

WHEN RECORDED MAIL TO:
Utah Department of Workforce Services
Housing and Community Development Division
Olene Walker Housing Loan Fund
140 East 300 South, First Floor
Salt Lake City, UT 84111

153136-KKF
30-029-0037 & 30-029-0044

Space Above This Line for Recorder's Use

LOAN NO: WHE1870

DEED RESTRICTION

THIS DEED RESTRICTION ("Restriction") is made and effective as of the 24 day of March 2022 by MOUNTAIN VIEW ASSOCIATES OF PAYSON, LLC, ("Borrower"), for the benefit of the Utah Department of Workforce Services Housing and Community Development Division, Olene Walker Housing Loan Fund, ("Beneficiary"). For good and valuable consideration, Borrower agrees:

A. PROPERTY ENCUMBERED. The restriction shall be recorded against real property ("Property") located in UTAH COUNTY as more fully described as follows:

LEGAL DESCRIPTION:

PARCEL 1:

Beginning at a point which is West 1545.09 feet and North 1564.23 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°38'10" West 217.80 feet to the East right of way of 900 East Street; thence North 00°24'46" East along said right of way 295.00 feet; thence South 89°38'10" East 217.80 feet; thence South 00°24'46" West 295.00 feet to the point of beginning.

PARCEL 2:

Beginning at a point located South 89°47'08" West along the section line 1545.10 feet and North 1570.01 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°24'46" East 295.0 feet; thence North 89°38'10" West 217.80 feet; thence North 00°24'46" East 83.54 feet; thence along the arc of a 16 foot radius curve to the right 25.09 feet (chord North 45°19'49" East 22.60 feet); thence South 89°45'09" East 405.08 feet; thence South 395.359 feet; thence North 89°38'10" West 206.083 feet to the point of beginning.

LESS AND EXCEPTING the following:

Commencing North 1958.276 feet and West 1339.011 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence South 395.359 feet; thence North 89°38'10" West 68.77 feet; thence along the arc of a 16.00 foot radius curve to the left 25.12 feet (chord bears North 45°17'25" East 22.618 feet); thence North 00°13'00" East 363.22 feet; thence along the arc of a 16.00 foot radius curve to the left a distance of 25.120 feet (chord bears North 44°46'04" West 22.618 feet); thence South 89°45'09" East 67.22 feet to the point of beginning.

Parcels 1 and 2 above also being described by survey as one contiguous parcel as follows:

A portion of the Southeast quarter of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian, located in Payson, Utah, more particularly described as follows:

Beginning at the Southwest corner of that real property described in Deed Book 2241 at Page 386 of the official records of Utah County located South 89°47'08" West along the section line 1,762.90 feet and North 1,572.21 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°24'46" East along the Easterly right-of-way of 900 East Street 378.54 feet; thence along the arc of a 16.00 foot radius curve to the right 25.09 feet through a central angle of 89°50'05" (chord: North 45°19'49" East 22.60

feet); thence South 89°45'09" East along the Southerly right-of-way of 300 North Street 337.86 feet; thence along the arc of a 16.00 foot radius curve to the right 25.12 feet through a central angle of 89°58'09" (chord: South 44°46'05" East 22.62 feet); thence South 00°13'00" West along the Westerly right-of-way line of 1000 East Street 363.21 feet; thence along the arc of a 16.00 foot radius curve to the right 25.17 feet through a central angle of 90°08'50" (chord: South 45°17'25" West 22.66 feet); thence North 89°38'10" West along the Northerly right-of-way line of 200 North Street 355.11 feet to the point of beginning.

Tax Parcel Nos.: 30-029-0037 and 30-029-0044

Subject Property ("Property") is also known by property address: 252 North 900 East and 987 East 200 North, Payson, UT 84651.

B. RESTRICTIONS.

- (1) All Olene Walker Housing Loan Fund monies, regardless of the source of funds, must be used to assist families whose annual incomes do not exceed 80 percent of the median family income for the area as determined by HUD, with adjustments based on family size. In addition, at least 90 percent of Olene Walker Housing Loan Fund monies used for rental housing must be used to assist families whose annual incomes do not exceed 60 percent of the median family income for the area as determined by HUD.
- (2) Rental housing will qualify as affordable only if the project:
 - (a) has at least 20 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 50 percent or less of median income as defined by HUD. These units must sustain the Low HOME rents as described in the following section.
 - (b) has at least 70 percent of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 60 percent or less of median income as defined by HUD. These units must sustain the High rents as described in the following section.
 - (c) has the remainder of the Olene Walker Housing Loan Fund assisted rental units occupied by families who have annual incomes that are 80 percent or less of median income as defined by HUD. These units must sustain the High rents as described in the following section.
- (3) Every Olene Walker Housing Loan Fund assisted unit, whether federally funded or State funded, is subject to rent limitations that ensure rents are affordable to low and very low-income families. Maximum rents are referred to as HOME rents as further defined in 24 CFR 92.252.
 - (a) High HOME rents: 80% of assisted rental units must have rents that are the lesser of: A) Section 8 Fair Market Rents or area-wide exception rents for existing housing, minus tenant paid utilities, or B) rents which are 30% of adjusted income for households at 65% of median income, minus tenant paid utilities.
 - (b) Low HOME rents: 20% of assisted rental units must have rents which equal 30% of annual income for households at 50% of median income, minus tenant paid utilities.
 - (c) Projects with five or more HOME-assisted rental units shall reserve 20% of those units for very low-income families.
- (4) In projects where Low-Income Housing Tax Credits are part of the financing:
 - (a) Qualified tax credit units must not exceed tax credit rent limits, while HOME-assisted units must meet HOME rent requirements. If a unit is being counted under both programs, the stricter rent limit applies.
 - (i) Low HOME rent units are subject to the lower of the Low HOME rent or the tax credit rent.
 - (ii) High HOME rent units are subject to the lower of the High HOME rent or the tax credit rent.
 - (b) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply:
 - (i) If the rental assistance program rent limit exceeds the tax credit rent, the unit rent may be raised to the higher limit as long as tenants pay no more than 30 percent of their adjusted monthly income for housing costs.
 - (ii) Rent may be raised to the rental assistance program limit only if the tenant pays no more than 30 percent of adjusted income, the subsidy is project-based (not tenant-based), and tenant's income is less than 50 percent of

the area median income.

(iii) In a joint tax credit/HOME-assisted unit, the stricter HOME requirements apply.

(5) **Property shall include no less than a total of 2 Low Income Housing (LIH)-assisted units on a floating basis, which will consist of 1 two-bedroom and 1 three-bedroom units.**

C. ENFORCEMENT.

- (1) This deed restriction constitutes an enforceable restriction, runs with the title to the Property, shall not be subordinated, and shall survive any foreclosure proceeding. If the deed restriction is violated, the Beneficiary will be irreparably damaged unless the deed restriction is specifically enforced. In the event of a violation of the deed restriction, the Beneficiary may institute and prosecute a proceeding to enforce the deed restriction, enjoin the continuing violation, and exercise any other rights and remedies provided by law or equity. Within thirty (30) days after the date of a written request from Beneficiary, Borrower shall provide to Beneficiary a report evidencing Borrower's compliance with the Restriction. The report must include project financials for each year of the affordability period, and any additional information requested by Beneficiary. Borrower shall allow Beneficiary to inspect the Property, and the Borrower's and the Property's records, in the event that Borrower fails and/or refuses to provide the report. Beneficiary may consider a failure and/or refusal by Borrower to provide the report and/or allow the inspection to be an admission by Borrower that Borrower is not in compliance with this Restriction.
- (2) If an enforcement action is initiated and Beneficiary prevails, Beneficiary shall be entitled to its costs and attorneys' fees from the owner of the property, and an order requiring that units reserved for low income housing shall be brought into and remain in conformity with the deed restriction throughout the affordability period and until the loan is paid off, whichever date is later.

D. TERM.

This Deed Restriction is irrevocable, runs with the land, and is binding upon the successors, assigns, lenders, and beneficiaries of the parties. This Deed Restriction runs from the date of execution and remains in effect during the Affordability Period under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended, or until the Trust Deed Note of like date is paid in full, whichever is later. Upon such occurrence, this Deed Restriction will automatically terminate without need for any other documentation, notice or recorded material.

Dated this 24 day of March, 2022.

MOUNTAIN VIEW ASSOCIATES OF PAYSON, LLC,
(Borrower)

By: CMN Mountain View, Inc., a Utah Corporation
Its: Managing Member

By: Shawne Mastronardi
Name: Shawne Mastronardi
Title: Vice President, CMN Mountain View Inc.
Managing Member

STATE OF COLORADO)
 ss:
COUNTY OF DENVER)

On the 24 day of March, 2022 personally appeared before me Shawne Mastronardi, who being by me duly sworn did say that she is the Vice President, of CMN Mountain View, Inc., a Utah Corporation, and that the foregoing instrument was signed on behalf of said Company, and said person acknowledged to me that said limited liability company executed the same.

J L
Notary Public

