

AMENDMENT TO  
CDBG DISASTER RECOVERY PROGRAM AGREEMENT  
With  
BEYOND SHELTER, INC. for  
MULTI-RENTAL APARTMENT DEVELOPMENT KNOWN AS COOK'S COURT

THIS AMENDMENT ("AMENDMENT") TO PROGRAM AGREEMENT ("Agreement") last amended March 7, 2016 and entered into originally January 13, 2014 is made and entered into \_\_\_\_\_ 2020 by and among The City of Minot, ND, a municipal corporation ("City"), Beyond Shelter, Inc., a 501c3 non-profit corporation ("Developer"), and Cook's Court, LLLP, a North Dakota limited liability limited partnership ("Owner")

WHEREAS, The City and Developer initially entered into a HUD CDBG-DR funded Agreement dated January 13, 2014 for the purpose of providing specific purpose financial support to a Low/Moderate Income Multi-Family rental apartment development primarily supported through and led by State of North Dakota financial resources, and

WHEREAS, The Agreement includes requirements by the Developer to maintain 51% of rental apartments equaling 21 of the 40 senior housing units developed on the site acquired using, in part of \$1,206,000 of City CDBG-DR funds, for a 5-year period at rents which meet HUD established LMI rent limits and with occupancy by HUD established LMI income eligible households, and to be known as Cook's Court, and

WHEREAS, The Agreement defined the site subject to the terms and conditions of the Agreement as approximately 3.19 acres legally described as Township 155N, Range 83W Section 25: Outlot 16 of SW1/SW1/4 in the City of Minot, ND, subsequently changed by Beyond Shelter, Inc. to Lot 1, Cook's Court Addition to the City of Minot, and

WHEREAS, A warranty deed was executed on October 8, 2014 between Beyond Shelter, Inc. and Cook's Court, LLLP transferring Lot 1, Cook's Court Addition to the ownership of Cook's Court, LLLP, and

WHEREAS, Declaration of Land Use Restrictive Covenants was added to Lot 1 Cook's Court Addition to City of Minot on November 18, 2014 made by Cook's Court, LLLP granted to the Industrial Commission of North Dakota acting as the North Dakota Housing Finance Agency, and

WHEREAS, This Declaration of Land Use Restrictive Covenants imposed upon Cook's Court, LLLP the requirement that Eight (8) units in the Project must be occupied by tenants with total household income at or below 30% of the AMI as published by HUD for Ward County, and that an additional thirty-two (32) units in the project must be occupied by tenants with total household income at or below 80% of the AMI as published by HUD for Ward County, and

WHEREAS, This Declaration of Land Use Restrictive Covenants AMI requirements is consistent with the City of Minot agreement for LMI restricted units except for total units to be

occupied by LMI households which is more (40 units) in the Declaration of Land Use Restrictive Covenants, and a longer period of compliance, January 1, 2032

NOW, THEREFORE the City of Minot, Beyond Shelter, Inc. and Cook's Court LLLP hereby agree to the following terms and conditions which shall constitute the AMENDMENT:

- 1. All references to Beyond Shelter, Inc. within the Program Agreement dated January 13, 2014 and subsequent amendments shall add Cook's Court, LLLP to read as "Beyond Shelter, Inc. and Cook's Court, LLLP".
- 2. Cook's Court, LLLP understands and accepts the obligations and requirements that all rental units in the building on the site identified as Lot 1 Cook's Court Addition to the City of Minot, ND must meet Low/Moderate Income HUD guidelines as set forth in the Agreement.
- 3. Violation of the Declaration of Land Use Restrictive Covenants made by Cook's Court, LLLP granted to the Industrial Commission of North Dakota acting as the North Dakota Housing Finance Agency shall constitute a violation of this Agreement
- 4. Copy of the warranty deed dated October 8, 2014 and copy of the Declaration of Land Use Restrictive Covenants dated November 18, 2014 shall be added as Attachment "G" to this Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT to the Program Agreement effective as of the AMENDMENT effective date.

Witness	Beyond Shelter, Inc.	Date:
_____	_____	_____
Witness	Cook's Court, LLLP	
_____	_____	_____
Witness	City of Minot	
_____	_____	_____