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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST DEPT OF COMMUNITY & CULT
324 S STATE ST 5TH FLOOR
SLC UT 84111
BY: KOC, DEPUTY - MA 3 P.

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

Space Above This Line Is For Recorder's Use

LOAN NO: HMO716

CORRECTIVE DEED RESTRICTION

THIS CORRECTIVE DEED RESTRICTION (the "Restriction") is made and effective as of the 8th day of NOV., 2011 by Dominguez Park III Associates, LLC, a Utah limited liability company, (the "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 in SALT LAKE COUNTY, State of Utah, as more fully described as follows:

LEGAL DESCRIPTION:

A part of the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point in the West line of 700 West Street, being South 89°55'00" West 206.07 feet and North 0°02'30" West 1204.454 feet and South 89°57'30" West 33.0 feet from the Southeast corner of said Section 35; and running thence South 89°57'30" West 30.00 feet; thence South 89°21'49" West 30.27 feet; thence South 89°57'30" West 405.00 feet; thence South 0°02'30" East 32.00 feet; thence South 89°57'30" West 303.23 feet; thence North 220.19 feet; thence North 89°57'30" East 608.07 feet; thence North 0°02'30" West 50.00 feet; thence North 89°57'30" East 160.00 feet to the West line of 700 West Street; thence South 0°02'30" East 234.19 feet along said West line of street to the point of beginning.

Together with a right-of-way and utility easement described as follows: Beginning at a point South 89°55'00" West 206.07 feet and North 0°02'30" West 1168.454 feet and South 89°57'30" West 33.0 feet from the Southeast corner of said Section 35; and running thence South 89°57'30" West 465.0 feet; thence North 0°02'30" West 32.0 feet; thence North 89°57'30" East 405.0 feet; thence North 82°21'40" East 30.27 feet; thence North 89°57'30" East 30.00 to the West line of 700 West Street; thence South 0°02'30" East 36.0 feet along said West line to the point of beginning.

Tax Parcel Nos.: 15-35-400-061-0000;

Subject Property is also known by the property address of: 3970 South 700 West, Salt Lake City, Utah 84123.

B. NATURE OF RESTRICTION.

- (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) 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.
 - (3) Every Olene Walker Housing Trust Fund assisted unit is subject to rent limitations designed to ensure that rents are affordable to low and very low income people. These maximum rents are to be referred to as HOME rents. There are four HOME rents established for projects: High HOME rents and Low HOME rents:
 - (a) High HOME rents: 80% of HOME 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 HOME rents: 20% of HOME assisted units must have rents which equal 30% of annual income for households at 50% of median income minus tenant paid utilities.
 - (4) 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 limit applies.
 - (1) Low HOME rent units are subject to the lower of the Low HOME rent and the tax credit rent (usually the tax credit rent).
 - (2) High HOME rent units are subject to the lower of the High HOME rent and the tax credit rent (usually the tax credit rent).
 - (b) When tenants receive additional subsidy through rental assistance programs such as Section 8, additional requirements apply.
 - (1) Under tax credit rules, 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.
 - (2) HOME allows the rent to 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.
 - (3) In a joint tax credit/HOME-assisted unit, the stricter HOME requirements would apply.

C. ADDITIONAL RESTRICTIONS

Borrower agrees that there are FOUR (4) HOME –assisted units on a floating basis, which will consist of THREE (3) two-bedroom units and ONE (1) three-bedroom unit. The project will have a total of 60 units that will include FIFTY TWO (52) two-bedroom units and EIGHT (3) three-bedroom units. In addition, the project will have FIVE (5) units set aside for chronically mentally ill/special needs tenants, and ONE (1) unit set aside for homeless/transitional. Project will also have at least THREE (3) units designated for Type A fully accessible for physically handicapped. A separate agreement with each agency serving the Special Needs Population must be executed between Borrower and the appropriate agency.

The Borrower agrees to contact each agency when a vacancy occurs; if NONE (0) 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 tenants.

D. NONCOMPLIANCE WITH DEED RESTRICTION

If Borrower 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.

E. TERM

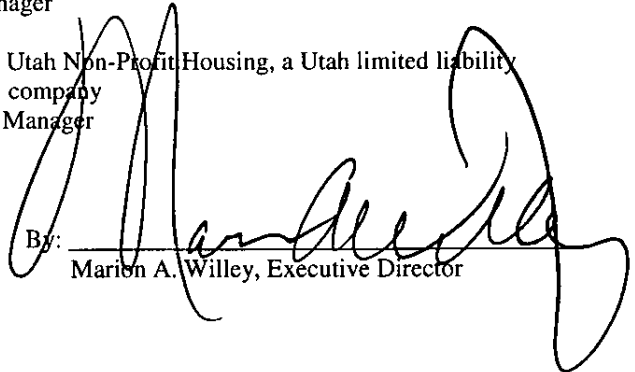
This restriction shall run with the title to the Property and shall be binding upon the successors, assigns, and beneficiaries of the parties. The term of the restriction shall run from the date of execution hereof and remain in effect during the period of affordability under Section 92.252 or Section 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 (the "Affordability Period"). 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.

Dated this 08 day of November 2011.

Dominguez Park III Associates, LLC, a Utah limited liability company, a, ("Borrower")

By: Dominguez Park III Management, LLC
Its: Manager

By: Utah Non-Profit Housing, a Utah limited liability company
Its: Manager

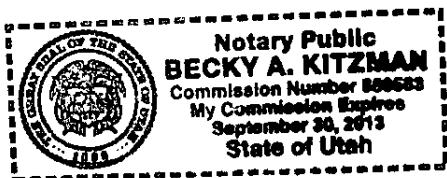
By: 
Marion A. Willey, Executive Director


STATE OF UTAH)

ss:

COUNTY OF SALT LAKE)

On the 8th day of Nov., 2011 personally appeared before me, Marion A. Willey, who being by me duly sworn did say that he is the Executive Director of Utah Non-Profit Housing, Manager of Dominguez Park III Management, LLC, a Utah limited liability company, Manager of Dominguez Park III Associates, LLC, a Utah limited liability company, and that the attached instrument was signed on behalf of said Company, and said person acknowledged to me that said executed the same.




Notary Public