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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 MILLWOOD MANAGEMENT
 PO BOX 571218
 MURRAY UT 84107
 BY: JCR, DEPUTY - WI 4 P.

When Recorded Return to:

Vice President, Multifamily Finance
 Utah Housing Corporation
 2479 S. Lake Park Blvd.
 West Valley City, Utah 84120

Tax Parcel I.D. Nos.: 26-26-226-002

AMENDMENT TO

LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT

AND DECLARATION OF RESTRICTIVE COVENANTS

This Amendment Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the "Amendment") is made effective as of the 8 day of November, 2011, by and between Miller Timbergate Apartments, LLC, a Utah limited liability company, its successors and assigns (the "Project Owner"), and Utah Housing Corporation, a public corporation of the State of Utah ("Utah Housing").

RECITALS:

WHEREAS, the Project Owner and Utah Housing entered into and executed that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants, effective as of March 5, 2009 ("Original Agreement"), which was recorded in the Salt Lake County real property records on April 24, 2009, as Entry 10683049, in Book 9713, at Pages 8197-8207, which provided for certain regulatory and restrictive covenants governing the use, occupancy and transfer of that certain low-income housing tax credit project know as Timbergate Apartments (the "Project") located upon and being a part of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, because the Project was not allocated low-income housing credits until 2011, new building identification numbers for the Project have been assigned to the Project;

WHEREAS, the addresses were incorrectly stated in the original Agreement, for the Project;

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Project Owner and Utah Housing agree to amend and restate, in its entirety, paragraph 1 of the Original Agreement to read as follows:

1. Applicable Fraction. The Project Owner agrees that the applicable fraction, as defined in IRC § 42(c)(1), for each taxable year in the extended use period, as defined in IRC § 42, for the following qualified low-income buildings of the Project will not be less than 89%:

<u>Building Id. No.</u>	<u>Address</u>
UT-2011-28001	5620 and 5630 West 11830 South, Herriman, Utah 84096
UT-2011-28002	5570 and 5580 West 11830 South, Herriman, Utah 84096
UT-2011-28003	11867 and 11887 South 5635 West, Herriman, Utah 84096
UT-2011-28004	5622 West 11920 South, Herriman, Utah 84096
UT-2011-28005	5575 and 5585 West 11830 South, Herriman, Utah 84096
UT-2011-28006	11865 and 11885 South 5600 West, Herriman, Utah 84096
UT-2011-28007	11860 and 11880 South 5600 West, Herriman, Utah 84096
UT-2011-28008	5570 and 5580 West 11920 South, Herriman, Utah 84096
UT-2011-28009	5616 and 5625 West 11920 South, Herriman, Utah 84096
UT-2011-28010	5577 and 5587 West 11920 South, Herriman, Utah 84096

All other terms, conditions and provisions of the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their respective duly authorized representatives.

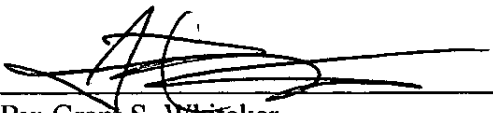
“Project Owner”

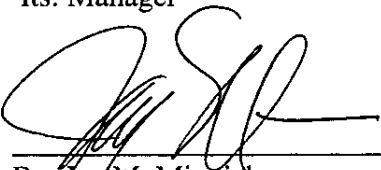
“Utah Housing”

MILLER TIMBERGATE APARTMENTS, LLC,
a Utah limited liability company

UTAH HOUSING CORPORATION,
a Utah public corporation

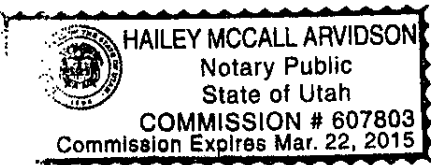
By: Miller Development Company, Inc.,
a Utah corporation
Its: Manager

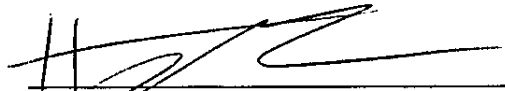

By: Grant S. Whitaker
Its: President


By: Jay M. Minnick
Its: Chief Executive Officer

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

On the 9 day of November, 2011, personally appeared before me Jay M. Minnick, the signer of the foregoing instrument, who duly acknowledged to me that he is the Chief Executive Officer of Miller Development Company, Inc., which is the Manager of Miller Timbergate Apartments, LLC, and that he executed the same.




NOTARY PUBLIC
Residing at: Salt Lake

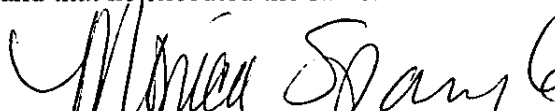
My Commission Expires:

March 22, 2015

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

On the 8 day of November, 2011, personally appeared before me Grant S. Whitaker, the signer of the foregoing instrument, who duly acknowledged to me that he is the President of Utah Housing Corporation and that he executed the same.




NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires:

June 2, 2014

EXHIBIT A

Legal Description

That certain parcel of real property, situated in Salt Lake County, State of Utah, and more particularly described as follows:

Lot 102, 2 CREEKS SUBDIVISION PLAT, Amended and extended, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder. Together with Appurtenant Easements and the rights contained therein as granted by and through that certain STORM DRAIN EASEMENT dated December 18, 2008 and recorded December 19, 2008 as Entry No. 10582529 in Book 9666 at page 5209 of Official Records, and being more particularly described as follows:

A non-exclusive easement for the discharge of storm waters through a water storm drain outfall line under the following real property: Beginning at a point North 89°59'00" West 274.60 feet along the Section Line and South 00°23'30" West 915.71 feet from the Northeast Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°36'30" East 730.77 feet; thence South 00°23'30" West 20.00 feet; thence North 89°36'30" West 730.77 feet; thence North 00°23'30" East 20.00 feet to the point of beginning. Also, beginning at a point South 89°53'31" East 331.48 feet along the Section Line and South 939.17 feet from the Northeast Corner of Section 26, Township 2 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°36'30" East 30.00 feet; thence South 58.81 feet; thence North 78°21'35" West 30.63 feet; thence North 52.83 feet to the point of beginning.
Parcel Identification No. 26-26-226-002.