

*Above space is intentionally blank for recording data*

---

Prepared by and return to:

Philadelphia Housing Development Corporation  
1234 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19107  
Attn: Legal Division

Tax Parcel ID:

DECLARATION OF RESTRICTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 and effective \_\_\_\_\_, 2023, by Old First House LP ("**Tenant**"), a Pennsylvania limited partnership, the general partner of which is OFH Ventures, Inc., a Pennsylvania non-profit corporation with an address of c/o Community Ventures, 1501 Cherry Street, Philadelphia, Pennsylvania 19102 joined by The Minister, Trustees, Elders and Deacons of the German Reformed Congregation in the City of Philadelphia in the Province of Pennsylvania ("**Owner**").

WITNESSETH:

WHEREAS, Owner owns certain real estate on a portion of land located at 322-40 Race Street, Philadelphia, Pennsylvania and being more fully described in Exhibit "A" attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, Tenant shall lease the Property from Owner under the terms of a certain long term ground lease substantially even date herewith, a memorandum of which shall be recorded in the Department of Records for the City of Philadelphia prior to the recording of this Declaration ("**Lease**"); and

WHEREAS, Tenant desires to construct certain improvements on the Property which will include thirty-four (34) rental housing units for occupancy by low-income residents (the "**Residential Units**"); and

WHEREAS, Tenant requires financial assistance to undertake said construction;  
and

WHEREAS, the Philadelphia Housing Development Corporation ("**PHDC**"), a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 1234 Market Street, 16<sup>th</sup> Floor, Philadelphia, Pennsylvania, 19107, has agreed to provide such financial assistance; and

WHEREAS, said assistance will be in the form of a loan evidenced by Tenant's note (the "**Note**"), bearing even date, wherein Tenant is maker and PHDC is payee, secured by a mortgage (the "**Mortgage**") on Tenant's leasehold interest in the Property;  
and

WHEREAS, PHDC will provide said assistance only if the Property is subject to certain conditions and restrictions; and

WHEREAS, Owner and Tenant desire to subject the Property to the restrictions and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, Owner and Tenant hereby declare that from this date forward the Property is and shall be held, transferred, sold, conveyed, used, occupied, and encumbered subject to the conditions and restrictions set forth below as if said covenants were set forth in the deed by which Owner acquired title to the Property and in the Lease by which Tenant acquired its leasehold interest in the Property, and said conditions for all purposes shall be deemed to run with the land:

1. For a period of forty (40) years from the date of initial occupancy of the Property or until the Note is paid in full, whichever is later (the "**Compliance Period**"), the following occupancy requirements (the "**Occupancy Requirements**") shall apply to the Residential Units:

A. At least seven (7) of the Residential Units (the "**Very Low-Income Units**") must be occupied by families whose annual incomes do not exceed fifty percent (50%) of the median family income for the area, as determined by the U.S. Department of Housing and Urban Development ("**HUD**"); and

B. The remaining Residential Units must be occupied by families whose annual incomes do not exceed sixty percent (60%) of the median family income for the area, as determined by HUD.

2. If a tenant no longer meets the Occupancy Requirements, the tenant may continue to occupy their unit provided that the tenant pays as rent an amount not less than thirty percent (30%) of the family's adjusted income, except that tenants of units that have been allocated low-income housing tax credits by the Pennsylvania Housing Finance Agency

pursuant to Section 42 of the Internal Revenue Code of 1986, as amended, ("**Section 42**") must pay rent governed by Section 42.

3. During the Compliance Period, the following rental limits (the "**Rental Limits**") shall apply to the tenant portion of the gross or total rent, which is the contract rent plus allowable utilities or the allowable utility allowance, for the Residential Units:

A. The tenant portion of the gross or total rent for the Very Low-Income Units cannot exceed thirty percent (30%) of the annual income of a family whose income equals fifty percent (50%) of the median income for the area, as determined by HUD;

B. The tenant portion of the gross or total rent for the for the remaining Residential Units cannot exceed the lesser of:

i. The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; and

ii. Thirty percent (30%) of the adjusted income of a family whose annual income equals sixty-five percent (65%) of the median income for the area, as determined by HUD.

5. During the Compliance Period, Owner and Tenant will not discriminate against any tenant or prospective tenant on the basis of the tenant's receipt of, or eligibility for, housing assistance under any federal state or local housing assistance program.

6. During the Compliance Period, the Property must be decent, safe, sanitary, and in good repair and maintained in compliance with all applicable housing quality standards and code requirements of the City of Philadelphia ("**City**") and the Commonwealth of Pennsylvania.

7. Owner and Tenant shall not discriminate on the basis of race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information, domestic or sexual victim status, or Human Immunodeficiency Virus infection in the sale, lease, rental, or in the use or occupancy of the Property or any improvements to be erected thereon.

8. Owner and Tenant, for themselves, and their respective successors and assigns, agree, intend, declare, and covenant (A) that the covenants, conditions, and restrictions contained in this Declaration (i) are COVENANTS RUNNING WITH THE LAND AND THE PROPERTY; (ii) are binding upon the Owner's and Tenant's successors and assigns and all subsequent owners of the Property; (iii) are not merely personal covenants of Owner and Tenant; and (iv) are for the benefit of the Lender; and (B) that in any deed conveying the Property, or any part thereof, the covenants,

conditions, and restrictions contained in this Declaration shall be incorporated by reference into the aforementioned deed as fully as they are contained in this Declaration.

9. In addition to any other remedies to which it may be entitled to under law or in equity, PHDC, its successors and assigns, the City, and the United States of America shall be entitled to enforce specific performance of the conditions and restrictions contained herein.

10. Upon the occurrence of any default hereunder, concurrently with such notice to Owner, notice of such default shall also be provided to the Pennsylvania Housing Finance Agency at the following address: Pennsylvania Housing Finance Agency, 211 North Front Street, Harrisburg, Pennsylvania 17101, Attention: Legal Department, [ChiefCounselPHFA@phfa.org](mailto:ChiefCounselPHFA@phfa.org)

(Signature pages to follow)



**OWNER**

The Minister, Trustees, Elders and Deacons of the  
German Reformed Congregation in the City of  
Philadelphia in the Province of Pennsylvania

By: \_\_\_\_\_

Name:

Title:

Commonwealth of Pennsylvania :

County of Philadelphia :

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a notary public for  
the Commonwealth of Pennsylvania, the undersigned officer, personally appeared  
\_\_\_\_\_ who acknowledged himself/herself to be the  
\_\_\_\_\_ of The Minister, Trustees, Elders and Deacons  
of the German Reformed Congregation in the City of Philadelphia in the Province of  
Pennsylvania, a corporation and that he/she, as such officer and being authorized to do  
so, executed the foregoing document for the purposes therein contained by signing the  
name of the corporation as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

(Signature page to PHDC Declaration-Owner)

EXHIBIT A  
LEGAL DESCRIPTION