

BK: 2024 PG: 537
Recorded: 3/13/2024 at 8:15:39.0 AM
Pages 2
County Recording Fee: \$12.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$15.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by, and when recorded return to, Michael K. Thibodeau, Iowa Finance Authority, 1963 Bell Avenue, Suite 200, Des Moines, IA 50315; (515) 452-0449.

Project: 22-20, The Historic Winterset High School Apartments

**AMENDMENT TO LAND USE RESTRICTIVE COVENANTS AGREEMENT
FOR LOW-INCOME HOUSING TAX CREDIT PROGRAM**

This Amendment to Land Use Restrictive Covenants Agreement for Low-Income Housing Tax Credit Program (“Amendment”) is entered into as of March 11, 2024, by and between WHSA, LLLP, an Iowa Limited Liability Limited Partnership, and its successor and assigns (“Owner”), and the Iowa Finance Authority, a public instrumentality and agency of the State of Iowa (“IFA”).

RECITALS

This Amendment is entered into upon the basis of the following facts and understandings of the parties:

- A. This Amendment pertains to that certain Land Use Restrictive Covenants Agreement for Low-Income Housing Tax Credit Program dated December 15, 2023, filed of record January 11, 2024, in Book 2024 at page 89, in the Official Records of the Recorder of Madison County, Iowa (“LURA”).
- B. Owner and IFA wish to correct Section 4. Term of Restrictions, paragraph (c)(ii) on Page 6, of the LURA to remove the paragraph.
- C. Owner and IFA wish to reconfirm the terms, provisions, conditions, restrictions and covenants of the LURA entered into.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the parties hereby agree as follows:

- 1. Section 4. Term of Restrictions, paragraph (c)(ii) on Page 6, of the LURA is hereby deleted in its entirety and replaced by insertion of “Reserved”.
- 2. All terms, provisions, conditions, restrictions and covenants of the LURA not expressly modified herein remain in full force and effect, without waiver or amendment. This Amendment and the LURA shall be read together, as one document.
- 3. Owner acknowledges receipt of a copy of this Amendment signed by the parties hereto.

-Remainder of Page Intentionally Blank-

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates written below written.

WWSA LLLP, as Owner

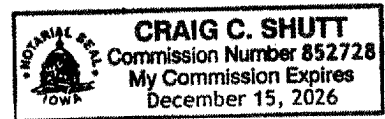
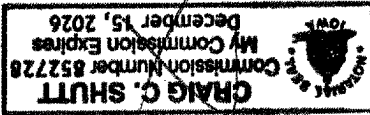
By: Winterset High School Flats LLC, an Iowa Limited Liability Company
Its: General Partner

By: [Signature]
Printed Name: Michael Kiernan
Its: Managing Member

STATE OF IOWA)
)§
COUNTY OF POLK)

This instrument was acknowledged before me on this 11 day of March 2024, by Michael Kiernan as Managing Member of Winterset High School Flats LLC, its General Partner, an Iowa limited liability company, the General Partner of WWSA, LLLP on behalf of which the record was executed.

[Signature]
Notary Public in and for State of Iowa,
County of Polk (STAMP/SEAL)



IOWA FINANCE AUTHORITY

BY: [Signature]
Brian D. Sullivan, Chief Programs Officer

STATE OF IOWA)
)§
COUNTY OF POLK)

This instrument was acknowledged before me on this 12th day of March, 2024, by Brian D. Sullivan, as Chief Programs Officer of the Iowa Finance Authority.

[Signature]
Notary Public in and for the State of Iowa
(STAMP/SEAL)

