

WHEN RECORDED MAIL TO:
Utah Department of Workforce Services
Housing and Community Development Division
Olene Walker Housing Trust Fund
1385 South State Street, 4th Floor
Salt Lake City, UT 84115

13609161
3/24/2021 3:32:00 PM \$40.00
Book - 11143 Pg - 3651-3653
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 3 P.

TID 15-01-151-015

117946-MCJ

Space Above This Line for Recorder's Use

LOAN NO: HME1864

DEED RESTRICTION

THIS DEED RESTRICTION ("Restriction") is made and effective as of the 24th day of March, 2021 by CENTRAL WEST APARTMENTS, LLC, ("Borrower"), for the benefit of the Utah Department of Workforce Services Housing and Community Development Division, Olene Walker Housing Trust Fund, ("Beneficiary"). For good and valuable consideration, Borrower agrees:

A. PROPERTY ENCUMBERED. The restriction shall be recorded against real property ("Property") located in SALT LAKE COUNTY as more fully described as follows:

LEGAL DESCRIPTION:

Beginning at the Northwest corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey, Salt Lake County, State of Utah; and running thence East 116.8 feet; thence South 165.0 feet; thence West 116.8 feet; thence North 165.0 feet to the point of beginning.

TOGETHER WITH a four (4) foot strip of vacated street abutting on the West.

The above land also being described by survey as follows:

A parcel of land situate in the Northwest quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point South 89°53'07" West 4.0 feet from the Northwest corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey, said point also being North 89°58'19" East 64.15 feet and South 69.41 feet from the street monument at the intersection of 600 West Street and 200 South Street, and running thence North 89°53'07" East 120.85 feet along the South line of 200 South Street; thence South 00°03'33" East 165.08 feet; thence South 89°53'08" West 120.85 feet to the East line of 600 West Street; thence North 00°03'33" West 165.08 feet along the East line of 600 West Street to the point of beginning.

Tax Parcel Nos.: 15-01-151-015

Subject Property ("Property") is also known by property address: 579 W 200 S, Salt Lake City UT 84101.

B. RESTRICTIONS.

(1) All Olene Walker Housing Trust Fund monies, regardless of the source of funds, 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 Trust 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 Trust 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 HOME rents as described in the following section.
 - (b) has at least 70 percent of the Olene Walker Housing Trust 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 Trust 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 must sustain the High rents as described in the following section.
- (3) Every Olene Walker Housing Trust Fund assisted unit, whether federally funded or State funded, is subject to rent limitations that ensure rents are affordable to low and very low-income families. Maximum rents are referred to as HOME rents as further defined in 24 CFR 92.252.
- (a) High HOME rents: 80% of assisted rental units must have rents that are the lesser of: A) Section 8 Fair Market Rents or area-wide exception rents for existing housing, minus tenant paid utilities, or B) rents which are 30% of adjusted income for households at 65% of median income, minus tenant paid utilities.
 - (b) Low HOME rents: 20% of assisted rental units must have rents which equal 30% of annual income for households at 50% of median income, minus tenant paid utilities.
 - (c) Projects with five or more HOME-assisted rental units shall reserve 20% of those units for very low-income families.
- (4) In projects where Low-Income Housing Tax Credits are part of the financing:
- (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.
 - (i) Low HOME rent units are subject to the lower of the Low HOME rent or the tax credit rent.
 - (ii) High HOME rent units are subject to the lower of the High HOME rent or the tax credit rent.
 - (b) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply:
 - (i) 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.
 - (ii) Rent may 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.
 - (iii) In a joint tax credit/HOME-assisted unit, the stricter HOME requirements apply.
- (5) **Property shall include no less than a total of 6 HOME-assisted units on a floating basis, which will consist of 1 studio, 2 one-bedroom, 1 two-bedroom, 1 three-bedroom, and 1 four-bedroom units. A minimum of two Low HOME units shall be maintained at all times, and the remainder shall be High HOME units.**

C. ENFORCEMENT.

- (1) This deed restriction constitutes an enforceable restriction, runs with the title to the Property, shall not be subordinated, and shall survive any foreclosure proceeding. If the deed restriction is violated, the Beneficiary will be irreparably damaged unless the deed restriction is specifically enforced. In the event of a violation of the deed restriction, the Beneficiary may institute and prosecute a proceeding to enforce the deed restriction, enjoin the continuing violation, and exercise any other rights and remedies provided by law or equity.
- (2) If an enforcement action is initiated and Beneficiary prevails, Beneficiary shall be entitled to its costs and attorneys' fees from the owner of the property, and an order requiring that units reserved for low income housing shall be brought into and remain in conformity with the deed restriction throughout the affordability period and until the loan is paid off, whichever date is later.

D. TERM.

This Deed Restriction is irrevocable, runs with the land, and is binding upon the successors, assigns, lenders, and beneficiaries of the parties. This Deed Restriction runs from the date of execution and remains in effect

during the Affordability Period under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended, or until the Trust Deed Note of like date is paid in full, whichever is later. Upon such occurrence, this Deed Restriction will automatically terminate without need for any other documentation, notice or recorded material.

Dated this 24th day of MARCH, 2021

Central West Apartments, LLC, a Utah limited liability company,
(Borrower)

By: GBR Housing IV, LLC, a Utah limited liability company,
Its Manager

By: Gardner Batt, LLC, a Utah limited liability company,
Its Manager

By: Michael D. Batt
Name: Michael D. Batt
Title: Manager

STATE OF UTAH)

ss:

COUNTY OF Salt Lake)

On the 19 day of March, 2021 personally appeared before me Michael D. Batt, who being by me duly sworn did say that he is the Manager of Gardner Batt, LLC, a Utah limited liability company, and that the attached instrument was signed on behalf of said Company, and said person acknowledged to me that said limited liability company executed the same.



[Signature]
Notary Public