COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145703
PAGE 1 OF 31
DATE: 8/19/2025

SUBJECT: **CONSIDERATION OF ADDENDUM A TO DECLARATION - CONSENT AND SUBORDINATION OF LIENHOLDER FOR TOBIAS PLACE, LP**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested the Commissioners Court consider Addendum A to Declaration - Consent and Subordination of Lienholder related to ARPA funding previously awarded by the Court for the Tobias Place project.

BACKGROUND

On February 28, 2023, the Commissioners Court, through Court Order #140353, approved the award of $2,000,000.00 in American Rescue Plan Act funding for the Tobias Place, LP affordable housing project. The project has been completed and, as part of the affordability requirements of the Texas Department of Housing and Community Affairs Low Income Housing Tax Credits program, the developer must obtain executed addendums from each entity who financed a portion of the project.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

SUBMITTED BY	Budget and Risk Management	PREPARED BY:	Helen H. Giese
		APPROVED BY:	Helen H. Giese

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

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS/LAND USE RESTRICTION AGREEMENT FOR LOW-INCOME HOUSING TAX CREDITS (this "Declaration"), dated as of **JULY 9, 2025**, is made by and between **TOBIAS PLACE, LP**, **A TEXAS LIMITED PARTNERSHIP** (together with its successors and assigns, the "Development Owner"), and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (together with any successor to its rights, duties and obligations, the "Department"), and is given by Development Owner as an inducement to the Department to allocate tax credits as a condition precedent to the determination that the Development, as defined herein, satisfies the requirements of the State of Texas's Qualified Allocation Plan and the allocation of low-income housing tax credits (the "Tax Credits") by the Department, pursuant to Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated pursuant thereto. This Declaration incorporates the extended low-income housing commitment required by Section 42(h)(6) of the Code and is entered into in accordance with the provisions of Chapter 2306 of the Texas Government Code, (the "Act"), as may be amended from time to time.

WITNESSETH:

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

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

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

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

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

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

WHEREAS, the Development Owner, under this Declaration, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Development shall be and are covenants running with the Development Land for the Term stated herein, are binding upon all subsequent owners and operators of the Development during such

Term, and are not merely personal covenants of the Development Owner.

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

SECTION 1 – DEFINITIONS

(a) Unless the context otherwise requires, and in addition to those terms defined in the recitals set forth above, capitalized terms used in this Declaration shall have the following meanings in this Section 1. Any capitalized terms not specifically mentioned in this Section 1 or any section, addendum or exhibit to this Declaration shall have the meaning as defined in the Department Rules, the Act or the Code, as applicable.

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

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

Board--Means the governing board of the Department.

Compliance Period--Means with respect to any building, the period of fifteen (15) taxable years beginning with the first day of the first taxable year of the Credit Period, pursuant to Section 42(i)(1) of the Code.

Control-- Means the term as defined in the Department's Qualified Allocation Plan.

Cost Certification--Means the cost certification procedures as described in the cost certification section of the Post Award Activities Manual published by the Department from time to time as applicable to the year of award (except where preempted by federal law or regulation), setting forth the documentation required for the Department to perform a feasibility analysis in accordance with Section 42(m)(2)(B) of the Code, as applicable, so that a final credit allocation may be determined.

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

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

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

Fair Housing Sponsor Report--Means the annual report, also referred to as "Housing Sponsor Report", required by the Department as described in Section 2306.0724 of the Act or other report required by State or Federal law or regulation.

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

Low-Income--Means, with respect to any Tenant, an income level not exceeding 50% or 60% of AMGI (or in the case of the Average Income Election, 20%, 30%, 40%, 50%, 60%, 70%, or 80%), as applicable, adjusted for family size, as provided in Section 4 hereof, unless an alternative income level shall be set forth in the "Additional Use Restrictions" attached in this Declaration as Addendum B.

Low-Income Tenant--Means a Tenant who, when the Tenant initially occupied a Unit, had an income qualifying as Low-Income. For so long as the Tenant occupies the particular Unit or another Unit in the same building, the Tenant will remain a Low-Income Tenant if the Tenant's income, upon the most recent income certification, does not exceed 140% of the applicable Low-Income limit (in the case of the Average Income Election, more than 140% of 60% AMI if the Unit's designated income limit is 20%, 30%, 40%, 50% or 60%; or,

more than 140% of the Unit's designated income if the Unit's designated income is 70% or 80%).

Low-Income Unit--A Unit that is occupied by a Low-Income Tenant that is intended or required to be occupied by a Low-Income Tenant.

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

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

(A) Partnerships, Principals include all General Partners, Special Limited Partners and Principals with ownership interest who also possess factors or attributes that give them Control;

(B) Corporations, Principals include any officer authorized by the board of directors, regardless of title, to act on behalf of the corporation, including but not limited to the president, vice president, secretary, treasurer and all other executive officers, and each stock holder having a 50% or more interest in the corporation and any individual Controlling such stock holder;

(C) Limited liability companies, Principals include all managers, managing members, members having a 50% or more interest in the limited liability company, any individual Controlling such members, or any officer authorized to act on behalf of the limited liability company;

(D) Non-profit Corporations or governmental instrumentalities (such as housing authorities), Principals include any officer authorized by the board of directors, regardless of title, to act on behalf of the corporation, including but not limited to the president, vice president, secretary, treasurer, all other executive officers, the Audit committee chair, the Board chair, and anyone identified as the Executive Director or equivalent; and

(E) Trusts, Principals include all beneficiaries that have the legal ability to Control the trust who are not just financial beneficiaries.

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

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

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

State--Means the State of Texas.

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

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

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

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

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

(a) The Development Owner shall, at its own cost and expense, cause this Declaration and all amendments hereto to be recorded and filed in the official real property records of the county in which the Development is located. Upon recording, the Development

Owner shall immediately transmit to the Department a copy of the recorded executed Declaration stamped by the county clerk to show the date of recordation and the volume and page numbers of record where the recorded document may be found. The Development Owner acknowledges and agrees that the Department will not issue the Internal Revenue Service Form(s) 8609, evidencing final allocation of the Tax Credits to the Development, unless and until the Department has received a copy of the recorded, executed Declaration and that in addition to providing a copy of the recorded, executed Declaration, all other requirements attendant to the issuance of Form(s) 8609 must have been fulfilled to the Department's reasonable satisfaction.

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

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

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

The Development Owner hereby represents covenants and warrants as follows:

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

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

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

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

(e) The Development constitutes or will constitute a Qualified Low-Income Housing Project, as defined in Section 42(g) of

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

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

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

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

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

(j) The Development Owner agrees to notify the Department in writing forty-five (45) calendar days prior to any sale, transfer, or exchange of the entire Development or any building therein, and to provide to the Department a fully completed Ownership Transfer Form packet as directed under Section 10.406 of the Uniform Multifamily Rules and the Post Award Activities Manual, so the Department can determine the economic viability of any prospective successor and Development or building and whether such prospective successor is acceptable as Development Owner under the Department Rules. The Development Owner further agrees to notify the Department in writing forty-five calendar days prior to any change in the identity of a General Partner or other Principal of the Development Owner, and to provide to the Department all applicable information as directed under Section 10.406 of the Uniform Multifamily Rules and the Post Award Activities Manual so the Department can determine whether such party is acceptable in such role with the Development Owner under the Department Rules.

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

(l) The Development Owner represents, warrants, and agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Development Owner will use its best efforts to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Declaration. Within thirty (30) days of the casualty loss, in whole or in part, the Development Owner shall provide written notice to the Department of such loss.

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

(n) The Development Owner agrees, warrants, and covenants to comply with all law, ordinances, statutes, codes, orders, rules, regulations, and decrees of the United States, the State and any other Governmental Entity applicable to the Development Owner, including, without limitation, the following: the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq*); the Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259); Equal Employment Opportunity Program (Executive Order 11246, as amended, and its implementing regulations at 41 CFR Part 60); Age Discrimination Act of 1975 (42 U.S.C. §6101 *et seq*.); Equal Credit Opportunity Act (15 U.S.C. §1691 *et seq*.); Fair Credit Reporting Act (15 U.S.C. §1681 *et seq*.); Fair Housing Act (42 U.S.C. §3601 *et seq*.); the Americans with Disabilities Act of 1990, as amended (P.L. 101-336; 42 U.S.C. §12101 *et seq*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Architectural Barriers Act of 1968 (42 U.S.C. §4151 *et seq*.); Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u); Executive Orders 11625, 12432 and 12138, as amended; the Copeland "Anti-Kickback" Act (18 U.S.C. §874 *et seq*.); the Davis-Bacon Act (40 U.S.C. §276a *et seq*.); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (40 U.S.C. §3701 *et seq*.); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4201 *et seq*.); the Housing and Community Development Act of 1974, as amended (42 U.S.C. §5301 *et seq*.); the National Environmental Policy Act (42 U.S.C. §4321 *et seq*.); ("NEPA"); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4821 *et seq*.); Chapters 91 and 92 of the Texas Property Code; Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7); Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act (Chapter 363 of the Texas Health & Safety Code); County Solid Waste Control Act (Chapter 364 of the Texas Health & Safety Code); Texas Clean Air Act (Chapter 382 of the Texas Health & Safety Code); and Hazardous Communication Act (Chapter 502 of the Texas Health & Safety Code); Violence Against Women Act (42 U.S.C. §13925 *et seq).* and such other applicable requirements of Governmental Entities as may be from time to time amended or superseded and all of their implementing regulations, as may be amended.

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

SECTION 4 – INCOME RESTRICTIONS/RENTAL RESTRICTIONS

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

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

(b) During the Compliance Period, in no case will a Unit be treated as a Low-Income Unit if all the Tenants of the Unit are students (as determined under Section 152(f)(2) of the Code); provided, however, that such rule shall not apply to the types of students identified at Section 42(i)(3)(D) of the Code. After the Compliance Period, student status will be monitored in accordance with Department Rules.

(c) The Development will contain a total of **288 UNITS** (including Units occupied by a resident manager or other employee, such that they are not treated as "residential rental units" for purposes of Section 42 of the Code), of which **288 UNITS** treated as residential rental Units will be Low-Income Units. The amount of Tax Credits allocated to the Development is based on the requirement that the Minimum Applicable Fraction for each building in the Development will be as specified, building-by-building, in "Minimum Applicable Fraction by Building" attached hereto as Addendum F. During the Term of this Declaration, Units at the Development shall be leased and rented or made available to members of the general public who qualify as Low-Income Tenants; such that each building in the Development shall at all times satisfy the Minimum Applicable Fraction for such building. The Development Owner's failure to ensure that each building in the Development complies with such requirement will cause the Department to report such fact to the Service and may result in the reduction or recapture by the Service of Tax Credits, as well as other enforcement action by the Service and/or the Department. After the Compliance Period, the Minimum Applicable Fraction will be monitored in accordance with Department Rules.

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

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

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

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

SECTION 5 – TERM OF DECLARATION

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

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

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

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

(c) If this Declaration is terminated pursuant to subsection (b) above and notwithstanding anything herein to the contrary, the Tenant of any Low-Income Unit on the date of such termination shall be entitled to occupy such Unit in accordance with the provisions of this Declaration for a period of three (3) years following such termination date; provided, however, that upon a showing of good cause, such Tenant's tenancy may be terminated or such Tenant evicted.

SECTION 6 – ENFORCEMENT, ADMINISTRATION AND COMPLIANCE

(a) The Development Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code or this Declaration. Moreover, the Development Owner covenants to take any lawful action (including amendment of this Declaration as may be necessary in the sole opinion and at the request of the Department) to comply fully with the Code and with all applicable rules, rulings, policies, procedures, regulations, or other official statements promulgated or proposed by the United States Department of the Treasury, the Service, or the United States Department of Housing and Urban Development, from time to time, pertaining to the Development Owner's obligations under Section 42 of the Code and affecting the Development. Development Owner shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Declaration.

(b) The Development Owner acknowledges that the primary purpose for requiring compliance by the Development Owner with the restrictions provided in this Declaration is to assure compliance of the Development and by the Development Owner with Section

42 of the Code and the Department Rules, AND BY REASON THEREOF, THE DEVELOPMENT OWNER, IN CONSIDERATION FOR RECEIVING THE TAX CREDITS FOR THIS DEVELOPMENT, HEREBY AGREES THAT THE DEPARTMENT AND ANY INDIVIDUAL WHO MEETS THE APPLICABLE INCOME LIMITATION UNDER SECTION 42 OF THE CODE (WHETHER PROSPECTIVE, PRESENT OR FORMER TENANT) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE DEVELOPMENT OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE COURT OF COMPETENT JURISDICTION.

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

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

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

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

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

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

(i) The Development Owner agrees to establish and maintain a reserve for replacement and repairs account in such initial amount and with such annual deposits required pursuant to Section 2306.186 of the Act. Upon a determination by the Department that the Development Owner has failed to maintain the Development in good and habitable condition and suitable for occupancy as herein required or has failed to establish or maintain such a reserve, the Owner agrees to enter into a Replacement Reserve Agreement with the Department for the benefit of the Development and establish or increase reserves as described under Department Rules in a reserve account held for the benefit of the Development Owner and the Development by a third party bank trustee. The Replacement Reserve Agreement will require the Department's approval prior to the disbursement of funds from the reserve. These provisions apply to any new Development Owner if the Development is transferred.

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

(k) The Development Owner agrees that should any claims, demands, suits, or other legal proceedings be made or instituted

by any person against the Department which arise out of any of the matters relating to this Declaration, Development Owner will cooperate fully with the Department in the defense or other disposition thereof.

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

SECTION 7 – FEES

(a) To compensate the Department for its responsibilities pursuant to the Act and the Code, the Development Owner shall pay to the Department an annual compliance monitoring fee for the first twelve (12) month period of this Declaration in the amount of $40.00 per Low-Income Unit in the Development. The fee will be collected, retroactively if applicable, beginning with the first year of the credit period and will be invoiced upon receipt of the Development's cost certification. Subsequent anniversary dates on which the compliance monitoring fee payments are due will be determined by the month the first building is placed in service. Compliance fees may be adjusted from time to time by the Department.

(b) If the Department shall find the Development not to be in compliance with the terms hereof, the Development Owner shall pay to the Department (i) an additional administrative fee in an amount prescribed from time to time by the Department, which amount for the first twelve month period of this Declaration, shall not exceed $25.00 per Unit (without regard to the number of Low-Income Units), for additional monitoring and enforcement activities undertaken with respect to the Development and (ii) all amounts required to reimburse the Department for its expenses in performing such additional monitoring and enforcement activities. The administrative fee payable in the event of noncompliance shall be in addition to, and distinct from, the amount due pursuant to Section 7(a) hereof, as well as any reimbursements of costs and legal fees to which the Department may be entitled as a result of judicial enforcement action, and such fee shall be payable without respect to whether the Department undertakes or succeeds in judicial enforcement activities, for a period of up to three (3) years following the Department's most recent finding of noncompliance with respect to the Development.

(c) For each successive twelve month period following the initial twelve (12) month period of this Declaration, the administrative fees payable to the Department hereunder shall be the amounts established for the most recent administrative fee, multiplied by the increase in the Consumer Price Index for All Urban Consumers ("CPI-U") published by the Bureau of Labor Statistics of the United States Department of Labor (or generally recognized successor to such Index) for the same twelve (12) month period of time.

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

SECTION 8 – MISCELLANEOUS

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

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

TO THE DEPARTMENT:

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

TO THE DEVELOPMENT OWNER:

TOBIAS PLACE, LP
2501 N. HARWOOD STREET, SUITE 2400
DALLAS, TX 75201
ATTN: DANIEL SMITH

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

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

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

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

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

(g) Venue. Venue for any litigation regarding this Declaration shall be fixed in any court of competent jurisdiction in Travis County, Texas.

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

DEVELOPMENT OWNER:

TOBIAS PLACE, LP
A TEXAS LIMITED PARTNERSHIP

BY: **TOBIAS PLACE GP, LLC**
A TEXAS LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

[BY: **FORT WORTH HOUSING FINANCE CORPORATION**
A TEXAS HOUSING FINANCE CORPORATION, ITS MANAGER

BY: _____
NAME: KACEY BESS
TITLE: ASSISTANT GENERAL MANAGER

THE STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KACEY BESS, KNOWN TO ME TO BE THE ASSISTANT GENERAL MANAGER OF FORT WORTH HOUSING FINANCE CORPORATION, A TEXAS HOUSING FINANCE CORPORATION, MANAGER OF TOBIAS PLACE GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF TOBIAS PLACE, LP, A TEXAS LIMITED PARTNERSHIP, THE LIMITED PARTNERSHIP THAT EXECUTED THE FOREGOING INSTRUMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID LIMITED PARTNERSHIP, AND THAT HE/SHE EXECUTED THE SAME AS THE ACT OF SUCH LIMITED PARTNERSHIP FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 DAY OF July, 2025.

(SEAL)

VIRGINIA R. VILLALOBOS
Notary Public, State of Texas
Comm. Expires 12-16-2026
Notary ID 134109141

_____
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC, STATE OF: Texas
COUNTY OF: Tarrant
MY COMMISSION EXPIRES: 12-16-2024

DEPARTMENT:

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

BY: _____
NAME: ROSALIO BANUELOS
TITLE: ITS DULY AUTHORIZED OFFICER OR REPRESENTATIVE

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

(SEAL)

_____
NOTARY PUBLIC SIGNATURE

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

JOINDER OF OWNER OF FEE TITLE IN DECLARATION

IN WITNESS WHEREOF, BY ITS EXECUTION BELOW, OWNER OF FEE TITLE HEREBY AGREES TO (1) ENCUMBER, RESTRICT, AND BIND ITS FEE SIMPLE TITLE TO THE DEVELOPMENT AND ANY AND ALL RIGHT, TITLE OR INTEREST WHICH OWNER OF FEE TITLE HAS IN OR TO ANY OF THE DEVELOPMENT LAND, (2) BE BOUND BY THE DECLARATION, AND (3) COMPLY WITH EACH AND EVERY TERM, CONDITION, COVENANT, AND AGREEMENT AS CONTAINED IN THE DECLARATION, TO THE SAME EXTENT AS IF OWNER OF FEE TITLE HAD BEEN THE NAMED DEVELOPMENT OWNER IN THE DECLARATION AND HAD EXECUTED THE DECLARATION. HOWEVER, OWNER OF FEE TITLE SHALL NOT HAVE ANY PERSONAL OR INDIVIDUAL LIABILITY WITH RESPECT TO THE DECLARATION, OR ANY OBLIGATIONS OR RESTRICTIONS EVIDENCED THEREBY OR ARISING THEREUNDER.

OWNER OF FEE TITLE:

FORT WORTH HOUSING FINANCE CORPORATION,
A TEXAS NONPROFIT HOUSING FINANCE CORPORATION

BY: _____
NAME: KACEY BESS
TITLE: ASSISTANT GENERAL MANAGER

THE STATE OF Texas §
§
COUNTY OF Tarrant §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KACEY BESS, KNOWN TO ME TO BE THE ASSISTANT GENERAL MANAGER OF FORT WORTH HOUSING FINANCE CORPORATION, A TEXAS NONPROFIT HOUSING FINANCE CORPORATION, THAT EXECUTED THE FOREGOING INSTRUMENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF SAID NONPROFIT HOUSING FINANCE CORPORATION, AND THAT HE/SHE EXECUTED THE SAME AS THE ACT OF SUCH NONPROFIT HOUSING FINANCE CORPORATION, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17 DAY OF July, 2025.

(SEAL)

VIRGINIA R. VILLALOBOS
Notary Public, State of Texas
Comm. Expires 12-16-2026
Notary ID 134109141

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC, STATE OF: Texas
COUNTY OF: Tarrant
MY COMMISSION EXPIRES: 12-16-2024

EXHIBIT A TO DECLARATION – LEGAL DESCRIPTION

Tract 1:

Lot 13-R, Block 8, SOUTH FORT WORTH ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 388-184, Page 17, Deed Records of Tarrant County, Texas.

Tract 2:

Lot 1, Block 6-R, SOUTH FORT WORTH ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas, according to plat recorded in Volume 388-144, Page 30, Deed Records of Tarrant County, Texas.

EXHIBIT B – PERMITTED ENCUMBRANCES AND EXCEPTIONS

1. The following restrictive covenants of record itemized below:
   Covenants as recorded under Clerk's File No(s) D222248855 and D223156480, Deed Records of Tarrant County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) related to the handicap but does not discriminate against handicapped persons.

2. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

3. The following matters and all terms of the documents creating or offering evidence of the matters.
   a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule "B" or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

   b. A thirty foot (30') wide easement along the North seven hundred six feet (706') of the East side(s) of the property for public utilities, as shown by plat recorded in Volume 388-184, Page 17 as affected by the Partial Release recorded under Clerk's File No. D222127386, Deed Records of Tarrant County, Texas, and shown on survey prepared by Darren K. Brown, RPLS #5252, dated August 17, 2023, Job #21-193 (Tract 1)

   c. Easement for utilities reserved by City of Fort Worth Ordinance No. 9348, a certified copy of which is filed for record under Clerk's File No. D207368508, as affected by the instrument recorded under Clerk's File No. D222127386, Deed Records of Tarrant County, Texas, and shown on survey prepared by Darren K. Brown, RPLS #5252, dated August 17, 2023, Job #21-193. (Tract 1)

   d. Interest in all oil, gas, and other minerals as shown in instrument filed for record under Clerk's File No. D205150288, Deed Records of Tarrant County, Texas. Title to said mineral interest has not been checked subsequent to the date of recording of the referenced instrument. (Tracts 1 and 2)

   e. Interest in all oil, gas, and other minerals as shown in instrument filed for record under Clerk's File No. D209084512, Deed Records of Tarrant County, Texas. Title to said mineral interest has not been checked subsequent to the date of recording of the referenced instrument. (Tracts 1 and 2)

   f. Easement for railroad spur track granted to TEXAS STEEL COMPANY, recorded in Volume 4136, Page 500, Deed Records of Tarrant County, Texas, and shown on survey prepared by Darren K. Brown, RPLS #5252, dated August 17, 2023, Job #21-193. (Tract 2)

   g. Interest in all oil, gas, and other minerals as shown in instrument filed for record under Clerk's File No. D207368506, Deed Records of Tarrant County, Texas. Title to said mineral interest has not been checked subsequent to the date of recording of the referenced instrument.

   h. Terms, conditions, stipulations, obligations of, and easements granted by Multiple Pipeline Right-of-Way and Easement filed for record under Clerk's File No. D211288865, Deed Records of Tarrant County, Texas, and shown on survey prepared by Darren K. Brown, RPLS #5252, dated August 17, 2023, Job #21-193. (Tract 2)

   i. Interest in all oil, gas, and other minerals as shown in instrument filed for record under Clerk's File No. D222248855, Deed Records of Tarrant County, Texas. Title to said mineral interest has not been checked subsequent to the date of recording of the referenced instrument.

   j. Terms, conditions, stipulations and obligations of Encroachment Agreement filed for record under Clerk's File No. D222248856, Deed Records of Tarrant County, Texas, and shown on survey prepared by Darren K. Brown, RPLS #5252, dated August 17, 2023, Job #21-193.

k. Terms, conditions, stipulations, obligations of, and easements granted by Access, Storage and Maintenance Easement Agreement filed for record under Clerk's File No. D222248858, Deed Records of Tarrant County, Texas, and shown on survey prepared by Darren K. Brown, RPLS #5252, dated August 17, 2023, Job #21-193.

l. Consequences, if any, including rights and interests of others, arising out of or evidenced by the following matters as disclosed on survey prepared by Darren K. Brown, RPLS #5252, dated August 17, 2023, Job #21-193:
BOTH TRACTS
1) A 54-inch storm pipe on, over and across the subject property together with inlets and a collapsed pipe adjacent thereto.
Tract 1
1) Fence lines on, in and across all, or portions of the property lines;
2) Over head electric lines, poles, guys and anchors along southerly property line;
3) Interior fenced enclosures;
Tract 2
1) Fence lines on, in and across all or portions of the property lines;
2) Double fence line inside northeasterly corner of property;
3) Underground utilities as evidenced by fire riser, water valve, fire hydrants, man holes, and utility boxes;
4) Overhead electric lines, poles, guys and anchors along southerly property line and the southeasterly corner of property.

m. Terms, conditions, and stipulations contained in the Amended and Restated Ground Lease between FORT WORTH HOUSING FINANCE CORPORATION, a Texas nonprofit housing finance corporation, as Lessor, and TOBIAS PLACE, LP, a Texas limited partnership, as Lessee, as evidenced by an Amended and Restated Memorandum of Ground Lease which is filed for record under Clerk's File No. D223156479, Deed Records of Tarrant County, Texas.

n. Terms, conditions and stipulations contained in Regulatory Agreement and Declaration of Restrictive Covenants, filed for record on August 30, 2023, under Clerk's File No. D223156480, Deed Records of Tarrant County, Texas.

o. Future Advance Leasehold Deed of Trust and Security Agreement by Tobias Place, LP, a Texas limited partnership, as mortgagor to Jeffrey A. Rattikin, Trustee, for the benefit of Regions Bank, an Alabama banking corporation, as mortgage, securing the payment of two notes in the original principal sum of $51,324,500.00, filed for record with the County Clerk of Tarrant County, Texas, on August 30, 2023, under Clerk's File No. D223156481.

p. Terms, conditions and stipulations contained in Absolute Assignment of Rents and Leases dated August 29, 2023, filed for record on August 30, 2023, under Clerk's File No. D223156482, Deed Records of Tarrant County, Texas.

q. Leasehold Deed of Trust Security Agreement by Tobias Place, LP, a Texas limited partnership, as Grantor to Leslie Hunt or Denis McElroy, for the benefit of Tobias Place GP, LLC, a Texas limited liability company, securing the payment of one note in the original principal sum of $8,000,000, filed for record with the County Clerk of Tarrant County, Texas, on August 30, 2023, under Clerk's File No. D223156685.

Collateral Assignment of Note and Leasehold Deed of Trust dated August 29, 2023, filed for record August 30, 2023, under Clerk's File No. D223156686, Deed Records of Tarrant County, Texas.

r. Leasehold Deed of Trust Security Agreement by Tobias Place, LP, a Texas limited partnership, as Grantor to Leslie Hunt or Denis McElroy, for the benefit of Tobias Place GP, LLC, a Texas limited liability company, securing the payment of one note in the original principal sum of $2,000,000, filed for record with the County Clerk of Tarrant County, Texas, on August 30, 2023, under Clerk's File No. D223156687.

Collateral Assignment of Note and Leasehold Deed of Trust dated August 29, 2023, filed for record August 30, 2023, under Clerk's File No. D223156688, Deed Records of Tarrant County, Texas.

s. Leasehold Deed of Trust Security Agreement by Tobias Place, LP, a Texas limited partnership, as Grantor to Leslie Hunt or Denis McElroy, for the benefit of Tobias Place GP, LLC, a Texas limited liability company, securing the payment of one note in the original principal sum of $1,750,000, filed for record with the County Clerk of Tarrant County, Texas, on August 30, 2023, under Clerk's File No. D223156689.

Collateral Assignment of Note and Leasehold Deed of Trust dated August 29, 2023, filed for record August 30, 2023, under Clerk's File No. D223156690, Deed Records of Tarrant County, Texas.

t. Leasehold Deed of Trust Security Agreement by Tobias Place, LP, a Texas limited partnership, as Grantor to Leslie Hunt or Denis McElroy, for the benefit of Tobias Place GP, LLC, a Texas limited liability company, securing the payment of one note in the original principal sum of $800,000, filed for record with the County Clerk of Tarrant County, Texas, on August 30, 2023, under Clerk's File No. D223156691.

Collateral Assignment of Note and Leasehold Deed of Trust dated August 29, 2023, filed for record August 30, 2023, under Clerk's File No. D2231566992, Deed Records of Tarrant County, Texas.

u. Terms, conditions and stipulations contained in Subordination Agreement dated August 29, 2023, filed for record in August 30, 2023, under Clerk's File No. D223156993, Deed Records of Tarrant County, Texas.

v. Terms, conditions and stipulations contained in Memorandum of Contract, filed for record on August 30, 2023, under Clerk's File No. D223156994, Deed Records of Tarrant County, Texas.

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

x. Liability hereunder at the date hereof is limited to $1,375,000.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditure made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

ADDENDUM A TO DECLARATION – CONSENT AND SUBORDINATION OF LIENHOLDER

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

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

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

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

EXECUTED TO BE EFFECTIVE ON THE EFFECTIVE DATE OF THE DECLARATION.

LIENHOLDER: REGIONS BANK

BY: Morris P. Hershman

NAME: Morris P. Hershman

TITLE: Senior Vice President

THE STATE OF DE §

§

COUNTY OF Sussex §

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Morris P. Hershman, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, BEING INFORMED OF THE CONTENTS OF SUCH DOCUMENT, EXECUTED THE SAME VOLUNTARILY. GIVEN UNDER MY HAND, OFFICIAL SEAL THIS 8th DAY OF July, 2025.

Kristin A. Cepil

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC, STATE OF: DE

COUNTY OF: Sussex

MY COMMISSION EXPIRES: 12-19-26

KRISTIN A. CEPIL NOTARY PUBLIC STATE OF DELAWARE COMMISSION EXPIRES 12/19/2026

ADDENDUM A TO DECLARATION – CONSENT AND SUBORDINATION OF LIENHOLDER

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

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

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

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

EXECUTED TO BE EFFECTIVE ON THE EFFECTIVE DATE OF THE DECLARATION.

LIENHOLDER: CITY OF FORT WORTH-ARPA

BY: Kacey Bess for Dana Burghdoff

NAME: Kacey Bess for DANA BURGHDOFF

TITLE: Acting ASSISTANT CITY MANAGER

THE STATE OF Texas §

§

COUNTY OF Tarrant §

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Kacey Bess for Dana Burghdoff, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, BEING INFORMED OF THE CONTENTS OF SUCH DOCUMENT, EXECUTED THE SAME VOLUNTARILY. GIVEN UNDER MY HAND, OFFICIAL SEAL THIS 17 DAY OF July, 2025.

VIRGINIA R. VILLALOBOS
Notary Public, State of Texas
Comm. Expires 12-16-2026
Notary ID 134109141

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC, STATE OF: Texas

COUNTY OF: Tarrant

MY COMMISSION EXPIRES: 12-16-2026

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EXECUTED TO BE EFFECTIVE ON THE EFFECTIVE DATE OF THE DECLARATION.

LIENHOLDER: TARRANT COUNTY-ARPA

BY: _____

NAME: _____

TITLE: _____

THE STATE OF _____ **§**
§
COUNTY OF _____ **§**

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT _____, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, BEING INFORMED OF THE CONTENTS OF SUCH DOCUMENT, EXECUTED THE SAME VOLUNTARILY. GIVEN UNDER MY HAND, OFFICIAL SEAL THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC SIGNATURE

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

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EXECUTED TO BE EFFECTIVE ON THE EFFECTIVE DATE OF THE DECLARATION.

LIENHOLDER: FORT WORTH HOUSING FINANCE CORPORATION

BY: _____

NAME: KACEY BESS

TITLE: ASSISTANT GENERAL MANAGER

THE STATE OF Texas §
§
COUNTY OF Tarrant §

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT Kacey Bess, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, BEING INFORMED OF THE CONTENTS OF SUCH DOCUMENT, EXECUTED THE SAME VOLUNTARILY. GIVEN UNDER MY HAND, OFFICIAL SEAL THIS 17 DAY OF July, 2025.

VIRGINIA R. VILLALOBOS
Notary Public, State of Texas
Comm. Expires 12-16-2026
Notary ID 134109141

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC, STATE OF: Texas
COUNTY OF: Tarrant
MY COMMISSION EXPIRES: 12-16-2024

ADDENDUM B TO DECLARATION – ADDITIONAL USE RESTRICTIONS

MARKETING (10 TAC §11.204(1)(G) OF THE 2023 QAP)

For affirmative marketing activities, all affirmative marketing plans must provide affirmative marketing to persons with disabilities. For general marketing activities, the Development Owner will specifically market to veterans through direct marketing or contracts with veteran's organizations and will specifically market to the public housing authority (PHA) waitlists for any PHA in the city and/or county the Development is located within and the PHA of any City within 5 miles of the Development. The Development Owner will be required to identify how they will specifically market to veterans and the PHA waiting lists and report to the Department in the annual housing report on the results of the marketing efforts to veterans and PHA waiting lists. Exceptions to this requirement must be approved in writing by the Department.

RENT AND OCCUPANCY RESTRICTIONS

INCOME LIMIT	RENT LIMIT	NUMBER OF UNITS
30% OF AMI	30% OF AMI	53
40% OF AMI	40% OF AMI	0
50% OF AMI	50% OF AMI	0
60% OF AMI	60% OF AMI	235
MARKET	MARKET	0

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

RESIDENT SUPPORTIVE SERVICES (10 TAC §11.9(C)(3)(A) AND 10 TAC §11.101(B)(7) OF THE 2023 QAP)

The Development Owner has been awarded points based on providing a combination of supportive services appropriate for the proposed residents through the Extended Use Period. The Development Owner may change, from time to time, the services offered; however, the overall points must remain the same. **No fees may be charged to the tenant for providing these services.** Services must be provided on-site or transportation to off-site services must be provided, the services should be those that directly benefit the Target Population of the Development, there must be adequate space for the intended services, and services offered should be accessible to all (e.g., exercise classes must be offered in a manner that would enable a person with a disability to participate). Services are intended to be provided by a qualified and reputable provider in the specified industry such that the experience and background of the provider demonstrates sufficient knowledge to be providing the service. In general, on-site leasing staff or property maintenance staff would not be considered a qualified provider. Where applicable, the services must be documented by a written agreement with the provider. Unless otherwise noted, courses and services must be offered by an onsite instructor(s). Tenants must be provided written notice of the resident services elections made by the Development Owner. Owner must provide at a **minimum 8 total points worth of services** from the following list (the same service may not be used for more than one (1) scoring item):

(i) Transportation Supportive Services include:

- Shuttle, at least three (3) days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points); and
- Monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point).

(ii) Children Supportive Services include:

- Twelve (12) hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points).

(iii) Adult Supportive Services include:

- Four (4) hours of weekly, organized, in-person, hybrid, or live virtual classes accessible to participants from a common area on site to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, homebuyer counseling, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);

- Annual income tax preparation (offered by an income tax prep service) or IRS-certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);
- Contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points); and
- External partnerships for provision of weekly substance abuse meetings at the Development Site (1 point).
- For the duration of the Affordability Period, reporting rent payments to credit bureaus for any resident who affirmatively elects to participate (2 points).

(iv) Health Supportive Services include:

- Food pantry consisting of an assortment of non-perishable food items and common household items (i.e., laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);
- Annual health fair provided by a health care professional (1 point);
- Weekly exercise classes (offered at times when most residents would be likely to attend) (2 points); and
- Contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points).

(v) Community Supportive Services include:

- Partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);
- Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);
- Twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);
- Twice monthly on-site social events (i.e., potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);
- Specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);
- Weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);
- Any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);
- A part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of fifteen (15) hours or more of weekly resident supportive services at the Development (2 points); and
- Provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

VETERAN IDENTIFICATION IN TENANT APPLICATIONS (SECTION 434.214, TX GOV'T CODE)

The tenant applications must provide a space for applicants to indicate if they are a veteran. In addition, the application must include the following statement: "Important Information for Former Military Services Members. Women and men who served in any branch of the United States Armed Forces, including Air Force, Army, Navy, Marines, Coast Guard, Reserves or National Guard, may be eligible for additional benefits and services. For more information please visit the Texas Veterans Portal at https://veterans.portal.texas.gov/.

ADDENDUM C TO DECLARATION – ADDITIONAL USE RESTRICTIONS – ACCESSIBILITY REQUIREMENTS

ACCESSIBILITY

The Development will comply with the accessibility requirements under Federal law, and as further defined in Title 10, Part 1, Chapter 1, Subchapter B of the Texas Administrative Code (§§2306.6722; 2306.6730).

ACCESSIBILITY REQUIREMENTS:
A minimum of 5% of the total dwelling Units (always rounded up if not a whole number) or at least one (1) Unit, whichever is greater, shall be made accessible for persons with mobility impairments. A Unit that is on an accessible route and is adaptable and otherwise compliant with 2010 ADA Standards for Accessible Design with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" *Federal Register (79 FR 29671)*, meets this requirement. Accessible Units must, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the Development and site and shall be made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program. An additional 2% of the total dwelling Units, or at least one (1) Unit, whichever is greater, shall be accessible for persons with hearing or vision impairments. The following Units are fully accessible in accordance with the 2010 ADA standards with the exceptions listed in 79 FR 29671:

Mobility Accessible: 10103, 10106, 12103, 12106, 3103, 5103, 5106, 11104, 11109, 6104, 9109, 6101, 3106, 6109, 11101
Hearing and Visual Impairment Accessible: 2202, 4202, 7102, 10207, 3207, 9212

Regardless of building type, all Units accessed by the ground floor or by elevator (the "affected units") (with the exception of buildings occupied for residential use on or before March 13, 1991, unless Units are newly constructed and are replacing demolished or uninhabitable Units), must comply with the visitability requirements below and design specifications for each item must comply with the standards of the Fair Housing Act Design Manual:

(i) All common use facilities must be in compliance with the Fair Housing Design Act Manual;
(ii) To the extent required by the Fair Housing Design Act Manual, there must be an accessible or exempt route from common use facilities to the affected Units; and
(iii) Each affected Unit must include the features in (I) – (V) below:

(I) at least one zero-step, accessible entrance;
(II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath must comply with one of the specifications set forth in the Fair Housing Act Design Manual;
(III) the bathroom or half-bath must have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;
(IV) there must be an accessible route from the entrance to the bathroom or half-bath and the entrance and bathroom must provide usable width; and
(V) light switches, electrical outlets, and thermostats on the entry level must be at accessible heights.

ADDENDUM D TO DECLARATION – ADDITIONAL USE RESTRICTIONS – AMENITY REQUIREMENTS

All of the following amenities must be compliant with state and federal laws, including but not limited to, fair housing laws, including Chapter 301 of the Texas Property Code, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), and the Fair Housing Amendments Act of 1988 (42 U.S.C. §3601 et seq.); the Civil Rights Act of 1964 (42 U.S.C. §2000a et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.); the Rehabilitation Act of 1973 (29 U.S.C. §701 et seq.); Fair Housing Accessibility; the Texas Fair Housing Act; and that the Development is designed consistent with the Fair Housing Act Design Manual produced by HUD, the Code Requirements for Housing Accessibility 2000 (or as amended from time to time) produced by the International Code Council and the Texas Accessibility Standards (Sections 2306.257 and 2306.6705(7) of the Act). In addition, Pursuant to Sections 2306.6722 and 2306.6730 of the Act, any Development supported with a Housing Tax Credit allocation shall comply with the accessibility standards that are required under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), and specified under 24 CFR Part 8, Subpart C and as further described in Title 10, Part 1, Chapter 1, Subchapter B of the Texas Administrative Code. *At the time of cost certification, the owner will provide a certification from the Development engineer or architect that the above stipulations have been sufficiently met as required in the 2023 QAP.*

THRESHOLD CRITERIA:

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

MANDATORY DEVELOPMENT AMENITIES (10 TAC §11.101(B)(4) OF THE 2023 QAP)

Required of all developments unless expressly identified as not required

- All Bedrooms, the dining room and living room in Units must be wired with current cabling technology for data and phone(not required for Rehabilitation Developments);
- Laundry Connections (not required for Rehabilitation Developments or Supportive Housing);
- Exhaust/vent fans (vented to the outside) in bathrooms (not required for Rehabilitation Developments);
- Screens on all operable windows;
- Disposal (not required for USDA Developments or Supportive Housing);
- Energy-Star or equivalently rated dishwasher (not required Supportive Housing; Rehabilitation Developments exempt from dishwasher if one was not originally in the Unit);
- Energy-Star or equivalently rated Refrigerator (not required for Supportive Housing);
- Oven/Range (not required for Supportive Housing);
- Blinds or window coverings for all windows;
- At least one (1) Energy-Star or equivalently rated ceiling fan per Unit;
- Energy-Star or equivalently rated lighting in all Units;
- All areas of the Unit (excluding exterior storage space on an outdoor patio/balcony) must have heating and air-conditioning;
- Adequate parking spaces consistent with local code including a waiver or variance thereof; if no local code, 1.5 spaces per Unit for non-Elderly Developments; 1 space per Unit for Elderly Developments. The minimum number of required spaces must be available to the tenants at no cost. If parking requirements under local code rely on car sharing or similar arrangements, the Owner must provide such services at no cost to the tenants throughout its term;
- Energy-Star or equivalently rated windows (not required for Supportive Housing; for Rehabilitation Developments, only if windows are planned to be replaced as part of the scope of work); and
- Adequate accessible parking spaces consistent with the requirements of the 2010 ADA Standards with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" 79 FR 29671, the Texas Accessibility Standards, and if covered by the Fair Housing Act, HUD's Fair Housing Act Design Manual.

SELECTION CRITERIA:

COMMON AMENITIES (10 TAC §11.101(B)(5) OF THE 2023 QAP)

Owner must provide a minimum of **18** total points worth of common amenities based on the size of the Development. The Development Owner may change, from time to time, the amenities offered; however, the overall points must remain the same. No rent or fees may be charged for any of the amenities selected below throughout the Extended Use Period. The amenities selected must be made available for the benefit of all residents, must be made available throughout normal business hours, must meet accessibility standards (including those adopted by the Department) and spaces for activities must be reasonably adequate based on Development size. Non-contiguous,

scattered site housing (excluding non-contiguous single family sites) will have the test applied based on the number of Units per individual site and the amenities selected must be distributed proportionately across all sites. For a Development composed of non-contiguous single family sites, the Owner must provide a combination of unit and common amenities to equal the appropriate points specified under 10 TAC §11.101(B)(5) of the 2023 QAP for the Development size. In the case of additional phases of a Development, any amenities that are anticipated to be shared with the first phase development cannot be claimed for purposes of meeting this requirement for the second phase. The second phase must include enough points to meet this requirement that are provided on the Development Site, regardless of resident access to the amenity in another phase. All amenities must be available to all Units via an accessible route. Amenity items can be counted towards total point values only once and combined functions will only qualify for points under one category. Residents must be provided written notice of the Development Owner's elected amenities.

(I) Community Space for Resident Supportive Services – Multifunctional learning and care center(s) or conference room(s) & Service provider office

- Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver the Resident Supportive Services pertaining to classes or care for children and selected by the Development Owner. The room(s) devoted to meeting this requirement must equal fifteen (15) square feet times the total number of Units, but need not exceed two thousand (2,000) square feet in total. It must be separate from any other community space but may include a full kitchen. The room(s) must include storage space, such as closets or cabinetry (4 points).
- Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver the Resident Supportive Services pertaining to classes or care for adults and selected by the Development Owner. The room(s) devoted to meeting this requirement must equal ten (10) square feet times the total number of Units, but need not exceed one thousand (1,000) square feet in total. It must be separate from any other community space but may include a full kitchen. The room(s) must include storage space, such as closets or cabinetry (2 points).
- Service provider in addition to leasing offices (1 point).

(II) Safety amenities include:

- Controlled gate access for entrance and exit areas, intended to provide access that is limited to the Development's tenancy (1 point).
- Secured Entry (applicable only if all Unit entries are within the building's interior) (1 point).
- Twenty-four (24) hour, seven (7) days a week monitored camera/security system in each building. Monitoring may be on-site or off-site (2 points).
- Twenty-four (24) hour, seven (7) days a week recorded camera/security system in each building (1 point).
- The provision of a courtesy patrol service that, at a minimum, answers after-hour resident phone calls regarding noise and crime concerns or apartment rules violations and that can dispatch to the apartment community a courtesy patrol officer in a timely manner (3 points).

(III) Health / Fitness / Play amenities include:

- Accessible walking/jogging path, equivalent to the perimeter of the Development or a length that reasonably achieves the same result, separate from a sidewalk and in addition to required accessible routes to Units or other amenities (1 point).
- Furnished fitness center. Equipped with a variety of fitness equipment (at least one item for every forty (40) Units). Choose from the following: stationary bicycle, elliptical trainer, treadmill, rowing machine, universal gym, multi-functional weight bench, stair-climber, dumbbell set, or other similar equipment. Equipment shall be commercial use grade or quality. Fitness center must be located indoors or be a designated room with climate control and allow for after-hours access (1 point).
- Furnished fitness center. Equipped with a variety of fitness equipment (at least one item for every twenty (20) Units). Choose from the following: stationary bicycle, elliptical trainer, treadmill, rowing machine, universal gym, multi-functional weight bench, stair-climber, dumbbell set, or other similar equipment. Equipment shall be commercial use grade or quality. Fitness center must be located indoors or be a designated room with climate control and allow for after-hours access (2 points).
- One (1) Children's Playscape Equipped for five (5) to twelve (12) year olds, or one (1) Tot Lot. Must be covered with a shade canopy or awning intended to keep equipment cool, and provide shade and ultraviolet protection. Can only select if Two (2) Children's Playscapes (item below) is not selected (2 points).
- Two (2) Children's Playscape Equipped for five (5) to twelve (12) year olds, two (2) Tot Lots, or one of each. Must be covered with a shade canopy or awning intended to keep equipment cool, and provide shade and ultraviolet protection. Can only select if One (1) Children's Playscape (item above) is not selected (4 points);
- Horseshoe pit; putting green; shuffleboard court; pool table; or ping pong table, or similar equipment in a dedicated location accessible to all residents to play such games (1 point).
- Swimming pool (5 points).
- Splash pad/water feature play area (3 points).
- Sport Court or field (including, but not limited to, Tennis, Basketball, Volleyball, Pickleball, Soccer or Baseball Field) (2 points).

(IV) Design / Landscaping amenities include:

- Full perimeter fencing that contains the parking areas and all amenities (excludes guest or general public parking areas) (2 points);
- Enclosed community sun porch or covered community porch/patio (1 point).
- Dog Park area that is fully enclosed (the perimeter fencing may be used for part of the enclosure) and intended for tenant owned dogs to run off leash (requires that the Development allow dogs) (2 points).
- Shaded rooftop or structural viewing deck of at least five hundred (500) square feet (2 points).
- Porte-cochere (1 point).
- Lighted pathways along all accessible routes (1 point).
- A resident-run community garden with annual soil preparation and mulch provided by the Owner and access to water (which may be subject to local water usage restrictions) (1 point).

(V) Community Resources amenities include:

- Community laundry room with at least one (1) washer and dryer for every forty (40) Units (2 points).
- BBQ grill and picnic table with at least one (1) of each for every fifty (50) Units. Grill must be permanently installed (no portable grills) (1 point).
- Business center with workstations and seating internet access, one (1) printer and at least one (1) scanner which may be integrated with the printer, and either two (2) desktop computers or laptops available to check-out upon request (2 points).
- Furnished community room (2 points).
- Library with an accessible sitting area (separate from the community room) (1 point).
- Activity Room stocked with supplies (Arts & Crafts, board games, etc.) (2 points).
- Community Dining Room with full or warming kitchen furnished with adequate tables and seating (3 points).
- Community Theater Room equipped with a fifty-two (52) in. or larger screen or projection with surround sound equipment; DVD player or a streaming service at no cost to residents; and seating (3 points).
- High-speed Wi-Fi with advanced telecommunications capacity as determined under 47 U.S.C. 1302 or more with coverage throughout the clubhouse or community building (1 point).
- High-speed Wi-Fi with advanced telecommunications capacity as determined under 47 U.S.C. 1302 with coverage throughout the Development (2 points).
- Bicycle parking that allows for, at a minimum, one (1) bicycle for every five (5) Units, within reasonable proximity to each residential building that allows for bicycles to be secured with lock (lock not required to be provided to tenant) (1 point).
- Package Lockers or secure package room. Automated Package Lockers or secure package room provided at a location within the complex that can be accessed by residents 24/7 and at no charge to the resident. To qualify, there would need to be at least one (1) locker for every eight (8) residential Units (2 points).
- Recycling Service (includes providing a storage location and service for pick-up) (1 point).
- Community car vacuum station (1 point).
- Access to onsite bike sharing services, provided tenants have short-term, autonomous access to community-owned bicycles, with at least one bicycle per 25 Units (1 point).

UNIT AND DEVELOPMENT CONSTRUCTION FEATURES (10 TAC §11.101(B)(6)(B) OF THE 2023 QAP)

The owner has represented that a combination of the following Unit, Development Construction, and Energy and Water Efficiency features will be present at the property through the Extended Use Period. Fees in addition to rent may not be charged for any of the amenities selected below throughout the Extended Use Period. Scattered site Developments must have a specific amenity located within each Unit to count for points. Developments electing Green Building Features that involve scattered sites must have green building features incorporated into each site to qualify for the point value. The following section identifies the Unit, Development Construction, and Energy and Water Efficiency features available for point election in the Qualified Allocation Plan under which the Development was awarded. The Development Owner may change, from time to time, the features offered; however, the overall points must remain the same or greater. The Owner must provide at a minimum **9** total points of Unit amenities from the following list and at least 2 of the total points must be provided from items selected under Energy and Water Efficiency Features:

- Covered entries (0.5 point);
- Nine foot ceilings in living room and all Bedrooms (at minimum) (1 point);
- Microwave ovens (0.5 point);
- Self-cleaning or continuous cleaning ovens (0.5 point);
- Storage room or closet, of approximately nine (9) square feet or greater, separate from and in addition to Bedroom, entryway or linen closets and which does not need to be in the Unit but must be on the property site (0.5 point);
- Covered patios or covered balconies (0.5 point);
- Covered parking (may be garages or carports, attached or freestanding) and include at least one (1) covered space per Unit (1.5

points);
- High Speed Internet service to all Units (can be wired or wireless; required equipment for either must be provided) (1 point);
- Built-in (recessed into the wall) shelving Unit (0.5 point);
- Thirty (30) year roof (0.5 point);
- Greater than thirty percent (30%) stucco or masonry (includes stone, cultured stone, and brick but excludes cementitious and metal siding) on all building exteriors; the percentage calculation may exclude exterior glass entirely (2 points);
- Breakfast Bar (a space, generally between the kitchen and dining area, that includes an area for seating although actual seating such as bar stools does not have to be provided) (0.5 points);
- Walk-in closet in at least one (1) Bedroom (0.5 points);
- Electric Vehicle Charging Station (0.5 points);
- 48-inch upper kitchen cabinets (1 point);
- Kitchen island (0.5 points);
- Kitchen pantry with shelving (may include the washer/dryer Unit for Rehabilitation Developments only) (0.5 points);
- Natural stone or quartz countertops in kitchen and bath (1 point);
- Double vanity in at least one (1) bathroom (0.5 point);
- Hard floor surfaces in over fifty percent (50%) of Unit NRA (0.5 points);
- An Impact Isolation Class ("IIC") rating of at least fifty-five (55) and a Sound Transmission Class ("STC") rating of sixty (60) or higher in all Units, as certified by the architect or engineer of record (3 points);
- Green Building Features (Enterprise Green Communities, Leadership in Energy and Environmental Design ("LEED") Certification, 2018 International Green Construction Code, or International Code Council ("ICC") American Society of Heating, Refrigerating and Air-Conditioning Engineers ("ASHRAE") – 700 National Green Building Standard Certification). For Enterprise Green Communities, the Development must incorporate all mandatory and optional items applicable to the construction type (e.g. New Construction, Rehabilitation, etc.) as provided in the most recent version of the Enterprise Green Communities Criteria found at http://www.greencommunitiesonline.org. For LEED, the Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain a LEED Certification, regardless of the rating level achieved (i.e., Certified, Silver, Gold, or Platinum). For ICC/ASHRAE – 700 National Green Building Standard, the Development must incorporate, at a minimum, all of the applicable criteria necessary to obtain an NGBS Green Certification, regardless of the rating level achieved (i.e., Bronze, Silver, Gold, or Emerald) (4 points).

ENERGY AND WATER EFFICIENCY FEATURES (10 TAC §11.101(B)(6)(B) OF THE 2023 QAP)

- Energy-Star or equivalently rated refrigerator with icemaker (0.5 point);
- Energy-Star or equivalently rated laundry equipment (washers and dryers) for each individual Unit; must be front loading washer and dryer in required accessible Units (2 points);
- Recessed light-emitting diode ("LED") lighting or LED lighting fixtures in kitchen and living areas (1 point);
- Energy-Star or equivalently rated ceiling fans in all Bedrooms (0.5 points);
- U. S. Environmental Protection Agency ("EPA") WaterSense or equivalent qualified toilets in all bathrooms (0.5 points);
- EPA WaterSense or equivalent qualified showerheads and faucets in all bathrooms (0.5 points);
- 15 seasonal energy efficiency ratio ("SEER") heating, ventilation, and air conditioning ("HVAC") or for Rehabilitation (excluding Reconstruction) where such systems are not being replaced as part of the scope of work, a radiant barrier in the attic is provided, or in Region 13, an efficient evaporative cooling system (1 point);
- 16 SEER HVAC for New Construction or Rehabilitation (1.5 points);
- A rainwater harvesting/collection system or locally approved greywater collection system (0.5 points);
- Wi-Fi enabled, Energy-Star or equivalently rated "smart" thermostats installed in all units (1 point);
- Solar panels installed, with a sufficient number of panels to reach a rated power output of at least 300 watts for each Low-Income Unit. (2 points)

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

Not Applicable

ADDENDUM F TO DECLARATION – MINIMUM APPLICABLE FRACTION BY BUILDING

BUILDING NUMBER	BUILDING IDENTIFICATION NUMBER (BIN)		MINIMUM APPLICABLE FRACTION
1.	TX-00-00000		0.00%
2.	TX-23-44402		100%
3.	TX-23-44403		100%
4.	TX-23-44404		100%
5.	TX-23-44405		100%
6.	TX-23-44406		100%
7.	TX-23-44407		100%
8.	TX-23-44408		100%
9.	TX-23-44409		100%
10.	TX-23-44410		100%
11.	TX-23-44411		100%
12.	TX-23-44412		100%