



WHEN RECORDED MAIL TO:
STATE OF UTAH, OLENE WALKER
HOUSING TRUST FUND
1385 South State Street, 4th Floor
Salt Lake City, Utah 84115

E# 2834439 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
29-Dec-16 0324 PM FEE \$18.00 DEP DAI
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

80583-AM

LOAN NO: WHE1608

TAX ID #15 05-136-0010,
05-136-0027 & 05-136-0041

Space Above This Line Is For Recorder's Use

DEED RESTRICTION

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THIS DEED RESTRICTION (the "Restriction") is made and effective as of the 28 day of December 2016 by EDINBURGH PROPERTIES, LLC, a Utah limited liability company, (the "Borrower"), for the benefit of the OLENE WALKER HOUSING LOAN FUND, (the "State"). For good and valuable consideration, Borrower hereby agrees as follows for the benefit of the State:

A. **PROPERTY ENCUMBERED.** The restriction shall be recorded against that certain real property located in WEBER COUNTY, State of Utah, as more fully described as follows:

LEGAL DESCRIPTION:

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PARCEL 1:

Part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 20.61 chains and West 1757.72 feet and South 165 feet and West 330.52 feet and North 13° East 28.47 feet from the Southeast corner of said quarter section; and running thence North 13° East 442.11 feet; thence North 52° West 38.46 feet, more or less, to boundary line fence as described in that certain Agreement recorded in the office of the Weber County Recorder on March 29, 1974 as Entry No. 612108; thence South 12°58'19" West 386.90 feet along said fence; thence North 52° West 4.8 feet to property of Frontiers West, Inc.; thence South 12°15' West 55.51 feet; thence South 52° East 42.23 feet, more or less, to the place of beginning.

PARCEL 2:

Part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point 22 chains West and South 38° West 1108.8 feet and South 52° East 165 feet and South 12°15' West 388.57 feet from the Northeast corner of said Southeast quarter; and running thence South 12°15' West 55.51 feet; thence North 52° West 179.08 feet; thence North 15°21' East 54.31 feet to a point North 52° West of point of beginning; thence South 52° East 175.86 feet to the point of beginning.

PARCEL 3:

Part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point North 20.61 chains and West 1627.53 feet from the Southeast corner of said quarter section and running thence West 130.19 feet; thence South 165 feet; thence West 330.52 feet; thence North 13° East 470.58 feet; thence East 138.6 feet; thence North 53° East to the South line of Lot 17, Block 26, Lakeview Addition Subdivision; thence East to the West line of Grant Avenue; thence South 00°58' West 326.70 feet to the point of beginning.

EXCEPTING that portion thereof, if any, which lies South of a line which is 13 feet North of and parallel to the South line of 38th Street extended West from Washington Blvd.

SUBJECT TO right of way: Beginning at a point North 20.61 chains and West 1627.53 feet from the Southeast corner of said quarter section and running thence North 00°58' East 66 feet; thence West 50.19 feet; thence South 00°58' West 66 feet; thence East to the point of beginning.

PARCELS 1, 2 AND 3 AS SURVEYED:

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 A part of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of Grant Avenue, said point being 1361.65 feet North 00°54'58" East 1630.14 feet North 89°37'02" West from the Southeast corner of said Section 5; and running thence North 89°37'02" West 139.95 feet; thence South 00°22'58" West 165.02 feet; thence North 89°37'02" West 330.52 feet; thence North 13°22'58" East 28.62 feet; thence North 51°37'02" West 225.52 feet to the Southerly right of way line of Chimes View Circle; thence along said Southerly right of way line, the following two (2) courses: North 16°01'26" East 46.26 feet to a point of curvature along the arc of a 176.09 foot radius curve to the left, through a central angle of 02°33'48", a distance of 7.88 feet; thence South 51°37'02" East 184.71 feet to the West edge of a 10 inch concrete wall with a fence on top as described in an Agreement recorded in the office of the Weber County Recorder on March 29, 1974 as Entry No. 612108; thence North 13°21'17" East along said wall, 386.90 feet; thence South 51°37'02" East 38.46 feet; thence South 89°37'02" East 138.40 feet; thence North 53°27'58" East 54.92 feet to the South line of Lot 17, Block 26, Lakeview Addition to South Ogden City, Weber County, Utah; thence South 88°43'53" East 187.32 feet to the West right of way line of Grant Avenue; thence South 01°16'07" West 323.65 feet along said line to the point of beginning.

Tax Parcel Nos.: 05-136-0010, 05-136-0027 and 05-136-0041;

Subject Property is also known by property address: 3755 South Grant Avenue, South Ogden, UT 84405.

B. NATURE OF RESTRICTION.

- (1) All Olene Walker Housing Loan Fund monies must be used to assist families whose annual incomes do not exceed 80 percent of the median family income for the area as determined by HUD, with adjustments based on family size. In addition, at least 90 percent of Olene Walker Housing Loan Fund monies used for rental housing must be used to assist families whose annual incomes do not exceed 60 percent of the median family income for the area as determined by HUD
- (2) Rental housing will qualify as affordable only if the project:
 - (a) has at least 20 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 50 percent or less of median income as defined by HUD. These units must sustain the Low rents as described in the following section.
 - (b) has at least 70 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 60 percent or less of median income as defined by HUD. These units must sustain the High rents as described in the following section.
 - (c) has the remainder of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 80 percent or less of median income as defined by HUD. These units also must sustain the High rents as described in the following section.
- (3) Every Olene Walker Housing Trust Fund assisted unit is subject to rent limitations designed to ensure that rents are affordable to low and very low income people. These maximum rents are to be referred to as HOME rents. There are four HOME rents established for projects: High HOME rents and Low HOME rents:
 - (a) High HOME rents: 80% of HOME assisted rental units must have rents that are the lesser of: The Section 8 Fair Market Rents (FMR'S) or area-wide exception rents for existing housing minus tenant paid utilities OR rents which are 30% of adjusted income for households at 65% of median income minus tenant paid utilities;
 - (b) Low HOME rents: 20% of HOME assisted units must have rents which equal 30% of annual income for households at 50% of median income minus tenant paid utilities.
- (4) In projects where Low Income Housing Tax Credits are part of the financing, two sets of rent rules apply:
 - (a) Qualified tax credit units must not exceed tax credit rent limits, while HOME-assisted units must meet HOME rent requirements. If a unit is being counted under both programs, the stricter rent limit applies.
 - (1) Low HOME rent units are subject to the lower of the Low HOME rent and the tax credit rent (usually the tax credit rent).

- (2) High HOME rent units are subject to the lower of the High HOME rent and the tax credit rent (usually the tax credit rent).
- (b) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply.
 - (1) Under tax credit rules, if the rental assistance program rent limit exceeds the tax credit rent, the unit rent may be raised to the higher limit as long as tenants pay no more than 30 percent of their adjusted monthly income for housing costs.
 - (2) HOME allows the rent to be raised to the rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based (not tenant-based), and tenant's income is less than 50 percent of the area median income.
 - (3) In a joint tax credit/HOME-assisted unit, the stricter HOME requirements would apply.

C. ADDITIONAL RESTRICTIONS

Borrower agrees that the project will consist of SEVENTEEN (17) HOME -assisted units on a floating basis, that will consist of SEVENTEEN (17) two-bedroom units. In addition, Borrower agrees that the project will have a total of THREE (3) LIH-assisted units on a floating basis that will consist of THREE (3) two-bedroom units. Borrower agrees that the Project will continue to have FIVE (5) units set aside for developmentally disabled, FIVE (5) units set aside for chronically mentally ill, and FIVE (5) units set aside for homeless as previously approved.

A separate agreement with each agency serving the Special Needs Population must be executed between Borrower and the appropriate agency.

The Borrower agrees to contact each agency when a vacancy occurs; if ZERO (0) units are not occupied by Special Needs tenants. In the event that the agencies do not have a qualified client who can fill a unit when it becomes vacant, the unit can be rented to a non-special needs tenant.

D. NONCOMPLIANCE WITH DEED RESTRICTION

If Borrower is found to be out of compliance with this Deed Restriction, the STATE has the option to call the Note due and payable in full.

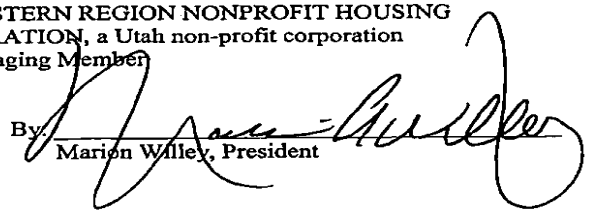
E. TERM

This restriction shall run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The term of the restriction shall run from the date of execution hereof and remain in effect during the period of affordability under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended from time to time, as applicable, or until the Trust Deed Note of like date is paid in full, whichever is later (the "Affordability Period"). Upon such occurrence, this restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Borrower and the State shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

Dated this 28 day of December, 2016.

EDINBURGH PROPERTIES, LLC, a Utah limited liability company,
("Borrower")

By: WESTERN REGION NONPROFIT HOUSING
CORPORATION, a Utah non-profit corporation
Its: Managing Member

By: 
Marion Willey, President

