

HUD RIDER/AMENDMENT TO RESTRICTIVE COVENANTS

This RIDER/AMENDMENT TO RESTRICTIVE COVENANTS is made as of August 13, 2013, by **DOMINGUEZ PARK APARTMENTS, L.P.** ("Borrower") and **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("Agency").

RECITALS

WHEREAS, Borrower has obtained financing from Greystone Funding Corporation, a Virginia corporation (the "Lender") for the benefit of the project known as Dominguez Park Apartments I & II (the "Project"), which loan is secured by a Multifamily Trust Deed, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of August 1, 2013, and recorded in the office of the County Recorder of Salt Lake County, Utah (the "Records") on August 16, 2013, as Document Number 11706619, and is insured by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, Borrower received a loan from the Agency pursuant to the HOME Investment Partnership Program, and pursuant thereto, Agency required certain restrictions be recorded against the Project; and

WHEREAS, Borrower entered into that certain Deed Restriction ("Restrictive Covenants") with respect to the Project, more particularly described in Exhibit A attached hereto, dated as of October 2, 2008, and recorded in the office of the Salt Lake County Recorder on July 29, 2013, as Entry No. 11692675 in Book 10163 at Page 2964; and

WHEREAS, HUD is requiring that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider/Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider/Amendment, the provision contained in this Rider/Amendment shall govern and be controlling in all respects.

(b) The following terms shall have the following definitions:

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Greystone Funding Corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), the provisions hereof are expressly subordinate to (i) the Security Instrument, (ii) the HUD Regulatory Agreement and (iii) Program Obligations. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the Security Instrument, HUD Regulatory Agreement, or Program Obligations, the provisions of the Mortgage Loan Documents and Program Obligations shall control and supersede the enforcement of the Restrictive Covenants.

(d) In the event of foreclosure, the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, or as otherwise approved by HUD.

(e) Borrower and the Agency acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the terms of the Security Instrument, the HUD Regulatory Agreement, or any other document relating to the Mortgage Loan to Borrower for the Project, provided that, nothing herein limits the Agency's ability to enforce the terms of

the Restrictive Covenants to the extent not in conflict with the Mortgage Loan Documents or Program Obligations.

(f) Except for the Agency's reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) Borrower and Agency further agree that if at any time any covenant or restriction of this Amendment shall be determined (a) by the Internal Revenue Service to be an event invalidating or terminating the award of low-income housing tax credits awarded to the Project, or (b) violates the HOME Investment Partnership Program regulations and requirements, then in such event such covenant or restriction provided herein shall immediately and automatically terminate

BORROWER:

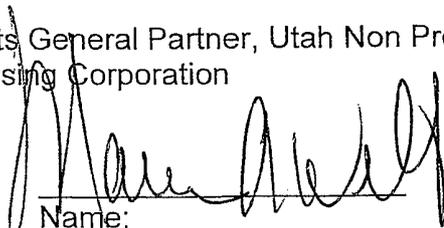
AGENCY:

DOMINGUEZ PARK APARTMENTS, L.P.

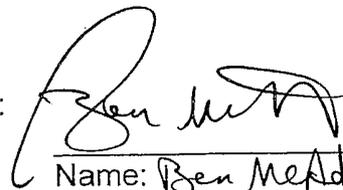
SALT LAKE COUNTY

By its General Partner, Utah Non Profit
Housing Corporation

By:

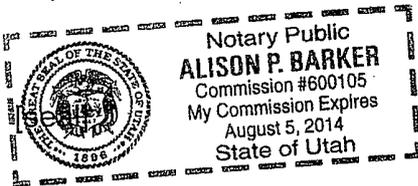

Name:
Title:

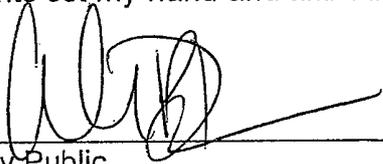
By:


Name: Ben McAdams
Title: Salt Lake County Mayor

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 14 day of August, 2013, Marion A. Willey, the Executive Director of Utah Non Profit Housing Corporation, a Utah nonprofit corporation, the General Partner of DOMINGUEZ PARK APARTMENTS, L.P., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of Marion A. Willey for the purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.





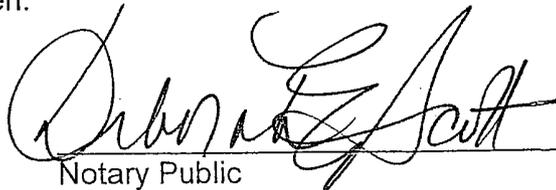
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 13 day of August, 2013, Ben McAdams of **SALT LAKE COUNTY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of Margaret K. Kelly for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[seal]



Notary Public

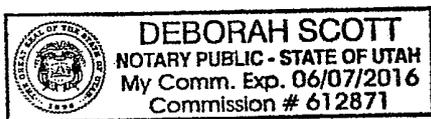


Exhibit A – Legal Description

Real property located in Salt Lake County, UT and described as:

PARCEL 1:

Beginning at a point on the West line of 700 West Street being South 89°55'00" West 206.07 feet and North 00°02'30" West 1168.454 feet and South 89°57'30" West 33.00 feet from the Southeast Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57'30" West 415.90 feet; thence South 0°02'30" East 338.687 feet to the center of an existing irrigation ditch; thence North 86°50'30" West 353.11 feet along said center of ditch; thence North 318.98 feet; thence North 89°57'30" East 303.23 feet; thence North 0°02'30" West 32.00 feet; thence North 89°57'30" East 405.00 feet; thence North 82°21'49" East 30.27 feet; thence North 89°57'30" East 30.00 feet to the West line of 700 West Street; thence South 0°02'30" East 36.00 feet along said West line to the point of beginning.

PARCEL 2:

Beginning at a point in the center of an irrigation ditch and on the West right of way line of Sixth West Street (700 West), said point being South 89°55' West 206.07 feet and North 00°02'30" West 804.67 feet and North 86°50'30" West 33.05 feet from the Southeast Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 86°50'30" West 416.55 feet along the center of said irrigation ditch; thence North 00°02'30" West 338.687 feet; thence North 89°57'30" East 415.90 feet; thence South 00°02'30" East 361.94 feet to the point of beginning.

Said property is also known by the street address of:
3980 and 3990 South 700 West, West Valley City, Utah 84119