

USE AGREEMENT
FOR "OTHER HUD-ASSISTED SENIOR HOUSING"

This Agreement entered into this _____ day of _____, 20__ by and between _____ (herein called "Owner") and the Secretary of Housing and Urban Development, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner (herein called "HUD"),

Witnesseth:

WHEREAS, the United States Department of Housing and Urban Development is directed, pursuant to Section 811 of the American Homeownership and Economic Opportunity Act of 2000 (AHEO Act), as amended by Public Law 111 - 372, to permit the Owner of a Section 202 Direct Loan to prepay Section 202 direct loans; and

WHEREAS, in consideration of the promise to permit the prepayment of the Section 202 Direct Loan, Owner agrees to implement this Use Agreement for the "other HUD-assisted senior Housing", as authorized by the AHEO Act, as amended by Public Law 111 - 372.

The "other HUD-assisted senior housing" (Project) shall be identified as the premises located at

NOW THEREFORE, the parties agree as follows:

1. Owner, for itself, its successors and assigns, covenants with HUD that Owner will comply with certain provisions contained with the American Homeownership and Economic Opportunity Act of 2000, as amended by Public Law 111-372. Specifically, Owner agrees to that the proceeds from the refinancing of the Section 202 Direct Loan will be used in the provision of **affordable rental housing and related social services for elderly persons** for the Project.

2. This Use Agreement shall expire on _____.
3. The Project shall at all times comply with the requirements of the particular HUD-assisted senior housing program existing at the Project, including any applicable Regulatory Agreement, HUD statutory, regulatory and administrative requirements.
4. In the event of a breach or a threatened breach of any of the above covenants and agreement by the Owner, HUD and/or any tenant as a third-party beneficiary shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which violate such covenants and agreements. HUD and/or any tenant as a third-party beneficiary may also seek an award of damages and/or other relief as may be appropriate.
5. Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Use Agreement shall be recorded in the appropriate land records.
6. Ownership of the project will at all times be controlled by a "private nonprofit organization", as defined in 12 U.S.C. 1701q(k)(4). This definition includes a for-profit limited partnership entity of which the general partner is a: (1) private nonprofit affordable housing provider; (2) for profit corporation wholly owned and controlled by one or more private non-profit affordable housing provider; or (3) a limited liability company wholly owned and controlled by one or more private non-profit affordable housing provider.
7. Owner will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, handicap, familial status or national origin, including the Fair Housing Act of 1968, as amended.