

RECORDING REQUESTED BY  
AND RETURN TO:

County of Fresno  
205 W. Pontiac Way #2  
Clovis, CA 93612

NO FEE FOR RECORDING PURSUANT  
TO GOVERNMENT CODE  
SECTIONS 6103 AND 27383

APN: 435-020-09 and 435-020-12

Agreement No. 24-632

**SECOND AMENDMENT TO REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

**(Use, Income, and Rent Restrictions)**

**THIS SECOND AMENDMENT TO REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** (the "**Amendment**"), dated and effective December 3, 2024 ("**Effective Date**"), is made by Crossroads Village Fresno, LP, a California limited partnership (the "**Declarant**" or "**Declarants**"), as the successor in interest to Crossroads LP, a California limited partnership ("**LP**"), Blackstone Crossroads LLC, a California limited liability company ("**Blackstone Crossroads LLC**"), UPH Crossroads, LLC, a California limited liability company ("**UPH Crossroads, LLC**"), and is hereby given to and on behalf of the County of Fresno, a political subdivision of the State of California (the "**County**").

**RECITALS**

- A.** LP, Blackstone Crossroads LLC, and UPH Crossroads, LLC are parties to that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 18, 2020, recorded in the Official Records of the County of Fresno (the "**County**") on April 14, 2021, as Instrument No. 2021-00616669, and as amended by that First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants, dated February 1, 2022, recorded in the Officials Records of the County on January 13, 2023, as Instrument No. 2023-0003345 (collectively,

the “**Agreement**”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

- B. County, RH Community Builders LP, a California limited partnership, and UP Holdings, LLC, an Illinois limited liability company, dba UP Holdings California, LLC are collectively the “**Sponsor**” under the Agreement.
- C. Sponsor and Declarants mutually desire to modify the Agreement in accordance with the terms, conditions and provisions of this Amendment.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Term**. The covenants in the Agreement shall be binding, effective, and enforceable commencing upon the Effective Date of the Declaration, and they shall continue in full force and effect for a period of fifty-five (55) years after the date of recordation of the Declaration (the “**Restricted Housing Period**”), regardless of any sale, assignment, transfer, or conveyance (including, without limitation, by foreclosure sale) of the Property or any portion thereof.
2. **Unit Mix**. The Unit Mix attached as Exhibit B to the Agreement is amended and restated with the Unit Mix attached hereto as Exhibit B.
3. **Amendment, Modification**. Neither the Declarant nor the County shall amend, modify, waive, or release the Agreement, as amended, or any part of this Agreement, as amended, without the prior and express written consent of an authorized representative of the Department, which consent may be conditioned or delayed in the Department’s sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of the Department shall be void.
4. **Counterparts**. This amendment may be executed in identical counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, Declarant and the County has executed this Amendment, effective the day and year first set forth above.

**DECLARANT**

**CROSSROADS VILLAGE FRESNO, LP**, a California limited partnership

By: HOM XXXI LLC, a Delaware limited liability company,  
its Managing General Partner

By: Housing on Merit, a California nonprofit public benefit corporation  
Its Sole Member

By:   
Jaymie Beckett, Chief Executive Officer

By: Crossroads Village Fresno, LLC, a California limited liability company  
Its Administrative General Partner

By: UP Holdings, LLC, an Illinois limited liability company, dba  
Up Holdings California, LLC, its Managing Member

By: \_\_\_\_\_  
Cullen J. Davis, Manager

By: RHCB Crossroads LLC, a California limited liability company,  
its Member

By: RH Community Builders LP, a California limited partnership,  
its Sole Member

By: RBH LLC, a California limited liability company,  
its General Partner

By: \_\_\_\_\_  
Wayne Rutledge  
Manager

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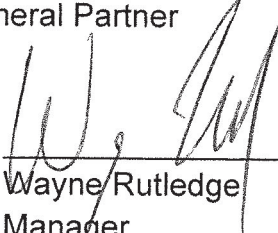
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its General Partner

By:   
\_\_\_\_\_  
Wayne Rutledge  
Manager

**COUNTY OF FRESNO**

COUNTY OF FRESNO,  
a political subdivision of the State of California

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

Nathan Magsig  
Chairman of the Board of Supervisors











**EXHIBIT B**

**Unit Mix**

<b>Crossroads Village</b> 3737 N Blackstone Avenue Fresno, CA 93726		<b>APN: 435-020-09 &amp; 435-020-12</b>	
<b>County of Fresno</b>			
<b>Enter the number of doors by bedroom size and income level.</b>			
<b># of Bedrooms</b>	<b># of Doors</b>	<b>HK Restricted</b>	<b>Income Limit (% of AMI)</b>
0 (Studio)	53	53	30%
1	42	42	30%
2	38	38	30%
3	8	8	30%
1	1		Manager
2	1		Manager
<b>Total</b>	<b>143</b>	<b>141</b>	

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Fresno

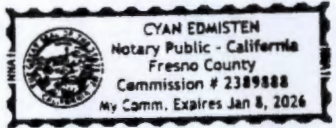
On 12/04/2024 before me, Cyan Edmisten, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Nathan Magsig  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Cyan Edmisten  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_