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 Gary W. Ott
 Recorder, Salt Lake County, UT
 RED ROCK TITLE INS AGCY LLC
 BY: eCASH, DEPUTY - EF 3 P.

WHEN RECORDED MAIL TO:
 STATE OF UTAH, OLENE WALKER
 HOUSING LOAN FUND
 324 S. STATE STREET, #500
 SALT LAKE CITY, UT 84114-9302

Space Above This Line For Recorder's Use

Loan No. WHO963
 070631a

DEED RESTRICTION

THIS DEED RESTRICTION (the "Restriction") is made and effective as of the 21st day of September, 2007 by THE FAMILY SUPPORT CENTER, a Utah Non-Profit Corporation of the State of Utah ("Borrower"), for the benefit of the OLENE WALKER HOUSING LOAN FUND, (the "State"). For good and valuable consideration, Borrower hereby agrees as follows for the benefit of the State:

A. Property Encumbered. The restriction shall be recorded against that certain real property located at 576 Tiffany Town Drive, Midvale, Utah 84047 as more fully described as follows:

Lot 18, Tiffany Town Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder.

Tax Parcel No.: 21-36-303-005

Said property is also known by the street address of: 580-586 Tiffany Town Drive, Midvale, Utah 84047

B. Nature of Restriction. The project shall carry a Deed Restriction the term of which shall run from the date of execution hereof and remain in effect during the period of affordability under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended from time to time, as applicable, or until the payment in full of the Trust Deed Note of like date, whichever is later (Affordability Period"). Affordability Period begins when the project is fully completed and all closeout information has been entered into the HUD IDIS system by STATE. Thereby:

- (1) All Olene Walker Housing Loan Fund monies 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) There are no (0) HOME assisted units in this project.
- (3) 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 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 also must sustain the High rents as described in the following section.
- (4) Every Olene Walker Housing Loan Fund assisted unit is subject to rent limitations designed to ensure that rents are affordable to low and very low income people. High rents and Low rents:
 - (a) High rents: 80% of assisted rental units must have rents that are the lesser of: The Section 8 Fair Market Rents (FMR'S) or area-wide exception rents for existing housing minus tenant paid utilities OR rents which are 30% of adjusted income for households at 65% of median income minus tenant paid utilities;
 - (b) Low rents: 20% of assisted units must have rents which equal 30% of annual income for households at 50% of median income minus tenant paid utilities.
- (5) In projects where Low Income Housing Tax Credits are part of the financing, two sets of rent rules apply:
 - (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 applies.

C. Noncompliance with Deed Restriction

If SUBRECIPIENT is found to be out of compliance with this Deed Restriction, the State has the option to call the Note due and payable in full. Borrower agrees that FOUR (4) units will be set aside for Special Needs (permanent housing for clients of The Family Support Center who are low income, homeless, single women with young children). A separate agreement with each agency serving the Special Needs Population must be executed between Borrower and the appropriate agency. Borrower agrees to contact each agency when a vacancy occurs, if FOUR (4) units are not occupied by Special Needs tenants. In the event that the agencies do not have a qualified client who can fill a unit when it becomes vacant, the unit can be rented to a non-special needs tenant.

D. Term

This restriction shall run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The project shall carry this Restriction the term of which shall run from the date of execution hereof and remain in effect during the period of affordability under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended from time to time, as applicable, or until the Trust Deed Note of like date is paid in full, whichever is later ("Affordability Period"). Affordability period begins when the project is fully completed and all closeout information has been entered into the HUD IDIS system by State. Upon such occurrence, this restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, Borrower and the State shall promptly cooperate together and take the actions and sign the

documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

In witness whereof, this Deed Restriction has been duly executed this 21 day of September, 2007.

THE FAMILY SUPPORT CENTER,
a Utah Non-Profit Corporation, ("Borrower")

BY: Bonnie L. Peters
Bonnie L. Peters, Executive Director

STATE OF UTAH)

ss:

COUNTY OF Salt Lake)

On the ___ day of September, 2007 personally appeared before me Bonnie L. Peters, who being by me duly sworn did say that she is the Executive Director of The Family Support Center, a Utah Non-Profit Corporation, and that the attached instrument was signed on behalf of said company, and said person acknowledged to me that said company executed the same.

Notary Public

THE STATE OF UTAH §
 §
COUNTY OF SALT LAKE §

On the 21st day of September, 2007, personally appeared before me Bonnie L. Peters who being by me duly sworn did say that she the said Bonnie L. Peters is the Executive Director of The Family Support Center, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Bonnie L. Peters duly acknowledged to me that said corporation executed the same.



Shellie Barrus
NOTARY PUBLIC STATE OF UTAH