

**HOME AGREEMENT**

This Agreement made and executed this 19th day of December, 2002 by and between the Wyoming Community Development Authority (the "W.C.D.A.") a Wyoming Statutory Corporation whose mailing address is P. O. Box 634, Casper, Wyoming 82602, and The Courtyards at Sheridan Limited Partnership whose mailing address is 13 12th Avenue South, Nampa, ID (the "Developer").

**WITNESSETH:**

**WHEREAS:** The HOME program was created under Title II of the National Affordable Housing Act of 1990, among other purposes, to provide for the expansion of the supply of decent, safe, sanitary and affordable housing, particularly rental housing for very low income and low income Americans, to strengthen the abilities of State and local governments to design and implement strategies for providing such housing and to provide for cooperation among various levels of government and the private sector for the production and operation of such housing and,

**WHEREAS:** The Developer has designed a project (the "Project") which meets the goals and requirements of the HOME Program, has made an application to W.C.D.A. for HOME Program funds (Federal CFDA #14.239) and has been approved for funding.

**NOW, THEREFORE,** for and in consideration of the promises and covenants hereinafter set forth it is agreed as follows:

1. **The Project:** The Project shall consist of New Construction of 59 unit(s) for very low-income families in Sheridan, Wyoming as more particularly described in the application for HOME Funds. A description of the Project, marked exhibit "A" is attached hereto and incorporated herein.

2. **HOME Funds:** The Developer shall receive HOME Funds for the Project in the amount of Four Hundred Twenty-Five Thousand and no/100 (\$425,000.00) (the "Loan"), as follows:

A. A loan in the amount of Four Hundred Twenty-Five Thousand and no/100 (\$425,000.00) shall, together with interest at the rate of Zero percent (0.00%) per annum, be repaid in 480 equal monthly installments of Eight Hundred Eighty-Six and no/100 (\$886.00). The first of such installments shall be due and payable on the November 1, 2003 and a like installment of Eight Hundred Eighty-Six and no/100 (\$886.00) shall be due and payable on the 1st day of each calendar month thereafter until the entire principal amount of Four Hundred Twenty-Five Thousand and no/100 (\$425,000.00) plus interest has been paid in full.

B. A deferred loan in the sum of Zero and no/100 Dollars (\$0.00) which amount shall not be required to be repaid except as hereinafter required in the event of default.

C. In addition to the loan described in paragraphs 2A and 2B, the Developer may make application for such additional funds as may be necessary to complete and operate the project. In the event said application for additional funds is accepted by W.C.D.A., said additional funds may be in the form of loans or grants, added to the amounts specified in paragraphs 2A or 2B as the case may be, and subject to all terms and conditions of this Agreement.

3. **Title and Acquisition of Project:** The Developer has acquired fee simple title to the Project. Title shall be subject to and in compliance with the terms and conditions of this Agreement, which shall be set forth in a deed restriction incorporating this Agreement by reference, and the terms and conditions of the mortgage given to secure repayment of the amounts set forth in paragraph 2A and B.

4. **Rehabilitation, Repair, Maintenance and New Construction:** The Developer hereby covenants and warrants to W.C.D.A. as follows:

A. Rehabilitation and or New Construction Work.

(1) Scope of Work: The Developer shall furnish all of the material and perform all of the work on the Project, as shown on the drawings and described in the specifications, all in accordance with the terms of the Contract Documents, all of which are collectively incorporated herein by reference.

(2) Change Orders: The Developer shall not make any changes in the Scope of Work without written approval from W.C.D.A. or its agent.

(3) Time of Completion: The Developer or Developer's subcontractor(s) commenced work September 2002, and work shall be completed within 270 calendar days after commencing work. In the event the Developer does not complete the work within said 270 day period, W.C.D.A. has the option of terminating this Agreement for failure to complete work within the time allowed. In the event W.C.D.A. shall, at any time during the construction period, reasonably determine that the prospect of the Developer's completion of the tasks within the terms outlined in Exhibit A "Schedule of Tasks" or as agreed to in the application, is materially impaired, W.C.D.A. shall be entitled to declare a default of this Agreement and to exercise the rights and remedies granted to it in paragraph 4.D.(4) below.

(4) Contract Sum: Upon authorization by W.C.D.A.'s agent, W.C.D.A. shall draw down HOME Funds to pay the Developer for the performance of the Contract.

(5) Method of Payment: HOME Funds are not advanced for materials or labor, but are disbursed as work is completed.

W.C.D.A. or its agent can authorize progress payments on account of the contract, upon requisition by the Developer, and conditioned upon inspection and approval by W.C.D.A. or its agent, as follows:

Payment of the funds will be made to the Developer within ten working days of a request for a progress payment, provided that the Developer is not then in default of the terms and conditions of this Agreement and that the work is inspected and approved by W.C.D.A. or its agent.

Before each progress payment is made, the Developer or Developer's subcontractor(s) may be required to furnish W.C.D.A. or its agent good and sufficient evidence (such as lien waivers/releases) that the premises are free from all liens, damages, and everything chargeable to subcontractor(s).

W.C.D.A. may at its option pay funds directly to contractors, subcontractors, materialmen or the Developer or by joint check or require such lien waivers or releases or a performance bond in an amount sufficient to guarantee the completion of all work.

(6) Retainage and Final Payment: A ten percent (10%) retainage may be withheld from each payment. Final payment shall be due 15 days after completion of the work, provided the Developer has satisfactorily performed the described work in accordance with the contract, and all HOME requirements have been met.

Prior to final payment, the Developer shall submit to W.C.D.A. or its agent a release or waiver of all mechanics and material liens, a local government occupancy certificate, Architect's and Contractor's certificate that the project meets as applicable:

- one of three model codes [Uniform Building Code (ICBO), National Building Code (BOCA), Standard Building Code (SBCCI)]; or the Council of American

Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926:

- compliance with all current zoning, environmental and other applicable laws, ordinances, rules and regulations, restrictions and requirements including, without limitation, the accessibility requirement at 24 CFR part 8, which implements, Section 504 of the Rehabilitation Act of 1973;
- the design and construction requirement at 24 CFR 100.205, which implements Title II of the Americans with Disability Act of 1990 and the Fair Housing Act (42 U.S.C. 3601-36129;
- and model energy code certifications (for new construction)

The making and acceptance of the final payment shall constitute a waiver of all claims by the Developer, other than those arising from unsettled liens or from faulty work appearing thereafter, and all claims by the subcontractor(s), except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, or threatened, damage by the subcontractor(s) to others not adjusted, or failure to make payments properly to agents or for material or labor.

(7) Permit/Codes/Licenses: The Developer shall obtain at Developer's expense, all permits and licenses necessary for the completion and execution of the work described in the contract documents. The Developer shall insure that all work is performed in conformance with applicable State and local codes and ordinances. The Developer shall furnish a Final Inspection and/or Occupancy Certificate from the City of Sheridan and/or the County of Sheridan, Wyoming, to show that all work has been done in accordance with local codes and ordinances.

All general contractors and subcontractors shall be licensed in accordance with the requirements of local codes and ordinances.

All general contractors and subcontractors shall carry liability and Worker's Compensation insurance in the amounts prescribed by state and local code and ordinance.

(8) Materials: All materials installed shall be new unless otherwise specified. All work shall be a finished product unless specified to the contrary. Materials and/or workmanship failing to meet these requirements shall be replaced at the Developer's expense. Acceptance of materials and/or workmanship by an authorized representative of W.C.D.A. prior to completion of the contract shall not relieve the Developer from the Developer's obligation to produce materials and/or workmanship in first class condition at the completion of the contract.

(9) Protection of Work/Property/Persons: The Developer shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to the Developer's act or negligence or the acts or negligence of any agent, employee, contractor or subcontractor of the Developer. The Developer shall supervise the work with special attention to adequate safety precautions especially where hazardous work is involved.

The Developer agrees to indemnify and hold harmless W.C.D.A. and its agents and employees for any damages concerning the undertaking and carrying out of this Agreement.

or in connection with acts performed which would reasonably be associated with consultation, technical advice, financial counseling, property inspection, and other related activities or for any claims for property damage or personal injury arising from the project or any work performed thereon.

(10) Property Standards: All housing that is constructed or rehabilitated with HOME funds shall meet all applicable State and local codes, rehabilitation standards, ordinances, zoning ordinances and regulations at the time of project completion. In absence of a local code for new construction or rehabilitation, HOME-assisted new construction or rehabilitation shall meet, as applicable: one of three model codes [Uniform Building Code (ICBO), National Building Code (BOCA), Standard Building Code (SBCCI)]; or the Council of American Building Officials (CABO) one or two family code; or the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926. Newly constructed housing shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

All other HOME-assisted housing shall meet all applicable State and local housing quality standards and code requirements and if there are no such standards or code requirements, the housing shall meet the housing quality standards in 24 CFR 982.401. The housing shall meet the accessibility requirements in the regulations referenced in 24 CFR 5.105 (a) which implement the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.

In order to assure that the Federal lead-based paint (LBP) hazard removal requirements are met, the Developer shall be responsible for compliance with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.) and HUD regulations 24 CFR Part 35. The lead-based paint provisions of 24 CFR 982.401 (j) also shall apply, regardless of the applicable property standard under 24 CFR Part 92.251. In a project in which not all units are assisted with HOME funds, the lead-based paint requirements shall apply to all units and common areas in the project.

The Developer agrees to indemnify and hold harmless W.C.D.A. from any liability arising out of or in any way connected with the Developer's failure to perform its obligations under this Agreement with respect to the elimination of immediate LBP health hazards, the prohibition against the use of LBP, and/or the Developer's responsibility for complying with applicable Federal, State and local LBP laws and regulations.

(11) Other Federal Requirements: The Developer shall be in compliance with the Federal requirements set forth in 24 CFR 5.105, Nondiscrimination and equal opportunity, Debarred, suspended or ineligible contractors, and Drug-Free Workplace, including but not limited to the following:

(a) Equal Employment Opportunity: The Developer shall comply with all applicable provisions of federal statutes and regulations concerning equal employment opportunities and Executive Order 11246 in hiring persons engaged in the construction and/or rehabilitation work undertaken in connection with HOME projects.

(b) Equal Opportunity and Fair Housing: The Developer shall not on grounds of race, color, national origin, religion, handicap, familial status or sex

exclude any person from participation in or deny any person the benefits from or otherwise discriminate against any person.

(c) Minority Owned Business and Women Owned Business: The Developer is encouraged to solicit bids from minority owned business enterprises and from women owned business enterprises as defined in 24 CFR 92.350 & 92.351.

(d) Civil Rights Act of 1964: No persons may be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color or national origin.

(e) Fair Housing Act: Prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

(f) Age Discrimination Act of 1975: Prohibits age discrimination in programs receiving Federal financial assistance.

(g) Section 504 of the Rehabilitation Act of 1973: Prohibits discrimination in Federally assisted programs on the basis of disability.

(h) Displacement, Relocation and Acquisition: The Developer shall be responsible for compliance with the Uniform Relocation Act and Real Property Acquisition Policies of 49 CFR part 24 and 24 CFR part 92.353.

(i) Labor Standards, Contract Work, Safety Standards: If the property that will be constructed and/or rehabilitated on the Project Site shall consist of twelve or more HOME assisted units, the Developer shall agree that in the employment of laborers and mechanics in connection with the construction and/or rehabilitation work, such contractors, and subcontractors are required to comply with the provisions of the Davis-Bacon Act, as amended, and of Contract Work Hours and Safety Standards Act, and of other applicable federal laws and regulations pertaining to labor standards.

(j) Section 3 Rule - "Economic Opportunities for Low- and Very Low-Income Persons" 24 CFR Part 135: Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended by the Housing and Community Development Act of 1992 (1992 Act), requires that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons. Section 3 covers assisted housing (including public and Indian housing) and community development programs. Numerical goals are established as a safe harbor for compliance with Section 3. The Developer shall be responsible for assuring that the following Numerical Goals are reached:

Training and Employment:

- The Developer shall require that the contractors shall have at least 10 percent of the aggregate number of new hires to be of low-income.
- The Developer shall assure that at least 10 percent of the total dollar amount of all Section 3 covered contracts arising in connection with building trades work for maintenance, repair, modernization or development of public or Indian housing, other housing construction and housing rehabilitation, and other public construction be awarded to Section 3 business concerns.

(k) Debarred, Suspended or ineligible contractors: The developer will comply with all applicable provisions of 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.

(l) Drug-Free Workplace: The developer shall maintain the Project as a Drug-Free workplace.

(12) Maintenance and Required Repairs.

(a) Project Maintenance: The Developer/owner must maintain the Project and its grounds and equipment in compliance with all applicable State and local housing quality standards and code requirements. If there are no such standards or code requirements, the housing must meet the housing quality standards in 24 CFR 982.401.

(b) Destruction of Project: In the event that any or all of the Project is destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied to rebuild or replace the property destroyed or damaged, unless W.C.D.A. shall give prior written approval to use the insurance proceeds for other purposes.

(c) Hazard Insurance: Hazard insurance shall be maintained in a type and amount acceptable to W.C.D.A. and W.C.D.A. must be listed on the policy as a mortgagee.

(d) Condemnation: All payments or awards resulting from a taking, for any public or quasi-public purpose, by any lawful power or authority by exercise of the power of condemnation or eminent domain ("Taking"), shall be applied towards the restoration, replacement or rebuilding of the Project, or any part thereof, as nearly as possible to its value, condition and operational character immediately prior to any such damage, destruction or taking ("Restoration"), provided sufficient funds are available from all sources to complete such Restoration.

(e) Demolition of Project Property: The Developer shall not demolish any part of the Project, or withdraw any part of the Project from use (except as temporarily necessary for routine repairs), without the prior written approval of W.C.D.A.

(13) Environmental Review: The developer agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in

environmental conditions in accordance with 24 CFR 58.71 (b) including but not limited to:

(a) Compliance with State Historic Preservation Requirements: If any cultural materials are discovered during construction, all work in the area should be immediately discontinued and the HUD staff, WCDA staff and SHPO staff shall be contacted. Work in the area may not resume until the materials shall have been evaluated and adequate measures for their protection or collection shall have been taken. The requirements of this paragraph 4.A.(13) shall appear in the construction contract between owner and the contractor.

(b) Compliance with Executive Order 11990, Protection of Wetlands: No activities will be conducted that include discharges of fill material in wetlands or other waters of the United States.

(c) Compliance with the Clean Air Act: All contractors are required to minimize fugitive dust emissions during construction. In addition wood burning stove and fireplaces will not be used as a heat source.

(d) Compliance with the Migratory Bird Treaty Act: If any raptor nests are located within 1/2-mile of the project site (or within 1 mile for bald eagles and ferruginous hawks), contact WCDA and United States Department of the Interior - Fish and Wildlife Service to make arrangements to protect these species.

B. Restricted Units.

(1) Rental Rates: All Home-Assisted units in the Project shall be at a minimum restricted for use by very low income households as more particularly described in exhibit "A" attached hereto and incorporated herein, so that at least One Hundred percent (100%) of the HOME-assisted units are occupied by households having an annual income that is Thirty percent (30%) or less of area median incomes. The household incomes of tenants shall be re-examined at least annually along with family size and composition. The Developer shall submit a HOME Compliance Report to W.C.D.A. annually. Income determination shall be calculated using the Section 8 Program definition and by using the definitions of annual income, adjusted income, monthly income and monthly adjusted income as those terms are defined in 24 CFR Part 92.203. The rental rates for these units should be equal to or less than the unrestricted units in the Project. The following are the size and number of Home-Assisted, Restricted Units and the monthly rental for these units:

No. Units	Bedroom Size	Monthly Rent
<u>4</u>	2	<u>\$238.00</u>
<u>4</u>	3	<u>\$273.00</u>
<u>2</u>	4	<u>\$297.00</u>

(2) Rental Charges for Restricted Units: Very low-income families will pay monthly rent as set forth in paragraph 4.B.(1) above. The monthly rental amount shall include the following utilities: Water, Sewer, and Trash. Any requests by the Developer for increases in rent will be reviewed by W.C.D.A. on a case-by-case basis and must be approved in writing prior to implementation.

In the event a tenant's, family's or household's income increases above 80 percent of median income, the rent shall be increased to 30 percent of 1/12 of adjusted annual income; except, that tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) shall pay rent governed by section 42.

(3) Admission to Restricted Units: At all times during the term of restriction prescribed in paragraph 4.D.(2) below, admission to dwelling units covered by this Agreement shall be restricted to very low-income families (see Exhibit "A") on a first-come, first-served basis.

(4) Preference for Admission to Restricted Units: The selection process for admission to the Project and for placement on a waiting list, which the Developer shall maintain, shall give reasonable consideration to the housing needs of families that would have a Federal preference under section 6(c)(4)(A) of the 1937 Act (see 24 CFR 92.209 (c)(2)), shall provide for the selection of tenants from the waiting list in the chronological order of their application, insofar as is practicable; and shall give prompt written notification to any rejected applicant of the grounds for any rejection.

(5) Affirmative Marketing: The Developer shall maintain a plan for affirmative marketing which shall include the following:

- (a) Maintain affordability and availability of rental units to very low-income families for a period of 40 years.
- (b) Publicly advertise vacancies and notify W.C.D.A. or its local agent of vacancies.
- (c) Use the Equal Housing Opportunity logo on all public advertising, with the exception of classified advertisements.
- (d) The Developer will not discriminate against families by refusing to rent to them solely on the basis that they receive Section 8 rental assistance.
- (e) The Developer will maintain copies of all written applications received from prospective tenants, with a written rejection notification and notes documenting reasons for any who were refused for vacant rental, for a period of 5 years.
- (f) Maintain records of tenant characteristics before and after rehabilitation or construction for a period of 5 years with data regarding income, family size, and minority status.
- (g) The Developer will contact the Salvation Army, Department of Public Assistance and other service organizations when a unit becomes available if there is no one on their waiting list.

This Agreement in no way restricts the Developer's rights to screen and select tenants, as long as the process is free of bias on the basis of race, color, religion, sex, handicap, age, familial status, national origin or Section 8 status.

C. Program Requirements: HOME funds provided to the Developer shall be used in accordance with the Program requirements as described in the application for HOME funds, including the tasks to be performed, schedule for completion, budget for the Program, affordability requirements set forth in 24 CFR 92.254, the uniform administrative requirements



set forth in 24 CFR 92.505 (as applicable), requirements for use of funds by religious organizations set forth in 24 CFR 92.257, and all other Program requirements.

D. General Provisions.

(1) Term of Agreement / Affordability Period: This Agreement shall be in effect for a term of 40 years from the date of Project completion.

During the term of this Agreement the Developer shall maintain the Project as affordable rental housing.

(2) Term of Restriction for Very Low Income Units Use: For no less than 40 years from the date of Project completion all of the rental units shall be restricted for occupancy and re-occupancy by very low-income families (families with incomes at or below Thirty percent (30%) percent of the median income for the area as established by HUD). In the event all of the HOME Assisted units included in the project shall not be constructed and rented or sold, as applicable, to income-eligible households as per Exhibit A or if the rents charged are in excess of the amounts agreed to in Section 4. B., then W.C.D.A. shall be entitled to declare a default of this Agreement and to exercise the rights and remedies granted to it in paragraph 4. D.(4) below. The Developer shall maintain a waiting list of very low-income applicants and shall fill vacancies in these units from this list on a first-come, first-served basis.

(3) Conveyance of Project: The Developer shall not, without the prior written approval of W.C.D.A., convey or permit the conveyance of the Project, or any part thereof. Transfers of interests in Developer shall be permitted and will not be grounds for acceleration or otherwise constitute a default or impermissible transfer.

(4) Remedies for Default: In the event the Developer shall fail to perform or observe any term, covenant, or agreement contained in this Agreement or any representation, warranty, or other statement by or on behalf of the Developer contained in this Agreement or in any other document or writing now or hereafter furnished by the Developer to W.C.D.A. shall prove to be untrue or misleading in any material respect at the time such representation, warranty, or statement is or was made by or on behalf of the Developer (each an "event of default"), W.C.D.A. at any time and at its option, may give written notice thereof to the Developer by registered or certified mail, addressed to the address stated in this Agreement, or to such other address as subsequently designated by the Developer as its legal business address given by the Developer upon appropriate written notice thereof to W.C.D.A.

Since the injury to the W.C.D.A. arising from an event of default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain, if such event of default is not cured to the satisfaction of W.C.D.A. within 10 days after the date such notice is mailed, or within such further time as W.C.D.A. reasonably determines is necessary to cure the event of default, then W.C.D.A. may, without further notice, declare a default under this Agreement and may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of the Agreement, and/or such other relief as may be appropriate. In such event, W.C.D.A. may declare its obligation to make any further advances

to the Developer under paragraph 4.A.(5) above to be immediately terminated, may declare the amount of any loan or grant to be immediately due and payable, and may foreclose any mortgage given to secure repayment by advertisement and sale or by judicial foreclosure. W.C.D.A. agrees to accept cures tendered by Developer's limited partners pursuant to the same terms and conditions as are provided to Developer.

The availability of any remedy under the Agreement shall not preclude the exercise of any other remedy under any provision of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

(5) Successors and Assigns: This Agreement shall be binding upon the Developer and the Developer's heirs, successors and assigns. The Developer agrees that if title to the Project is conveyed during the term of this Agreement, the Developer will require its grantee to assume its obligations under this Agreement. The Developer further agrees there will be no such conveyance, unless WCDA has agreed thereto in writing.

(6) Contradictory Agreements: The Developer certifies that it has not, and agrees that it will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that, in any event, the requirements of this Agreement shall be paramount and controlling as to the rights and obligations set forth herein and shall supersede any other agreements in conflict with this Agreement.

(7) Separability: The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions hereof.

(8) Amendment: This Agreement may be amended only by the mutual written consent of the parties hereto, except for those provisions required by statute.

(9) Property Subject to Examination: The Project property, equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents, and other papers relating thereto shall, at all times, be maintained in reasonable condition for proper audit, and shall be subject to examination and inspection at any reasonable time by W.C.D.A. The Developer shall keep copies of all written contracts or other instruments affecting the Project property, all or any of which may be subject to inspection and examination by W.C.D.A. or its duly authorized agents.

(10) Conflict of Interest: No Member of Congress or Delegate to Congress or Resident Commissioner of HUD shall be admitted to any share or part of the benefits of this Agreement. No W.C.D.A. Board member, employee, or agent shall have any interest, direct or indirect, in the proceeds of any HOME Funds loans or grants or in any contract entered into by the Developer for the performance of work financed, in whole or in part, with the proceeds of HOME Funds.

The Developer shall not pay any bonus, commission or fee or other payment for the purpose of obtaining approval of this Agreement or any other approval or concurrence required to complete the rehabilitation work.

(11) Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders: The Developer shall not refuse unreasonably to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate

of Family Participation or a Voucher under 24 CFR Part 982-Section 8 Tenant-Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or a comparable document evidencing participation in any program designated by HUD as a successor program to the Section 8 program. This provision is limited to those tenants or applicants with Section 8 Certificates or their equivalent (other than Vouchers) and to those units that rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by HUD.

(12) Lease Form: The Developer shall require all tenants to execute a lease for the Restricted Units in the form prescribed by W.C.D.A.

(13) Security Deposits: The Developer shall not require as a condition of the occupancy or leasing of any unit in the Project, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit, as set forth in the terms of each tenant's lease.

(14) Commercial Units (Spaces): Any changes to the use or number of commercial units in the Project, from the use or number as of the date of this Agreement, must receive the prior written approval of W.C.D.A.

(15) Drug-Free Workplace and Housing: At all time during the rehabilitation or new construction and thereafter during the remainder of the term of this Agreement, the Developer shall maintain the Project as a Drug-Free workplace and Drug-Free housing and shall provide certification of compliance as required by W.C.D.A.

(16) Partnership: The various references in the HOME program documents to "HOME Investment Partnerships Act", "Partnerships Agreement", "Partnerships Program" are for identification of the Act, Agreement and Program, and the Developer shall be an independent entity, shall not be deemed a partner, joint venturer, agent or representative of W.C.D.A. for any purpose, and shall have no authority whatsoever to make any agreements, promises or representations on behalf of or that would be binding on W.C.D.A.

(17) Regulations, Conflict with Regulations and Definitions: This Agreement is entered into pursuant to the W.C.D.A. State of Wyoming HOME PROGRAM Description for Fiscal Year 2001, and any subsequent amendments thereto, and the HUD Home Investment Partnerships Program (24 CFR Part 92), and any subsequent amendments thereto (collectively "the Regulations"). In the event that any provision of this Agreement shall be deemed to conflict with the Regulations, the provisions of the Regulations shall be deemed paramount and controlling and shall be substituted for the conflicting provisions of this Agreement. In addition, the Regulations shall be deemed incorporated into this Agreement by reference as if fully set forth herein and specifically agreed to by the parties, and the Developer shall comply with each and every provision, term or requirement of the Regulations.

Definition of terms under this Agreement shall have the same meaning as contained in the Regulations.

IN WITNESS WHEREOF, the parties hereto execute this Agreement the day and year first above written.

DEVELOPER  
The Courtyards at Sheridan Limited Partnership

[Signature]

BY: Caleb Roope, Manager Roope, LLC

ITS: General Partner

[Signature]

BY: Tim German, Manager Sparrow Group, LLC

ITS: General Partner

WYOMING COMMUNITY DEVELOPMENT  
AUTHORITY, a Wyoming Statutory Corporation

BY: [Signature]  
GEORGE D. AXLUND  
EXECUTIVE DIRECTOR

BY: [Signature]  
GAYLES BROWNLEE  
DIRECTOR OF MULTIFAMILY HOUSING

State of IDAHO )  
County of CANYON )

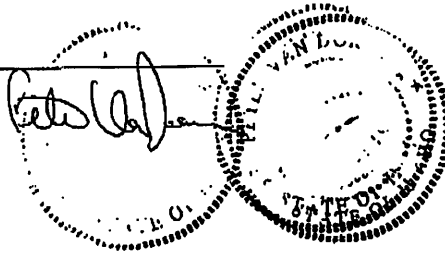
The foregoing instrument was acknowledged before me by Caleb Roope, Manager Roope, LLC  
of The Courtyards at Sheridan Limited Partnership this 16th day of December  
2002.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 07-26-2005

Peter Van Dorne Notary Public

Residing at Boise, Idaho



State of MONTANA )  
County of MUSEEVILLE )

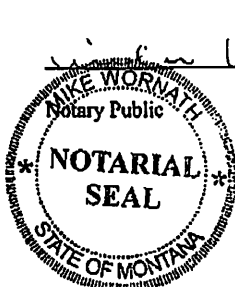
The foregoing instrument was acknowledged before me by Tim German  
of The Courtyards at Sheridan Limited Partnership this 18th day of December  
2002.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 8/5/2005

8/5/2005

State of Wyoming )  
County of Natrona )

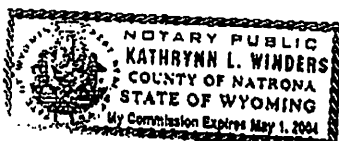


On this 13th day of December, 2002, before me personally appeared GEORGE D. AXLUND, to me personally known, who, being by me duly sworn, did say that he is the EXECUTIVE DIRECTOR of WYOMING COMMUNITY DEVELOPMENT AUTHORITY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said EXECUTIVE DIRECTOR acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL

May 1, 2004  
My Commission Expires

[Signature]  
Notary Public



## HOME AGREEMENT EXHIBIT A

**PROJECT NAME:** The Courtyards at Sheridan

**PROJECT ADDRESS:** Terra Avenue east of Sheridan Avenue Sheridan, Wyoming

**PROJECT LEGAL DESCRIPTION:**

Lot 1, Riverside Industrial Park Second Addition, a subdivision in Sheridan County, Wyoming, as filed in Drawer R, Plat #32, in the Office of the County Clerk of Sheridan County, Wyoming.

**NUMBER OF HOME UNITS:** 10 HOME ASSISTED UNITS

**PROJECT DESCRIPTION:** New Construction of 59 units as described in Section 4B for very low-income families in Sheridan, Wyoming constructed on a 5.14 acre site.

Total Number of Units: 60	Total number 2-Bedroom Units: 20
Number of Restricted Units: 59	Number of HOME 2-Bedroom Units: 4
Number of Market Rate Units: 0	Total number 3-Bedroom Units: 29
Number of Managers Units: 1	Number of HOME 3-Bedroom Units: 4
Number of Maintenance Units: 0	Total number 4-Bedroom Units: 10
Number of HOME Units: 10	Number of HOME 4-Bedroom Units: 2
Number of Commercial Units: 0	Managers 2-Bedroom Units: 1

**AMENITIES INCLUDED IN THE PROJECT ARE:**

- 2200 square foot community building containing an office, kitchen, dining area, laundry facilities, a full maintenance room, exercise room and an education / computer room with internet access
- Large playground area with equipment
- Basketball court
- Concrete pads with tables, benches and barbecues situated throughout the project
- Each unit will be equipped with microwave ovens, dishwashers, garbage disposals, refrigerators, exhaust fans and ranges with conventional ovens, patios or balconies with lockable exterior storage
- Hook-ups for washers and dryers in all three and four bedroom units

**TASKS TO BE PERFORMED BY DEVELOPER:** New Construction of property, completion of documentation required for HOME program, execution of HOME Agreement / mortgage / notes with WCDA, commencement of construction, completion of construction, rent-up of property, closeout of HOME documentation, operation of project including responsibility of compliance with applicable rules and regulations.

<b>SCHEDULE OF TASKS:</b>	Acquisition of Property:	Completed
	Completion of EA:	Completed
	Execution of HOME docs:	12/02
	Commence Construction:	09/02
	Complete Construction:	06/03
	Rent-up of Property:	09/03
	Closeout HOME docs:	10/03
	Estimated Affordability Period:	10/03- 10/2043

**PROJECT BUDGET/USES OF HOME FUNDS:**

Acquisition	\$	\$0.00
Rehabilitation	\$	\$0.00
Hard Construction Costs	\$	\$425,000.00

**ONLY EXPENSES OBLIGATED AND INCURRED AFTER March 11, 2002 ARE ELIGIBLE FOR FUNDING UNDER THIS AGREEMENT.**

**BENEFICIARIES:** 100% of the HOME assisted Units will provide affordable housing for households whose annual incomes do not exceed Thirty percent (30%) percent of the Median Family Income for the area, as determined by HUD with adjustments for smaller and larger families.

**AFFORDABILITY PERIOD:** 40 Years