

WHEN RECORDED RETURN TO:

Executive Director  
Utah Housing Finance Agency  
554 South 300 East  
Salt Lake City, Utah 84111

6281571  
02/15/96 4:21 PM \*\*NO FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: V ASHBY DEPUTY - WI

4728

**AMENDMENT TO**  
**LOW-INCOME HOUSING CREDIT COMMITMENT AGREEMENT**  
**AND DECLARATION OF RESTRICTIVE COVENANTS**

6281571

This Amendment to Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants (the "Amended Agreement") is made effective as of the 31st day of December, 1995, by and between Ridgeland, L.C., a Utah limited liability company, its successors and assigns (the "Project Owner"), and Utah Housing Finance Agency ("Agency") an independent state agency and a body politic incorporated in the State of Utah.

**RECITALS**

WHEREAS, the Project Owner and the Agency entered into and executed that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants, dated December 18, 1995 (the "Original Agreement"), which was recorded in the Salt Lake County Real Property Records on December 21, 1995, as Entry No. 6241792, Book 7295, Page 2808, which provided for certain regulatory and restrictive covenants governing the use, occupancy, and transfer of that certain low-income housing tax credit project (the "Project") located upon and being a part of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, paragraph 13 of the Original Agreement contains a typographical error and the parties desire to amend the Original Agreement to correct the error.

NOW, THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Project Owner and the Agency agree as follows:

1. Paragraph 13 of the Original Agreement is hereby amended by substituting the phrase "80 three-bedroom units" as it appears in the second line of paragraph 13, with the phrase "6+ three-bedroom units".
2. All other terms, conditions and provisions of the Original Agreement shall continue in full force and effect.
3. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Associated Title Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

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

OWNER:

RIDGELAND, L.C., a Utah  
limited liability company

*Martin R. Houck*  
By: Martin R. Houck  
Its: Manager

AGENCY:

UTAH HOUSING FINANCE AGENCY

*William H. Erickson*  
By: William H. Erickson  
Executive Director

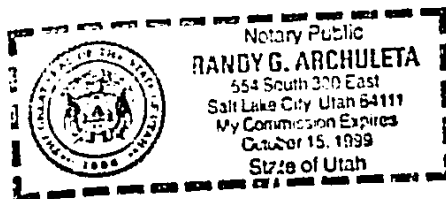
STATE OF UTAH )  
 ) : ss.  
COUNTY OF SALT LAKE )

On this 15 day of February, 1996, personally appeared before me William H. Erickson, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Executive Director of the Utah Housing Finance Agency, and that the foregoing document was signed by him in behalf of the Utah Housing Finance Agency by authority of a resolution of its board of directors, and said William H. Erickson acknowledged to me that said corporation executed the same.

*Randy G. Archuleta*  
NOTARY PUBLIC  
Residing at:

My Commission Expires:

Oct 15, 1999



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

On this 12 day of February, 1996, personally appeared before me Martin R. Houck, Manager of RIDGELAND, L.C., a Utah limited partnership, who duly acknowledged to me that he executed the above document on behalf of RIDGELAND, L.C..

*Barbara A. Spradling*  
NOTARY PUBLIC

My Commission Expires:

7-20-97

Residing at: *4024 So State #16*

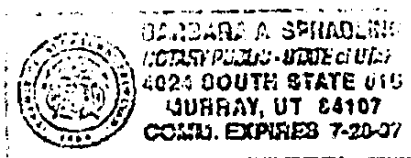


EXHIBIT A

County of Salt Lake, State of Utah:

PARCEL 15204580100000

BEG 33 FT N & 628.253 FT E FR S 1/4 COR SEC 20, T 1S, R 1W, S L M; N 370.237 FT;  
E 117.65 FT; S 370.237 FT; W 117.65 FT TO BEG.

PLUS

PARCEL 15204580120000

BEG 33 FT N & 745.903 FT E FR S 1/4 COR SEC 20, T 1S, R 1W, S L M; N 370.24 FT;  
E 244.554 FT; S 370.24 FT; W 244.554 FT TO BEG.

PLUS

PARCEL 15204580140000

BEG 33 FT N & 990.457 FT E FR S 1/4 COR SEC 20, T 1S, R 1W, S L M; N 370.24 FT;  
E 244.554 FT; S 370.24 FT; W 244.554 FT TO BEG.

PLUS

PARCEL 15204580150000

BEG 33 FT N & 1235.011 FT E FR S 1/4 COR SEC 20, T 1S, R 1W, S L M; N 370.24 FT;  
E 148.036 FT; S 0°05'29"; E 370.237 FT; W 148.036 FT TO BEG.

TOTAL ACRES 6.42 M OR L