

COB - BOSAIR FORM

08/26/2025 1:36 PM (MST)

Submitted by Sofia Blue@pima.gov



Welcome to the [Board of Supervisors Agenda Item Report \(BOSAIR\)](#) Form.

This form is used to submit agenda items for Board of Supervisors consideration, including contracts, awards, grants, amendments, and other official actions.

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO CWD 2400017630

Award Type: Contract

Requested Board Meeting Date: 09/16/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: Habitat for Humanity Tucson

Project Title / Description: Mars Landing

Purpose: In support of Board of Supervisors Policy- Prosperity Initiative priorities 1-3 this Gap Funding Agreement among Pima County and Habitat for Humanity Tucson is to effectuate the award of \$1,000,000.00 in gap funding from the Regional Affordable Housing allocation toward the Mars Landing homeownership project. The Project consists of a total of 30 affordable homes located at 4440 W. Mars Street, Tucson, Pima County.

Procurement Method: Other

Insert additional Procurement Method info, if applicable: CWD-RFP-AHF-RFP-02-2023

Program Goals/Predicted Outcomes: The project consists of the construction of 30, 3 bedroom, 1,280 square feet new homes in unincorporated Pima County, an undeveloped parcel in Northwest Tucson with adjacent access to the Interstate that is presently owned by Habitat Tucson. Unlike typical affordable housing programs with waiting lists, Habitat Tucson begins each site-specific project with a cohort of low-income families who have completed the application process. Outreach to potential homebuyers is county-wide and ongoing. Habitat Tucson has a multi-media marketing platform, conducts tabling at community events, participates in community planning processes and regularly makes presentations to key organizations working with low and very low-income residents. Marketing materials are strategically placed in libraries, at schools, in churches, and at community centers in addition to promotion through local media targeting low-income communities in need of housing. Existing Habitat Tucson homeowners are the number one source of referring potential home buyers to the Habitat program. Anyone inquiring about a Habitat home is invited to participate in an Information session as the first step in the home buying journey.

Public Benefit and Impact:

Pima County will increase the supply of affordable housing available to low-income

TO: (OB, 9-3-25(1))
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homebuyers.

Budget Pillar

- Improve the quality of life

Support of Prosperity Initiative:

1. Increase Housing Mobility and Opportunity

Provide information that explains how this activity supports the selected Prosperity Initiative

Increase the supply of housing by prioritizing practices and investments that focus on families with children and result in diverse housing types and prices in neighborhoods, ensuring affordable housing options are available throughout Pima County, especially in low poverty areas.

Metrics Available to Measure Performance:

Homes will remain affordable to families at or below 80% of the area median income (AMI) for a minimum of 30 years secured through restrictive covenant.

Retroactive:

NO

Contract / Award Information

Record Number: PO CWD 2400017630

Document Type: PO

Department Code: CWD

Contract Number: 2400017630

Commencement Date: 09/16/2025

Termination Date: 08/31/2027

Total Expense Amount:

\$1,000,000.00

Total Revenue Amount:

\$0.00

Funding Source Name(s) Required: General Fund

Funding from General Fund?

YES

If Yes Provide Total General Funds:

\$1,000,000.00

Percent General Funds 100

Contract is fully or partially funded with Federal Funds?

NO

Were insurance or indemnity clauses modified?

NO

Vendor is using a Social Security Number?

NO

Department:

Community and Workforce Development

Name:

Sofia Blue

Telephone:

520-724-7312

Department Director Signature:

 DEPUTY DIRECTOR

Date:

8/26/25

Deputy County Administrator Signature:



Date:

8/28/2025

County Administrator Signature:



Date:

8/29/2025

Pima County Department of Community Workforce Development

Project: Mars Landing

Contractor: Habitat for Humanity Tucson

Amount: \$1,000,000.00

Contract No.: PO2400017630

Funding: General Fund

AFFORDABLE HOUSING GAP FUNDING AGREEMENT

Background and Purpose

- A. As part of Pima County's ("County") fiscal year ("FY") 2023-24 budget, the Pima County Board of Supervisors ("Board") allocated \$5 million toward increasing affordable housing in Pima County. The Board appointed a Pima County Regional Affordable Housing Commission ("Commission") to study and make recommendations on how to expend that funding. Among the Commission's recommendations was using the remaining balance from FY 2022-23 and FY 2023-24 allocation, totaling \$6.875 million to provide "gap funding" for development or preservation of affordable housing.
- B. County staff, with Commission comment and approval, developed and issued a Request for Proposals ("RFP"), CWD-RFP-AHF-RFP-02-2023, to solicit proposals for projects to seek gap funding. Twenty-one proposals were received, seeking a total of \$15,645,977.22 in funding. The proposals were scored by a panel with expertise in diverse areas, including housing, development, community development, and finance based on criteria set forth in the RFP. The panel also included Commission representation from a non-conflicted commissioner. The panel recommended funding ten projects: (1) West Point Apartments, La Frontera Partners, \$1 million; (2) Belvedere Terrace, LP, Newport SW LLC., \$1 million; (3) Desert Dove Apartments, GHK Properties, LLC., \$1 million; (4) The Safford, Marana Leased Housing Associates, LLLP, Dominion, \$1 million; (5) Tucson House, City of Tucson, \$1 million; (6) Emery Park Place, Family Housing Resources, \$750,000.00; (7) El Camino Affordable Housing, Casa Maria, Compass Affordable Housing, \$375,000.00; (8) Barrio Anita Casitas, Pima County Community Land Trust, \$234,316.00; (9) Rio Azul Apartments, Southwest Nonprofit Housing Corporation, \$1 million; and (10) Mars Landing, Habitat for Humanity Tucson, \$1 million.
- C. The Commission unanimously endorsed staff's recommendations. On March 5, 2024, the Board approved staff's and the Commission's recommendations, awarding funding to the ten recommended projects in the amounts requested.
- D. This Gap Funding Agreement ("Agreement") is among Pima County and Habitat for Humanity Tucson, Inc., ("Owner"), (collectively, "the Parties") to effectuate the

award of \$1,000,000 in gap funding ("Gap Funding"), toward Mars Landing Development ("Project").

- E. Owner submitted a Gap Funding Application for the use of County funds for on-site costs associated with land development for the Project.
- F. The Project consists of a total of 30 affordable multifamily homes located at 4440 W. Mars Street, Tucson, Pima County. The Project is situated on sixteen (16) parcels identified by Pima County Assessor Parcel Number(s) 225-36-0520; 225-36-0530, 225-36-0540, 225-36-0550, 225-36-0560, 225-36-0570, 225-36-0580, 225-36-0590, 225-36-0600, 225-36-0610, 225-36-0620, 225-36-0630, 225-36-0640, 225-36-0650. The two common area parcels are 225-36-0660 and 225-36-0670.
- G. In December 2024, Owner completed a Comprehensive Plan Amendment and rezoning required for the Project, final development package is completed. Home construction is on 24-month timeline and is estimated to start in August 2025. A description of the Project is attached as **Exhibit A**, and a map depicting the Project is attached as **Exhibit B**.

Agreement

- 1. **Term.** This Agreement commences on September 16, 2025 and terminates on August 31, 2027 unless further extended by written contract amendment approved by the County. Notwithstanding this section, Sections 4, 7, and 8 of this Agreement survive termination and remain in effect so long as the affordability restrictions remain in effect.
- 2. **Payment and Terms of Gap Funding.**
 - 2.1. Gap Funding Total. County will pay the Owner an amount not to exceed \$1,000,000.
 - 2.2. Timing of Invoices. Unless otherwise agreed, the Owner will submit invoices on the template provided by County for the period in which Owner delivered the invoiced products or services.
 - 2.3. Content of Invoices. All invoices will be accompanied by description of the work performed during the period covered by the invoice, time accounting information and an allocation of all direct costs, including reimbursable costs to County. Owner's charges must be supported by appropriate documentation with each separate invoice submitted. Owner will provide a project narrative as it applies to the project timeline with each invoice.
 - 2.4. Invoice Adjustments. The Owner applied for Gap funding for project costs. County will adjust invoices at a reimbursement rate of not less than 90% until the project meets half of their construction timeline. After the halfway milestone is reached, the County will adjust its reimbursement rate to 95%.

- 2.5. County Review. County will review the invoice and, within **10** days, either approve it or reject it. If approved, County will pay the Owner the amount requested within **30** days of the date of the invoice. If rejected, County will provide Owner with a written response including the reasons for the rejection, and the Parties may submit a new invoice to correct any deficiencies.
- 2.6. After Project completion. Owner will submit a final invoice for the remaining Gap Funding. The Owner must include with the final invoice documentation demonstrating full Project completion, including final Certificates of Occupancy issued by appropriate jurisdiction. County will review the invoice and, within 10 days, either approve it or reject it. If approved, County will pay the Owner the amount requested within 30 days of the date of the invoice. If rejected, County will provide Owner with a written response including the reasons for the rejection, and Owner may submit a new invoice to correct any deficiencies.
3. **Affordability Restriction.** No later than 30 days after this Agreement is fully executed, Owner will record an Affordable Housing Restrictive Covenant and Declaration of Covenants, Conditions and Restrictions against the Project Property in substantially the forms attached as **Exhibit C and Exhibit D**. Owner will provide copies of the recorded covenants to the County. As homes are sold to income qualified homebuyers, Habitat will execute a 30-year affordability agreement known as the HFHT Resale Declaration with the homebuyer. In the event of a resale, the new home buyer will be required to assume the remaining term of the affordability period until the 30-year period is completed.
4. **Enforcement.** County may enforce the Affordability Restrictions in accordance with their terms at any time during which they are in effect.
5. **Marketing Plan.** Owner will market the Project in accordance with the previously submitted Marketing Plan.
6. **Assignment.** Owner may not assign its obligations under this Agreement without County's written consent, which will not be unreasonably withheld.
7. **Insurance.** The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit, the indemnity covenants contained in this Agreement. Owner's insurance shall be placed with companies licensed in the State of Arizona and the insured shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Owner from potential insurer insolvency.
 - 7.1. Minimum Scope and Limits of Insurance. Owner shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Owner from liabilities that arise out of the performance of the work under this Agreement. If necessary, Owner may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

- 7.1.1. Property. Commercial Property insurance with coverage at least as broad as ISO form CP 00 01, covering full replacement cost of real property up to insurance limits.
- 7.1.2. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- 7.1.3. Business Automobile Liability. Waived.
- 7.1.4. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease. Sole Proprietor: The Workers' Compensation requirement shall not apply to a contractor that is exempt under A.R.S. § 23-901, and when such contractor executes the appropriate "Pima County Sole Proprietor/Independent Contractor Waiver Form".
- 7.1.5. Claims-Made Insurance Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Owner must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- 7.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
 - 7.2.1. Additional Insured. The General Liability Policy shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Owner.
 - 7.2.2. Subrogation. The General Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Owner.
 - 7.2.3. Primary Insurance. The Owner's policies shall stipulate that the insurance afforded the Owner shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.
 - 7.2.4. Insurance provided by the Owner shall not limit the Owner's liability assumed under the indemnification provisions of this Agreement.
- 7.3. **Notice of Cancellation**. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is

sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

- 7.4. **Verification of Coverage.** Owner shall furnish Pima County with certificates of insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.

7.4.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Agreement must be in effect at, or prior to, commencement of work under this Agreement. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

7.4.2. All certificates required by this Agreement shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Agreement at any time.

- 7.5. **Approval and Modifications.** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Agreement amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Owner, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

8. **Indemnification.** To the fullest extent permitted by law, Owner will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Owner or any of Owner's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Owner to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Owner from and against any and all Claims. Owner is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

9. **Laws and Regulations.**

- 9.1. Compliance with Laws. Owner will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 9.2. Licensing. Owner individually warrants that it is appropriately licensed to provide the services under this Agreement and that its general contractor and their subcontractors will be appropriately licensed.
- 9.3. Choice of Law - Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
10. **Independent Contractor**. Owner is an independent contractor. Neither Owner nor, their officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Owner is responsible for paying all federal, state and local taxes on the compensation received by them under this Agreement and will indemnify and hold County harmless from any and all liability that County may incur because of their failure to pay such taxes.
11. **Subcontractors**. Subject to that certain A102 – 2017 Standard Form of Agreement between Owner and Contractor dated as of September 16, 2025 by and between Owner and Contractor, Owner is responsible for all acts and omissions of the general contractor, and of persons directly or indirectly employed by the general contractor, and of persons for whose acts any of them may be liable, to the same extent that the Owner is responsible for the acts and omissions of its own employees. Nothing in this Agreement creates any obligation on the part of County to pay or see to the payment of any money due the general contractor or any subcontractor, except as may be required by law.
12. **Non-Discrimination**. Owner will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Owner will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act**. Owner will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract**. Owner warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Owner or any third party by reason of such determination or by reason of this Agreement.
15. **Full and Complete Performance**. The failure of any party to insist, in one or more instances, upon another party's complete and satisfactory performance under this Agreement, or to take any action based on another party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Agreement, either in the past or in the future. The acceptance by either party of

sums less than may be due and owing it at any time is not an accord and satisfaction.

16. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
17. **Termination by County.** County may terminate this Agreement if Owner fails to cure a default under this Agreement after more than 30 days after written notice of the default from County (or for a longer period as may be reasonable required under the circumstances to cure the violation, provided that Owner, whichever is in default, has commenced the cure within the initial 30-day period and thereafter diligently pursues the cure to completion).
18. **Remedies.** Any party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
19. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
20. **Books and Records.** Owner will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Owner will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
21. **Public Records.**
 - 21.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
 - 21.2. Records Marked Confidential; Notice and Protective Order. If Owner reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Owner must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Owner of the request as soon as reasonably possible. County will release the records 30 days after the date of that notice, unless Owner has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be financially responsible in any way for any costs associated with securing such an order.

22. Legal Arizona Workers Act Compliance.

22.1. Compliance with Immigration Laws. Owner hereby warrants that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Owner will further ensure that each subcontractor who performs any work under this Agreement likewise complies with the State and Federal Immigration Laws.

22.2. Books & Records. County has the right at any time to inspect the books and records of Owner and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

22.3. Remedies for Breach of Warranty. Any breach of Owner's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Owner to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Owner will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Owner.

22.4. Subcontractors. Owner will advise each subcontractor to advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 23 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to

Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

23. **Notices.** Any notice required or permitted to be given under this Agreement must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Owner:

Daniel Sullivan
Director, Pima County Community
& Workforce Development
2797 W. Ajo Way, 3rd Floor
Tucson, AZ 85713

Charlie Buchanan
Chief Executive Officer
Habitat for Humanity Tucson, Inc.
3501 N. Mountain Ave
Tucson, AZ 85719

Any party may update its contact for purposes of notices in writing at any time.

24. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Owner engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Owner individually certifies that it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
25. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Owner engages in for-profit activity and have 10 or more employees, Owner individually certifies that it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Owner becomes aware during the term of the Agreement that it is not in compliance with A.R.S. § 35-394, it must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
26. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, the Owner hereby warrants that if the employees of the Owner's subcontractor perform work in an outdoor environment under this Agreement, the Owner will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At the County's request, the Owner will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by the Owner to prevent heat-related illnesses and injuries in the workplace. The Owner will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. The Owner will further ensure that its general contractor and each of the general contractor's subcontractors that perform any work for the Owner under this Agreement complies with this provision.
27. **Amendments.** The parties may modify, amend, alter or extend this Agreement only by a written amendment signed by the parties.
28. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument.
29. **County Recognition.** Owner will, at its cost, acknowledge Pima County Gap Funds contribution in a form approved by County. Acceptable forms of recognition may

include, but not limited to, signs, permanent plaques, press releases and recognition at opening ceremonies. Inclusion of Pima County logo on signs, press releases and advertisements may also list member names from Board of Supervisors and County Administration if applicable. County will provide County-approved logo artwork for placement on any sign or printed material.

30. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Agreement supersedes all prior or contemporaneous agreements and understandings, oral or written.

The remainder of this page is intentionally left blank.

Signatures only on following page.

PIMA COUNTY:

OWNER:

**HABITAT FOR HUMANITY TUCSON, INC.
BY**

Rex Scott
Chair, Board of Supervisors

Authorized Officer Signature

Date

PRINTED NAME AND TITLE

Date

ATTEST

Clerk of the Board

Approved as to Form:



Deputy County Attorney

PIMA COUNTY:

Rex Scott
Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

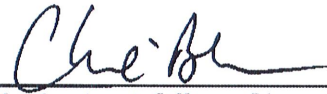
Approved as to Form:



Deputy County Attorney

OWNER:

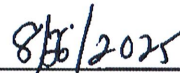
**HABITAT FOR HUMANITY TUCSON, INC.
BY**



Authorized Officer Signature



PRINTED NAME AND TITLE



Date

Exhibit A – Description of Project

The project consists of the construction of 30, 3 bedroom, 1,280 square feet new homes in unincorporated Pima County, an undeveloped parcel in Northwest Tucson with adjacent access to the Interstate that is presently owned by Habitat Tucson called **Mars Landing**. Located within unincorporated Pima County on the north side of W. Mars Street, west of N. Oldfather Drive and east of N. Camino de Oeste, this property is nestled in an established community close to schools, support services, transportation, and employment.

In 2024 Habitat purchased the site which consisted of sixteen (16) parcels comprising a total of 4.77 acres of land known as Mars Landing. The property includes lots 1 through 14 and common areas “A” and “B” of the Mars Landing Final Plat (the “Plat”).

Pima Prospers recognizes that the County’s population is changing, and its policies emphasize in-fill development and affordability. It is important to offer a variety of housing options to meet the needs and preferences of the County’s diverse population. With this project, Habitat will help meet these policy goals by targeting a segment of the population that is historically underserved. Habitat is working to develop a residential homeownership project that aligns with our mission to expand homeownership offerings within the community at Mars Landing. The property was designated as medium low density urban within the Comprehensive Plan, which required an amendment to the Comprehensive Plan to allow the proposed density to achieve 30 residential lots. Habitat worked with Pima County Planning, a private consultant and the local community to successfully complete the Comprehensive Plan Amendment and rezoning, which was approved by the County Board of Supervisors on December 3, 2024, in order to change the property from CR-3 to CR-4 which supports a variety of residential products including single family, duplexes, townhomes and apartments. Habitat’s intended use will be 30 single-story homes developed as duplexes, sold to individual owners with common areas and onsite recreation, as illustrated in the new Preliminary Plat included at Exhibit B.

Unlike typical affordable housing programs with waiting lists, Habitat Tucson begins each site-specific project with a cohort of low-income families who have completed the application process. Outreach to potential homebuyers is county-wide and ongoing. Habitat Tucson has a multi-media marketing platform, conducts tabling at community events, participates in community planning processes and regularly makes presentations to key organizations working with low and very low-income residents. Marketing materials are strategically placed in libraries, at schools, in churches, and at community centers in addition to promotion through local media targeting low-income communities in need of housing. Existing Habitat Tucson homeowners are the number one source of referring potential home buyers to the Habitat program. Anyone inquiring about a Habitat home is invited to participate in an Information session as the first step in the home buying journey.

Exhibit B – Depiction of Project (1 page)

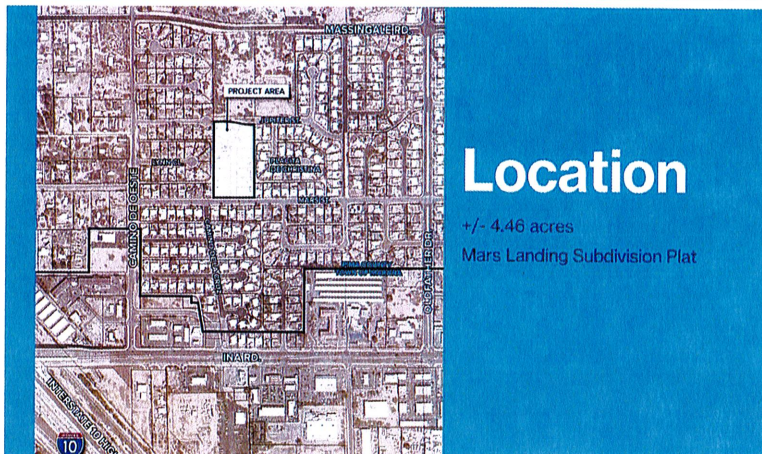
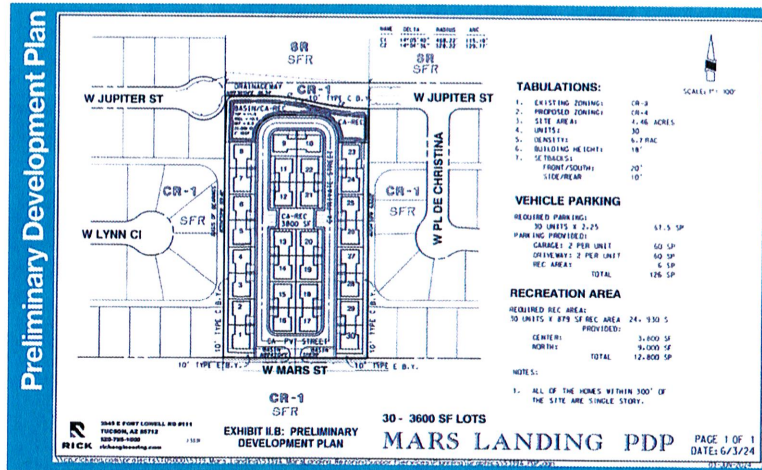


Exhibit C – Affordable Housing Restrictive Covenant (9 pages)

When Recorded, Please Return To:

Director, Pima County Community & Workforce Development
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713-6223

AFFORDABLE HOUSING RESTRICTIVE COVENANT

1. Background and Purpose.

- 1.1. Pima County ("County") and Habitat for Humanity Tucson, Inc., ("Owner") have entered into an Affordable Housing Gap Funding Agreement ("Agreement"), Pima County Contract No. PO2400017630. Under that Agreement, County provided \$1,000,000 in funding ("Gap Funding") to complete an affordable-housing project, Mars Landing Development ("Project"), subject to, among others, the requirement that the Project remain affordable for a period of 30 years ("County Affordability Period"). The Project is also subject to affordability restrictions tied to other funding sources
- 1.2. The Project consists of 30 affordable multifamily homes located at 4440 W. Mars Street, Tucson, Pima County. Project is situated on sixteen (16) parcels identified by Pima County Assessor Parcel Number(s) 225-36-0520; 225-36-0530; 225-36-0540; 225-36-0550; 225-36-0560; 225-36-0570; 225-36-0580; 225-36-0590; 225-3600; 225-36-0610; 225-36-0620; 225-36-0630; 225-36-0640; 225-36-0650; 225-36-0660; 225-36-0670 located on a parcel of land, described in **Exhibit C-1**.
- 1.3. In order to effectuate the County Affordability Restriction, County and Owner (collectively, "Parties") desire to enter into this Affordable Housing Restrictive Covenant ("Covenant") to be recorded against the Project Property to ensure that any subsequent sale of the Project Property would be subject to the County Affordability Period.

2. Use Restrictions. The Project Property will be subject to the following covenants and restrictions (collectively the "Affordability Restrictions") regulating and restricting the use and transfer of the Project Property, commencing on the date hereof. These restrictions shall be covenants running with the land and will bind Owner and their respective successors and assigns as set forth in this Covenant.

- 2.1. **Residential Use.** Owner will cause all occupants to use the Property only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable state and local zoning laws.

- 3. Term and termination.** This Covenant takes effect upon its recordation and, unless earlier terminated by written consent of all Parties or through foreclosure, deed in lieu of foreclosure, or exercise of the power of sale under any senior Deed of Trust and terminates 30 years after the date of recordation.
- 4. Affordability Restrictions.**
- 4.1. All 30 multifamily homes comprising the Project must be sold to low-income families who have completed eligibility for homeownership.
 - 4.2. Before expiration of the County Affordability Period, all 30 multifamily homes comprising the Project must be sold to homeowners whose household income does not exceed 80% of the area median income ("AMI") for Pima County, as determined and promulgated by the Department of Housing and Urban Development, as applicable at the time the home is sold.
 - 4.3. Physical Condition Standards. During the Affordability Period, the Owner must maintain the Project suitable for occupancy; and, in decent, safe, and sanitary condition and good repair in accordance with the applicable local, state, and federal health, safety, and building codes and regulations.
- 5. Eligibility Verification.** Owner must ensure that, for the duration of the County Affordability Period, the household income for each household purchasing a County Affordable home in the Project is verified to be within the applicable limits described in Section 4, based on the buyer's current household income. Eligibility verification requires some form of income documentation (e.g., pay stubs, direct deposit images, third-party government verification of income within applicable limits).
- 6. Monitoring and Enforcement.**
- 6.1. In order to ensure compliance with and enforce this Covenant, County may:
 - 6.1.1. At any reasonable time, with reasonable notice, and in a reasonable manner enter and inspect the Project Property and inspect any facility, document book, and record of the Owner relating to the Project.
 - 6.1.2. With at least 30 days' prior written notice, take any reasonable action to cure any violations of the provisions of this Covenant.
 - 6.2. Owner covenants and agrees to inform County by written notice of any breach of the Owner's obligations hereunder within twenty (20) calendar days of first discovering any such breach. Violations must be cured within the deadlines described in paragraph 6.4, below.
 - 6.3. If County believes Owner has violated any provision of this Covenant, County will serve Owner or Developer with written notice of the alleged default. The notice must specify both the violation alleged and the actions County believes are necessary and feasible to remedy the violation.
 - 6.4. If Owner fails to cure the violation after more than 30 days after written notice of the violation from County (or for a longer period as may be reasonably required under the circumstances to cure the violation, provided that the Owner has commenced the cure within the initial 30-day period and is thereafter diligently pursuing the cure to completion), County, at its option (without liability to any party for failure to do so), may, in addition to any other remedies available at

law:

- 6.4.1. Apply to an Arizona court of competent jurisdiction for specific performance of this Covenant or an injunction to remedy the violation, or for such other relief as may be appropriate.
- 6.5. Seek damages against Owner in an amount that represents that portion of the Gap Funding that is the extent to which the duration of the violation compares to the County Affordability Period and the scope of the violation compares to the overall Project.
- 6.6. In any action brought under this Covenant, the prevailing Party is entitled to recover its reasonable costs and fees incurred in the action, including its reasonable attorney fees.
- 6.7. Owner and County each acknowledge that the primary purpose for requiring compliance by the Owner with the restrictions provided in this Covenant are to assure compliance of the Project and the Owner with the program requirements, AND BY REASON THEREOF, THE OWNER IN CONSIDERATION FOR RECEIVING GAP FUNDS FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT COUNTY AND THE LOW-INCOME HOMEOWNER(S) WILL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS COVENANT IN ANY ARIZONA STATE COURT OF COMPETENT JURISDICTION. Owner hereby further specifically acknowledging that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.
7. **Representations, Covenants and Warranties of Owner.** Owner hereby warrants and covenants that the warranties, covenants, and declaration of obligations and duties set forth herein may be relied upon by County and all persons interested in Project compliance under the Agreement requirements. In performing its duties and obligations hereunder, County may rely upon statements and certificates of the Owner pertaining to occupancy of the Project. The Owner further represents, covenants and warrants to County that:
 - 7.1. The Owner:
 - 7.1.1. has the power and requisite authority to own its properties and assets as owned, where owned, and to carry on its business as now being conducted (and as now contemplated) by this Covenant and the Agreement;
 - 7.1.2. has the full legal right, power, and authority to execute and deliver this Covenant and the Agreement and to perform all undertakings of the Owner hereunder; and

- 7.2. The execution and performance of this Covenant and the Agreement by the Owner:
- 7.2.1. will not violate or, if applicable, have not violated any provision of law, rule or regulation, or any order of any court or other governmental agency;
 - 7.2.2. is not in default under any indenture, declaration, mortgage, mortgage note or other instrument to which the Owner is a party or by which it or the Project is bound; and
 - 7.2.3. will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.
- 7.3. Except for those items listed on attached Exhibit C-2, the Owner will, at the time of execution and delivery of this Covenant, have good and marketable title to the real property and improvements constituting the Project free and clear of any lien or encumbrance.
- 7.4. There is presently no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair the Owner's right to carry on business substantially as now conducted (and as now contemplated) by this Covenant and the Agreement or which would materially, adversely affect its financial condition. Neither the Owner, its principals, shareholders, managers, members or general partners, as the case may be, have any judgment entered against them which would, when recorded, constitute a lien against or otherwise impair the security of the Project.
- 7.5. No actions will be taken by the Owner which will in any way materially adversely affect the use of the Project.
8. **Preservation of Records.** Owner must maintain records related to compliance with Pima County's affordability restrictions for the duration of each household's tenancy and for at least one year following the termination of any household's tenancy.
9. **Recordation of Documents.** Owner is authorized to record and file any notices or instruments appropriate to assure the enforceability of the Affordability Restrictions. Owner will execute any such instruments upon request. The benefits of the Affordability Restrictions may be assignable by County to any successor institution performing substantially similar functions. The Parties intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

- 10. Nondiscrimination.** Owner may not discriminate in the purchase, use, or occupancy of any of the units on the basis of any of the following: race, color, ethnicity, religion, sex, age, disability, marital or familial status, sexual or gender identity, or lawful source of income.
- 11. Covenant Runs with the Land.** Upon execution Owner will cause this Covenant and all amendments and attachments hereto to be recorded and filed in the official records of the Pima County Recorder's Office in the count in which the Project is located, and pay all fees and charges incurred in conjunction with said recording. The restrictions and other provisions in this Covenant burden and run with the Project Property, bind any of Owner's successors or assigns, and insure to the benefit of County and any of its assigns.
- 12. Severability.** The provisions of this Covenant are severable. If any provision of this Covenant, or any application of any of its provisions, to the Parties or any person or circumstances, is held invalid, that invalidity will not affect other provisions or applications of this Covenant that can be given effect without regard to the invalidity.
- 13. Restraint on Alienation.** If the Affordability Restrictions are deemed unenforceable by virtue of their scope in terms of purpose or eligibility of the homeowners, but would be enforceable by reducing or increasing, as applicable, any part or all thereof, the same will be enforced to the fullest extent permissible under the laws and public policies applied in the State of Arizona.
- 14. No Waiver.** No waiver by County of any breach of this Covenant, or any other act or omission by County, may be deemed a waiver of any other or subsequent breach.
- 15. Governing Law.** This Covenant is governed by and must be interpreted in accordance with Arizona law.
- 16. Conflict of Interest.** This Covenant is subject to the provisions of Arizona Revised Statutes § 38-511.
- 17. Entire Agreement; Amendment.** This document constitutes the entire agreement among the Parties pertaining to its subject matter. This Covenant may be modified, amended, altered, or extended only by a written agreement signed by all Parties.

The remainder of the page is intentionally left blank.

Signatures are on following pages

PIMA COUNTY

Rex Scott
Chair, Board of Supervisors

Date _____

ATTEST

Clerk of the Board

STATE OF ARIZONA)
) ss.

COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the _____ day of _____, 20__ by _____.

Notary Public

My Commission Expires:

OWNER:

HABITAT FOR HUMANITY TUCSON, INC.

BY: Charlie Buchanan

CHARLIE BUCHANAN

CHIEF EXECUTIVE OFFICER

DATE: 8/26/2025

ACKNOWLEDGEMENT:

STATE OF Arizona)

) SS

COUNTY OF Pima)

ACKNOWLEDGED BEFORE ME ON August 26th, 2025, BY CHARLIE BUCHANAN, CHIEF EXECUTIVE OFFICER.

[Signature]

MY COMMISSION EXPIRES: 7/24/2027

NOTARY PUBLIC

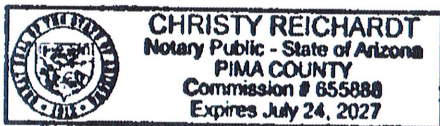


Exhibit C-1
Property & Legal Description

Habitat owns sixteen (16) parcels comprising a total of 4.77 acres of land known as Mars Landing located on the north side of W. Mars Street, west of N. Oldfather Drive and east of N. Camino de Oeste within unincorporated Pima County. The Property includes Lots 1 through 14 and Common Areas "A" and "B" of the Mars Landing Final Plat (the "Plat"), also identified as the following:

Plat Lot #	Assessor Parcel Number	Address
1	225-36-0520	7409 N. Pluto Court
2	225-36-0530	7419 N. Pluto Court
3	225-36-0540	7429 N. Pluto Court
4	225-36-0550	7439 N. Pluto Court
5	225-36-0560	7449 N. Pluto Court
6	225-36-0570	7459 N. Pluto Court
7	225-36-0580	7480 N. Pluto Court
8	225-36-0590	7470 N. Pluto Court
9	225-36-0600	7460 N. Pluto Court
10	225-36-0610	7450 N. Pluto Court
11	225-36-0620	7440 N. Pluto Court
12	225-36-0630	7430 N. Pluto Court
13	225-36-0640	7420 N. Pluto Court
14	225-36-0650	7410 N. Pluto Court
Common Area "A"	225-36-0660	N/A
Common Area "B"	225-36-0670	4440 W. Mars Street

Legal Description: Mars Landing Lot 9

Exhibit C-2

Permitted Encumbrances

Not Applicable

Exhibit D

When Recorded Please Return to:
Habitat for Humanity Tucson, Inc.
3501 N. Mountain Avenue
Tucson, AZ 85719
Attention: Homeowner Services Director

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS (8 pages)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of _____, 20____, by [FULL LEGAL NAME OF DECLARANT], a [single/married] person, [and [FULL LEGAL NAME OF ADDITIONAL DECLARANT, if any – delete if N/A], a [single/married] person] (individually and together, "**Declarant**"), in favor of HABITAT FOR HUMANITY TUCSON, INC., an Arizona nonprofit corporation, and its successors and assigns ("Habitat").

RECITALS:

A. Declarant has agreed to purchase from Habitat, and Habitat has agreed to sell to Declarant, that certain single-family residence located at [full property address] upon real property legally described on Exhibit A hereto (the "Property").

B. Habitat has provided one or more of the following forms of assistance to Declarant to enable Declarant to purchase the Property and to otherwise provide ongoing benefits to the Property, as applicable: affordability gap or downpayment assistance, homebuyer education courses, incurring development costs in connection with the Property not included in the purchase price being paid by Declarant, one or more Loans (as defined herein) from Habitat or its affiliates to finance Declarant's purchase of the Property, and/or assisting Declarant with obtaining gap financing from third party sources to be used in connection with Declarant's purchase of the Property (collectively, the "Habitat Assistance").

C. As a condition to Habitat providing the Habitat Assistance and furthering Habitat's charitable purpose, Habitat requires Declarant to execute and deliver this Declaration whereby (i) Declarant agrees to use and occupy the Property solely as Declarant's principal residence, (ii) Declarant will grant to Habitat an option to purchase the Property under the terms and conditions set forth herein in order to ensure that the Property continues to be utilized as a single family residence for low-income households, and (iii) such other matters set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby impose upon the Property and hereby represents, covenants, and agrees that the following covenants, conditions, and restrictions shall be covenants running with the land, shall be binding upon Declarant,

Declarant's successors and assigns, and shall inure to the benefit of Habitat and its successors and assigns, as follows:

1. Definitions. As used in this Declaration, the following capitalized terms shall have the following meanings:
 - a. "Election Notice" shall have the meaning assigned to such term in Section 3.b. of this Declaration.
 - b. "Habitat Assistance" shall have the meaning assigned to such term in the Recitals to this Declaration.
 - c. "Loan" or "Loans" shall mean one or more loans from Habitat or its affiliates to Declarant in connection with Declarant's purchase of the Property.
 - d. "Loan Documents" shall collectively mean any promissory note, mortgage, and any other documents executed in connection with a Loan from Habitat to Declarant.
 - e. "Option Purchase Price" shall mean an amount equal to the greater of (i) the then-current Property Fair Market Value, or (ii) the aggregate amounts due and payable to Habitat under any outstanding Loans from Habitat to Declarant as of the closing of the Sale of the Property to Habitat.
 - f. "Property" shall have the meaning assigned to such term in the Recitals to this Declaration.
 - g. "Property Fair Market Value" shall have the meaning assigned to such term in Section 3.c. of this Declaration.
 - h. "Purchase Agreement" shall have the meaning assigned to such term in Section 3.d. of this Declaration.
 - i. "Purchase Option" shall have the meaning assigned to such term in Section 3 of this Declaration.
 - j. "Qualified Buyer" shall have the meaning assigned to such term in Section 3.e. of this Declaration.
 - k. "Sale" shall have the meaning assigned to such term in Section 3 of this Declaration.
 - l. "Sale Notice" shall have the meaning assigned to such term in Section 3.a. of this Declaration.
2. Runs with the Land. Declarant intends, declares, and covenants that the covenants set forth herein governing the use, occupancy, and transfer of the Property shall be and are covenants running with the Property for the term stated

herein and binding upon all subsequent owners of the Property for such term, and are not merely personal covenants of Declarant.

3. Purchase Option. In the event Declarant intends to sell or convey the Property or any portion thereof (a "Sale") during the term of the Declaration, Declarant irrevocably grants to Habitat the option to purchase the Property for an amount equal to the Option Purchase Price in accordance with the terms and conditions of this section (the "Purchase Option").
 - a. If Declarant desires to undertake a Sale of the Property, Declarant shall provide written notice to Habitat ("Sale Notice") at least thirty (30) days before any of the following events: (i) listing the Property for sale; (ii) making a formal offer to sell the Property to a third party; or (iii) accepting an offer from a third party seeking to purchase the Property. The Sale Notice shall describe the portion of the Property that will be impacted by such proposed Sale, the desired closing date, and any other relevant terms of the desired Sale of the Property reasonably required by Habitat.
 - b. If Habitat desires to exercise the Purchase Option, Habitat shall notify Declarant in writing of its intention to exercise the Purchase Option to purchase all of the Property within thirty (30) days after Habitat receives the Sale Notice from Declarant (the "Election Notice").
 - c. Within ten (10) business days after the date of the Election Notice, Habitat shall engage an appraiser to determine the current fair market value of the Property (the "Property Fair Market Value"). The cost of the appraisal in connection with the first Sale Notice delivered by Declarant shall be split equally between Habitat and Declarant and shall be paid at closing. Any additional appraisals that become necessary in connection with any subsequent Sale Notice shall be paid for solely by Declarant at the time the appraisal is ordered. Promptly after Habitat's receipt of any appraisal that has accurately determined the Property Fair Market Value in Habitat's reasonable opinion, Habitat will determine the Option Purchase Price and provide such calculation to Declarant. Notwithstanding anything to the contrary herein, Habitat may retract its Election Notice at any time prior to the execution of a Purchase Agreement (as defined below).
 - d. Within thirty (30) days after the Option Purchase Price has been determined, Declarant and Habitat shall negotiate in good faith and enter into a purchase agreement (a "Purchase Agreement") for the Property, which Purchase Agreement shall include the following terms: (i) Declarant shall sell the Property to Habitat for an amount equal to the Option Purchase Price, (ii) a closing date for the Sale of the Property to Habitat that is not later than six (6) months after the date of the Sale Notice, (iii) Habitat shall have a right to terminate the Purchase Agreement without penalty after completing its due diligence review, (iv) customary prorations

and sharing of closing costs between Habitat and Declarant, and (v) other reasonable closing terms that are customary for similar transactions. Habitat shall be responsible for the costs of drafting the Purchase Agreement.

- e. If Habitat does not elect to exercise the Purchase Option, Declarant may only sell the Property under terms consistent with the Sale Notice to a buyer that meets the following criteria: (i) verified annual gross income that is at or below [] % area median income, adjusted for family size, as determined by the United States Department of Housing and Urban Development, and (ii) such buyer intends to use the Property as such buyer's primary residence (a "Qualified Buyer"). Declarant shall cause such buyer to provide reasonable documentation and/or certifications to Habitat to confirm that the buyer meets the criteria to be a Qualified Buyer. Upon the closing of such Sale of the Property to a Qualified Buyer, Declarant shall (i) repay any and all sums due under any outstanding Loans payable to Habitat.
 - f. Notwithstanding anything to the contrary herein, during the term of this Declaration, the Purchase Option shall remain in place for all future proposed Sales of the Property regardless of whether Habitat has previously exercised or not exercised the Purchase Option in connection with any prior Sale.
 - g. Any Sale of the Property not made in compliance with the requirements of this Declaration shall be null and void.
4. Term. This Declaration shall remain in full force and effect for a term of (30) years from the date hereof regardless of the date of recordation. Declarant declares, represents, covenants, and agrees for Declarant and Declarant's successors and assigns that the agreements set forth herein for the entirety of the foregoing term are independent of the existence of any Loan and that the provisions of this Declaration will survive (i) the termination or extinguishment of any Loan and/or Loan Documents executed in connection with any such Loan, (ii) the termination of any financing or security instruments placed of record by other lenders, and (iii) any Sale of the Property.
5. Reasonable Terms. Declarant agrees that this Declaration constitutes a reasonable burden on the Property in light of the financial benefits and other consideration given to Declarant by Habitat, which benefits include, but are not limited to, the Habitat Assistance.
6. Remedies. Habitat, or its successors and assigns, may initiate and prosecute any proceedings at law or in equity to abate, prevent, or enjoin any violation, or to specifically enforce the terms and conditions of this Declaration, or to recover damages caused by such violation or attempted violation. No delay in enforcing the provisions of this Section will waive Habitat's right to enforce that violation at any later time. Declarant shall be responsible for any and all reasonable

attorneys' fee or other expenses incurred by Habitat under any action pursued by Habitat under this section.

7. Further Assurances. At any time and from time to time, upon request by Habitat, Declarant will make, execute and deliver or cause to be made, executed and delivered, to Habitat, any and all other amendments to this Declaration, further instruments, certificates, and other documents as may, in the reasonable opinion of Habitat, be necessary or desirable in order to effectuate, complete, clarify, further describe, correct, or to continue and preserve, the obligations of Declarant under this Declaration. Upon any failure by Declarant to do so, Habitat may make, execute, and record any and all such amendments, instruments, certificates, and documents for and in the name of Declarant and Declarant hereby irrevocably appoints Habitat as its agent and attorney in fact of Declarant so to do.
8. Successors and Assigns. The covenants and agreements contained herein shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Declarant and Habitat.
9. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
10. Amendment. Except as otherwise set forth in this Declaration, the provisions of this Declaration may not be amended during the term of this Declaration except by an instrument in writing executed by Declarant and Habitat, or their respective successors or assigns.
11. Notices. Any notice, request, demand, or other communication permitted or required hereunder shall be deemed duly given if delivered or mailed postage prepaid, certified or registered, as follows:

If to Declarant:

[REDACTED]

If to Habitat:

Habitat for Humanity Tucson, Inc.
3501 N Mountain Avenue
Tucson, AZ 85719
Attention: Homeowner Services Director

12. Headings. The headings of the sections contained herein are for convenience only and are not to be construed to be a part of or limit or affect the terms hereof.

13. Governing Law. This Agreement is made under and shall be interpreted according to Arizona law. The parties consent to the subject matter and personal jurisdiction in the Superior Court of Pima County, Arizona. Venue for any dispute under this Agreement will be in Pima County, Arizona.
14. Recitals. Declarant agrees that the recitals set forth above are true and correct in all respects and form an integral part of this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

DECLARANT:

[Full Legal Name]

[Full Legal Name]

[Delete reference to additional Declarant if only one person signing. For married persons, both should sign regardless of whether both are on title to the property or not]

STATE OF ARIZONA)
)
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, a [single/married] person[, and _____, a [single/married] person].

My Commission expires

This Instrument Drafted By:

Habitat for Humanity Tucson, Inc.
3501 N Mountain Avenue
Tucson, AZ 85719

EXHIBIT A

Legal Description of the Property

[Insert legal description]