

***Sample to be used for the Rise Up Program. This document can be used to add the retention language to the deed without modifying the original deed.***

### **Declaration of Restrictive Covenants**

This Declaration of Restrictive Covenants (the “Restrictive Covenants”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the “Declarant(s)”).

WHEREAS, the Declarant(s) owns real property located at \_\_\_\_\_ (the “Property Address”) in \_\_\_\_\_, \_\_\_\_\_ (City, State), as described in Exhibit A, attached hereto.

Declarant(s) took title to this property on or about \_\_\_\_\_, as referenced in Instrument No. \_\_\_\_\_ in the Register’s Office for \_\_\_\_\_ (County), \_\_\_\_\_ (State), the Declarant(s) is/are the sole owner(s) of said real property.

NOW THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the undersigned Declarant(s) does/do hereby establish and agree to be bound by these Restrictive Covenants, which shall run with the land and be binding on Declarant(s) for a period of five (5) years from the date of the loan closing, as follows:

Declarant(s), for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati’s (the FHLB Cincinnati) Rise Up Program (RUP), must maintain ownership in this property and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the loan closing.

- (i) The FHLB Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given written notice of any sale, transfer, assignment of title or deed such as to the Secretary of HUD, foreclosure, or refinancing of the unit by the household occurring during the RUP 5-year Retention Period.
- (ii) In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the Retention Period, the Bank shall be repaid the lesser of: (A) the RUP subsidy, reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced, during the RUP 5-year retention period; or (B) any net proceeds from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the RUP-assisted household’s investment; unless one of the following exceptions applies:

1. The subsequent purchaser, transferee, or assignee is a very low- or low- or moderate-income household as defined in the applicable Federal Housing Finance Agency regulations (in which case the retention period ends with the conveyance to such purchaser);
  2. The amount of the RUP subsidy that would be required to be repaid is \$2,500 or less;  
OR
  3. Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), and (iii) contained herein.
- (iii) The obligation to repay Subsidy to the FHLB Cincinnati shall terminate after any event of foreclosure or, conveyance by deed in lieu of foreclosure, as assignment of a Federal Housing Administration first mortgage to the Secretary of HUD, or death of the RUP-assisted homeowner.

In witness whereof, the undersigned Declarant(s) has/have caused these Restrictive Covenants to be executed as of the year and date first above written.

Declarant(s)

\_\_\_\_\_  
STATE OF \_\_\_\_\_)

**INDIVIDUAL**

)

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_ )

Personally appeared before me, a Notary Public of said County and State,

\_\_\_\_\_ (Declarant(s)), the  
within named Grantor(s), with whom I am personally acquainted (or proved to me on the basis of  
satisfactory evidence), and who acknowledged that he/she/they executed the within instrument  
for the purposes therein contained.

Witness my hand, at office, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public