

Exhibit "E"
Amendment I to HOME Declaration of
Restrictions

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Fresno
City Clerk
2600 Fresno Street, Room 2133
Fresno, CA 93721-3603

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

This First Amendment to the Declaration of Restrictions is recorded at the request of and for the benefit of the City of Fresno and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

CITY OF FRESNO

By: _____
Name: Georgeanne A. White
Its: City Manager
Date: _____

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

by and between

Dakota Fresco, LP,
a California limited partnership

and

CITY OF FRESNO,
a municipal corporation

regarding

Dakota Multifamily Housing Project
3787 N. Blackstone Avenue, Fresno, CA 93726
APN: 435-020-11

**FIRST AMENDMENT TO
Declaration of Restrictions**

This First Amendment is effective _____, 2025, and is entered into by and between the City of Fresno, a municipal corporation, acting through its Planning and Development Department - Housing and Community Development Division (CITY), and Dakota Fresno, LP, a California limited partnership (DECLARANT)

RECITALS

WHEREAS, the CITY and DECLARANT are parties to a _____, 2025, HOME Investment Partnerships Program Agreement (HOME Agreement) recorded on _____, 2025, as Instrument No. _____ in the Official Records of Fresno County, California to which the CITY, to further its goal to increase the supply of Affordable Housing within the City of Fresno, agreed to assist the DECLARANT by providing HOME Program funds, upon the terms and conditions in the HOME Agreement related to an affordable rental housing project to be funded, in part, with U.S. Department of Housing and Urban Development (HUD) HOME Program funds, upon HOME eligible property located at 3787 N. Blackstone Avenue, Fresno, California 93726, within the boundaries of the City of Fresno (APN: 435-020-11), as more particularly described in the HOME Agreement; and

WHEREAS, in connection with the HOME Agreement, the DECLARANT entered into a Declaration of Restrictions (Declaration) dated _____, 2025 in favor of the CITY;

WHEREAS, Section 11 of the Declaration allows the CITY and the DECLARANT to amend the Declaration by an executed written instrument; and

WHEREAS, the CITY and the DECLARANT desire to amend certain provisions of the Declaration as more particularly described in this First Amendment.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to the following:

1. Amendment of Section 2(a)(iii) is amended to read as follows: Three (3) HOME-Assisted Units constructed on the Project Property may be conveyed only to a natural person(s) whose annual Household income is not greater than 50% of the most recent annual area median income calculated and published by HUD for the FMSA applicable to such household size and eight (8) HOME-Assisted Units constructed on the Project Property may be conveyed only to natural person(s) whose annual Household income is not greater than 80% of the most recent annual area median income calculated and published by HUD for the FMSA applicable to such household size.
2. In the event of any conflict between the body of this First Amendment, and any exhibit or attachment hereto, the terms and conditions of the body of this First Amendment shall control and take precedence over the exhibit/attachment.

3. All capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the meanings assigned to such terms in the Declaration.
4. Except as expressly modified and amended hereby, the Declaration shall remain in full force and effect. From and after the effective date of this First Amendment, references in the Declaration to "this Declaration" shall mean the Declaration as hereby amended.
5. This First Amendment shall be conditional upon any/all required HUD approvals.

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IN WITNESS WHEREOF, the authorized agents of the parties hereto have executed this First Amendment, at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  _____ 6-11-2025
Name: Brent Richardson Date
Title: Deputy City Attorney

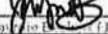
ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Name: _____
Title: Deputy City Clerk

Dakota Fresno LP,
a California limited partnership

BY: HOUSING ON MERIT XXVI LLC,
a California limited liability company,
Its Managing General Partner

By: Housing on Merit,
a California nonprofit public benefit corporation,
its Manager

By: 
Jaymie Beckett
Chief Executive Officer

BY: RHCB DAKOTA LLC,
a California limited liability company,
Its Co-General Partner

By: RHCB Development LP,
a California limited partnership,
its Manager

By: WRBH LLC,
a California limited liability company,
its General Partner

By: _____
Wayne Rutledge
Manager

BY: UP DAKOTA LLC,
a California limited liability company
Its Co-General Partner

By: UP Holdings, LLC,
an Illinois limited liability company,
dba UP Holdings California, LLC
its Sole Member

By: _____
Cullen J. Davis
Manager

(Notary certificate of acknowledgment attached)

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