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Loan No. 030-002-002

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10/18/2016 4:41:00 PM \$23.00
Book - 10489 Pg - 5234-5239
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, RETURN TO:

Utah Equitable TOD Fund LLC
6880 South 700 West
Community Center, 2nd Floor
Midvale, Utah 84047-4513

Attn: Michael Plaizier

15-36-477-010
15-36-477-036
15-36-477-028

DEED RESTRICTION

THIS DEED RESTRICTION (the "Deed Restriction") is made and agreed to this 17th day of October, 2016 (the "Closing Date"), by JF Meadowbrook, LLC, a Utah limited liability company ("Borrower").

PRELIMINARY STATEMENT

Borrower has requested that Utah Equitable TOD Fund LLC, a Utah limited liability company ("Lender"), make a loan to Borrower in the amount of One Million Six Hundred Eighty-Three Thousand Dollars (\$1,683,000.00) (the "Loan") for the acquisition financing of property upon which Borrower intends to construct a low income housing multi-family housing development located in Salt Lake County, State of Utah, on a site more particularly described in Exhibit A and by this reference made a part hereof (the "Property"). The Loan will be administered in accordance with a Term Loan Agreement dated the Closing Date by and between Borrower and Lender (the "Loan Agreement"). The Loan will also be evidenced by a Promissory Note dated the Closing Date, executed by Borrower and payable to Lender (the "Note") and will be secured by, among other things, a Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated the Closing Date (the "Trust Deed"), to be recorded in the land records of Salt Lake County, State of Utah.

As a condition precedent to making the Loan to Borrower, requires Borrower to execute and deliver this Deed Restriction to Lender.

NOW, THEREFORE, in consideration of Lender making the Loan to Borrower, and of the mutual undertakings set forth below, Borrower and Lender agree as follows:

1. Definitions. All capitalized terms that are used in this Deed Restriction but not defined in this Deed Restriction shall have the meanings assigned to them by the Loan Agreement.

2. **Covenants of Borrower.** Borrower, for itself and its successors in interest, agrees that Borrower will complete construction of and receive an unconditional certificate of occupancy for an affordable housing project on the Property (“Affordable Housing Project”) prior to the earlier of (i) thirty-six months following the date the Loan has been paid in full, or (ii) November 10, 2021.

Upon completion of the construction of the Affordable Housing Project, Borrower shall deliver to evidence, acceptable to Lender in Lender’s sole discretion, that the Affordable Housing Project

- (a) Complies with all applicable requirements of HOME Investment Partnerships Program pertaining to the Property as contained in 24 CFR, Part 92 and any replacements or substitutions thereof; and
- (b) Has been satisfactorily completed in a good and workmanlike manner with all construction being performed in substantial compliance with the applicable plans and specifications, which plans and specifications shall be acceptable to Lender in Lender’s sole discretion.

3. **Lender’s Remedies.** If Borrower breaches any of the covenants contained in Section 2 of this Deed Restriction, Borrower shall pay to Lender upon such breach,

- (a) In addition to the interest paid to Lender under the terms of the Note, an amount equal to an additional five percent (5%) interest per annum, accrued daily on the outstanding balance of the Principal Indebtedness from the Closing Date to the date the Principal Indebtedness is paid in full (such interest being calculated on the basis of a 360 day year simple interest basis by applying the ratio of the annual interest rate over a year of 360 days (365/360), multiplied by the outstanding principal balance, multiplied by the actual number of days the Principal Indebtedness is outstanding; and
- (b) An amount equal to 0.90 multiplied by any increase in the Property’s fair market value, which increase shall be determined by Lender by subtracting the Property’s fair market value as set forth in the Appraisal, and reasonable closing costs determined by Lender in Lender’s sole discretion, from the Property’s fair market value as set forth in a then current appraisal of the Property (“New Appraisal”) acceptable to Lender in Lender’s sole discretion, which New Appraisal shall be ordered by Lender and paid for by Borrower.

4. **Covenants to Run With the Land.** Borrower hereby subjects the Property to this Deed Restriction. Borrower hereby declares its express intent that this Deed Restriction shall be deemed a covenant running with the land and shall pass to and be binding upon Borrower’s successors in title to the Property, until the Deed Restriction’s termination under Section 2 hereof. Every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion of the Property shall be deemed to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in that contract, deed or other instrument.

5. **Termination of Deed Restriction.** This Deed Restriction shall terminate upon the occurrence, but only upon the occurrence, of any of the following:

- (a) Borrower has provided evidence acceptable to Lender in Lender's sole discretion, that Borrower has fully complied with all covenants contained in Section 2 of this Deed Restriction; or
- (b) Borrower has paid Lender any and all amounts owing or which may be owed under Section 3 of this Deed Restriction; or
- (c) A land use restriction agreement, acceptable to Lender in Lender's sole discretion, has been recorded against the Property in connection with the construction of the Affordable Housing Project.

6. **Governing Law.** This Deed Restriction shall be governed by and construed in accordance with the laws of the State of Utah and the United States of America, as applicable.

7. **Statutes and Regulations.** Any reference in this Deed Restriction to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Deed Restriction.

8. **Counterparts.** This Deed Restriction may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Deed Restriction shall be sufficient for all purposes without producing or accounting for any other counterpart.

9. **Priority.** The Deed Restriction shall be senior to the Trust Deed notwithstanding the order of the recording of this Deed Restriction or the Trust Deed.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

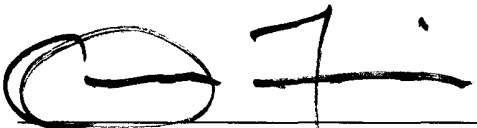
DATED: October 17, 2016.

BORROWER

JF MEADOWBROOK, LLC,
a Utah limited liability company

By: JF Properties, LLC,
a Utah limited liability company,
Manager of JF Meadowbrook, LLC

By: Jack Fisher Group, LLC,
a Utah limited liability company,
Manager of JF Properties, LLC


By: 

Owen Fisher,
Managing Partner of Jack Fisher Group, LLC

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

The foregoing instrument was acknowledged before me this 17th day of October, 2016, by Owen Fisher, Managing Partner of Jack Fisher Group, LLC, a Utah limited liability company, Manager of JF Properties, LLC, a Utah limited liability company, Manager of JF Meadowbrook, LLC, a Utah limited liability company.



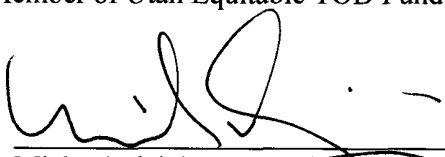


NOTARY PUBLIC
Residing at: Davis County

LENDER

UTAH EQUITABLE TOD FUND LLC,
a Utah limited liability company

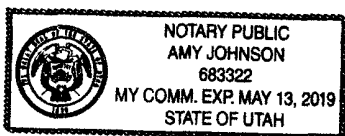
By: Utah Center for Neighborhood Stabilization,
a Utah nonprofit corporation,
Sole Member of Utah Equitable TOD Fund LLC


By: 

Michael Plaizier, Executive Director
of Utah Center for Neighborhood Stabilization

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

The foregoing instrument was acknowledged before me this 17th day of October, 2016, by Michael Plaizier, Executive Director of Utah Center for Neighborhood Stabilization, a Utah nonprofit corporation, Sole Member of Utah Equitable TOD Fund LLC, a Utah limited liability company.





NOTARY PUBLIC
Residing at: Salt Lake

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Commencing at a point 1224.5 feet North and 730.2 feet West from the Southeast corner of Section 36, Township 1 South, Range 1 West, Salt Lake Meridian; thence North 89°46'15" East 183 feet; thence North 5 feet; thence North 89°30' East 238 feet; thence North 01°12'52" East 440.84 feet, more or less, to the South right of way line of 3900 South Street which point is also the true point of beginning; thence North 89°46'15" East 176.9 feet, more or less, along said right of way to the Northwest corner of property owned by Helen R. Reese; thence South 04° West 185.64 feet; thence South 89°46'15" West 167.04 feet, more or less, to the East line of Parcel "B" of PM property line; thence North 01°12'52" East 185.25 feet, more or less, to the point of beginning.

PARCEL 2:

Beginning at a point which is North 569.25 feet; thence West 212.70 feet and North 05°00'00" East 666.95 feet from the Southeast corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°30'00" West 154.64 feet; thence North 01°12'52" East 255.59 feet; thence North 89°46'15" East 167.04 feet; thence South 04°00'00" West 255.47 feet to the point of beginning.

PARCEL 2A:

A 30 foot wide perpetual right-of-way easement appurtenant to Parcel 2 for ingress and egress, and for utilities, as reserved in that certain General Warranty Deed recorded December 10, 2010 as Entry No. 11094453 in Book 9887 at Page 8617 of official records, and more particularly described as follows:

Beginning at a point which is East 16.33 feet; thence North 1171.00 feet and West 192.83 feet from the Southeast corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence West 522.44 feet; thence North 00°04'53" East 30.00 feet; thence East 475.02 feet; thence continue Easterly along said line, a distance of 0.94 feet to a point of curve to the left having a radius of 8.00 feet and a central angle of 90°00'00"; thence Northeasterly along the arc a distance of 12.57 feet (chord bearing North 45°00'00" East 11.31 feet); thence North 24.13 feet; thence North 89°30'00" East 28.34 feet; thence South 09°31'44" East 59.61 feet to the point of curve of a non tangent curve to the left, of which the radius point lies East, a radial distance of 28.00 feet; thence Southerly along the arc, through a central angle of 07°22'06", a distance of 3.60 feet (chord bearing South 03°41'02" East 3.60 feet) to the point of beginning.

(Parcel Nos. 15-36-477-028 and 15-36-477-036)

Commencing at a point 2 rods West and 40 feet South from the Northeast corner of Lot 9, Block 9, Ten Acre Plat "A", Big Field Survey, thence South 245 feet; thence North 68°08' West 181.9 feet; thence North 04° East 161.64 feet; thence North 89°46'15" East 150.96 feet to the place of beginning.

(Parcel No. 15-36-477-010)