms of this section, may, in the discretion of the Division, result in forfeiture of all HOME Program funds received by Owner pursuant to this Agreement, or any part thereof.
- K. Owner agrees that the Project will comply with all State and local codes, ordinances and zoning requirements. Owner agrees to comply with 24 CFR §92.251 as it relates to property standards and Uniform Physical Conditions Standards (UPCS) established by HUD pursuant to 24 CFR §5.705, and, if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR Part 39, and local housing code requirements for the duration of this Agreement; and furthermore, Owner agrees to have the Property inspected annually by a qualified housing inspector to ensure such compliance with Uniform Physical Condition Standards.
- L. Owner agrees to undertake an affirmative marketing program in conformance with 24 CFR §92.351(b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program) and as described in the State of Nevada Program Description.
- M. Owner agrees that, for the duration of this Agreement, the Project will be operated in compliance with HOME Program requirements, specifically those contained in 24 CFR §§92.250 through 92.258, inclusive, which includes §92.257 regarding use of Funds by religious organizations.
- N. All leases with tenants living in HOME assisted units shall be made for not less than one year, unless a shorter term is mutually agreed upon between Owner and tenant.

All such leases must comply with the requirements set forth in 24 CFR §92.253. A sample lease must be provided to the Division to ensure compliance with 24 CFR §92.253, prior to any HOME unit being leased to an eligible household.

- O. Owner agrees to allow the Division to inspect the property to ensure that the HOME assisted units meet HUD's Housing Quality Standards, or the standards that are in effect at the time of funding.
- P. Owner agrees to recertify tenant HOME Program eligibility at least annually as required by HUD regulations.
- Q. Owner agrees that maximum rents charged shall not exceed those calculated by the Division per HOME Program regulations, and that Owner will supply tenants with written notice at least 45 days before implementing any rent increase. Any such rent increase applicable to a HOME assisted unit pursuant to this Agreement must be approved in writing by the Division prior to notification and implementation.
- R. Owner shall operate the project in compliance with all federal laws and regulations described in 24 CFR §92.350, including specifically, equal opportunity and fair housing, affirmatively marketing procedures and requirements pursuant to 24 CFR §92.351, displacement relocation and acquisition, labor, lead-based paint, and conflict of interest provision prescribed in in 24 CFR §92.356 (f).
- S. Owner certifies by signing this Agreement that Owner nor any of its principals and/or designees are presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 1259, Debarment and Suspension, 28 C.F.R. §67.510, as published at Part VII of the May 26, 1988 Federal Register of every subcontractor receiving any payment in whole or in part from federal funds.
- T. No owner or developer, of a project assisted with Funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee agent, elected or appointed official, or consultant of the owner, developer or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner or developer) may occupy a HOME assisted unit in a project during the required period of affordability specified in §92.252(e) or 92.254(a)(4). This provision does not apply to an employee or agent of the owner or developer of rental housing project who occupies a housing unit as the project manager or maintenance worker.
- U. In the event that the Owner, Developer or Sponsor is a CHDO and is using set-aside funds under 24 CFR §92.300, the project must comply with applicable provisions prescribed in 24 CFR §92.300 and 24 CFR §92.301, in addition the CHDO associated with the project must remain CHDO certified throughout the period of affordability.

#### IV. Financial Management.

- A. Owner agrees to comply with the applicable requirements of the United States Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" codified at 2 CFR Part 200, Subparts A F.
- B. Annually, during the Period of Affordability, Owner shall deliver to the Division a copy of their completed audit report. To the extent applicable, this audit has to comply with the Single Audit Act and 2 CFR Part 200, Subpart F. The Office of Management and Budget requires that grant recipients who expend \$750,000 or more in federal funds during a one year period, complete a Single Audit.
- C. Annually, during the Period of Affordability, Owner or its designee will provide to the Division a CPA audited financial report (including copies of financial statements) of the Project to enable the Division to determine the financial condition (and continued financial viability) of the rental project.
- D. Annually during the Period of Affordability, Owner will provide the Division with information on rents and occupancy of HOME assisted units to demonstrate compliance with §92.252. Since the HOME units are designated as floating the Owner must provide the Division with information regarding unit substitution and filling vacancies so that the project remains in compliance with HOME rental occupancy requirements.
- E. Owner agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the Division.
- F. Owner agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the Division.
- G. Owner agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- H. At the discretion of the Division, an amount not to exceed the lesser of ten percent (10%) or \$10,000 of the Funds allocated under this Agreement will be retained until the Project is completed and the Owner provides the following:
  - 1. Documentation showing that the assisted units meet the UPCS, or, if new construction, that the Project has received an occupancy certificate;
  - 2. A certified statement of Final Development Costs which, at a minimum, reports

- all development costs and expenditures for all federal funds, and the disposition of all of the Funds (from any source);
- 3. For projects involving new construction or rehabilitation, a completed form HUD-2516 "Contract and Subcontract Activity";
- 4. A completed form HUD-40097 "Rental Housing Completion Project Report" or, for owner-occupied projects, form HUD-4096 "Homeownership Project Completion Report";
- 5. Evidence of recording of the fully executed Deed of Trust and Assignment of Deed of Trust securing the Division's interest in the Property;
- 6. Evidence that Owner has provided the "Management Agent" with a copy of the HOME Program regulations and the specific HOME/LIHTF compliance requirements for the Project; and
- 7. Evidence that all contractors and subcontractors have current and valid registration on the System for Award Management (SAM) website.

#### V. Modification or Revocation of Agreement.

- A. The Division will amend or otherwise revise this Agreement, without Owner approval, should such modification be required by HUD or any applicable Federal statutes or regulations.
- B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise not forthcoming, the Division may revoke this Agreement.
- C. In accordance with 24 CFR §85.43, the Division may suspend or terminate this Agreement if Owner fails to comply with any of its terms. Owner must comply with this Agreement throughout the entire period of affordability. In the event that the Project does not meet the affordability requirements throughout the period of affordability, Funds may be recaptured.
- D. This Agreement may be terminated at the convenience of the Division in accordance with 24 CFR §85.44.
- E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.
- F. Any uncorrected material breach of this Agreement may, at the discretion of the Division, result in forfeiture of all HOME Program funds received by Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this \_\_\_\_\_\_ day of March 2022. The undersigned certifies that it will not contract services of any debarred, suspended or ineligible contractors or allow any of its members to contract services of any debarred, suspended or ineligible contractors.

minnie st. 2020 LLC, A Nevada limited liability company

By: Minnie St. 2020 Managing Member, LLC

Its: Managing Member

By American Covenant Senior Housing Foundation, Inc.

Its: Manager

Name: Gerald M. Fritts Its: Executive Director

STATE OF NEVADA-

Montana Ma)ss

**COUNTY OF** 

Flathead

On this May of Mayo , 2021, before me Gerald M. Fritts, Executive Director of American Covenant Senior Housing Foundation, Inc., the manager of Minnie St. 2020 Managing Member, LLC, a Nevada limited liability company, the managing member of minnie st. 2020 LLC, a Nevada limited liability company, personally appeared before me a Notary Public in and for said County and State, and are known to me to be the people described in and who executed the within and foregoing instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said Lincoln County, the day and year first above written.

Notary Public Leglan LageMy commission expires Oct 27,3034

MEGHAN GLAZE, NOTARY PUBLIC

MEGHAN GLAZE
NOTARY PUBLIC for the
STATE OF MONTANA
Residing at Kaiispell, Montana
My Commission Expires
October 27, 2024

#### **NEVADA HOUSING DIVISION**

By: Steve Aichroth, Administrator STEVE AICHROTH, ADMINISTRATOR Nevada Housing Division

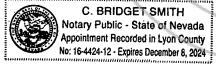
STATE OF NEVADA ) ss. **CARSON CITY** 

On this 10 day of March, 2022, before me Steve Aichroth personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Carson City, the day and year first above written.

My commission expires 12/8/2024

C. BRIDGET SMITH

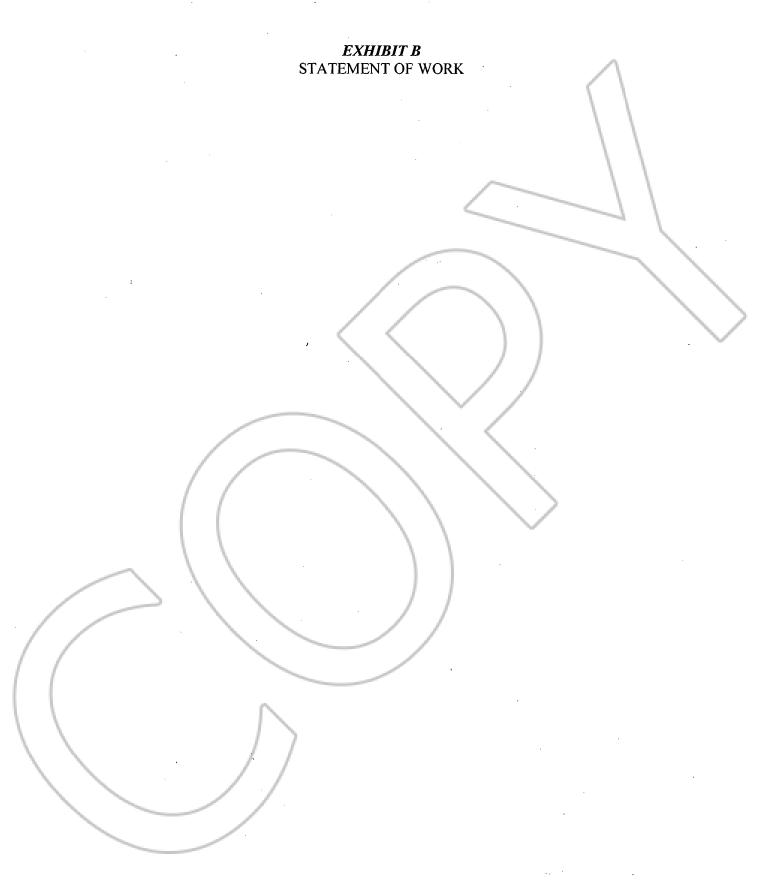


### **EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY

**REAL PROPERTY** 

(APN #003-053-03)

LOTS TWO (2) AND THREE (3) IN BLOCK FORTY-SIX (46) OF THE NORTH SIDE ADDITION TOWN OF CALIENTE AS SHOWN BY MAP THEREOF RECORDED OCTOBER 08, 1940, AS FILE NO. 15661 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.



Minnie 2020

EXHIBIT B

Caliente, NV

#### Scope of Work 4/20/2020

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3.1. All Living Units	4
3.1.1. See Drawing "Typical Unit"	4
3.1.2. Appliances	4
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3.1.7. Upgrade Bathroom	b
3.1.7. Upgrade Bathroom	rinea.
3.1.7.2. Replace Sink/Mirror	6
3.1.7.3. Install Continuous Flow Bathroom Fan (in lieu of ceiling fan)	6
3.1.7.4. Install Grab Bars (in ADA)	6
3.1.7.5. Install Water sense toilet	6
3.1.8. Install energy efficient Heating/ Cooling	6
3.1.9. 6	_
3.1.9.1. Install mini split Heat Pump	
3.1.9. Install energy efficient water heater	
3.1.10. Install Energy efficient Windows	
3.1.11. Upgrade Kitchen	6

3.1.12.	Insulation	7
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3.1.14.	Create Internet broadband for all units	
3.2. ADA	Living units	7
3.3. 7	~ \ \	
3.3.1.	See Drawing "ADA Unit" (to be done by Sikes)	7
3.3.2.	Modify Bathroom for ADA compliance	7
3.3.3.	Create ADA accessible path to units with ramps and railings as required by code.	7.
3.3.4.	Flooring shall be resilient tile. No carpet	7
3.3. Com	nmunity Center	8
3.3.1.	See Drawing "Community Center"	8
3.3.2.	Create Community Meeting Space minimum 500 sq ft	8
3.3.3.	Create Shared Computer Room (two stations)	8
3.3.4.	Create Library with Books	8
3.3.5.	Community Bathroom shall be ADA compliant	8
3.3.6.	Modify Access path/ramp to be ADA compliant	8
3.3.7.	Laundry Facility with front load washer & dryer	8
3.4. Lane	dscaping/Grounds	8
3.4.1.	See Drawing "Landscaping"	8
3.4.2.	At least 75% of the property shall be Xeriscaped	8
3.4.3.	Create a shared picnic area with new picnic table	8
3.4.4.	Exterior lighting on pathways -dusk to dawn	8
3.4.5.	Create 2 sport courts	8
3.4.6.	Install Covered Parking (one per living unit)	8
3.4.7.	8	
3.4.7.	Install Security Camera System	8
3.4.8.	Fencing	8
3.4.9.	8	
3.5. Inst	all Solar PV system	9

#### 2. General Documents

The Scope of Work shall include all items specified in the following Governing Documents:

#### 2.1. LIHTC Application to Nevada Housing of 2020

#### 2.1.1. Set Asides

30 Structured Parking stalls, 30 total stalls (existing 46 total, 29 covered, incl. 1 ADA covered, 1 ADA uncovered)

2 ADA Units (type A wheelchair Accessible Units) One covered

#### 2.1.2. Smart Design

(13.3.9) Low VOC products

Low VOC flooring Low VOC adhesives Low Urea particle board

14.3.9 Watersense toilets

#### 2.1.3. Amenities Tab

(In2) 3 Picnic areas – each with barbecue units, one 6' picnic table with benches on concrete slab of no less than 200 sq ft.

(In6) min 500 sq ft community room (existing 602sqft)

Computer Room of 100 sq ft. (one station) – additional separate/partitioned space (103)

Exterior LED Lighting with dusk to dawn control covering walking paths and entrances.

Library with books 100 sq ft. - owner responsible for books and shelving

Two (2) Recreation area sport courts (horseshoe + playground)

Business Center with fax and copier (integrated with Computer room) - owner responsible for fax and copier, copy machine

Covered Parking (29 covered stalls, of which 1 of which ADA), existing verified compliant by architect. Has been approved by building inspector Dixon.

Free Wireless Internet all units - owner responsibility

Ceiling Fans (owner open to proposed option to replace with other technical solution such as continuous flow bathroom fan, subject to approval by Energy Constultant)

Smoke free Housing (signage required provided by owner, include in lease)

Community Garden 500 sq ft.

Grab Bars in all ADA baths/showers.

2.2. CNA (Needs Analysis) by Gill Group as Approved by USDA Included in Contruction Contract by reference. Copy has been provided.

## 2.3. Technical Specification Energy Star requirements to be met.

#### 2.4. HERS /Energy Analysis

Study from NV State Energy Consultant to be conducted upon tax credit approval and all requirements stated therin are incorporated by reference. This involves but is not limited to pressure test, technical standard review. Energy specifications incorporated in specifications Division 00

#### 3. Work Areas

#### 3.1. All Living Units

- 3.1.1. See Drawing "Typical Unit" equipment included is
  - 1. New cook top
  - 2. New Refrigerator
  - 3. Kitchen Exhaust
  - 4. Dishwasher
  - 5. New Air Conditioning
  - 6. Lighting/fans in bathrooms to be occupancy sensor controlled

#### 3.1.2. Appliances

Appliances with be Energy Star certified per Energy Star requirements and Enterprise Green Communities standards.

#### 3.1.3.

#### 3.1.4. Electrical

LED Lighting shall be installed (new fixtures)
Electrical Outlets will all be upgraded to NEC code and appropriate GFCI installed.
Smoke/CO Alarm hardwired

Lighting: All interior light bulbs shall be replaced with LED for higher energy efficiency. New energy efficient pole lights shall be compliant with "Night Sky" requirements.

#### 3.1.5. Walls

All interior walls will be refurbished and painted. Non-VOC paint.

Painting: All living units and common areas shall be repainted. All paint shall be of low VOC materials.

Windows shall have new mini-blinds on sliding doors and windows.

#### 3.1.6. Siding

Existing exterior must be replaced.

3.1.7. Balconies – existing wood railings to be replaced with metal railings.

#### 3.1.8. Flooring

Will be refurbished and carpet replaced with luxury vinyl tile plank flooring.

All new flooring shall be of low VOC materials.

#### 3.1.9. Upgrade Bathroom

- 3.1.9.1. Existing tub shall be retained.
- 3.1.9.2. Replace Sink/Mirror
- 3.1.9.3. Install Continuous Flow Bathroom Fan (in lieu of ceiling fan, requires NV Housing approval)
- 3.1.9.4. Install Grab Bars (in ADA)
- 3.1.9.5. Install Water sense toilet

#### 3.1.10. Install energy efficient Heating/ Cooling

Energy efficiency will be improved very significantly. Major components of this improvement will result from upgrading the furnace and improving insulation levels, new windows, new siding, and installation of energy efficient appliances and lighting. The project will achiev efficiency 20%-25% better than the IECC requirements and a 10%-15% improvement over national IECC standards. Solar PV shall be added. Architectural Technical Specifications include the Mandatory project energy efficiency and indoor air quality sq

#### 3.1.11. Energy Efficiency

Contractor is required to provide completed Energy Efficiency forms for submission to Energy Consultant. All required product approvals must be obtained prior to installation.

- 3.1.11.1.Install Energy Star Heating and Cooling
- 3.1.12. Install energy efficient water heater Energy efficient Energy Star rated unit.
- 3.1.13. Install Energy efficient Windows Glazing shall be low E

#### 3.1.14. Upgrade Kitchen

**Remove and Replace Cabinets** 

All units shall receive new pre-finished cabinets and plastic laminate countertops. In all designated ADA units, the kitchen and bathroom be replaced with configurations that meet ADA standards. All components shall be fabricated using low VOC materials.

Remove and Replace Cabinets and Countertops Replace Appliances New Sink

#### 3.1.15. Insulation

Wall insulation must be R-4.
Insulation to meet or exceed IEEE standard

3.1.16.

#### 3.1.17. Roofing

Existing Roofing was replaced oct 2019. No changes anticipated other than mechanical required modifications (e.g. venting).

3.1.18. Create Internet broadband for all units (by owner)

#### 3.2. ADA Living units

A total of 2 units shall be made to meet ADA handicap standards.

3.3.

- 3.3.1. See Drawing "Accessable Unit" (as described in construction documents)
- 3.3.2. Modify Bathroom for ADA compliance
- 3.3.3. Create ADA accessible path to units with clear width, ramps, railings and signage as required by code.
- 3.3.4. Flooring shall be resilient flooring. No carpet

- 3.4. Community Center
- 3.4.1. See Drawing "Community Center"
- 3.4.2. Create Community Meeting Space minimum 500 sq ft.
- 3.4.3. Create Shared Computer Room (two stations, electronics by Owner)
- 3.4.4. Create Library with Books (books by Owner)
- 3.4.5. Community Toilett room shall be ADA compliant
- 3.4.6. Modify Access path/ramp to be ADA compliant
- 3.4.7. Laundry Facility with 1 new front load washer & dryer, existing remain in place.
- 3.4.8. 1 entry must be with Automatic opening door (door #21)
- 3.5. Landscaping/Grounds
- 3.5.1. See Drawing "Landscaping"
- 3.5.2. At least 75% of the property shall be Xeriscaped
- 3.5.3. Create a 3 shared picnic areas each with new picnic table/bench, grill, 200 sqft pad.
- 3.5.4. Exterior lighting on pathways -dusk to dawn
- 3.5.5. Create 2 sport courts
- 3.5.6. Install Covered Parking (one per living unit)

Parking is currently sufficient in quantity. The parking area is currently paved with asphalt and shall receive a total surface remediation are striped to meet ADA requirements. 1 Covered ADA and 1 additional ADA uncovered are to be created.

3.5.7.

3.5.8. Install Security Camera System (by Owner)

3.5.9. Fencing

Around Dog park.

3.5.10.

#### 3.6. Install Solar PV system

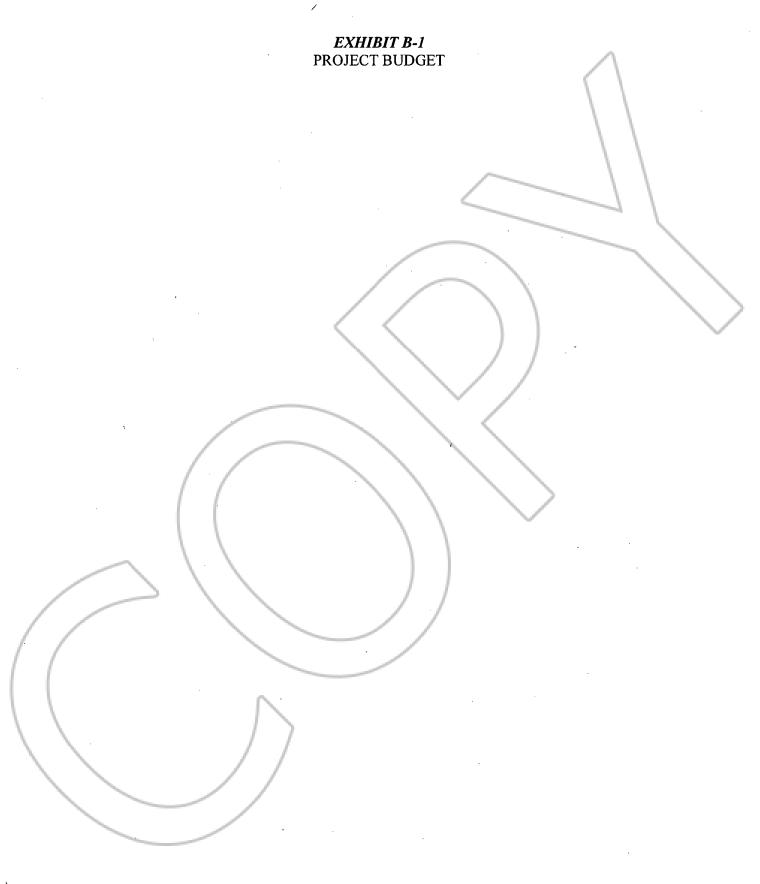
We will design the system to supply as much energy as is used in the common area. Install on top of covered parking or on community center as determined by solar contractor.

Reviewed and Acknowledged,

Michael Sikes Architect

Tundra Construction

Minnie St. 2020 LLC



# EXHIBIT BI

			Funded at closing to BMF acct	GAP loan payoff shown below	SOURCES 1395000		Minimum of 2% of Contract						.50% of UPB 12-31	100000000000000000000000000000000000000	2% of 538 Loan Amt 2% of TDC			1% of GAP loan Amount									53,705.00									89340		USES	A	Item No.	Borrower: Project:
Shortage	TOTAL SOURCES	Operations  Deferred Developer Fee	Oakleaf loan HOME loan	1st installment/1st funding 2nd Installment/1st funding 2nd Installment/2nd funding	538 Loan GAP ioan	TOTAL USES	Contingency construction	Construction Contract #1	Hard Costs:	SUBTOTAL	Lender App fee	Origination Fee Draw Fee	Annual Guarantee Fee	Replacement Reserve Escrow	O & M Reserve Escrow  Conversion Reserve NA 90/90	Inspection/Date Down Fees	Construction Loan Interest	Developer Fee	Perm loan App Fee	Perm Loan Fees From DC	Insurance during Con - Flood	Rent Up Reserve	Relocation	Organization Costs Borrower Legal	Syndication Fee	Project Accounting	TCAC Building Inspection Fees	TCAC App Fees	Title Fees includes RPD inspect/10	P&P Bond/LOC	PNA Cost Certification	Building Permit/Fees	Market Study	Radon During Con Appraisal	Environmental and Soils	Architectural Design/Supervision	Land/Building Cost	Soft Costs:	В	Item Description	Minnie Street Minnie Street Apts
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150 Minnie St, Caliente NV

Development and Completion Schedule

# ExHibit Ba

Percent Completion (EOM)	Evelin	Month	
10%	Work Begin	Mar 10 2022	
32%	7 <b>2</b> 4	Apr	
41%	2	May Draw 3	
53%		Jun Draw 4	
66%		Jul Draw 5	
76%		Aug Draw 6	
90%	• 88	Sep Subst Compl	
95%	?	Oct Draw 8	
100%		Nov Retainage	

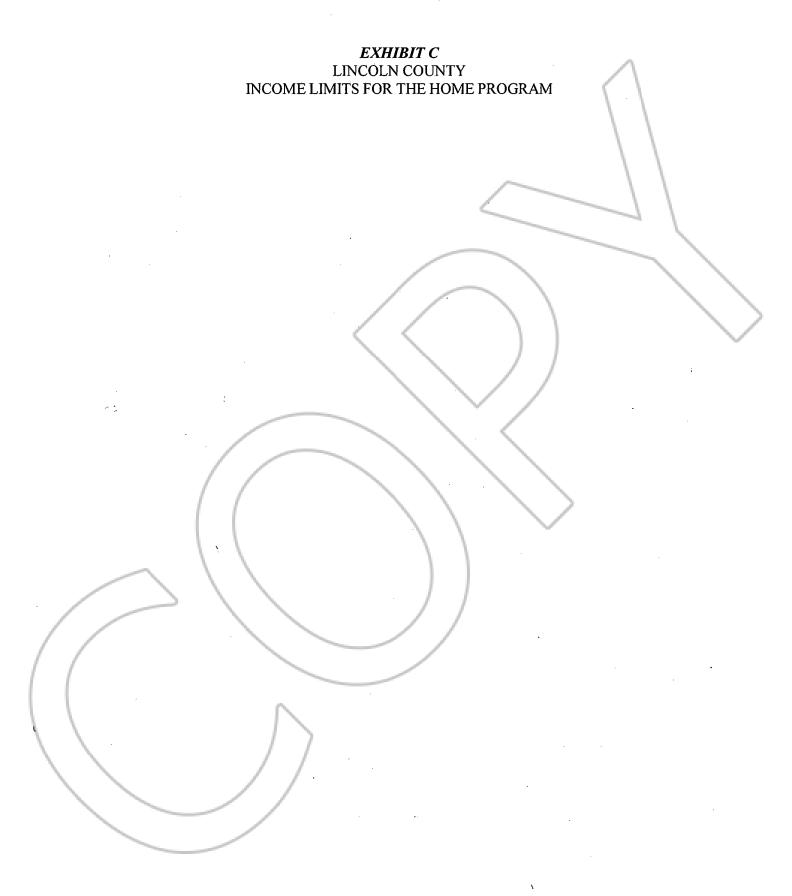
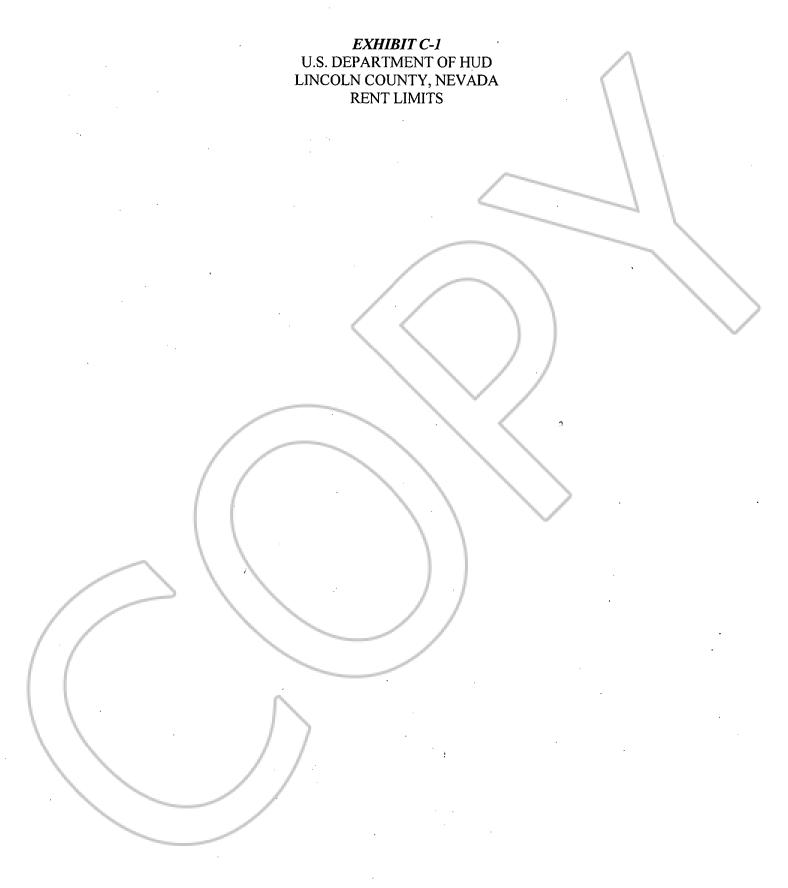


EXHIBIT (

INCOME LIMITS

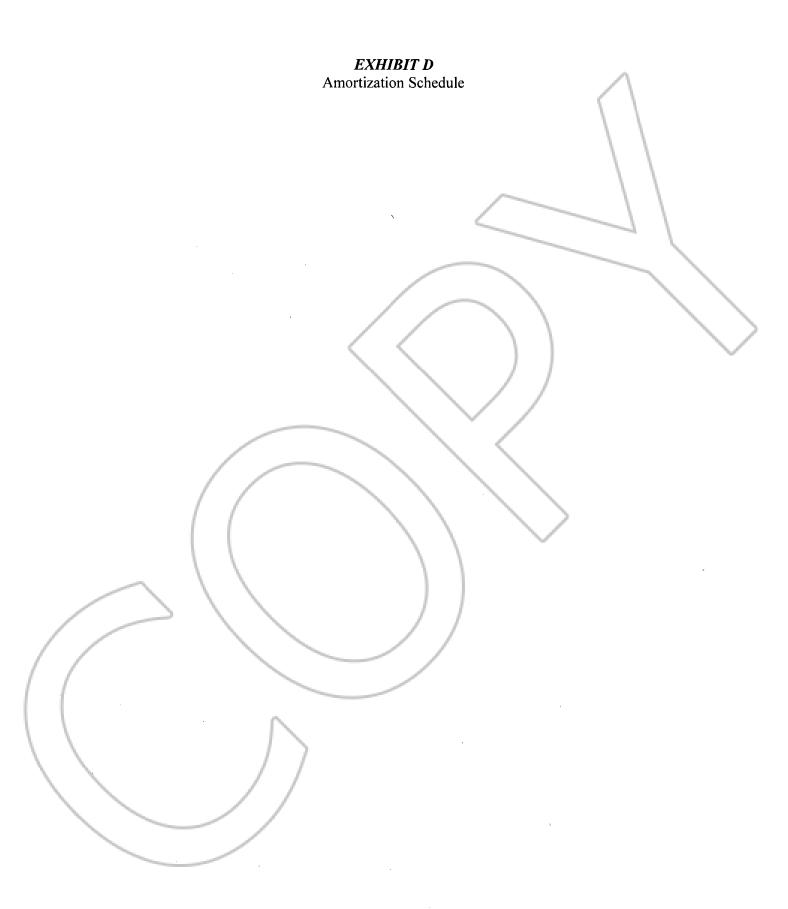
			when comments, we	Nice County NV					Mineral County, NV				Lyon County, NV					Lincoln County, NV					•	Lander County, NV				Humboldt County, NV			\	title course of a second	Fireka County, NV		STATE: NEVADA	U.S. DEPARTMENT OF HUD
LOW INCOME	60% LIMITS	VERY LOW INCOME	30% LIMITS		LOW INCOME	60% LIMITS	VERY LOW INCOME	30% LIMITS		LOW INCOME	60% LIMITS		30% LIMITS		LOW INCOME	60% LIMITS	VERY LOW INCOME	30% LIMITS		LOW INCOME	60% LIMITS	VERY LOW INCOME	30% LIMITS		LOW INCOME			30% LIMITS		60% LIMITS		30% LIMITS	/	PROGRAM	\	``
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STATE: NEVADA	U.S. DEPARTMENT
	OF HUD

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	50% RENT LIMIT	FOR INFORMATION ONLY:	HIGH HOME RENT LIMIT		50% RENT LIMIT	FAIR MARKET RENT	HIGH HOME RENT LIMIT	LOW HOME RENT LIMIT	65% RENT LIMIT	50% RENT LIMIT	FOR INFORMACION ONLY:		LOW HOME RENT LIMIT	/	65% RENT LIMIT	50% RENT LIMIT	FAIR MARKET RENT	For Information Only:	LOW HOME RENT LIMIT			RENT	50% RENT LIMIT	For Information Only:	HIGH HOME RENT LIMIT	LOW HOME RENT LIMIT		RENT	50% RENT LIMIT	For Information Only:	HIGH HOME RENT LIMIT	LOW HOME RENT LIMIT	/	PROGRAM	
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For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.





## **Enter Values**

	Secretary of	Number of payments per year	Loan period in years 30	9	Loan amount	
\$0.00	3/1/2022	1	30	1.00%	\$400,000.00	

# Loan Summary

Total early payments \$0.00  Total interest \$64,977.36	Actual number of payments 30	Scheduled number of payments 30	Scheduled payment \$15,499.25	
\$0.00 \$64,977.36	30	30	\$15,499.25	

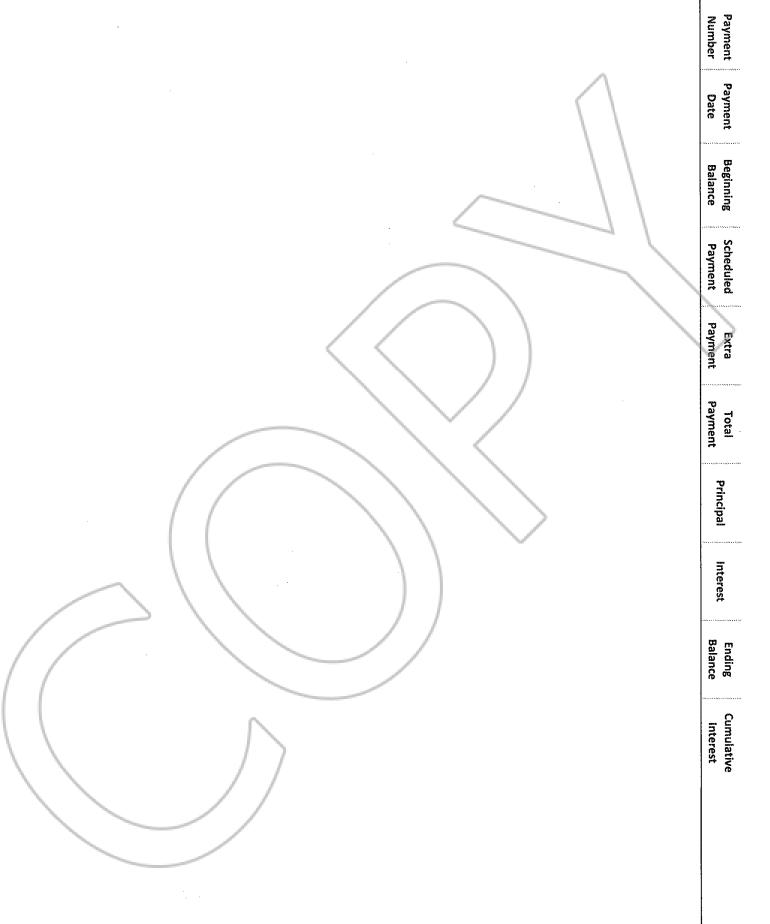
Lender name

NHD - HOME Loan For Caliente Apartments

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5.65	\$62,705.65	\$75,224.52	\$898.26	\$14,600.99	\$15,499.25	\$0.00	\$15,499.25	\$89,825.51	12/31/2047	25
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1.58	\$60,764.58	\$104,281.94	\$1,185.95	\$14,313.29	\$15,499.25	\$0.00	\$15,499.25	\$118,595.23	12/31/2045	23
3.63	\$59,578.63	\$118,595.23	\$1,327.67	\$14,171.58	\$15,499.25	\$0.00	\$15,499.25	\$132,766.81	12/31/2044	22
).96	\$58,250.96	\$132,766.81	\$1,467.98	\$14,031.26	\$15,499.25	\$0.00	\$15,499.25	\$146,798.07	12/31/2043	21
98	\$56,782.98	\$146,798.07	\$1,606.90	\$13,892.34	\$15,499.25	\$0.00	\$15,499.25	\$160,690.41	12/31/2042	20
5.07	\$55,176.07	\$160,690.41	\$1,744.45	\$13,754.79	\$15,499.25	\$0.00	\$15,499.25	\$174,445.21	12/31/2041	19
.62	\$53,431.62	\$174,445.21	\$1,880.64	\$13,618.61	\$15,499.25	\$0.00	\$15,499.25	\$188,063.81	12/31/2040	
).98	\$51,550	\$188,063.81	\$2,015.48	\$13,483.77	\$15,499.25	\$0.00	\$15,499.25	\$201,547.58	12/31/2039	17
.51	\$49,535.51	\$201,547.58	\$2,148.98	\$13,350.27	\$15,499.25	\$0.00	\$15,499.25	\$214,897.85	12/31/2038	16
5.53	\$47,386.53	\$214,897.85	\$2,281.16	\$13,218.09	\$15,499.25	\$0.00	\$15,499.25	\$228,115.94	12/31/2037	15
3.37	\$45,105.37	\$228,115.94	\$2,412.03	\$13,087.21	\$15,499.25	\$0.00	\$15,499.25	\$241,203.15	12/31/2036	14
3.34	\$42,693.34	\$241,203.15	\$2,541.61	\$12,957.64	\$15,499.25	\$0.00	\$15,499.25	\$254,160.79	12/31/2035	
.73	\$40,151.73	\$254,160.79	\$2,669.90	\$12,829.34	\$15,499.25	\$0.00	\$15,499.25	\$266,990.13	12/31/2034	12
.83	\$37,481.83	\$266,990.13	\$2,796.92	\$12,702.32	\$15,499.25	\$0.00	\$15,499.25	\$279,692.45	12/31/2033	11
1.90	\$34,684.90	\$279,692.45	\$2,922.69	\$12,576.56	\$15,499.25	\$0.00	\$15,499.25	\$292,269.01	12/31/2032	10
21	\$31,762.2	\$292,269.01	\$3,047.21	\$12,452.03	\$15,499.25	\$0.00	\$15,499.25	\$304,721.04	12/31/2031	9
.00	\$28,715.00	\$304,721.04	\$3,170.50	\$12,328.75	\$15,499.25	\$0.00	\$15,499.25	\$317,049.79	12/31/2030	œ
.51	\$25,544.51	\$317,049.79	\$3,292.56	\$12,206.68	\$15,499.25	\$0.00	\$15,499.25	\$329,256.47	12/31/2029	7
.94	\$22,251.94	\$329,256.47	\$3,413.42	\$12,085.82	\$15,499.25	\$0.00	\$15,499.25	\$341,342.29	12/31/2028	6
.52	\$18,838.52	\$341,342.29	\$3,533.08	\$11,966.16	\$15,499.25	\$0.00	\$15,499.25	\$353,308.45	12/31/2027	5
.43	\$15,305.43	\$353,308.45	\$3,651.56	\$11,847.68	\$15,499.25	\$0.00	\$15,499.25	\$365,156.14	12/31/2026	4
.87	\$11,653.87	\$365,156.14	\$3,768.87	\$11,730.38	\$15,499.25	\$0.00	\$15,499.25	\$376,886.52	12/31/2025	ω
.01	\$7,885.01	\$376,886.52	\$3,885.01	\$11,614.24	\$15,499.25	\$0.00	\$15,499.25	\$388,500.75	12/31/2024	2
.00	\$4,000.00	\$388,500.75	\$4,000.00	\$11,499.25	\$15,499.25	\$0.00	\$15,499.25	\$400,000.00	12/31/2023	1
ative est	Cumulative Interest	Ending Balance	interest	Principal	Total Payment	Extra Payment	Scheduled Payment	Beginning Balance	Payment Date	Payment Number
				4	1					

Payment Number 26	Payment Date 12/31/2048	Beginning Balance \$75,224.52	Scheduled Payment \$15,499.25	Extra Payment \$0.00	8 2 7	Total Int Payment .00 \$15,499.25	Total Payment \$15,499.25	Total Principal Payment \$15,499.25 \$14,747.00
	12/31/2048	\$75,224.52	\$15,499.25	\$0.00		44	44	\$15,499.25
27	12/31/2049	\$60,477.52	\$15,499.25	\$0.00	: '		\$15,499.25	\$15,499.25 \$14,894.47
28	12/31/2050	\$45,583.05	\$15,499.25	\$0.00			\$15,499.25	\$15,499.25 \$15,043.41
29	12/31/2051	\$30,539.64	\$15,499.25	\$0.00				\$15,499.75 \$15,193.85
30	12/31/2052	\$15 3 <b>4</b> 5 79	\$15,499,25				\$15,499.25	0 + C, 1 C C . P C





Payment Number
Payment Date
Beginning Balance
Scheduled Payment
Extra Payment
Total Payment
Principal
Interest
Ending Balance
Cumulative Interest

Payment Payment Number Date Beginning Balance Scheduled Payment Extra Payment Total Payment Principal Interest Ending Balance Cumulative Interest

