

When Recorded, Mail To:

Browning Apartments Development

Jeanenne B. Larson, Esq.
Fox, Edwards, Gardiner & Brown
57 West 200 South, Suite 400
P.O. Box 45450
Salt Lake City, UT 84145

954861

\$ 29.50

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WEBER COUNTY RECORDER

DEPUTY *Blankens*

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FILED AND RECORDED FOR
Bonneville Tau

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Browning Apartments

Developer

and

HOUSING AUTHORITY OF THE CITY OF OGDEN

Issuer and

Zions First National Bank

Trustee

REGULATORY AGREEMENT

Dated as of November 1, 1985

Housing Authority of the City of Ogden, Utah

Multifamily Housing Revenue Bonds
(Madison and Browning Apartments Project)

01-004-0063, 0064

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REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT (the "Regulatory Agreement"), made and entered into as of November 1, 1985, by and among Browning Apartments, a Utah limited partnership, its successors, and assigns (the "Developer"), the HOUSING AUTHORITY OF THE CITY OF OGDEN, a public body corporate and politic duly formed and validly existing under the Constitution and the laws of the State of Utah (the "Issuer"), Zions First National Bank, a national banking association having its principal corporate trust office in Salt Lake City, Utah, as Trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Developer is or shall be owner of a 17-unit multifamily rental housing development, known as the Browning Apartments, located in Ogden, Utah (the "Facility"); and

WHEREAS, the permanent financing of the Facility will be provided by a loan to the Developer (the "Loan"), being made concurrently with the recording of this Regulatory Agreement, evidenced by a promissory note ("Note") and a Loan Agreement (the "Agreement") and secured by a mortgage ("Mortgage") on the Facility; and

WHEREAS, the interest rate on the Loan is below the current rate of interest for conventional loans of a type similar to the Loan, which will be funded from proceeds of the sale of the Issuer's Multifamily Housing Revenue Bonds, (Madison and Browning Apartments Project) (the "Bonds"), to be issued pursuant to a Trust Indenture, dated as of November 1, 1985, between the Issuer and the Trustee (the "Indenture"); and

WHEREAS, interest on the Bonds is and shall remain exempt from federal income tax, if, among other things, the Facility continuously complies with Section 103(b)(4)(A) of the Internal Revenue Code of 1954, as amended (the "Code"), and Treasury Regulations and revenue rulings promulgated thereunder; and

WHEREAS, Facility compliance with Section 103(b)(4)(A) of the Code is, in large part, within the control of Developer; and

WHEREAS, the Developer is desirous of obtaining the aforementioned Loan to be funded from the proceeds of the aforementioned tax-exempt Bonds and the Issuer shall not provide Bond proceeds to fund the Loan unless the Developer

shall, by its execution and delivery hereof, consent to be regulated by the Issuer and the Trustee to preserve the tax-exempt status of the interest on the Bonds under Section 103(b)(4)(A) of the Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Developer, the Issuer and the Trustee agree as follows:

Section 1. Term of Agreement This Regulatory Agreement shall become effective upon recording and terminate upon the earlier of (a) termination of the Occupancy Restrictions and the Rental Restrictions as provided in paragraphs (a) and (b) of Section 2 hereof, or (b) an early termination pursuant to the provisions of paragraph (c) of Section 2 hereof.

Section 2. Term of Restriction

(a) Occupancy Restriction The term of the occupancy restrictions set forth in Section 4 hereof ("Occupancy Restrictions") shall commence on the first day on which ten percent (10%) of the units in the Facility are first occupied and end on the latest of the following: (x) the date that is ten (10) years after the date on which fifty percent (50%) of the units in the Facility are first occupied; (y) the date which is fifty percent (50%) of the total number of days which comprise the term of the Bond with the longest maturity among the Bonds after the date on which any of the units in the Facility is first occupied (if the Bonds are refunded, the longest maturity is equal to the sum of the period the Bonds were Outstanding (as defined in the Indenture) and the longest term of any refunding obligation); and (z) the termination date of any assistance provided with respect to the Facility which may be provided subsequent to the date hereof under Section 8 of the U.S. Housing Act of 1937, as amended ("Section 8"), including the initial term and any renewal thereof.

(b) Rental Restriction. The term of the rental restrictions set forth in Section 5 hereof ("Rental Restrictions") will commence immediately and remain in effect during the longer of (i) the period during which any of the Bonds remains Outstanding and (ii) the term of the Occupancy Restrictions set forth in paragraph (a) of this Section 2.

(c) Early Termination of Restriction. This Regulatory Agreement and the restrictions hereunder shall cease to apply to the Facility in the event of involuntary noncompliance as a result of unforeseen events such as fire, seizure, requisition, foreclosure, transfer of title by a

deed in lieu of foreclosure or other similar event, change in a federal law or an action of a federal agency after the date of issue that prevents the Issuer or the Trustee from enforcing the provisions of this Regulatory Agreement, or condemnation or similar event provided (i) Bonds used to provide the Facility are redeemed at the first available call date or (ii) any insurance proceeds or condemnation awards or other amounts received as a result of such loss or destruction are used to provide a facility (a) which meets the requirements of Section 103(b)(4)(A) of the Code and Treasury Regulation Section 1.103-8(b) as amended, or any successor law or regulation; (b) upon which a regulatory agreement similar to this Regulatory Agreement is recorded; and (c) which meets the requirements of Section 103(c) of the Code; provided however, that if this Regulatory Agreement is terminated by reason of the aforementioned foreclosure, transfer of title by deed in lieu of foreclosure or other similar event, and the outstanding Bonds used to provide the Facility are redeemed within a reasonable period and the Facility thereafter ceases to comply with Section 103(b)(4)(A) of the Code, the Developer or any related person, as defined in Treasury Regulation Section 1.103-10(e), during the period in which the Occupancy Restrictions are or would be in effect, covenants and agrees not to obtain an ownership interest in the Facility for federal tax purposes.

Section 3. Facility Restriction. The Developer represents, warrants and covenants that:

(a) The Facility will be constructed for the purpose of providing residential rental property, as such phrase is used in Section 103(b)(4)(A) of the Code, and will constitute a facility as such term is defined in Chapter 18, Title 55 Utah Code Annotated 1953, as amended (the "Act").

(b) The Facility will consist of a building or structure or several proximate buildings or structures that have similarly constructed units and are located on a single tract of land or contiguous tracts of land that will be owned, for federal tax purposes, at all times by one person, together with facilities functionally related and subordinate thereto, including facilities for use by tenants for example, swimming pools, other recreational facilities, parking areas, and other facilities which are reasonably required for the Facility, for example, eating and cooling equipment, trash disposal equipment or units for residential managers or maintenance personnel.

(c) If a unit within a building or structure is occupied by the Developer, the building or structure must include no fewer than four units not occupied by the Developer.

(d) All of the units in the Facility will contain separate and complete living, sleeping, eating, cooking, and sanitation facilities for individuals or families.

(e) None of the units in the Facility will at any time be used on a transient basis, or used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis.

(f) It will restrict the use of proceeds as follows:

(i) None of the proceeds of the Loan (including investment earnings) will be used to provide an airplane, a skybox, or any other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverage for consumption off premises;

(ii) Less than 25% of the proceeds of the Loan will be used directly or indirectly, for the acquisition of land or any interest therein; and

(iii) Rehabilitation Expenditures have been or will be made with respect to the buildings of the Facility in an amount not less than 15% of the cost of such buildings as required by Section 103(b)(17) of the Code.

(g) During the Term of this Regulatory Agreement no unit in the Facility shall be occupied by persons other than persons meeting the requirements of the Act and the income guidelines established by the Issuer pursuant to its Resolution, dated November 21, 1985, as amended or supplemented from time to time, provided that in no event shall such income guidelines be lower than the guidelines in effect on the date of delivery of the Bonds.

Section 4. Occupancy Restriction. The Developer represents, warrants and covenants that:

(a) At least twenty percent (20%) of the completed units (or at least 15% if the Facility is located in a Targeted Area, as such term is defined in Treasury Regulation Section 1.103-8(b)(8)(iii)) in the Facility shall be occupied (or treated as occupied as provided herein) or held available

for occupancy, on a continuous basis by individuals or families of low or moderate income as determined under Section 103(b)(4)(A) of the Code (based on the method for determining low or moderate income in effect on the date the Bonds are issued), except that the percentage of median gross income that qualifies as low or moderate income shall be 80% ("Qualifying Tenants"). The determination of whether an individual or family is of low or moderate income shall be made only at the time the tenancy commences. Any unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualifying Tenant during his or her tenancy in such unit even though such individual or family subsequently ceases to be of low or moderate income. Any completed unit vacated by a Qualifying Tenant shall be treated as being occupied by such prior Qualifying Tenant until re-occupied, other than for a temporary period not to exceed thirty-one (31) days, at which time the character of the unit shall be redetermined. If necessary in order to comply with the Occupancy Restrictions, the next available unit or units in the Facility shall be made available only to individuals or families qualifying as a Qualified Tenant. Notwithstanding the foregoing, the occupants of the unit shall not be considered to be of low or moderate income if all occupants are students (as defined in Section 151(e)(4) of the Code, no one of which is entitled to file a joint return under Section 6013.

(b) As a condition to occupancy, any individual or family intended to be a Qualifying Tenant shall sign and deliver to the Developer the Tenant Eligibility Certification in the form attached hereto as Exhibit A (the "Eligibility Certification"), in which the prospective Qualifying Tenant certifies that he or she is a Qualifying Tenant or he or she and his or her family are Qualifying Tenants. In addition, such individual shall provide whatever other information, documents or certifications are deemed necessary by the Issuer, or the Trustee to substantiate the Eligibility Certification.

(c) The form of lease to be used by the Developer in renting any units in the Facility to a person or family who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person or family to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person or family with respect to the Eligibility Certification.

(d) Eligibility Certifications will be maintained on file at the Facility with respect to each Qualifying Tenant who resides in a Facility unit or resided therein during the

assume by a writing, in a form acceptable to the Issuer and the Trustee and the Agency, as defined in the Agreement, all duties and obligations of the Developer under this Regulatory Agreement, including this Section 6 (the "Assumption Agreement"). The Developer shall deliver the fully executed Assumption Agreement to the Issuer, the Trustee and the Agency prior to the Transfer. In connection with any Transfer, including a Transfer subsequent to an initial Transfer by the Developer, prior to the expiration of the Rental Restrictions and the Occupancy Restrictions, each and every contract, deed or other instrument executed covering or conveying the Facility or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 7. Enforcement.

(a) The Developer shall permit any duly authorized representative of the Issuer to inspect any books and records of the Developer regarding the Facility and with respect to the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Regulatory Agreement, Section 103(b)(4)(A) of the Code and the Act.

(b) In addition to the information provided for in Section 4(e) hereof, the Developer shall submit any other information, documents or certifications requested by the Issuer or the Trustee that the Issuer or the Trustee deems reasonably necessary to substantiate the Developer's continuing compliance with the provisions of this Regulatory Agreement, Section 103(b)(4)(A) of the Code and the Act.

(c) The Issuer, the Developer and the Trustee each covenant that they will not knowingly take or permit any action to be taken that would adversely affect the exemption from federal income taxation of interest on the Bonds. Moreover, each covenant to take any lawful action (including amendment of this Regulatory Agreement as may be necessary, in the opinion of nationally-recognized bond counsel) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 103(b)(4)(A) of the Code and affecting the Facility.

(d) The Developer covenants and agrees to inform the Issuer, the Agency and the Trustee by written notice of any violation of the Developer's obligations hereunder within

five (5) days of first discovering any such violation, and the Issuer and the Trustee covenant and agree to inform, or cause their authorized representative to inform, the Developer and the Agency by written notice of any violation of the Developer's obligations hereunder within fifteen (15) days of first discovering such violation and to provide the Developer a period of time in which to correct such violation. If any such violation is not corrected to the satisfaction of the Issuer and the Trustee within the period of time specified by the Issuer and the Trustee, which shall be at least thirty (30) days after the date any notice to the Developer are mailed, or within such further time as the Issuer and the Trustee determine is necessary to correct the violation without loss of tax-exemption of interest on the Bonds, not, in any event, to exceed any limitations set by applicable regulations, then without further notice, the Issuer and the Trustee shall declare a default (herein an "Event of Default" or a "default") under this Regulatory Agreement effective on the date of such declaration of default, and upon such default, the Developer hereby agrees to pay to the Issuer, an amount equal to any rents or other amounts received by the Developer for any units in the Facility, to the extent that such rents were in violation of this Regulatory Agreement, and the Issuer or the Trustee may take any one or more of the following steps, at their option:

(i) by mandamus or other suit, action or proceeding at law or in equity, require the Developer to perform their obligations and covenants hereunder, or enjoin any acts or things that may be unlawful or in violation of the rights of the Issuer or the Trustee hereunder;

(ii) have access to and inspect, examine and make copies of all of the books and records of the Developer pertaining to the Facility;

(iii) take whatever other action necessary or desirable to enforce the obligations, covenants and agreements of the Developer hereunder; and

(iv) declare a default under the Loan Agreement, accelerate the indebtedness evidenced by the Note.

The Trustee shall have the right, in accordance with this Section 7(d) and the provisions of the Indenture, without the consent, approval or knowledge of the Issuer, to exercise any or all of the Issuer's rights or remedies hereunder.

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(e) The Developer, the Issuer and the Trustee each acknowledge that the primary purpose for requiring compliance by the Developer with the restrictions provided in this Regulatory Agreement is to preserve the federal income tax-exemption of interest on the Bonds, and that the Trustee on behalf of the registered owners from time to time of the Bonds, who are declared to be third-party beneficiaries of this Regulatory Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In determining whether any default or lack of compliance exists under this Agreement, the Trustee shall not be required to conduct any investigation into or any review of the operations or records of the Developer and may rely solely on any notice or certificate delivered to the Trustee by the Developer or the Issuer with respect to the occurrence or absence of a default.

Section 8. Modification of Tax Covenant. The Developer, the Trustee and the Issuer hereby agree as follows:

(a) To the extent any amendment to the Act, the Treasury Regulations or the Code shall, in the written opinion of nationally recognized bond counsel filed with the Issuer, the Trustee and the Developer, impose requirements upon the ownership or operation of the Facility more restrictive than those imposed by this Regulatory Agreement which must be complied with in order to maintain the exemption from taxation of interest on the Bonds, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) To the extent any amendments to the Act, the Treasury Regulations or the Code shall, in the written opinion of nationally recognized bond counsel filed with the Issuer and the Trustee, impose requirements upon the ownership or operation of the Facility less restrictive than imposed by this Regulatory Agreement, this Regulatory Agreement may be amended or modified to provide such less restrictive requirements should the Issuer, in its sole discretion, decide that such requirements should be made applicable to the Facility.

(c) The Developer, the Issuer and, if applicable, the Trustee shall execute, deliver and, if applicable, file or record any and all documents and instruments, necessary to effectuate the intent of this Section 8, and the Developer, and the Issuer hereby appoint the Trustee as their true and lawful attorney-in-fact to execute, deliver and, if

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applicable, file or record on behalf on the Developer or the Issuer, as is applicable, any such document or instrument if either the Developer or the Issuer defaults in the performance of its obligations under this subsection (c); provided, however, that the Trustee shall take no action under this subsection (c) without first providing the Developer or the Issuer, as is applicable, an opportunity to comply with the requirements of this Section 8.

Section 9. Indemnification. The Developer hereby indemnifies, and agrees to defend and hold harmless, the Issuer the Trustee, the Agency and the Insurer, as defined in the Agreement, from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, allegations, claims, demands and judgments of any nature arising from the consequences of a legal or administrative proceeding or action brought against them, or any of them, on account of any failure by the Developer to comply with the terms of this Regulatory Agreement, or on account of any representation or warranty contained herein being untrue.

Section 10. Consideration. The Issuer has issued the Bonds to provide funds to make the Loan to finance the Facility, all for the purpose, among others, of inducing the Developer to construct, equip and operate the Facility. The Trustee has entered into the Indenture and assumed duties and obligations thereunder which facilitate the issuance of the Bonds. In consideration of the issuance of the Bonds by the Issuer, the execution of the Indenture by the Trustee, the Developer have entered into this Regulatory Agreement and has agreed to restrict the uses to which this Facility can be put on the terms and conditions set forth herein.

Section 11. Agent of the Issuer and the Trustee. The Issuer and the Trustee shall have the right to appoint an agent to carry out any of their respective duties and obligations hereunder. The Trustee shall act as the agent of and on behalf of the Issuer and any act required to be performed by the Issuer as herein provided shall be deemed taken if such act is performed by the Trustee. Neither the Trustee nor any of its officers, directors or employees shall be liable for any action taken or omitted to be taken by it hereunder or in connection herewith except for its or their own negligence or willful misconduct. The Trustee may consult with legal counsel selected by it and any action taken or suffered by it in accordance with the opinion of such counsel shall be full justification and protection to it.

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Section 12. Interpretation. Any terms not defined in this Regulatory Agreement shall have the same meaning as terms defined in Section 103(b)(4)(A) of the Code and Treasury Regulations thereunder, if defined therein.

Section 13. Amendment. This Regulatory Agreement shall be amended to reflect changes in Section 103(b)(4)(A) of the Code, Treasury Regulations and revenue rulings promulgated thereunder, or in the interpretation thereof, if necessary to preserve the tax exempt status of interest on the Bonds.

Section 14. Severability. The invalidity of any clause, part or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

Section 15. Notices. All notices to be given pursuant to this Regulatory Agreement shall be in writing and shall be deemed given when mailed by first-class mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

The Developer: Browning Apartments
c/o Kier Corporation
3710 Quincey Avenue
Ogden, Utah 84403

The Issuer: Housing Authority of the City of Ogden
2650 Washington Boulevard, Suite 103
Ogden, Utah 84401

Attention: Executive Director

The Issuer's Council: Parley R. Baldwin
Browning, Blackburn & Baldwin
2605 Washington Boulevard
Suite 320
Ogden, Utah 84401

The Trustee: Zions First National Bank
One South Main Street
Salt Lake City, Utah 64111

The Association: Ogden First Federal Savings & Loan
Association
2425 Washington Boulevard
Ogden, Utah 84401

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Section 16. Attorneys' Fee. In case any action at law or in equity, including an action for declaratory relief, is brought against the Developer to enforce the provisions of this Regulatory Agreement, the Developer agrees to pay reasonable attorneys fees and other reasonable expenses incurred by the Issuer, the Agency, the Insurer or the Trustee in connection with such action.

Section 17. Governing Law. This Regulatory Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

Section 18. Burden and Benefit. The Issuer, the Trustee and the Developer hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Developer's legal interest in the Facility is rendered less valuable thereby. The Issuer, the Trustee and the Developer hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Facility by Qualifying Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Bonds were issued.

Section 19. Covenants to Run With the Land; Recordation. The covenants, restrictions and conditions contained herein shall run with the Facility, including the real property upon which the Facility is located, and shall pass to and be binding upon the Developer's successors in title to the Facility for the term of this Regulatory Agreement as provided in Section 1 hereof.

This Agreement shall be recorded in the Official Records of Weber County, State of Utah.

IN WITNESS WHEREOF, the parties have caused this Regulatory Agreement to be signed by their respective, duly authorized representatives, as of the day and year first written above.

BROWNING APARTMENTS, A Utah limited partnership, by Kior Corporation, its general partner

By: [Signature]
Its: [Signature]

HOUSING AUTHORITY OF THE CITY OF OGDEN

By: R. C. Madson
Chairman

ATTEST:

By: [Signature]
Its: [Signature]



ZIONS FIRST NATIONAL BANK

By: [Signature]
Its: TRUST OFFICER

ATTEST:

By: [Signature]
Its: Vice President and Trust Officer

(S E A L)



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ACKNOWLEDGMENT OF THE DEVELOPER

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

On this 27th day of November, 1985, personally appeared before me James K. Kier, who being by me duly sworn, says that he is the president of Kierston of Browning Apartments, the partnership that executed the above and foregoing instrument and that the said instrument was signed on behalf of said partnership by James Kier who acknowledged to me that said partnership executed the same.

WITNESS my hand and official seal.

James K. Kier
Notary Public
Residing at: Salt Lake County

My Commission Expires:
2-18-88

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ACKNOWLEDGMENT OF ISSUER

STATE OF UTAH)
 : ss
COUNTY OF)

On November 27, 1985, before me, the undersigned Notary Public in and for said State, personally appeared Robert Madsen and Jennie Montoya, known to me to be the Chairman and Secretary of the Housing Authority of the City of Ogden that executed the within Regulatory Agreement, known to me to be the persons who executed the within Regulatory Agreement on behalf of the Housing Authority therein named, and acknowledged to me that such Housing Authority executed the within instrument pursuant to its by-laws or a resolution of its board of commissioners.

WITNESS my hand and official seal.

My Commission Expires:

2-18-88

Shirley Kuper
Notary Public
Residing at: *Salt Lake County*

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ACKNOWLEDGMENT OF TRUSTEE

STATE OF)
: ss
COUNTY OF)

On November 27, 1985, before me, the undersigned Notary Public in and for said State, personally appeared Maryna Smith, known to me to be Trust Officer of Zions First National Bank, the national banking association that executed the within Regulatory Agreement, known to me to be the persons who executed the within Regulatory Agreement on behalf of the national banking association therein named, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

My Commission Expires:

2-18-88

Laura K. [Signature]
Notary Public
Residing at 5th St. [Signature] County

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EXHIBIT "A"

TENANT ELIGIBILITY CERTIFICATION

RE: _____ Apartments DATE: _____

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully, and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment development for which application is made, all of whom are listed below:

1.	2.	3.	4.	5.
Name of Members of the Household	Relationship to Head of Household	Age	Social Security Number	Place of Employment
_____	HEAD	_____	_____	_____
_____	SPOUSE	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. The anticipated income of all the above persons during the 12-month period beginning the date set forth above:

- a. including the full amount of all wages and salaries, over-time pay, commissions, fees, tips and bonuses, and other compensation for personal services, before payroll deductions; net income from the operation of a business or profession or from real or personal property (without deducting expenditures for business expansion, amortization of capital indebtedness or an allowance for depreciation); interest and dividends (include all income from assets as set forth in item 7. below); the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts; payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay; the maximum amount of public assistance available to the above persons; periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling; and all regular pay, special pay and allowances of a member of the Armed

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Forces (whether or not living in the dwelling) who is the head of the household or spouse or other person whose dependants are residing in the unit; and any earned income tax credit to the extent it exceeds income tax liability, but:

- b. excluding casual, sporadic or irregular gifts; amounts that are specifically for or in reimbursement of medical expense; lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workmen's compensation), capital gains and settlement for personal or property losses; amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment, but in either case only to the extent used for such purpose; special pay to a serviceman head of a family who is away from home and exposed to hostile fire; relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; income from employment of children (including foster children) under the age of 18 years; foster child care payments; the value of allotment provided to an eligible household under the Food Stamp Act of 1977; payments to volunteers under the Domestic Volunteer Service Act of 1973; payments received under the Alaska Native Claims Settlement Act; income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; payments on allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; payments received from the Job Partnership Training Act; income derived from the disposition of funds of the Grand River Bank of Ottawa Indians; the first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission of the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior.

is \$_____.

- 7. If any of the persons described above (or whose income or contributions was included in item 6) has any savings, stocks, bonds, equity in real property or other form of capital investment, provide:

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- a. the total value of all such assets owned by all such persons: \$ _____, and
 - b. the amount of income expected to be derived from such assets in the 12-month period commencing this date: \$ _____.
8. a. Will all of the persons listed in column 1 above be or have they been full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?
- Yes _____ No _____
- b. (Complete only if the answer to Question 8.a is "Yes"). Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?
- Yes _____ No _____

We acknowledge that all of the above information is relevant to the status under federal income tax law of the interest on bonds issued to finance construction of the Facility for which application is being made, and declare under penalty of perjury that the foregoing is true and correct. We consent to the disclosure of such information to the issuer of such bonds, the holders of such bonds, any trustee acting on their behalf and any authorized agent of the Treasury Department or Internal Revenue Service.

Date: _____

 Head of Household

 Spouse

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Subscribed and sworn to before me this _____ day of _____, _____.

(Notary Seal) _____
 Residing at _____

 Notary Public in and for the State of Utah
 My Commission Expires _____

NOTE TO FACILITY OWNER: A vacant unit previously occupied by individuals or a family of low or moderate income, may be treated as occupied by individuals or a family of low or moderate income until reoccupied, other than for a period of 31 consecutive days or less, at which time the character of the unit shall be redetermined.

FOR COMPLETION BY APARTMENT OWNER ONLY:

1. Calculation of eligible income:

a. Enter amount entered for entire household in 6 above: \$ _____

b. If the amount entered in 7.a above is greater than \$5,000, enter:

(i) the product of the amount entered in 7.a above is multiplied by the current passbook savings rate as determined by HUD: \$ _____

(ii) the amount entered in 7.b above: \$ _____

(iii) line (i) minus line (ii) (if less than \$0, enter \$0) \$ _____

c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b(iii)): \$ _____

2. Qualification as individuals or a family of low or moderate income:

a. Is the amount entered in line 1.c equal to or less than 80% of Median Gross Income for the Area?*

Yes _____ No _____

b. (i) If line 2.a is "Yes", and 8.a. is "No", then the household qualifies as individuals or a family of low or moderate income.

(ii) If line 2.a. is "Yes", 8.a. is "Yes" and 8.b. is "Yes", then the household qualifies as individual or a family of low or moderate income.

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3. Number of apartment units assigned: _____

4. Monthly rent: _____

*"Median Gross Income for the Area" means the median income for the area where the Facility is located as determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to the termination.

5. (Check One)

The household does not qualify as individuals or a family of low or moderate income. _____

The household qualifies as individuals or a family of low or moderate income. _____

BROWNING APARTMENTS

By: _____
Its: _____

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EXHIBIT "B"

CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE

Witnesseth that on this ____ day of _____, 198 , the undersigned, having borrowed certain funds from the Housing Authority of the City of Ogden (the "Authority") in association with the Authority's Insured Multifamily Housing Revenue Bonds, Ogden, (Madison and Browning Apartments Project), for the purpose of permanently financing a multifamily housing facility located in Ogden, Utah (the "Facility"), does hereby certify that during the preceding year (i) such Facility was continually in compliance with the Regulatory Agreement, dated as of November 1, 1985, among the undersigned Developer, the Authority and the Trustee named therein, and (ii) ____ % of the units in the Facility were occupied by Qualifying Tenants (minimum of 20% required), or are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualifying Tenant vacated such unit, as set forth below.

List names of Qualifying Tenants who commenced or terminated occupancy during the preceding month.

<u>Commenced Occupancy</u>	<u>Terminated Occupancy</u>
1.	1.
2.	2.
3.	3.

Attach a separate sheet listing the apartment numbers of each unit in the Facility and indicating which units are occupied by Qualifying Tenants.

The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

BROWNING APARTMENTS

By: _____
Its: _____

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EXHIBIT C

BROWNING APARTMENTS

LEGAL DESCRIPTION OF THE FACILITY

Parcel A

Part of Lot 10, Block 4, Plat A, Ogden City Survey: Commencing at the Northeast corner of said Lot and running thence West 57 feet; thence South 80 feet; thence West 75 feet; thence South 28.5 feet; thence East 8 rods; thence North 108.5 feet to beginning. Subject to existing right of way over the South 5 feet thereof and together with a right of way over 5 feet adjoining first described on the South.

Parcel B

Part of Lot 10, Block 4, Plat A, Ogden City Survey: Commencing 57 feet West of the Northeast corner of said lot and running thence West 75 feet; thence South 80 feet; thence East 75 feet; thence North 80 feet to the place of beginning.