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RASHELLE HOBBS
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 6 P.

NATIVE AMERICAN
HOUSING ASSISTANCE
AND SELF-
DETERMINATION ACT
USEFUL LIFE/USE RESTRICTION

RECIPIENT GUIDANCE 2014-09(R)

NATIVE AMERICAN HOUSING ASSISTANCE AND SELF- DETERMINATION ACT USEFUL LIFE/USE RESTRICTION (Indian Housing on Fee Land with Pro-rated Recovery Amount)

Address: 171 W Homestead Farms Ln, Apt 4, West Valley City UT 84119
Located at: Tax parcel 15-34-176-074
Lot _____, in the subdivision known as _____,
shown by map on file in Book No. _____, pages _____ through
_____ of Maps _____, Records of County of _____,
and State of _____.

or

Legal Description:

Lot 20, HOMESTEAD FARMS PLANNED UNIT DEVELOPMENT (AMENDED), according to the official plat thereof, as recorded in the office of the County Recorder, Salt Lake County, State of Utah, on October 19, 1977 as Entry No. 3012412, in Book 77-10P of Plats, at Page 321, and further defined and described in the Declaration of Covenants, Conditions and Restrictions recorded June 24, 1977, as Entry No. 2961789, in Book 4508, at Page 1362, of official records (as said Map and Declaration may heretofore be amended and/or supplemented). TOGETHER WITH a nonexclusive easement of use and enjoyment, and the undivided percentage of ownership, if any, in and to the projects common areas and facilities as defined and provided for in said Map and Declaration.

This Affordable Native American Useful Life/Use Restriction, a covenant running with the land, (hereinafter the **Land Restriction**), dated this 25th day of September, 2019, for good and valuable consideration, is hereby declared covenanted and made by Isaac Huether (hereinafter the **Owner**), who is the owner(s) of the Property. The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted by **Cowlitz Indian Tribal Housing**, a tribally designated housing entity, (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

1. DEED RESTRICTED

1.1 **Use Restrictions.** The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe or an eligible State recognized tribe who are low-income. The terms "federally recognized tribe," "State recognized tribe" and "low-income" are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter **NAHASDA**), 25 U.S.C. §§ 4101, et seq.

1.2 **Subsequent Owners.** Family or household members who take Subsequent Ownership will not be subject to the binding agreement. However, the binding commitment will not terminate upon subsequent family/household ownership, the binding commitment will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction for the remaining affordability period

After seven (7) years but within eight (8) years of the date of the grant	30 % of the debt
After eight (8) years but within nine (9) years of the date of the grant	20 % of the debt
After nine (9) years but within ten (10) years of the date of the grant	10 % of the debt
After ten (10) years but within eleven (11) years of the date of the grant	-0- % of the debt

(a) If the property is not a single family unit, the Tribe shall be entitled to recover the full amount contributed for any violation of the Land Restriction agreement during the duration of this Land Restriction.

2.4 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement. Exception: In the event of foreclosure, the foreclosing company will not be liable.

3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.

3.1 Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: Cowlitz Indian Tribal Housing 107 Spencer Road Toledo, WA 98591 that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low Income Native Americans. The Tribe may offer to assist the Owner and subsequent owners in finding individuals eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to the property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

4.0 USEFUL LIFE

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135(a)(2). In section 1.4 of this Land Restriction agreement, a Term has been set for this Land Restriction and that Term should not be less than what is acceptable to the Secretary of HUD based on the nature and the amount of IHBG funds to this Property. The Tribe should ensure that a Land Restriction has been obtained for a Term that meets HUD's standards.

5.0 MISCELLANEOUS

5.1 Amendment. Any amendment to this Land Restriction by an Owner of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.

5.2 Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

5.3 Homestead Waiver. This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.

Executed as of the date first written above.


OWNER:
* Osamu Kueth

CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)
Tribe: Cowlitz Indian Tribal Housing
Signature: Sheryl Bertucci
Name & Title: Sheryl Bertucci, Executive Director
Date: _____

State of Utah

County of Salt Lake

On this 26th of September, 2019 personally appeared before me, the undersigned Notary Public, personally appeared ISAAC HUETHER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public
My commission expires: _____

