

WHEN RECORDED MAIL TO:

Utah Department of Workforce Services  
Housing and Community Development Division  
Olene Walker Housing Trust Fund  
1385 South State Street, 4<sup>th</sup> Floor  
Salt Lake City, UT 84115

139954-LKF

01-099-0-0004 & 01-099-0-0029

Space Above This Line for Recorder's Use

LOAN NO: RDP1792

DEED RESTRICTION

THIS DEED RESTRICTION ("Restriction") is made and effective as of the 25<sup>th</sup> day of NOVEMBER 2020 by WILLOW CREEK IV-V ASSOCIATES OF GRANTSVILLE, 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 TOOELE COUNTY as more fully described as follows:

LEGAL DESCRIPTION:

PARCEL 1:

A parcel of land, situate in the Southeast quarter of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, and in Block 21 of Grantsville City, more particularly described as follows:

Beginning at the Northeast corner of Lot 4, Block 21, Plat "A", Grantsville City Survey, which is located South 00°48'42" East 929.70 feet along the measured monument line, as described above, and West 1,578.24 feet from the found monument at the East quarter corner of Section 36, Township 2 South, Range 6 West, and running thence South 00°13'59" West 155.55 feet; thence North 89°46'01" West 92.50 feet; thence North 00°13'59" East 155.55 feet to the South line of Apple Street; thence South 89°46'08" East 92.50 feet along said South line, to the point of beginning.

PARCEL 2:

The North half of Lot 6, Block 21, Plat "A", Grantsville City Survey.

Being also described by survey as follows:

A parcel of land, situate in the Southeast quarter of Section 36, Township 2 South, Range 6 West, Salt Lake Base and Meridian, and in Block 21 of Grantsville City, more particularly described as follows:  
Beginning at the Northeast corner of Lot 6, Block 21, Plat "A", Grantsville City Survey, which is located South 00°48'42" East 928.36 feet along the measured monument line, as described above, and West 1,908.22 feet from the found monument at the East quarter corner of Section 36, Township 2 South, Range 6 West, and running thence South 00°13'59" West 155.54 feet; thence North 89°46'01" West 165.14 feet to the East line of Cooley Street; thence North 00°10'59" East 155.54 feet along said East line, to the South line of Apple Street; thence South 89°46'08" East 165.28 feet along said South line, to the point of beginning.

Tax Parcel Nos.: 01-099-0-0004 & 01-099-0-0029

Subject Property ("Property") is also known by property address: 269 W Apple Street & 290 W Plum Street, Grantsville UT 84029.

**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 3 LIH-assisted units on a floating basis, which will consist of 3 one-bedroom units. Project will also have a total of 3 NHTF-assisted units on a floating basis, which will consist of 3 one-bedroom 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.**

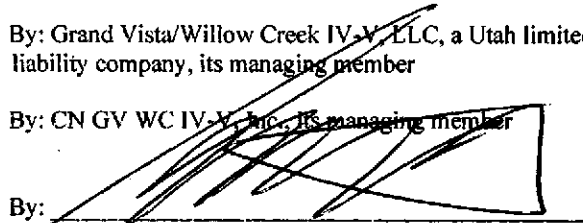
This Deed Restriction is irrevocable, runs with the land, and is binding upon the successors, assigns, lenders, and beneficiaries of the parties. This Deed Restriction runs from the date of execution and remains in effect during the Affordability Period under Section 92.252 or Section 92.254 of 24 CFR 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 23<sup>rd</sup> day of November, 2020.

WILLOW CREEK IV-V ASSOCIATES OF  
GRANTSVILLE, LLC,  
(Borrower)

By: Grand Vista/Willow Creek IV-V, LLC, a Utah limited liability company, its managing member

By: CN GV WC IV-V, Inc., its managing member


By:   
Name: Scott Niblack  
Its President

STATE OF ~~UTAH~~ Colorado,  
COUNTY OF Denver

ss:

On the 23 day of NOV, 2020 personally appeared before me Scott Niblack, who being by me duly sworn did say that he is the President of CN GV WC IV-V, Inc., 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.



  
Notary Public