

**LONG-TERM HOMELESSNESS RIDER TO
DECLARATION OF LAND USE RESTRICTIVE COVENANTS
FOR SECTION 1602 (TAX CREDIT EXCHANGE) PROGRAM**

Additional Requirements

- A. Annually, within 60 days prior to the end of Owner's fiscal year, Owner shall submit an updated supportive services plan and supportive services budget for the long-term homeless units (the "LTH Assisted Units") in form and content acceptable to MHFA.
- B. Annually, within 60 days prior to the end of Owner's fiscal year, Owner shall submit a rent roll, a proposed schedule of rental rates, and a proposed operating budget for the Development to MHFA in a form supplied by MHFA. The proposed operating budget shall set forth the anticipated income of the Development and a detailed estimate of expenses, which shall include separate documentation of (i) administration expenses, (ii) operating expenses, (iii) maintenance expenses, (iv) utility expenses, (v) hazard insurance premiums, (vi) taxes and assessments, and (vii) to the extent permitted herein, a return on equity to the Owner. The proposed schedule of rental rates, together with any other sources of revenue or assistance supplied to Owner, shall be sufficient to meet all items set forth in the proposed operating budget.
- C. Annually, within 90 days after the end of Owner's fiscal year, Owner shall submit a year-end operating statement for the operation of the Development in a form supplied by MHFA.
- D. Annually within 90 days after the end of the Owner's fiscal year, Owner shall submit a summary of vacancies, terminations and evictions, and reasons for each termination and eviction during the preceding 12 month fiscal year for the LTH Assisted Units in a form supplied by MHFA.
- E. At initial occupancy of every tenant occupying a LTH Assisted Unit, Owner must maintain an original, completed application and, on a form supplied by MHFA, verification of long-term homelessness. Such completed forms to be provided to MHFA upon request.
- F. **Minnesota Homeless Management Information System:** (a) Owner covenants and agrees that it will cooperate in good faith with Amherst H. Wilder Foundation, a Minnesota non-profit corporation ("Administrator"), and any successors and/or assigns of Administrator's rights and responsibilities regarding the Minnesota Homeless Management Information System computerized database ("HMIS") to (i) participate in and receive any training which Administrator may require from time to time in order for Owner to be a licensed user of HMIS, and (ii) satisfy other reasonable requirements which may be imposed by Administrator in connection with HMIS. (b) Owner

covenants and agrees that it will (i) request certain information from the individuals it serves through the Program, pursuant to Owner's agreement with Administrator, (ii) input such information into HMIS in a timely manner, and (iii) run reports and test data for accuracy, as directed by the Administrator. (c) Owner covenants and agrees that it will obtain any and all necessary disclosures, releases and consents in connection with the Program to permit MHFA to access information and receive periodic reports from Administrator (additional information is available at <http://www.hmismn.org>), and Owner hereby expressly permits MHFA to access any and all such information.