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**DECLARATION OF RESTRICTIVE COVENANTS
(MHFA Manufactured Home Community Redevelopment Program)**

RECITALS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made on the date set forth below by **NAME AND ADDRESS OF GRANTEE**, (“Declarant”). This Declaration is for the benefit of the Minnesota Housing Finance Agency (“MHFA”) which shall have the right to enforce the terms of this Declaration pursuant to Paragraphs 8 and 9. The Declarant and MHFA shall jointly be referred to as the “Parties”.

WHEREAS, the Declarant is the owner in fee simple of the manufactured home park known as **NAME AND ADDRESS OF MANUFACTURED HOME PARK**, which is legally described on the attached Exhibit A (“Property”); and

WHEREAS, MHFA, a body corporate and public of the State of Minnesota, located at 400 Wabasha Street, Suite. 400, Saint Paul, MN 55102, operates a Manufactured Home Community Redevelopment Program (“MHCR”) to provide funds to eligible recipients in the State of Minnesota for eligible infrastructure activities and improvements and located in eligible manufactured home communities; and

WHEREAS, MHFA has awarded grant funds to Declarant for such purposes, and the Parties have entered into a Grant Contract Agreement dated **DATE OF EXECUTION OF GRANT CONTRACT**, the essential purposes of which are to preserve the Property as a manufactured home park and maintain the long-term affordability of the Property for a twenty-five year period beginning **START DATE** and extending through **END DATE** (“Affordability Period”); and

WHEREAS, in Section 2.5 of the Grant Contract Agreement the Declarant acknowledge the grant

funds disbursed by MHFA to Declarant were provided for the purposes of preserving the Property as a manufactured home park with affordable rents during the Affordability Period; and

WHEREAS, the Declarant, having used the grant funds for the purposes outlined in these Recitals, agrees that the Property shall be subject to the covenants, conditions, and restrictions stated in this Declaration.

NOW THEREFORE, the Declarant, as fee owner of the Property, and in consideration of the benefits derived from the Declarant's use of the grant funds, hereby declares on its own behalf, and on behalf of the Declarant's successors and assigns, that the Declarant's and the Declarant's successors' and assigns' interest in the Property is made subject to the following restrictions and encumbrances:

1. During the Affordability Period the Declarant will maintain the Property as a manufactured home park and will not sell, lease, mortgage, encumber, or otherwise dispose of the Property, or any portion of the Property, without the prior approval of MHFA, or its successors or assigns, which approval must be evidenced by a written statement signed by MHFA's Authorized Representative (or other duly authorized representative) and attached to the deed, lease, mortgage, encumbrance, or instrument used to sell or otherwise dispose of the Property, or any portion of the Property.
2. During the Affordability Period every contract, deed, or other instrument conveying the Property, or conveying any portion of the Property, shall expressly provide that such conveyance is subject to this Declaration; provided, however, the covenants in this Declaration shall survive and be effective regardless of whether the contract, deed, or other instrument conveying the Property, or conveying any portion of the Property, provides that the conveyance is subject to this Declaration.
3. During the Affordability Period the Property is subject to all terms, conditions, provisions, and limitations contained in the Grant Contract Agreement including, in particular, the Declarant obligations in Section 2.5.
4. During the Affordability Period this Declarations and its covenants, conditions, and restrictions are binding on the Declarant and the Declarant's successors, heirs and assigns, and all subsequent owners of all or any part of the Property and shall run with the land.
5. During the Affordability Period the Declarant will permit, during normal business hours and upon reasonable advance notice, any duly authorized representative(s) of MHFA to inspect any books and records of the Declarant regarding the Property with respect to the rents charged to manufactured home residents of the Property to ensure compliance with the Grant Contract Agreement.
6. The Declarant declares, represents, covenants, and agrees for itself, its successors and assigns that it has not and will not execute any other agreement with provisions contrary to, or in opposition to, the provisions of this Declaration and that, in any event, the requirements of the Declaration are paramount and controlling as to the rights and obligations in this Declaration and supersede any other requirements in conflict with this Declaration.

7. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of MHFA, or its successors or assigns.
8. This Declaration may be enforced by MHFA, or its successors and assigns, by appropriate action in the courts of the State of Minnesota. Although itself a benefited entity of the covenants, conditions, and restrictions in this Declaration, MHFA (or its successors and assigns) is the sole and exclusive representative of any and all other persons or entities also benefited by the covenants, conditions, and restrictions in this Declaration with regard to the enforcement, construction, interpretation, amendment, release, and termination of the covenants, conditions, and restrictions.
9. If a violation or attempted violation of any of the covenants, conditions, or restrictions of this Declaration occurs, MHFA and its successors and assigns (and only MHFA and its successors and assigns) may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any violation or to specifically enforce the covenants, conditions, and restrictions in this Declaration. No delay in enforcing the provisions of any covenants, conditions, or restrictions as to any breach or violation shall impair, damage, or waive the right to enforce any covenants, conditions, or restrictions or to obtain relief or recover for the continuation or repetition of any breach or violation or any similar breach or violation at any later time or times.
10. This Declaration shall be governed by the laws of the State of Minnesota.
11. Any notice required to be given to MHFA or the Declarant shall be given in writing by first class or certified mail at the addresses specified below, or at such other address as may be specified by MHFA and the Declarant:

MHFA: Minnesota Housing Finance Agency
 Attn: Deputy Commissioner
 400 Wabasha Street, Suite 400
 Saint Paul, MN 55102

Declarant: DECLARANT NAME
 DECLARANT ADDRESS
 DECLARANT CITY/STATE/ZIP

12. The individual executing this Declaration on behalf of the Declarant represents and warrants that the individual is duly authorized to execute this Declaration on the Declarant's behalf.

Exhibit A
Property Description

LEGAL DESCRIPTION OF PROPERTY