

FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Manager
City of Fresno
2600 Fresno St., Room 2156
Fresno, CA 93721

SPACE ABOVE THIS LINE FOR RECORDERS USE

APNs: 408-050-04, 408-050-05, 408-050-09

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
LA HACIENDA MOBILE ESTATES**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Declaration"), dated December 1, 2025, between the City of Fresno, a California municipal corporation (the "City"), and Self-Help Enterprises, a California nonprofit benefit corporation and La Hacienda Mobile, LLC, a California limited liability company (collectively the "Owner"). The Owner and the City are jointly referred to herein as the "Parties." The Department of Housing and Community Development, a public agency of the State of California (the "Department") is hereby made a third-party beneficiary of this Declaration with the direct right, but not the duty, to enforce this Declaration, in the exercise of its sole and absolute discretion, against the Parties in the event of the Parties' breach, default, or other non-compliance with this Declaration.

RECITALS

This Declaration affects that certain real property commonly known as 104 East Sierra Avenue, Fresno, California 93710 (APNs 408-050-04, 408-050-05, and 408-050-09), as more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein by this reference (the "Property") and is entered into based on the following facts and understandings:

Regulatory Agreement and Declaration of Restrictive Covenants
Homekey+ Program
NOFA: 11/26/2024
Amended NOFA: 01/31/2025
Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC
Development: LA HACIENDA MOBILE ESTATES
Approved Date: 12/01/25
Prepared Date: 12/01/25
Page 1 of 18
591756v1

1. The City of Fresno ("Grantee"), Self-Help Enterprises, and La Hacienda Mobile, LLC, (each, a "Co-Grantee," and collectively, the "Grantee") applied to the Department's Homekey+ Program and were awarded a grant amount not to exceed \$4,966,896.00 (the "Grant Funds") pursuant to that certain award letter from the Department to the Grantee dated September 19, 2025 (the "Award Letter"). Pursuant to the Award Letter, the Grantee (i) acknowledged and agreed to, among other things, the accuracy of that certain project report dated 10/15/25 as a representation of the Development as of the award date (the "Project Report"); and, (ii) entered into that certain STD 213 standard agreement numbered 25-HK+-18682 and dated 12/18/25, (the "Standard Agreement").
2. The Co-Grantee is the owner of the Property and intends to develop thereon 17 Permanent Supportive Housing units for rental to the Target Population, as defined below, and one manager's unit (collectively the "Development"). The Property and the Development are referred to in this Declaration as the "Property".
3. The City has agreed to co-sponsor the Development on the condition that the Co-Grantee maintains and operates the Development in accordance with restrictions set forth in the Program Requirements, as defined below, and this Declaration. These restrictions are intended to bind Co-Grantee, and all purchasers of the Property and their successors.
4. Co-Grantee declares that the Property is held and will be held, transferred, encumbered, used, sold, conveyed, and occupied subject to the covenants, restrictions, and limitations set forth in the Program Requirements and this Declaration, all of which are declared and agreed to be in furtherance of the Development. All the restrictions, covenants, and limitations will run with the land and will be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, will inure to the benefit of the City, and will be enforceable by it. Any purchaser under a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all restrictions, covenants, and limitations set forth in this Declaration for its entire Term, as defined below. In consideration of receipt of the Grant Funds, Co-Grantee agrees to observe all the terms and conditions set forth below.
5. The statutory basis for the Homekey+ Program is Assembly Bill 140 (2021-2022 Reg. Sess.) and Assembly Bill 531 (2023-2024 Reg. Sess.). AB 140 added Section 50675.1.3 to the Health and Safety Code. AB 531 added Section 50675.1.5 to the Health and Safety Code, and it added Chapter 4

Regulatory Agreement and Declaration of Restrictive Covenants
Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 2 of 18

591756v1

(commencing with Section 5965) to Part 7 of Division 5 of the Welfare and Institutions Code. Health and Safety Code sections 50675.1.3 and 50675.1.5 as well as Chapter 4 (commencing with Section 5965) to Part 7 of Division 5 of the Welfare and Institutions Code constitute the “**Homekey+ Program**”.

6. The Department, in collaboration with the California Department of Veteran’s Affairs (CalVet), issued a Notice of Funding Availability for the Homekey+ Program, as was amended on November 26, 2024, January 31, 2025, and August 7, 2025 (the Notice of Funding Availability as amended shall be referenced herein as “**NOFA**”). The NOFA incorporates by reference the Multifamily Housing Program (Chapter 6.7 (commencing with 50675) of Part 2 of Division 31 of the Health and Safety Code (the “**MHP Program**”), as well as the MHP Final Guidelines dated May 18, 2023 (“**MHP Guidelines**”), both as amended and in effect from time to time.
7. The Grant Funds are derived primarily from Proposition 1 bond funds established by the Behavioral Health Infrastructure Bond Act (BHIBA) (AB 531, Chapter 789, Statutes of 2023), and the Homeless Housing Assistance and Prevention (HHAP) program Homekey Supplemental funding, made available in the 2023-24 and 2024-25 state budgets. For this NOFA, an estimated \$1.033 billion in Proposition 1 bond funds are available for projects for Veterans with a Behavioral Health Challenge. Additionally, an estimated \$1.11 billion is available for projects serving all eligible populations, of which, \$805 million is derived from Proposition 1 and approximately \$307 million is available from the HHAP Homekey+ Supplemental funding.
8. The Standard Agreement requires the Grantee to acquire the Property, and to ensure that it shall be used to provide decent, safe, and sanitary Permanent Supportive Housing for individuals, or households with an individual, who are experiencing homelessness or who are At Risk of Homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations and who have or are suspected of having a Behavioral Health Challenge. These individuals and households must include a person described in subdivision (c) or (d) of Welfare and Institutions Code Section 14184.402, or a person with a substance use disorder, as described in Welfare and Institutions Code Section 5891.5. However, enrollment in Medi-Cal or in any other health plan shall not be a condition for accessing housing or continuing to be housed. For Veteran-serving projects the Target Population, as defined below, also includes Veterans.

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 3 of 18

591756v1

9. As consideration for the Grant Funds, the Owner agreed to enter into this Declaration to restrict the development, use and occupancy of the Property to the continued and lawful operation of the Development thereon.

NOW, THEREFORE, in consideration of the Department's Grant to the Grantee and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby covenants, agrees and declares that the Property shall be owned, held, used, maintained, and transferred pursuant to the following restrictive covenants, conditions, restrictions, and limitations ("Covenants"). Such Covenants shall be binding upon all of Owner's successors, assigns and transferees to or of the Property, and upon all leases, tenants, contractors, agents, and persons claiming an interest in the Property, or claiming an interest by and through any of the foregoing.

COVENANTS

1. **Recitals.** The recitals set forth above are hereby incorporated in full into this Declaration and form a part of it.

2. **Definitions.** When used in this Declaration, the following terms have the following meanings. Except as set forth in this Declaration, capitalized terms have the meanings established in the Program Requirements.

- (a) "**Actual Household Size**" means the actual number of persons in the applicable household.
- (b) "**Adjusted Income**" means with respect to the household occupying a Unit, the income from all persons in the household including nonrelated individuals, calculated using the methods to calculate income adopted by HCD in accordance with the Homekey Program.
- (c) "**Area Median Income**" or "**AMI**" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in City of Fresno, California as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, City shall provide other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.
- (d) "**At Risk of Homelessness**" means an individual or household that is at risk of homelessness, as defined in Part 578.3 of Title 24 of the

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 4 of 18

591756v1

Code of Federal Regulations.

(e) **"Homeless"** means individuals and families who are experiencing homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations.

(f) **"HUD"** means the United States Department of Housing and Urban Development.

(g) **"Permanent Supportive Housing"** means housing with no limit on length of stay, that is occupied by the Target Population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community, as defined at California Government Code Section 65582 (g), except that Permanent Supportive Housing shall include associated facilities if used to provide services to housing residents.

(h) **"Program Requirements"** means all of the following:

- i. the NOFA;
- ii. the Award Letter;
- iii. the Project Report;
- iv. the Standard Agreement;
- v. the Homekey+ Program;
- vi. the MHP Program;
- vii. the MHP Guidelines
- viii. the Uniform Multifamily Regulations (Cal. Code Regs., tit. 25, § 8300 et seq.), effective November 15, 2017, and as subsequently amended, except to the extent that any UMR provision would be inconsistent with the provisions of the NOFA (the **"UMRs"**); and,
- ix. any other applicable local, state, and federal law.

(i) **"Target Population"** means Veteran households who are experiencing homelessness and Veterans who are at risk of homelessness with a behavioral health challenge, as set forth in Exhibit B.

(j) **"Term"** has the meaning set forth in Section 12

(k) **"Unit"** means one (1) or all seventeen (17) Homekey-assisted units

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 5 of 18

591756v1

in the Property. The manager's unit at the Property is not considered a Unit.

3. Operation of Development. Owner, for itself and for its successors and assigns, hereby declares and covenants that use of the Property is restricted to the operation of the Development, to uses ancillary to such Development, and to such other uses as may be approved by the Department in its sole and absolute discretion for the entire Term of this Declaration. The Development shall include, at a minimum, the number and size of units that are described in Exhibit B, which is attached hereto and incorporated by this reference for the entire Term. Furthermore, such units shall be subject to the occupancy restrictions that are set forth and more fully described in said Exhibit B for the entire Term.

4. Tenant Selection. Referrals to Units shall be made through the local Coordinated Entry System ("CES"), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Units shall be developed in collaboration with the local Continuum of Care, as defined in Title 24 C.F.R. Part 578.3, and implemented consistently with the Program Requirements.

5 Maintenance, Repair, and Improvement of the Property and the Development. Owner agrees at all times during the Term:

- a. To keep the Property in decent, safe, sanitary, tenantable condition and repair, and to permit no waste thereof;
- b. Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable, except in accordance with this Declaration;
- c. Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated as part of the Development; or add to, remove, demolish or structurally alter any buildings or improvements now or hereinafter located on the Property;
- d. To promptly repair, restore or rebuild any buildings or improvements on the Property that may be damaged or destroyed while subject to this Declaration;
- e. To comply with all applicable laws affecting the Property, and not to suffer or permit any violations of any such applicable law, nor of any covenant, condition or restriction affecting the Property;

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 6 of 18

591756v1

- f. Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the City's and the Department's prior written consent; and
- g. Not to alter the use of all or any part of the Property without the City and the Department's prior written consent.

6. Restrictions on Sale, Encumbrance, and Other Acts.

- a. Owner shall not, except with the Department's and the City's prior written consent, make any sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, or transfer (each a "Transfer") of the Property, the Development, or of any portion thereof or interest therein. The Department's and the City's consent may be conditioned or withheld in their sole and absolute discretion.
- b. If the City and the Department determine, in their sole and absolute discretion, to grant their prior written consent for a Transfer of the Property, the Development, or any portion thereof or interest therein, without limiting the generality of Section 6.a. above, such consent may impose terms and conditions, as necessary, to preserve or establish the fiscal integrity of the Property or the Development, or to ensure compliance with the Program Requirements.

7. Charges; Liens. Owner shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property, if any, by Owner making payment, when due, directly to the payee thereof. Owner shall promptly furnish to the City all notices of amounts due under this paragraph, and where Owner makes direct payments, Owner shall promptly furnish to the City its receipts evidencing such payments. Owner shall pay when due all encumbrances, charges, and liens on the Property and shall make payments on notes or other obligations secured by an interest in the Property, with interest in accordance with the terms thereof. Owner shall have the right to contest in good faith any claim or lien, or payment due thereunder, so long as Owner does so diligently and without prejudice to the City.

8. Building Permits. Owner agrees not to apply for or accept any permits for the construction of improvements on the Property that are inconsistent with the lawful operation of the Development, as is described in Exhibit B hereto.

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 7 of 18

591756v1

9. Hazard and Liability Insurance and Condemnation.

- a. Owner shall keep the Property insured against loss by fire and such other hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as required by the City. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to the City.
- b. In the event of any fire or other casualty to the Property, or eminent domain proceedings resulting in condemnation of the Property or any part thereof, the Owner shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefor, provided that, as determined by the City in its sole and absolute discretion, (a) such proceeds are sufficient to rebuild the Property in a manner that ensures continued operation of the Development in accordance with the Program Requirements; and (b) no material breach or default then exists under the Standard Agreement or this Declaration. If the casualty or condemnation affects only part of the Property and if total rebuilding is infeasible, then the insurance or condemnation proceeds may be used for partial rebuilding and/or partial repayment of the Grant Funds. The City has the right but not the obligation to approve the plans and specifications for any major rebuilding, as well as the right but not the obligation to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement.

10. Covenants Run with the Land. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to these Covenants. The foregoing Covenants are intended to constitute both equitable servitudes and covenants running with the land. Owner expressly acknowledges and agrees that the Covenants are reasonable restraints on the Owner's right to own, use, maintain, and transfer the Property and any estate or interest therein and are not and shall not be construed to be an unreasonable restraint on alienation. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such Covenants, regardless of whether such Covenants are set forth in such contract, deed, or other instrument.

11. Binding Effect. Any purchaser of the Property or of any portion of or interest in the Property, by the acceptance of a deed therefore, whether from the

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 8 of 18

591756v1

Owner or from any subsequent owner of the Property, or by the signing of a contract or agreement to purchase the Property, shall by the acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the Covenants set forth in this Declaration.

12. Term of Declaration. The Covenants in this Declaration shall be binding, effective, and enforceable commencing upon the execution of this Declaration, and they shall continue in full force and effect for a period of not less than fifty-five (55) years after a certificate of occupancy or its equivalent has been issued for the Development by the local jurisdiction or, if no such certificate is issued, from the date of initial occupancy of the Development, regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof (the "Term").

13. Default, Remedies. A default under this Declaration or the Standard Agreement shall entitle the City to any rights, remedies, or damages available at law or in equity, including, but not limited to, those that are specified below. The Department shall be entitled to enforce the same such rights, remedies, or damages as a beneficiary under this Declaration. The Department's or the City's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any right or remedy. The Department and City may each enforce any provision of this Declaration jointly or independently.

a. Specific Performance. The use, repair, and maintenance of the Property in support of the Development is of a special and unique kind and character, so that a breach of any material provision of this Declaration by the Owner would not have an adequate remedy at law. Therefore, the Department's and the City's rights may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.

b. Injunctive Relief. In pursuing specific performance of the Covenants, the Department and the City shall be entitled to petition the court for injunctive relief to preserve their interests in the Property and their rights under this Declaration. Such injunctive relief may include a court order restraining any actions that are inconsistent with the Covenant.

c. Appointment of Receiver. In conjunction with any other remedy available at law or in equity, the Department and the City may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property in accordance with the Program Requirements and this Declaration.

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 9 of 18

591756v1

d. Right to Advance and Enter. The Department and the City shall each have the right to advance funds to pay any charges due to protect the Property including, but not limited to, real estate taxes or liens, and to enter the Property to perform any required maintenance and to recover the cost of the same from the Owner together with any interest thereon as provided in this Declaration.

e. Interest. Any amounts not paid when incurred, including, but not limited to, protective advances, damages, and attorney fees, shall bear interest thereon at a rate of four percent (4%) above the Reference Rate charged by Bank of America, a national banking association, as of the date such sum was advanced by or otherwise due to a party and continuing until it is repaid in full. In no event shall such rate of interest exceed the lesser of: (a) ten percent (10%) per annum, or (b) the maximum rate permitted by law.

f. No limitation on rights or remedies. All of the forgoing rights and remedies are in addition to and not in limitation of any and all other rights that the City or the Department may have under this Declaration, at law, in equity, or otherwise. All of the above rights and remedies shall be cumulative and non-exclusive to the maximum extent permitted by law.

g. Time to Cure. If the Owner or a successor in interest fails to perform any obligation under this Declaration, and fails to cure the default within 60 days after the City or the Department has notified the Owner or successor in interest in writing of the default, the City or the Department may enforce this Declaration in accordance with this Section 13.

14. Attorneys' Fees. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Declaration, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable attorneys' fees) incurred in the proceedings.

15. Review and Inspection.

a. At any time during the term of this Declaration and upon reasonable notice, the Department, the City, or either party's designee may, but is not obligated to, enter and inspect the Property, and inspect all records pertaining to the operation, repair, and maintenance of the Property. Upon request by the Department or the City, the Owner shall notify occupants of upcoming inspections in accordance with state law.

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 10 of 18

591756v1

- b. The Department or the City may, but is not obligated to, request any other information that it deems necessary to confirm compliance with the foregoing Covenants. The Owner shall provide such requested information within fourteen (14) calendar days of the written request for the information.
- c. The Department and the City shall not, by the fact of making or not making any entries or inspections, or by taking or failing to take any action in response thereto: (i) incur or undertake, or be deemed to incur or undertake, any obligation, duty, or liability whatsoever, whether to the Owner, or to any other person or entity; (ii) be deemed as approving or disapproving any matter, action, incident, or condition related to the Property; or (iii) be deemed as approving or disapproving any matter related to the compliance of the Property with the Program Requirements or other applicable laws. In no event or circumstance shall the Department's or the City's exercise or non-exercise of its discretion under this paragraph constitute, or be deemed or interpreted as constituting, any termination, limitation, alteration, or waiver of any right, benefit, or remedy under or with respect to this Property or this Declaration.

16. City and Owner Representations. As of the date of this Declaration: Owner represents and warrants to the Department and the City that: (1) Owner has sufficient interest in the Property to support the operation of the Development in accordance with the Program Requirements and this Declaration; (2) to Owner's actual knowledge and belief, there are no agreements, contracts, covenants, conditions, or exclusions to which Owner (or its predecessor in interest) is a party which would, if enforced, prohibit or restrict the use of the Property in accordance with the terms of this Declaration; (3) Owner and the City respectively have the full right and authority to enter into this Declaration; (4) this Declaration constitutes a valid and legally binding obligation on Owner and the City, enforceable in accordance with its terms; and (5) Owner is duly organized and authorized to do business in the State of California.

17. Amendment, Modification. Owner shall not amend, modify, waive, or release this Declaration, or any part of this Declaration, without the prior and express written consent of an authorized representative of the Department and the City, which consent may be withheld, conditioned, or delayed in the Department's and the City's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of the Department and the City shall be void.

Regulatory Agreement and Declaration of Restrictive Covenants
Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 11 of 18

591756v1

18. **Notice.** Any notice, report, or other communication required or permitted to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto. Any notice, report, or other communication required or permitted to be given hereunder shall also be given by electronic mail at the electronic mail addresses set forth below.

City: City Manager
City of Fresno
2600 Fresno St., Room 2156
Fresno, CA 93721

Copy to: City Attorney
City of Fresno
2600 Fresno St.
Fresno, CA 93721

Owner: President and Chief Executive Officer
Self-Help Enterprises
8445 West Elowin Court
Visalia, CA 93291

La Hacienda Mobile, LLC
8445 West Elowin Court
Visalia, CA 93291

Department: Homekey Program
Department of Housing and
Community Development
P.O. Box 952052
Sacramento, CA 94252-2502
multifamilygrants@hcd.ca.gov

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

19. Severability. Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

Regulatory Agreement and Declaration of Restrictive Covenants
Homekey+ Program
NOFA: 11/26/2024
Amended NOFA: 01/31/2025
Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC
Development: LA HACIENDA MOBILE ESTATES
Approved Date: 12/01/25
Prepared Date: 12/01/25
Page 12 of 18
591756v1

20. **Governing Law.** This Declaration shall be governed by and interpreted under the laws of the State of California.

21. **No Waiver.** The failure of any party to enforce any term, covenant, or condition of this Declaration on the date it is to be performed shall not be construed as a waiver of that party's right to enforce the same, or any other, term, covenant, or condition of this Declaration at any later date or as a waiver of any term, covenant, or condition of this Declaration.

22. **Recordation of Agreement.** This Declaration shall be recorded in the Official Records of the County of Fresno. After recordation, a conformed copy of the recorded Declaration shall be provided to the Department and the Owner. The Declaration shall be recorded, and shall remain, as a lien against the Property in first (1st) position senior to all deeds of trust, mortgages, declarations, covenants, or liens of record on the Property.

23. **HCD as Third-Party Beneficiary.** Explicit references made to the Department or HCD throughout this Declaration shall not be construed or interpreted to in any way limit the rights and remedies of HCD, as a third-party beneficiary of this Declaration. HCD, as a third-party beneficiary of this Declaration, has the right, but not the obligation, to enforce any part of the Declaration.

24. **Reporting Requirements.**

a. Upon execution of the Standard Agreement, the Owner or its successor in intestate shall submit a Homekey Program and Expenditure Report, as specified in Section 601 of the NOFA (the "Annual Report"), on or before March 31 of the calendar year following such execution, and annually thereafter, or for the next five (5) consecutive years, as determined by the City and the Department, in their sole and absolute discretion. The Annual Report shall be in such form and contain such information as required by the Department in its sole and absolute discretion. The report shall contain, at minimum, all of the following:

1. The amount of Grant Funds expended for the Development;
2. The location of any properties for which the Grant Funds are used;
3. The number and bed size of habitable housing units produced, or planned to be produced, using the Grant Funds;
4. The number and demographics of individuals housed, or likely to

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 13 of 18

591756v1

be housed, using the Grant Funds;

5. The number of units, and the location of those units, for which operating subsidies have been, or are planned to be, capitalized using the Grant Funds.
6. Any lessons learned from the use of the Grant Funds;
7. The proposed changes to the program to address lessons learned; and,
8. The total Development costs and total operating costs.

- b. Owner or its successor in intestate shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.
- c. The City and Owner shall ensure that the expenditure of Grant Funds is consistent with the requirements of the Program. HCD shall monitor the expenditures to ensure that those expenditures comply with this NOFA.
- d. Grantees receiving an Award for Veteran Assisted Units shall submit any additional information as requested by HCD or CalVet, including but not limited to staffing and training details, tenant demographic and veteran-oriented data, and tenant survey results.

25. Homeless Management Information System and Homeless Data Integration System. Owner shall support Continuum of Care participation in the statewide Homeless Data Integration System and disclose relevant data to the local Homeless Management Information System and other comparable data collection systems. All data shall be collected and disclosed in accordance with all federal and state privacy law.

26. Multiple Originals; Counterparts. This Declaration may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

27. Construction. This Declaration shall be construed according to its fair meaning as if prepared by all of the parties to this Declaration. The headings of the articles, sections, and paragraphs used in this Declaration are for convenience only and shall not be read or construed to affect the meaning or construction of

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 14 of 18

591756v1

any provision. When used in this Declaration, the terms “must” and “shall” denote a mandatory contractual obligation and are not permissive.

[signature page follows]

Regulatory Agreement and Declaration of Restrictive Covenants
Homekey+ Program
NOFA: 11/26/2024
Amended NOFA: 01/31/2025
Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC
Development: LA HACIENDA MOBILE ESTATES
Approved Date: 12/01/25
Prepared Date: 12/01/25
Page 15 of 18
591756v1

IN WITNESS WHEREOF, the parties have caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White, City Manager
(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:

ANDREW JANZ
City Attorney

By: Tracy N. Parvianian
Tracy N. Parvianian Date
Assistant City Attorney 12-22-25

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Name _____ Date _____
Deputy Clerk

Self-Help Enterprises, a California
nonprofit public benefit corporation

By: 
Thomas J. Collishaw, President
and Chief Executive Officer

By: 
David Ebenezer, Chief Financial Officer

La Hacienda Mobile, LLC, a California
limited liability company

By: Self-Help Enterprises, a California
nonprofit public benefit corporation

Its: Sole Member and Manager

By: 
Thomas J. Collishaw, President
and Chief Executive Officer

By: 
David Ebenezer, Chief Financial
Officer

Regulatory Agreement and Declaration of Restrictive Covenants
Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 16 of 18

591756v1

IN WITNESS WHEREOF, the parties have caused this Declaration to be signed by its duly authorized representative, as of the day and year first written above.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White, City Manager
(Attach notary certificate of acknowledgment)

APPROVED AS TO FORM:

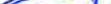
ANDREW JANZ
City Attorney

By: _____ Date _____
Tracy N. Parvianian
Assistant City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Name _____ Date _____
Deputy Clerk

Self-Help Enterprises, a California
nonprofit public benefit corporation

By: 
Thomas J. Collishaw, President
and Chief Executive Officer

By: David Ebenezer
David Ebenezer, Chief Financial Officer

La Hacienda Mobile, LLC, a California limited liability company

By: Self-Help Enterprises, a California
nonprofit public benefit corporation

Its: Sole Member and Manager

By: 
Thomas J. Collishaw, President
and Chief Executive Officer

By: David Ebenezer
David Ebenezer, Chief Financial
Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tulare)

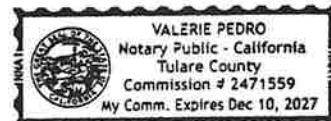
On December 18, 2025 before me, Valerie Pedro, Notary Public
(insert name and title of the officer)

personally appeared Thomas J. Collishaw,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Valerie Pedro (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tulare)

On December 18, 2025 before me, Valerie Pedro, Notary Public
(insert name and title of the officer)

personally appeared David Ebenezer,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Valerie Pedro (Seal)

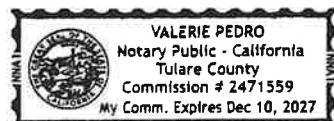


EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1: The West half of the Southeast Quarter of Lot 204 of Perrin Colony No. 2, in the County of Fresno, State of California, according to the amended Map thereof recorded in Book 4 Page 68 of Plats, Fresno County Records; EXCEPTING therefrom the East 10 feet thereof. Also excepting therefrom the mobilehome(s) located thereon.

Parcel 2: The West 70 feet of the East half of the East half of the South half and the East 10 feet of the West half of the East half of the South half of Lot 204 of Perrin Colony No. 2, in the County of Fresno, State of California, according to the amended Map thereof recorded in Book 4 Page 68 of Plats, Fresno County Records. Excepting therefrom the mobilehome(s) located thereon.

Parcel 3: The South half of the Northeast Quarter of Lot 204 of Perrin Colony No. 2, in the County of Fresno, State of California, according to the amended Map thereof recorded in Book 4 Page 68 of Plats, Fresno County Records, EXCEPTING THEREFROM the West 30 feet thereof. Also excepting therefrom the mobilehome(s) located thereon.

Parcel 4: Right of Way for Ingress and Egress over the East 30 Feet of the West 115 Feet and over the East 30 Feet of the West 244.5 Feet of the following described parcel: The West half of the Southeast half of Lot 204 of Perrin Colony No. 2, according to the Amended Map thereof recorded April 1, 1891 in Book 4, Page 68 of Plats, in the office of the county recorder of said county.

APNS: 408-050-04, 408-050-05, 408-050-09

Regulatory Agreement and Declaration of Restrictive Covenants
Homekey+ Program
NOFA: 11/26/2024
Amended NOFA: 01/31/2025
Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC
Development: LA HACIENDA MOBILE ESTATES
Approved Date: 12/01/25
Prepared Date: 12/01/25
Page 17 of 18
591756v1

EXHIBIT "B"

PERMANENT SUPPORTIVE HOUSING

Development Name: La Hacienda Mobile Estates					
Development Address: 104 East Sierra Avenue, Fresno, California 93710					
Assessor's Parcel Number: 408-050-04, 408-050-05, 408-050-09					
# of Bedrooms	% of Area Median Income	Total Units/Doors	Homekey+ Assisted Units	AMI Income Limit	Target Population or Subpopulation Restriction
1-Bedroom	30%	4	4	30%	Veterans Homeless
1-Bedroom	30%	4	4	30%	Veterans Homeless
1-Bedroom	30%	4	4	30%	Veterans At-Risk of Homelessness with a Behavioral Health Challenge
2-Bedroom	30%	1	1	30%	Veterans At-Risk of Homelessness with a Behavioral Health Challenge
2-Bedroom	30%	4	4	30%	Veterans At-Risk of Homelessness with a Behavioral Health Challenge
2-Bedroom	Manager	1	n/a	None	n/a
Totals:		18	17		

As Applicable to the Target Population.

Regulatory Agreement and Declaration of Restrictive Covenants

Homekey+ Program

NOFA: 11/26/2024

Amended NOFA: 01/31/2025

Grantee: CITY OF FRESNO, SELF-HELP ENTERPRISES, LA HACIENDA MOBILE, LLC

Development: LA HACIENDA MOBILE ESTATES

Approved Date: 12/01/25

Prepared Date: 12/01/25

Page 18 of 18

591756v1