

BK: 2025 PG: 1287
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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

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

This Second Amendment to Land Use Restrictive Covenants Agreement for Low-Income Housing Tax Credit Program ("Second Amendment") is entered into as of May 5, 2025, 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 Second Amendment is entered into upon the basis of the following facts and understandings of the parties:

- A. This Second Amendment pertains to that certain Land Use Restrictive Covenants Agreement for the Low-Income Housing Tax Credit Program dated December 15, 2023, filed of record January 11, 2024, in Book 2024 at page 89, of the Official Records of the Recorder of Madison County, Iowa ("LURA") as amended by the Amendment to Land Use Restrictive Covenants Agreement for the Low-Income Housing Tax Credit Program dated March 11, 2024, and filed of record March 13, 2024 in Book 2024 at page 537 of the Official Records of the Recorder of Madison County, Iowa ("First Amendment").
- B. Owner and IFA wish to correct Exhibit B of the LURA to amend the minimum applicable fraction.
- 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. Exhibit B of the LURA is hereby amended by revising the minimum applicable fraction from 88.41% to 88.89%.
- 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 Second Amendment, the LURA, and the First Amendment shall be read together, as one document.
- 3. Owner acknowledges receipt of a copy of this Second Amendment signed by the parties hereto.

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

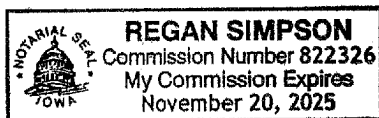
OWNERSHIP ENTITY: WHSA LLLP, an Iowa Limited Liability Limited Partnership

By: Winterset High School Flats LLC, its General Partner

By: *Ryan Galloway*
Printed Name: Ryan Galloway
Its: Managing Member

STATE OF IOWA }
 }
COUNTY OF POLK }

This instrument was acknowledged before me on this 21st day of May, 2025, by Ryan Galloway as Managing Member of Winterset High School Flats LLC, an Iowa limited liability company, the General Partner of WHSA LLLP, an Iowa limited liability limited partnership, on behalf of which the record was executed.



Regan Simpson
Notary Public in and for State of IA,
County of Polk
(STAMP/SEAL)

IOWA FINANCE AUTHORITY

BY: *Brian D. Sullivan*
Brian D. Sullivan,
Chief Programs Officer for the Community Sustainability Division

STATE OF IOWA)
)
COUNTY OF POLK)

This instrument was acknowledged before me on this 27th day of May, 2025 by Brian D. Sullivan, as Chief Programs Officer for the Community Sustainability Division of the Iowa Finance Authority.

Cynthia Kulisky
Notary Public in and for the State of Iowa
(STAMP/SEAL)

