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Restrictive Covenants PAGE 1/34

RHONDA FRANCIS SUMMIT COUNTY RECORDER

FEE 40.00 BY HABITAT FOR HUMANITY



WHEN RECORDED RETURN TO:

Helen E. Strachan
Summit County Attorney's Office
PO Box 128
60 North Main
Coalville, Utah 84017

Tax IDs: SCVC-81-82-6, SCVC-81-82-8, SCVC-81-82-11, SCVC-81-82-13

**RESTRICTIONS
CONCERNING AFFORDABLE HOUSING UNITS
AT SILVER CREEK VILLAGE: SCVC 81-82
(CROWN PROGRAM UNITS, Parcel 82 Lots 6, 8, 11 & 13)**

THESE RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT SILVER CREEK VILLAGE (hereinafter this "**Deed Restriction**") govern Lots 1, 2, 3, and 4, Silver Creek Village Center Lot 82 of Lot 2 Subdivision, , as more particularly described in Exhibit A- Legal Description of the Property, attached hereto, and is made and entered into as of the 23 day of May, 2022 (the "**Effective Date**") by Summit County, a political subdivision of the State of Utah (the "**County**"), Village Development Group, Inc, a Utah Corporation ("**Developer**"), and Habitat for Humanity of Summit and Wasatch Counties, Utah, Inc, a Utah 501(c)(3) nonprofit corporation ("**Habitat**"). The County, Developer and Habitat may individually be referred to as a "Party" or collectively as the "Parties."

Recitals

A. On or about August 4, 2015, the County entered into the Development Agreement for the Silver Creek Village Specially Planned Area (the "**Agreement**") with Liberty Capital Lending, LLC and Gayle Larsen, the master developers of the Silver Creek Village Specially Planned Area. The Agreement was recorded on August 6, 2015 as Entry No. 1025271 (Book 2307, Page 1549) in the Office of the Summit County Recorder; and

B. Subsequent to execution of the Agreement, the master developers transferred certain portions of the Silver Creek Village Specially Planned Area to other parties, including the transfer of certain parcels to Developer; and

C. The Agreement, per Section 5.2 "Affordable Housing Requirements," requires the construction of Workforce Housing Unit Equivalents or "WUEs," as that term is defined in the Agreement, subject to a number of requirements to ensure that they are oriented towards persons employed in the County and remain affordable to those employed in the County, in perpetuity, including sales beyond the original owner; and

D. On November 26, 2018, Developer recorded the Silver Creek Village Center Lot 2 Subdivision plat as Entry No. 01102101 (Book 2487, Page 1754) in the Summit County Recorder's Office (the "**Plat**"). The Plat consists of eighty-three (83) lots with Lots 81, 82, and 83 intended for WUEs. Developer has proposed to donate to Habitat, Lot 81 and Lot 82 of Summit County Tax Parcel ID SCVC-2 ("**Lot 81**," "**Lot 82**," or collectively "**Lots 81 and 82**"), on terms set forth in a separate agreement between Developer and Habitat; and

E. Habitat is a nonprofit organization that advocates for, and owns and develops, affordable housing in Summit and Wasatch Counties; and

F. Habitat has proposed to develop a total of fourteen (14) WUEs on Lots 81 and 82, with four WUEs on Lot 81 and ten (10) WUEs on Lot 82,

G. Habitat entered into a real estate purchase agreement with Developer dated September 8, 2020 wherein Habitat has the right to purchase four (4) WUEs of the ten (10) WUEs on Lot 82, and immediately assigned its purchase rights to those four (4) WUEs (the "**Units**") to Mountain Maple, LLC, a Utah limited liability company ("**Mountain Maple**"). Wasatch Back Affordable Housing, Inc., a Utah nonprofit corporation ("**WBAH**") is the managing member of Mountain Maple, LLC. The four (4) WUEs on Lot 82 assigned to purchase by Mountain Maple, LLC are hereinafter referred to as the "Units" and are subject to this Deed Restriction; and

H. On July 21, 2021 Habitat subdivided Lots 81 and 82, recorded as Entry No. 1168928 (Book 2680, Page 957) in the Summit County Recorder's Office. A project map depicting Lots 81 and 82 is attached hereto as Exhibit A-2; and

I. Utah Housing Corporation has awarded Mountain Maple certain Low-Income Housing Tax Credits to finance the Units per the Utah Housing Corporation's "CROWN" program, which is a fifteen-year "rent-to-own" program subject to IRC Section 42 compliance requirements, and Mountain Maple has entered into Reservation Agreements with Utah Housing Corporation, dated February 5, 2021 and July 19, 2021, to obtain the Low-Income Housing Tax Credits through Utah Housing Corporation.

J. The Units will be subject to subject to a separate "Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants," (the "**LURA**"), between Mountain Maple and Utah Housing Corporation, which LURA will be recorded in the Office of the Summit County Recorder shortly after the recordation of this Deed Restriction. The LURA describes the terms and conditions of the fifteen-year compliance period or rental period and subsequent right of first refusal purchase option for the tenants occupying the Units; and

K. This Deed Restriction relates only to the Units. The remaining ten (4) WUEs on Lot 81 are subject to separate deed restrictions and are not subject to this Deed Restriction; and

L. On June 24, 2021, the County, Developer and Habitat entered into a "Workforce Housing Agreement" setting forth more specific timelines and other details

related to the affordable housing requirements; said Workforce Housing Agreement was recorded in the Office of the Summit County Recorder as Entry No.1169598 at Book 2682 Page 0729; and

M. On or about February 22, 2022, the County, Developer and Habitat entered into the "First Amendment to Workforce Housing Agreement" adjusting the targeted AMIs for some of the Units. The First Amendment to the Workforce Housing Agreement was recorded in the Office of the Summit County Recorder as Entry No.1183916 at Book 2725 Page 229; and

N. Habitat intends to assist Mountain Maple in applying Habitat's own standards to the qualification and selection of applicants for the Units subject to Mountain Maple's required compliance with IRC Section 42 during the period each of the Units is subject to the LURA and the County acknowledges and agrees that Habitat is authorized and entitled to provide such assistance using its own separate application processes, application requirements, agreements and obligations to qualify applicants to rent the Units, (collectively, the "**Applicant Rental Documents**"), and to the extent that any provision of the Applicant Rental Documents is more restrictive than this Deed Restriction with regard to any issue governed by this Deed Restriction, the Parties intend that the Applicant Rental Documents shall govern such issue, and to the extent that any provision of the Applicant Rental Documents is less restrictive than this Deed Restriction with regard to any issue governed hereby, this Deed Restriction shall govern such issue.

Covenants and Restrictions

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants set forth herein, the County hereby submits the Units to the following covenants and restrictions:

1. DEFINITIONS.

- 1.1. "**Area Median Income**" or "**AMI**" means the median income for Summit County, Utah as the same is issued annually by the U.S. Department of Housing and Urban Development and calculated and published by Utah Housing Corporation during the period the Unit is subject to the LURA.
- 1.2. "**Capital Improvements**" means material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to, all Permitted Capital Improvements.
- 1.3. "**Compliance Period**" means the fifteen-year compliance period as that term is used in the LURA.

- 1.4. **"County"** means Summit County, a political subdivision of the State of Utah. Actions to be taken or decisions to be made by the County hereunder are to be taken or made by the Summit County Council or the department, employee or third-party designee selected by the County Council to carry out such responsibilities or to administer, generally, the affordable housing programs for the County.
- 1.5. **"Disability"** means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.
- 1.6. **"Domicile"** means the place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or his or her household voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.
- 1.7. **"Employment-Qualified Purchaser"** means the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) meets the "Employment Qualified" terms and conditions of Subsection 1.20.2.
- 1.8. **"First Mortgage"** means a Mortgage (as defined in Section 1.13) having priority as to all other Mortgages encumbering the Unit or any part thereof or interest therein.
- 1.9. **"Habitat Requirements"** means, Habitat's own separate applications processes, application requirements, agreements and obligations to qualify applicants to purchase the Units in connections with Habitat's selection of applicants when the Unit is no longer subject to the LURA, and, to the extent that any provision of the Habitat Requirements
- 1.10. **"Homeowner Area Median Income" or "HAMI"** means, at the time of a resale of a Unit by the Initial Purchaser, the median income for the County as the same is calculated and published annually by the U.S. Department of Housing and Urban Development.
- 1.11. **"Household"** means all related and unrelated individuals occupying a Unit as their Primary Residence.
- 1.12. **"Initial Purchaser"** means, with respect to a Unit, a purchaser who has purchased the Unit at the end of the Compliance Period subject to the terms and conditions of the LURA and the Retained Equity Agreement, attached to the LURA as Exhibit B thereto and described in Subsection 2.2, below.
- 1.13. **"Maximum Resale Price"** means the price above which the Unit may not be sold, as calculated by the County using the formula included in Section 5.4, as

applicable upon resale by the Initial Purchaser of the Unit. The initial Maximum Resale Prices for the Units are set forth in Exhibit B.

1.14. "**Mortgage**" means a mortgage, deed of trust or similar security instrument by which the Unit or any part thereof or interest therein is encumbered.

1.15. "**Net Worth**" means the amount of total assets of the individuals or household that exceed total liabilities, as determined by the County. For purposes of this calculation, the term "total assets" shall not include funds in retirement accounts that have an early withdrawal penalty.

1.16. "**Notice**" means correspondence complying with the provisions of Section 16.

1.17. "**Owner-occupied**" means a Unit that is occupied by the Initial Purchaser of the Unit as the Initial Purchaser's Primary Residence.

1.18. "**Permitted Capital Improvements**" means certain Capital Improvements made to the Unit with the prior written consent of the County in compliance with this Deed Restriction that may increase the Maximum Resale Price under Section 5.4.

1.19. "**Primary Residence**" means the place where Domicile has been established.

1.20. "**Partially Qualified Purchaser**" means a prospective purchaser of the Unit from the Initial Purchaser who meets the requirements of a "Qualified Purchaser" set forth in Section 1.20, except that the household income of the prospective purchaser shall not exceed 100% of the HAMI.

1.21. "**Qualified Purchaser**" means a prospective purchaser of the Unit from the Initial Purchaser who meets the following requirements:

1.21.1. Is "**Income Qualified**", which means the Household of the purchaser earns not more than eighty percent (80%) of the HAMI for the County; AND

1.21.2. Is "**Employment Qualified**" which means:

1.21.2.1. the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) is employed full time at a business (or businesses if multiple part-time jobs) located in the County. For purposes of this Section 1.20, "full time" is defined as working for a business or businesses located in the County a minimum of 1,560 hours per year (or approximately 30 hours per week), or if self-employed, the purchaser must be registered as a business entity in the State of Utah, have a current the County business license, and provide substantial goods and/or services within the County, or

1.21.2.2. the purchaser (or at least one purchaser if the Unit is being purchased by two or more individuals) is a retired person who was a full-time employee of a business located within the County for at least two continuous years immediately preceding his or her retirement; or

1.21.2.3. the purchaser is unable to work due to a Disability; AND

1.21.3. The Qualified Purchaser's Household shall not have a Net Worth in excess of four (4) times the HAMI for the County at the time of reference (with HAMI being for a household of four regardless of the household size of the purchaser). Habitat and the County may establish policies and procedures for evaluating whether an applicant is a Qualified Purchaser, and any determinations made regarding an applicant's qualifications shall be final.

1.22. **"Reasonable Efforts"** means good faith efforts to advertise the Unit for sale by the Initial Purchaser at its Maximum Resale Price through appropriate local means as determined by the County. The County may establish standards for what constitutes Reasonable Efforts under this Deed Restriction.

1.23. **"Tenant"** means an occupant of a Unit, during the period the Unit is subject to the LURA referenced above, other than an owner or operator.

1.24. **"Unit"** means a single-family residential unit on a lot or development parcel and is occupied by a single family or household.

1.25. **"Unit Owner"** means the transferee or transferees receiving title to, or a fee interest in, the Unit and all subsequent person(s) vested with record title of the Unit according to the records of the County Recorder of Summit County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation.

2. LURA; RETAINED EQUITY AGREEMENT.

2.1. The LURA contains specific requirements and other terms and provisions with respect to the rental and sale of Units during the term of the LURA. This Deed Restriction will be subordinate to the LURA. However, to the extent that any provisions of the LURA are more restrictive than this Deed Restriction, in regards to the compliance requirements of the LURA or the provisions of the LURA with respect to the rental and sale of the Units, the Parties agree that the provisions of the LURA shall govern such issues, and, to the extent that any provision of the LURA is less restrictive than this Deed Restriction with regard to any issue governed by both this Deed Restriction and the LURA, this Deed Restriction shall govern such issue. In the event of any conflict between this Deed Restriction or the Habitat Requirements and

the LURA with respect to rights of first refusal to purchase the Units, the provisions of the LURA shall prevail.

2.2. In addition, a Retained Equity Agreement, in the form attached to the LURA as Exhibit B thereto (a "**Retained Equity Agreement**"), shall be recorded against each Unit at the time the Unit is sold to the Initial Purchaser, and this Deed Restriction shall be subordinate to the Retained Equity Agreement. The Retained Equity Agreement precludes a windfall of equity to the Initial Purchaser of the Unit given that the reduced purchase price, as defined in the LURA, to the Initial Purchaser, is anticipated to be well below the Maximum Resale Price. The Retained Equity Agreement also provides the Initial Purchaser the opportunity to accrue pro-rata equity in the Unit for the number of years the Initial Purchaser rented the Unit during the period the LURA was of record.

3. OCCUPANCY REQUIREMENT DURING THE RENTAL PERIOD

3.1. **Income Qualifications:** The Units shall be rented to households whose incomes are subject to the provisions of the LURA during the term of the LURA and occupied in compliance with IRC Section 42. Rental of the Units shall be determined with reference to Exhibit C (amended annually) to determine whether the total initial Household income is at or below the income limit required in the LURA.

The Units shall be rented to qualifying Tenants whose income is in compliance at all times with the provisions of the LURA, during the term of the LURA, and the Utah Housing Corporation Compliance Manual, as amended from time to time.

Maximum Permitted Tenant Initial Income: Throughout the compliance period as set forth in the LURA, each Unit will be leased to Tenants who, at the time of initial occupancy, have a combined qualified household income, as determined in accordance with IRC Section 42, which is 55% or less of the County AMI as published by Utah Housing Corporation; ~~provided, however,~~ that with the written approval of Utah Housing Corporation, such approval to be given or withheld in Utah Housing Corporation's sole discretion, the limitation may be increased to such percent of the County AMI as approved by Utah Housing Corporation up to but not exceeding 60%.

3.2. **Workplace Priority:** In addition, the Unit Owner shall offer the Unit to renters giving priority to Households:

3.2.1. with at least one person employed full time at a business (or businesses if multiple part-time jobs) located in the County. "Full time" is defined as working for a business or businesses located in the County a minimum of 1,560 hours per year (or approximately 30 hours per week), or if self-employed, the person must be registered as a business entity in the State of Utah, have a current County business license, and provide substantial goods and/or services within the County; OR

3.2.2. with at least one person being a retired person who was a full-time employee of a business located within the County for at least two continuous years immediately preceding his or her retirement; OR

3.2.3. with at least one person unable to work due to a Disability.

The rental of the Unit to a Tenant who is not income qualified and/or who does not meet the workplace priority above does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent lease of the Unit.

4. RENTING THE UNIT.

4.1. Maximum Permitted Rents: Throughout the extended use period (as set forth and defined in Section 2.9 of the LURA), each of the Units will be leased for a maximum monthly rental amount which equals 50% of AMI. Maximum monthly rental prices of the Units shall be determined with reference to Exhibit D (amended annually) to determine whether the maximum monthly rental amount is at or below the Maximum Permitted Rents required in the LURA.

This maximum monthly rental amount is calculated as follows:

(a) First, multiply the monthly rent limit applicable to the Unit as calculated by Utah Housing Corporation for the applicable year, based on bedroom size, based on 50% of AMI by 2 (to arrive at a rental amount based on 100% of AMI);

(b) Second, multiply the product derived in (a) above by 50%:

provided, however, that with the written approval of Utah Housing Corporation, such approval to be given or withheld in Utah Housing Corporation's sole discretion, the multiplier in the LURA, may be increased to such percent as approved by Utah Housing Corporation up to but not exceeding 60%.

For purposes of determining the maximum monthly rental fee pursuant to the LURA, the maximum monthly rental fee amount shall include the allowance for Tenant-paid utilities as provided in IRC Section 42 or notices or regulations issued or promulgated for thereunder.

5. **SELLING THE UNIT.**

5.1. The Parties agree the Unit shall be sold at the end of the Compliance Period in accordance with the terms and conditions of the LURA and Exhibit B to the LURA, the Retained Equity Agreement.

5.2. County's Option to Purchase. In the event that neither the Tenant of a Unit under the "CROWN" program nor Utah Housing Corporation or its qualified designee chooses to exercise their respective rights of first refusal on the Unit pursuant to the LURA, and before the Unit Owner may sell the Unit to a third party, the Unit must first be offered to the County as follows:

5.2.1. *Notice of Intent to Sell.* Once the Unit Owner decides to sell the Unit, the Unit Owner shall provide Notice to the County of its intent to sell, which shall be substantially the same form as set forth in Exhibit E (the "**Notice of Intent to Sell**"). The Notice of Intent to Sell shall include a proposed sale price not to exceed the Maximum Resale Price. The Notice of Intent to Sell shall be served on the County in accordance with Section 16. The date on which the Notice of Intent to Sell is served on the County is the "**Offer Date.**"

5.2.2. *Option to Purchase.* The County shall have the option (the "**Option**") to purchase the Unit for a period of sixty (60) days. The Option shall be freely assignable by the County to a third party. The County may exercise the Option by delivering the Unit Owner Notice of exercise of the Option (the "**Exercise Notice**") before the expiration of the Option Period. The County shall endeavor to notify the Unit Owner of whether it will exercise the Option as early as possible within the Option Period. If the County elects to exercise the Option, the County shall close within thirty (30) days after delivering the Exercise Notice. During the Option Period, the Unit Owners shall not sell any interest in such Unit, however, if the County: (i) notifies the Unit Owner that it will not exercise the Option; (ii) fails to deliver the Exercise Notice (or notice that it will not exercise the Option) during the Option Period; or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice (unless such closing date is extended by the parties), then the Option shall automatically terminate without the need for further notice or documentation.

5.3. Subsequent Sale of the Unit. Upon termination of the County's Option under Section 5.2 or in the event Utah Housing Corporation does not exercise its right of first refusal pursuant to the LURA, the Unit Owner shall have the right to sell the Unit to a Qualified Purchaser as follows:

5.3.1. *Potential Purchasers List.* The County shall maintain a list of persons interested in purchasing deed restricted housing that potentially meet the definition of a Qualified Purchaser (the "**Potential Purchasers List**"). Once the Unit is available for sale, the County shall, if requested by the Unit Owner, assist

in facilitating delivery of Unit Owner's marketing information to parties on the Potential Purchasers List.

5.3.1.1. The County may adopt written guidelines and policies to more specifically regulate the eligibility and priorities of Qualified Purchasers that are not inconsistent with the criteria set forth in Section 1.20 above and this Deed Restriction, and the Agreement. Persons wishing to be evaluated for Qualified Purchaser status will be required to provide income and employment documentation to the County for evaluation. Notwithstanding that the County will assist the Unit Owner in locating a purchaser for the Unit, the County makes no representation that a Qualified Purchaser that is willing and able to close on the purchase will be identified through the Potential Purchasers List.

5.3.1.2. **The Unit Owner is not prohibited from entering into a purchase contract with a potential purchaser prior to the purchaser being approved by the County; however, the Unit Owner does so at the risk of the purchase contract being voided if the potential purchaser is not subsequently approved. In any event, a potential purchaser must be approved as a Qualified Purchaser by the County for the purchase of the Unit within five (5) business days after entering into a purchase contract.**

5.3.2. *Sale to Qualified Purchaser.* If the County does not exercise its Option under Section 5.2 or in the event Utah Housing Corporation does not exercise its right of first refusal pursuant to the LURA, the Unit Owner shall undertake Reasonable Efforts for a period of not less than ninety (90) days after termination of the Option Period to negotiate a contract for sale of the Unit to a Qualified Purchaser. In no instance shall the Unit Owner be required to sell the Unit for less than the Maximum Resale Price.

5.3.3. *Sale to Partially-Qualified Purchaser.* If after ninety (90) days of Reasonable Efforts of marketing the Unit for sale, the Unit Owner is unable to enter into a purchase contract with a Qualified Purchaser, the Unit Owner shall, for a period of thirty (30) additional days, undertake Reasonable Efforts to enter into a contract with a Partially-Qualified Purchaser.

5.3.4. *Sale to an Employment-Qualified Purchaser.* If, after one hundred and twenty (120) total days of Reasonable Efforts of marketing the Unit for sale, the Unit Owner is unable to enter into a purchase contract with a Qualified Purchaser or a Partially-Qualified Purchaser, the Unit Owner, shall for a period of sixty (60) additional days, undertake Reasonable Efforts to enter into a contract with an Employment-Qualified Purchaser.

5.3.5. *Sale to Non-Qualified Purchaser.* If, after undertaking Reasonable Efforts to sell the Unit to a Qualified Purchaser (90 days), to a Partially Qualified

Purchaser (additional 30 days), and to an Employment Qualified Purchaser (additional 60 days – for 180 days total), the Unit Owner has not entered into a purchase contract to sell the Unit to a person who qualifies under this Deed Restriction, then the Unit Owner shall have the right to sell the Unit to any person who will meet the owner-occupancy requirement. **The sale of the Unit to a non-qualified purchaser does not limit the applicability of this Deed Restriction in any way with respect to such purchaser's use, occupancy and subsequent resale of the Unit.**

5.4. *Maximum Resale Price.* In no event shall the Unit Owner, including the Initial Purchaser of the Unit who has purchased the Unit under the terms and conditions of the LURA, sell the Unit for an amount that exceeds the Maximum Resale Price. The Maximum Resale Price shall be calculated by the County by taking the price the Unit Owner paid for the Unit (the "**Owner's Purchase Price**") and adding to that amount the following: (i) 0.25% of the Unit Owner's Purchase Price for each complete month that the Unit Owner owned the Unit (equivalent to 3% per year), which percentage increase shall not be compounded; (ii) the amount of any Permitted Capital Improvements; and (iii) a unit transfer fee that may be charged by the County at closing to defray the cost of monitoring this Deed Restriction and facilitating the sale of the Unit, which fee may not exceed one-half of one percent (0.5%) of the Maximum Resale Price (or the actual sales price if less). The Maximum Resale Price is further subject to the maintenance requirements (and possible adjustments) of Article 7. Appreciation of the Unit Owner's Purchase Price as described in this paragraph shall not apply for the period the Unit Owner is found in default pursuant to Article 11. A purchaser shall pay no more for the Unit than is set forth in this Section 5.4 and shall not pay on behalf of seller any real estate commissions, closing costs, or other capital improvements attached to the Unit that are not Permitted Capital Improvements, or any other costs or fees not made a part of the purchase contract. The sale of any separate personal property such as appliances or furnishings may not be a condition of sale of the Unit. A purchaser shall pay all costs associated with financing the purchase of the Unit and all other closing costs customarily paid by purchasers of similar property in the County.

5.5. *Recording of Affidavit Prior to Sale.* In conjunction with conveyance of the Unit, the parties (Unit Owner and purchaser) and the County shall execute a *Combined Certification and Affidavit* in substantially the same form as set forth in Exhibit E, which document shall be recorded in the Office of the County Recorder. Failure to record the signed *Combined Certification and Affidavit* within five (5) business days after the closing shall be considered grounds for default and possibility of reverter pursuant to Article 10.211.

5.6. *Permitted Capital Improvements.* With the exception of capital improvements made during the period the Unit is subject to the LURA, the Unit Owner may include the cost of certain Permitted Capital Improvements, as more particularly described in Exhibit G attached hereto in the Maximum Resale Price. With the exception of

capital improvements made by the Unit Owner during the period the Unit is subject to the LURA, Permitted Capital Improvements must be approved in advance by the County and shall be added to the Maximum Resale Price only after the Unit Owner submits to the County: a signed Unit Owner's affidavit (on a form provided by the County) verifying that the work was performed on the Unit, paid for by the Unit Owner, and that any submitted receipts are valid and correct, receipts (original or duplicate) to verify the actual amounts expended by the Unit Owner; and copies of any building permit(s) or certificate(s) of occupancy issued by the Summit County Building Department with respect to the improvements, if required. Note: The County shall have no obligation to approve requests for qualifying Permitted Capital Improvements that are submitted more than six (6) months after the completion date of the work. The County shall have the right to inspect the work prior to making a determination whether it qualifies as Permitted Capital Improvements. Capital Improvements that failed to obtain any needed building permits, including final inspections and certificates of occupancy shall not qualify as Permitted Capital Improvements.

5.6.1. *Out of Pocket Costs.* In calculating the costs included under this Section 5.6, only the Unit Owner's actual out of pocket costs and expenses shall be eligible. Amounts related to profit, labor (sweat equity) or appreciation in Unit value will not be approved.

5.6.2. *Other Limitations.* At no point in time shall the total amount of the Permitted Capital Improvements exceed ten percent (10%) of the Maximum Resale Price, on a cumulative basis, unless approved by the County in writing. The cost of all non-permanent Permitted Capital Improvements shall be depreciated on a straight line basis at the rate of ten percent (10%) per annum for ten (10) years commencing one (1) year after the date of installation.

5.6.3. *County Discretion to Approve.* The County shall have the ultimate authority to determine whether any requested improvement qualifies as a Permitted Capital Improvement.

5.6.4. *No Limitation on Unit Owner's Right to Make Improvements.* The provisions of this Section 5.6. and any related terms in this Deed Restriction shall not be interpreted as prohibiting the Unit Owner from making any desired and lawful modifications or improvements to the Unit at any time whatsoever. These provisions merely serve to establish a cap on the amount and type of improvements that may increase the price of the Unit for a subsequent purchaser, as it is the intent of this Deed Restriction that the Unit remain permanently affordable to members of the local workforce. Note, however, that improvements to the exterior of the Unit and certain interior improvements may be subject to design review and approval in accordance with the governing documents for Silver Creek Village Owners Master Association.

5.6.5. **No Guaranty.** Nothing herein shall be construed as a representation or guaranty by the County that the Unit Owner will receive the Maximum Resale Price for the Unit upon sale.

6. OCCUPANCY REQUIREMENT DURING THE OWNERSHIP PERIOD

6.1. **Unit Owner Occupation Required.** In the event the Unit is converted to a "for sale" Unit pursuant to the LURA and the Retained Equity Agreement, the Unit shall be Owner-occupied unless a Unit Owner receives prior written consent of the County who, in its sole and absolute discretion, may grant an exception.

6.2. **Unauthorized Rental; County's Option to Purchase.** Any unauthorized rental of the Unit, when the Unit is no longer subject to the LURA, by the Unit Owner in violation of this Article 6 is strictly prohibited. In addition to any other remedies available to Habitat for any such violation, this prohibition is secured by an option in favor of the County to purchase the Unit from the Unit Owner subject to this Section. Should the County determine that the Unit is being rented in violation of this Deed Restriction, then the County shall send a written notice of default to Habitat, the Unit Owner and the Unit Owner's tenant(s) indicating that the tenants' rights, including but not limited to occupancy, are immediately extinguished and that the County's option to purchase the Unit will be exercised unless either: (i) the issue has been resolved to the satisfaction of the County within 60 days; or (ii) Habitat shall have provided the County with notice that Habitat has commenced a foreclosure proceeding under the Habitat Requirements or otherwise taken action to enforce the provisions of this Article 6. Thereafter, the County's Option shall follow the procedures and timing set forth in Article 5, with the County as the buyer and the Unit Owner as the seller. Should Unit Owner fail to execute conveyance documents or take any other action necessary to complete the sale of the Unit to the County, the Unit Owner shall be responsible for any and all court costs and attorney's fees to compel performance of such conveyance.

6.3. **Habitat Requirements.** Nothing in this Article 6 shall be interpreted to amend, supplant, abridge or otherwise waive a Unit Owner's obligations under any separate Habitat Requirements. Any Unit Owner subject to restrictions set forth in any Habitat Requirements shall still be liable under any and all separate agreements with Habitat in the event of an unauthorized rental, occupancy termination and/or the option to purchase provisions commencing by the County.

7. MAINTENANCE OF UNIT; PRE-SALE INSPECTION; INSURANCE.

7.1. **Minimum Maintenance Standards.** The Unit shall at all times remain in compliance with the maintenance requirements of Utah Housing Corporation's Credit Compliance Manual as published by Utah Housing Corporation (the "**Compliance Manual**") during the period the Unit is subject to the LURA. Thereafter, the Unit shall at all times be maintained in good, safe, and habitable condition in all respects, normal wear and tear excepted, and in full compliance with all applicable laws,

ordinances, rules and regulations of any authority having jurisdiction over the Unit. In addition, if the Unit is converted to a "for sale" Unit, **the Unit must be maintained to certain minimum standards of physical condition, as set forth in Exhibit H, for the Unit to be offered for sale at the Maximum Resale Price.**

7.2. **Pre-Sale Inspection and Assessment.** The Unit shall at all times remain in compliance with the inspection and assessment requirements of the Compliance Manual during the period the Unit is subject to the LURA. After the LURA is no longer of record, and thirty (30) days prior to offering the Unit for sale (which period may be waived or reduced at the discretion of the County), the Unit Owner must contact the County, and the County will conduct an inspection of the Unit. After inspection, the Unit Owner will be provided a list of items that must be remedied prior to closing to bring the Unit to the minimum maintenance standards such that it may be offered at the Maximum Resale Price. The list will include the County's estimate of the cost to complete necessary maintenance and repairs. The Unit Owner shall then either make the necessary repairs, or the estimated cost of said repairs will be deducted from the Maximum Resale Price. If the Unit Owner chooses not to perform the repairs and accept the reduction in the Maximum Resale Price, then the inspection results and the repair estimate must be disclosed to any potential purchaser before the expiration of any inspection contingency periods associated with the purchase. This requirement applies to any sale of the Unit including under the County's Option as set forth in Section 5.2.

7.3. **Insurance.** To the extent such insurance is not provided by The Village at Park City Homeowners Association, the Unit Owner shall continuously insure the Unit against all risks of physical loss for the full replacement cost of the Unit.

8. ANNUAL COMPLIANCE REPORT.

To the extent that Habitat does not provide an annual compliance report, the Unit Owner shall complete and provide to the County an annual compliance report on a form to be provided by the County. Failure of the County to mail or otherwise provide the annual compliance report form to Habitat or the Unit Owner does not discharge the obligations of the Unit Owner to comply with this Deed Restriction or report compliance to the County on an annual basis. As part of the reporting process, the County may request additional documentation from Habitat and the Unit Owner to demonstrate compliance, and Habitat and the Unit Owner shall provide such additional documentation in the timeframe and manner requested or shall be subject to default as outlined in Article 11. In conjunction with the Annual Compliance Report, the County may conduct a physical inspection of the Unit.

9. MORTGAGE PROTECTION.

9.1. **Subordination to First Mortgage.** Except as provided in this Article 9, this Deed Restriction shall be subject and subordinate in all respects to the LURA and to the, liens, terms, covenants and conditions of the First Mortgage encumbering the Unit and to all advances validly secured by said First Mortgage.

9.2. Notice of Default; Notice of Foreclosure. Notwithstanding the subordination provision above, the holder of a First Mortgage shall serve Notice on the County per Article 16: (a) if the Unit Owner is in default of the First Mortgage for more than 60 days; and (b) if foreclosure proceedings have commenced against the Unit.

9.3. Option to Acquire Unit from First Mortgagee. If the holder of a First Mortgage takes title to the Unit by way of trustee's sale, foreclosure, deed-in-lieu of foreclosure or similar means, except instances where Habitat is the First Mortgagee and conducted the foreclosure proceedings, the County shall have the right to purchase the Unit from the holder by delivering Notice to said holder of the First Mortgage within sixty (60) days after the date the holder takes title to the Unit (the "**Exercise Period**"); provided, however, that said holder shall have served Notice of such event upon the County in accordance with Section 5.2 above or the Exercise Period shall be extended to 60 days after the date of service of Notice. The purchase price to be paid by the County for the Unit shall be equal to the lesser of: (a) the amount of outstanding principal, delinquent payments, and any advances validly secured by the First Mortgage; or (b) the Maximum Resale Price, plus the sum of all taxes, interest, insurance, and title insurance then due and payable. Provided the lender has acted to cure any default within one hundred eighty (180) days or within a reasonable time established by industry standards (if greater), the purchase price may also include reasonable attorneys' fees and other reasonable costs incurred to recover the Unit through a trustee's sale, foreclosure, deed-in-lieu of foreclosure or other similar means. In the event the County timely exercises such right to purchase the Unit, the County shall close on the purchase within thirty (30) days following the date that the County delivers Notice of its intent to acquire the Unit (the "**Closing Deadline**").

9.4. No Impact on Foreclosure Sale. The provisions of Section 9.3 shall not impair the holder of a First Mortgage from causing the Unit to be sold at public sale by way of judicial or non-judicial foreclosure. Any purchaser at such sale (other than the holder of the First Mortgage as provided in this Article 9) shall acquire the Unit subject to this Deed Restriction. In the event of such public foreclosure sale, the County shall have no rights greater than or different from others bidding for the Unit, except that the County shall have the post-foreclosure option to purchase described in Section 3.

9.5. Termination of Deed Restriction Upon Foreclosure: Applicability. If the holder of a First Mortgage acquires the Unit via foreclosure sale or similar legal means as described in Section 9.3 above and the County does not exercise its option to purchase the Unit (by either failing to deliver Notice to the holder within the Exercise Period or failing to close on such purchase by the Closing Deadline), then the provisions of this Deed Restriction shall automatically terminate with respect to the Unit and the holder of the First Mortgage shall be entitled to transfer the Unit free and clear of this Deed Restriction. In such event the owner of the Unit may, but shall not be required to, file in the Office of the Summit County Recorder an affidavit or other notice of termination, reciting the events giving rise to the termination of this Deed Restriction. Any such termination of this Deed Restriction with respect to the

Unit shall not affect the enforceability of this Deed Restriction or similar restrictions with respect to other units that are subject to this Agreement.

The above-described termination of this Deed Restriction shall apply only to the acquisition of the Unit by (or through) the holder of a First Mortgage strictly as described in the preceding paragraph. **If any other person or entity (including the County) shall acquire the Unit through foreclosure or trustee's sale or by any similar means, such acquisition shall be made, and the Unit shall remain, subject to the terms and conditions of this Deed Restriction which shall not be automatically terminated by said foreclosure sale or other transfer event.**

10. CERTAIN MORTGAGES VOID; PENALTY FOR FRAUD.

10.1. Encumbrance Exceeding Maximum Resale Price is Void. In the event any encumbrance, including the refinancing of a First Mortgage, when recorded against the Unit causes the total lien amount of all encumbrances (regardless of whether caused individually or cumulatively, and regardless of the actual amount of the offending encumbrance) to exceed the Maximum Resale Price, the encumbrance, subject to the provisions of this Article 10, shall be **void ab initio**. This Deed Restriction exists to preserve affordability for targeted income households and any encumbrance that exceeds the Maximum Resale Price (whether taken individually or as the result of the cumulative of all encumbrances) violates public policy and, on its face, constitutes predatory and illegal lending practices. The encumbrance exceeding the Maximum Resale Price is void in its entirety and there shall be no replacement equitable encumbrance in an amount not exceeding the Maximum Resale Price. An affidavit filed by County reciting this requirement and the Maximum Resale Price at the time of the recording of the encumbrance declaring the intention to void the encumbrance shall be sufficient to void the encumbrance of record. Notwithstanding the foregoing, the voiding of the security for a promissory note or underlying debt instrument shall not automatically void such indebtedness. For purposes of loans from governmental agencies or other approved (by the County) lenders such as the Veterans Administration or the U.S. Department of Agriculture - Rural Development wherein 100% of the purchase price is financed and costs of loans (not to exceed 5% of the loan amount) are permitted, such loans shall not violate the provisions of this Section 10.1.

10.2. Fraud by Unit Owner; Penalty. The Unit Owner has acknowledged the existence of this Deed Restriction and is aware of the provisions contained herein. The act of executing a debt instrument and encumbrance in an amount exceeding the Maximum Resale Price is an act of fraud and against public policy. Accordingly, the perpetrator of such act should not benefit from such activities so, upon the recording of an encumbrance executed by the Unit Owner exceeding the Maximum Resale Price, all right, title and interest of Unit Owner in the Unit shall revert to the County. This reversion to the County shall be perfected by the County recording an affidavit stating this requirement and the Maximum Resale Price at the time of the recording. The reversion of the Unit to the County and the voiding of the encumbrance recorded

against the Unit shall not relieve the Unit Owner of any underlying debt obligations to the lender.

11. DEFAULT AND REMEDIES.

11.1. **Default.** Noncompliance with any part of this Deed Restriction constitutes a default, which shall include but are not limited to: (a) unauthorized rental of all or a portion of the Unit; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence; (d) failure to pay the monetary penalties of Section 11.2; (e) failure to submit the Annual Compliance Report required by Article 8; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) failure to record the affidavit required in Section 5.5.

11.2. **Monetary Penalties.** Upon Notice from the County to a Unit Owner of default, the Unit Owner shall have thirty (30) days to cure such noncompliance. If the Unit Owner does not cure the noncompliance within thirty (30) days, the County may assess monetary penalties against the Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after providing Notice per Article 16. Unless during the rental period per Articles 2 and 3, rental of any Unit shall constitute an automatic default without the need to provide the Unit Owner Notice and an opportunity to cure the noncompliance. In those instances, the County may charge any Unit Owner that rents that Unit Owner's Unit automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night. The County shall also provide Habitat with a copy of all notices given to Unit Owner under this Section.

11.3. **County to Maintain a Possibility of Reverter.** If a Unit Owner does not cure the default within thirty (30) days, then the County shall notify Habitat that the Unit Owner remains in default and provide Habitat with an opportunity to cure the default. Habitat shall have thirty (30) days to cure the default. If Habitat does not cure the default, then the County may initiate the process of obtaining title to such Unit Owner's Unit as further described in this paragraph. The County shall send Notice to Habitat and the Unit Owner that contains the specific default, the dates of such noncompliance, a record of other Notices sent regarding such default, and that notifies the Unit Owner of an informal hearing before the Summit County Council to take place within sixty (60) days of such Notice, at which Habitat and the Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the Summit County Council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the Unit Owner's default. Upon a final ruling of default against such Unit Owner, the occurrence of such condition subsequent shall trigger the County's right to title in fee simple to the Unit Owner's Unit, and, upon the exercise of such right by the County, title will revert to and become revested in the County, and such title will be revested fully and completely in it, and the County will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the County's exercise

of its reversionary interest, the County shall repay, or cause to be repaid any debt or obligation incurred by the Unit Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of the Unit, any reversionary interest of the County granted by this Section 11.3 shall terminate in regards only to that specific finding of default. If the County pays, or causes to be paid, pursuant to this Section 11.3 amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the County may seek a deficiency judgment against such Unit Owner for the difference between the amount paid and the Maximum Resale Price.

11.4. Right To Purchase. Upon a finding of default by an informal hearing conducted by the Summit County Council as described in Section 11.3, a Unit Owner shall offer to sell the Unit to Habitat for the Maximum Resale Price less any penalties owed. If Habitat declines to purchase the Unit, then the Unit Owners shall offer to sell the Unit to the County for the Maximum Resale Price less any penalties owed. In the event Habitat and the County declines to purchase the Unit, the County shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 11.2, to exercise or assign its right to purchase pursuant to this Section, or to seek any other remedy provided to it at law or in equity.

11.5. Violation of Criminal Code. In addition to the remedies contained herein the Unit Owner and other individuals dealing with the transfer and/or management of the Unit (including lenders, Realtors, attorneys and title professionals) may be subject to the provisions of Summit County Code §5-2-7: Affordable Housing Fraud (as may be amended or replaced).

11.6. Remedies Not Exclusive. Except as provided in Section 11.2 regarding the termination of the County's reversionary interest upon a sale pursuant to Section 11.3, no remedy conferred by any of the specific provisions of this Deed Restriction is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

11.7. Attorney Fees. If any party shall take or defend against any action for any relief against another party arising out of this Deed Restriction, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.

12. ENFORCEMENT.

12.1. The County and Habitat shall monitor compliance with the terms of this Deed Restriction and have the power to exercise all remedies available at law and in equity to ensure compliance by the Unit Owner and their successors in interest.

13. TERM.

13.1. This Deed Restriction shall be subordinate to the LURA and the Retained Equity Agreement. This Deed Restriction shall continue in full force and effect for 60 years after the Effective Date (and automatically extended for five (5) year periods thereafter) unless terminated sooner by the mutual agreement of the Unit Owner and the County (the "Term"). If the Deed Restriction is so terminated, or terminated for any reason whatsoever, the Unit Owner shall remain subject to the restrictions herein regarding the Maximum Resale Price until such time as they sell the Unit, at which time the Unit may be sold at a market price but such Unit Owner shall be entitled to retain the proceeds of sale as if the Unit sold at the Maximum Resale Price, with the difference between the net proceeds at the Maximum Resale Price and the actual (market rate) sales price being transferred to the County to be utilized in furtherance of the County's affordable housing goals (as determined by the Summit County Council). Alternatively, the Unit Owner at the time of termination may have an appraisal performed of the Unit (by an appraiser of the County's choosing), at the Unit Owner's expense, and pay directly to the County the difference between the then Maximum Resale Price and the proceeds from a hypothetical market rate sale (based on the appraisal value), and continue to own the Unit except that it shall be unencumbered by any provision of this Deed Restriction. In either case the Deed Restriction shall not terminate with respect to the Unit until the required payment is actually received, unencumbered, by the County.

14. CHOICE OF LAW. This Deed Restriction shall be governed and construed in accordance with the laws of the State of Utah.

15. RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND.

15.1. Recording. Upon execution by the County, this Deed Restriction shall be recorded and filed in the Official Records of Summit County, Utah.

15.2. Covenants Run with the Land. The County intends, declares and covenants, on behalf of itself and all future Unit Owners, that this Deed Restriction and the covenants and restrictions set forth herein, regulating and restricting the rents, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit, for the benefit of the County, shall encumber the Unit, and shall be binding upon the County and all subsequent Unit Owners.

16. MISCELLANEOUS.

16.1. Notice. Any and all notices or demands to the Unit Owner or person(s) required or desired to be given hereunder shall be in writing and shall be validly given or made if (a) deposited in the U.S. mail, certified or registered, postage prepaid, return receipt requested, (b) sent by commercial courier keeping records of deliveries and attempted deliveries, or (c) via hand delivery with signed acknowledgment of receipt by a person of suitable age and discretion. Service by U.S. mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Any notice or demand to the Unit Owner shall be addressed to the address of the Unit Owner appearing on the County tax records.

16.1.1. Any and all notices or demands to the County shall be in writing and shall be served by (a) mail or commercial courier provided to the Summit County Clerk or his/her authorized agent authorized by appointment or by law to receive service by signing a document indicating receipt or (b) via hand delivery with signed acknowledgment of receipt by the Summit County Clerk or his/her authorized agent authorized by appointment or by law. Service shall be complete on the date the receipt is signed. Any notice or demand to the County shall be addressed to:

Summit County Clerk
P.O. Box 128
Coalville, Utah 84017

With a copy to:

Summit County Attorney
P.O. Box 128
Coalville, Utah 84017

16.1.2. Any and all notices or demands to Habitat shall be in writing and shall be served by (a) mail or commercial courier provided to Habitat or its authorized agent authorized by appointment or by law to receive service by signing a document indicating receipt or (c) via hand delivery with signed acknowledgment of receipt by an authorized agent authorized by appointment or by law. Service shall be complete on the date the receipt is signed. Any notice or demand to the Habitat shall be addressed to:

Habitat for Humanity and Mountain Maple, LLC
Attn: Executive Director
P.O. Box 682704
Park City, Utah 84068

With a copy to:

Matthew B. Hutchinson
HOGGAN LEE HUTCHINSON
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

Utah Housing Corporation
2479 South Lake Park Drive
West Valley City, Utah 84120
ATTN: Vice President, Housing Development

16.1.3. The parties may change their respective addresses for the purpose of receiving notices or demands as herein provided by Notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others or the recording of a change of address by the County.

16.2. Paragraph Headings. Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

16.3. Gender and Number. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

16.4. Modifications. Any modification of this Deed Restriction shall be effective only when made by writings signed by the County and the Unit Owner and recorded in the Official Records of Summit County, Utah.

16.5. Incorporation of Recitals. The recitals set forth at the beginning of this Amended Deed Restriction are incorporated herein by this reference.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

VDG:

Village Development Group Inc., a Utah corporation

By: [Signature]
Name: Matthew Lowe
Its: President

STATE OF UTAH)
COUNTY OF Morgan : ss.

The foregoing document was acknowledged before me this 16th day of May, 2022, by Matthew Lowe, the President of Village Development Group Inc., a Utah corporation.



[Signature]
NOTARY PUBLIC
Residing at: 203 W 1550 S,
Morgan, UT 84250

COUNTY:

Summit County, a Utah political subdivision

By

Thomas C. Fisher

Thomas C. Fisher, County Manager

APPROVED AS TO FORM:

Helen E. Strachan

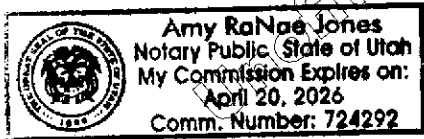
Helen E. Strachan, Deputy County Attorney

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing document was acknowledged before me this 19 day of May, 2022, by Thomas C. Fisher, the County Manager of Summit County, a Utah political subdivision.



Amy R. Jones

NOTARY PUBLIC

Residing at: Henfes, Utah

HABITAT FOR HUMANITY OF SUMMIT & WASATCH COUNTIES:

By Habitat for Humanity of Summit & Wasatch Counties
Its Executive Director

By Shellie Barrus
Shellie Barrus

STATE OF UTAH)
COUNTY OF Summit : ss.

The foregoing document was acknowledged before me this 18 day of May, 2022, by Shellie Barrus, Executive Director of Habitat for Humanity of Summit & Wasatch Counties.

Meagan Nielsen

NOTARY PUBLIC

Residing at: 1244 East Lorraine Dr.
Salt Lake City, UT 84106



EXHIBIT A

Legal Description of the Property

- Parcel Number SCVC-81-82-6
Legal Lot 6, Silver Creek Village Center Lots 81 & 82 Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.
Tax ID # SCVC-81-82-6
Parent Parcels SCVC-2-81, SCVC-2-82
- Parcel Number SCVC-81-82-8
Lot 8, Silver Creek Village Center Lots 81 & 82 Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.
Tax ID # SCVC-81-82-8
Parent Parcels SCVC-2-81, SCVC-2-82
- Parcel Number SCVC-81-82-11
Lot 11, Silver Creek Village Center Lots 81 & 82 Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.
Tax ID # SCVC-81-82-11
Parent Parcels SCVC-2-81, SCVC-2-82
- Parcel Number SCVC-81-82-13
Lot 13, Silver Creek Village Center Lots 81 & 82 Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.
Tax ID # SCVC-81-82-13
Parent Parcels SCVC-2-81, SCVC-2-82

EXHIBIT A-2
Project Map

SILVER CREEK VILLAGE CENTER
LOT 82 SUBDIVISION

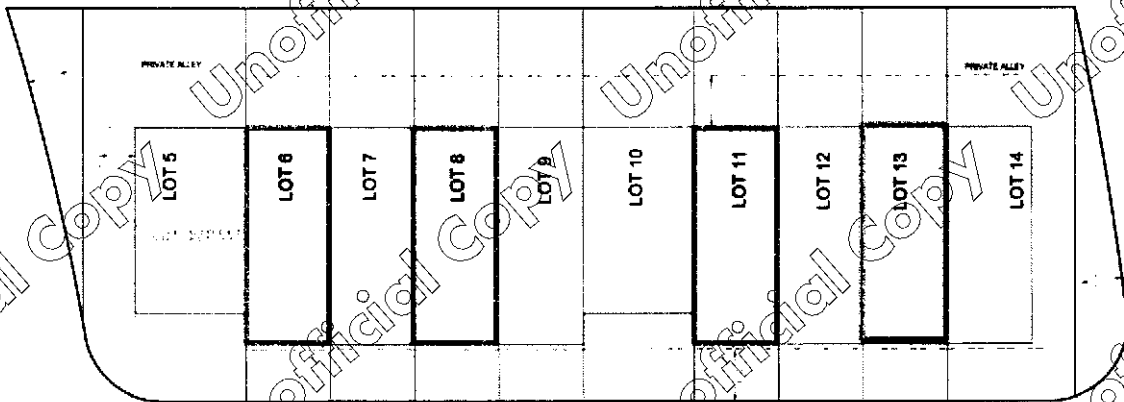


EXHIBIT B

Maximum Sales Price should be calculated at the time the Unit becomes available (certificate of occupancy) based on the following criteria + 3% appreciation per year.

- Number of bedrooms (determines estimated family size credit)
- 5% Down payment
- Interest rate
- Estimated annual property taxes
- Estimated annual insurance
- Estimated annual Private Mortgage Insurance (PMI)
- Estimated monthly common charges (Master HOA)
- Estimated monthly HOA fees

Resale will be based on the initial Maximum Resale Price plus 3% annual appreciation (.25% per month) + Capital Improvements as per Exhibit G.

Initial Maximum Base Resale Price

Single Family Homes - Mountain Maple- CROWN Units

Use	Bedrooms	AMI	Units	Max. Sales Price*
Single Family Homes	Three Bedroom	80%	4	\$387,990
SCVC-2-82 Lots 6, 8, 11, 13				
1307 Village Green Trail				
1315 Village Green Trail				
1329 Village Green Trail				
1337 Village Green Trail				

*Subject to adjustment under Section 3.4.

EXHIBIT C
2022 Income Qualification Table
(as amended annually by HUD and
published by Utah Housing Corporation
during the term of the LURA)

2022 MAXIMUM INCOME LIMITS									
Median 2022	AMI	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
134,700	80%	74,880	85,600	96,320	106,960	115,520	124,080	132,640	141,200
	70%	65,520	74,900	84,280	93,590	101,080	108,570	116,060	123,550
	60%	56,160	64,200	72,240	80,220	86,640	93,060	99,480	105,900
	50%	46,800	53,500	60,200	66,850	72,200	77,550	82,900	88,250
	40%	37,440	42,800	48,160	53,480	57,760	62,040	66,320	70,600
	30%	28,080	32,100	36,120	40,110	43,320	46,530	49,740	52,950
	20%	18,720	21,400	24,080	26,740	28,880	31,020	33,160	35,300

EXHIBIT D

**2022 Maximum Permitted Monthly Rents
Including Utilities by Median Income
(as amended annually by HUD and
published by Utah Housing Corporation
during the term of the LURA)**

2022 MAXIMUM GROSS RENTS						
AMI	STUDIO	1 BDRM	2 BDRM	3 BDRM	4 BDRM	5 BDRM
80%	1,872	2,006	2,408	2,781	3,102	3,423
70%	1,638	1,755	2,107	2,433	2,714	2,995
60%	1,404	1,504	1,806	2,085	2,326	2,567
50%	1,170	1,253	1,505	1,738	1,938	2,139
40%	936	1,003	1,204	1,390	1,551	1,711
30%	702	752	903	1,042	1,163	1,283
20%	468	501	602	695	775	855

Exhibit E

Notice of Intent to Sell

I [insert name], the owner of [insert property address] (the "Unit"), am hereby providing Summit County with a Notice of Intent to Sell as outlined in Section 5.3. of the Deed Restriction covering the Unit. I intend to sell the Unit at the following price (which may not exceed the Maximum Resale Price as set forth in the Deed Restriction):

\$ _____

The terms and conditions of such intended sale are as follows [if none, write 'none']:

I understand that after the County's receipt of this Notice, the County has the option, for a period of sixty (60) days, to purchase the Unit under the terms of Article 5 of the Deed Restriction. I understand that during such 60 day period, the County may:

- A. Exercise the option to purchase on the terms and within the time periods set forth in the Deed Restriction; or
- B. Notify me that the option to purchase will not be exercised, at which point I will be free to sell the Unit to a Qualified Purchaser (or other eligible party) in accordance with the Deed Restriction.

Sincerely,

[Owner]

EXHIBIT F

Combined Certification and Affidavit

A. Certification and Consent to Transfer.

Summit County hereby certifies that _____ of _____, is a 'Qualified Purchaser' under the terms set forth in the RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT SILVER CREEK VILLAGE dated _____ and recorded in the Summit County Recorder's Office on _____ as Entry No. _____ (Book _____ Pages _____), and consents to the transfer of the residence located at _____, Park City, Utah for a sales price not to exceed \$ _____ as calculated pursuant to the Deed Restriction.

Summit County

By: _____

Date: _____

B. Affidavit of Buyer and Seller.

The undersigned, "**Seller**" and "**Buyer**", hereby affirm that the restricted affordable housing unit located at _____ Park City, Utah 84098 (Unit __, Bear Claw) is being sold at or below the Maximum Resale Price set forth in the TO RESTRICTIONS CONCERNING AFFORDABLE HOUSING UNITS AT SILVER CREEK VILLAGE executed on _____ and recorded in Book _____ Pages _____ in the Office of the Summit County Recorder (the "**Deed Restriction**"). A copy of the Deed Restriction is attached hereto.

As of the date of the contract for sale the approved Maximum Resale Price is \$ _____. The property is being sold for a total purchase price of \$ _____. There is no other consideration paid by or on behalf of Buyer to Sellers or Sellers' agents other than the purchase price set forth herein.

Seller and Buyer affirm and acknowledge that under the Deed Restriction the price upon resale has limits and any attempt to circumvent such Deed Restriction could be a violation of applicable criminal ordinances.

Buyer further affirms that any income and employment information provided to Summit County or its designee in conjunction with the purchase of the residence is true and accurate and that Buyer is purchasing the residence for personal use. By affirmation hereof, Buyer acknowledges the applicability and validity of the Deed Restriction and understands and agrees that any subsequent conveyance or sale will be subject to limitations and requirements set forth therein including, but not limited to, sales price, income qualifications of the purchaser, improvements and the like. Buyer acknowledges that any future

conveyance of the residence not approved in advance by the County under the Deed Restriction will be null and void and of no force or effect.

Finally, Seller and Buyer hereby authorize the release of the Closing Statement by the closing agent to the County or its designee for the sole purpose of tracking the ownership change and financial details of the sale.

Seller

Buyer

Matt Lowe

Date: 5-16-22

Date: _____

Notary Acknowledgments

STATE OF UTAH
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this 16th day of May by "Seller" Matt Lowe



Lisa Wehsey
Notary Public

STATE OF UTAH
COUNTY OF SUMMIT

The foregoing instrument was acknowledged before me this ___ day of ___ by "Buyer" _____

Notary Public

EXHIBIT G

Permitted Improvements

1. The term “**Permitted Capital Improvements**” as used in Section 5.7 of the Deed Restriction shall include only new construction and/or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, and shall be limited to the following items:

- a. the addition of new residential square footage (or conversion of existing space to residential square footage), or the addition of new decks, patios or similar space that expands or extends the practical residential use of the unit;
- b. improvements made for the purpose of energy and water conservation;
- c. improvements to benefit seniors and/or handicapped persons;
- d. improvements made for the purpose of improving the safety, health and/or quality of life of occupants including fire safety/suppression systems, air conditioning, water or air filtration, water softeners and similar items; and
- e. improvements required by any government agency.

2. Permitted Capital Improvements shall not include any of the following items:

- a. upgrades to, or replacement of, appliances, plumbing and mechanical fixtures, carpets, and similar items that were included as part of the original construction of the Unit;
- b. upgrades to, or the addition of decorative items, including lights, window coverings, and similar items;
- c. repairing, replacing and/or maintaining existing fixtures, appliances, plumbing and other mechanical fixtures, painting, carpeting and other similar items;
- d. hot tubs, spas, saunas/ steam showers and other similar items;
- e. any changes or additions to the Unit made by the County prior to sale of the Unit to the Owner; and
- f. landscaping.

3. Permitted Capital Improvement items and their associated costs must be approved by Summit County in writing prior to being added to the Maximum Resale Price as described in 5.5 of the Deed Restriction. If there is a disagreement regarding the eligibility of any Permitted Capital Improvements, Summit County shall have the final and exclusive authority to interpret the provisions of this Exhibit E.

EXHIBIT H

**MINIMUM STANDARDS FOR
SELLER TO RECEIVE MAXIMUM RESALE PRICE**

- Clean Unit
- No excessive wear and tear of carpet
- Scratches, holes, burned marks (other than normal wear and tear) repaired in hardwood floors, linoleum, tile, counter tops, etc.
- Walls and ceilings paint ready – no unpatched holes or stickers etc left thereon
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors in working order with no holes
- All locks on doors work
- All keys will be provided (e.g. door, mailbox, garage)
- All mechanical systems in working order
- All light fixtures in working order
- All appliances are in good working order and good condition
- No plumbing leaks or drips
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection