

Loan No. HOME 2024-2

**01229357 B: 2844 P: 0300**

WHEN RECORDED, RETURN TO:

Page 1 of 5

Rhonda Francis Summit County Recorder

12/23/2024 08:11:36 AM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.  
Electronically Recorded

Afforda  
6880 South 700 West  
Community Center, Office 102  
Midvale, Utah 84047-4513  
Attn: Amy Thornton  
*177865-CAU*

### **DEED RESTRICTION**

**TIN - LRASP-1**

This Deed Restriction (“Restriction”) is made and effective as of December 19, 2024, by Liberty Ranch at Star Point, LLC, a Utah limited liability company (“Borrower”), for the benefit of Afforda, a Utah nonprofit corporation (“Beneficiary”). For good and valuable consideration, Borrower agrees:

- A. **PROPERTY ENCUMBERED**. This Restriction shall be recorded against real property (“Property”) located in Summit County, State of Utah, as more fully described on Exhibit A attached hereto and by this reference made a part hereof.
- 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) The Property shall include no less than a total of five (5) HOME-assisted units on a floating basis, which will be reported at initial occupancy, and consist of two (2) studio units, one (1) one-bedroom unit, one (1) two-bedroom unit, and one (1) three-bedroom unit. Notwithstanding anything herein to the contrary, one (1) of the HOME-assisted units will be designated as Low HOME rent units and four (4) of the HOME-assisted units will be designated as High HOME rent units.

C. ENFORCEMENT.

- (1) This Restriction constitutes an enforceable restriction, runs with the title to the Property, shall not be subordinated, and shall survive any foreclosure proceeding. If this Restriction is violated, the Beneficiary will be irreparably damaged unless this Restriction is specifically enforced. In the event of a violation of this Restriction, the Beneficiary may institute and prosecute a proceeding to enforce this 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 this 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 this Restriction throughout the affordability period and until the loan is paid off, whichever date is later.

D. TERM. This Restriction is irrevocable, runs with the land, and is binding upon the successors, assigns, lenders, and beneficiaries of the parties. This Restriction runs from the date of execution and remains in effect (i) during the Affordability Period under Section 92.252 or Section 92.254 of 24 CFR Part 92 (HOME Investment Partnership Program) as amended, (ii) for forty (40) years, or (iii) until the Promissory Note of like date is paid in full, whichever is later. Upon such occurrence, this Restriction will automatically terminate without need for any other documentation, notice or recorded material.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]*

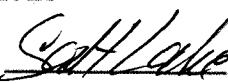
**BORROWER**

**LIBERTY RANCH AT STAR POINT, LLC,**  
a Utah limited liability company

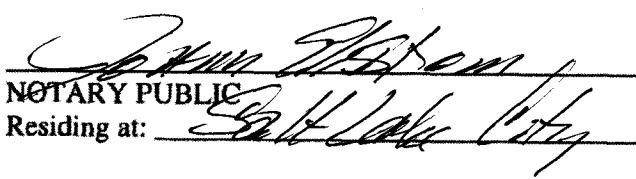
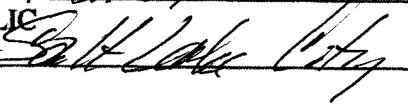
By: Liberty Ranch Partners, LLC,  
a Utah limited liability company  
Its: Manager

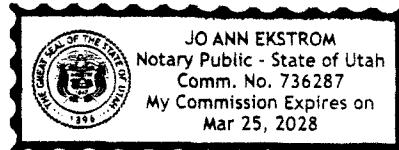
By: Cowboy Partners, L.C.,  
a Utah limited liability company  
Its: Manager

By:   
Lee Dial  
Its: Executive Vice President & COO

STATE OF UTAH )  
COUNTY OF  )  
; ss.

The foregoing instrument was acknowledged before me this 19 day of December, 2024, by Lee Dial, Executive Vice President & COO of Cowboy Partners, L.C., a Utah limited liability company, Manager of Liberty Ranch Partners, LLC, a Utah limited liability company, Manager of Liberty Ranch at Star Point, LLC, a Utah limited liability company.

  
NOTARY PUBLIC  
Residing at: 



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**PARCEL 1:**

Lot 1, LIBERTY RANCH AT STAR POINT, according to the official plat thereof, as recorded July 9, 2024 as Entry No. 1222337 in Book 2824 at Page 1907 in the office of the Summit County Recorder, State of Utah.

**PARCEL 1A:**

The non-exclusive easement for locating, constructing, improving, grading, landscaping and other necessary work, appurtenant to Parcel 1, as created in and governed by that certain Temporary Construction Easement recorded November 8, 2023 as Entry No. 1212129 in Book 2800 at Page 902 in the office of the Summit County Recorder, State of Utah, as corrected and amended by that certain Corrective Temporary Construction Easement recorded December 20, 2024 as Entry No. 1229343 in Book 2844 at Page 172 in the office of the Summit County Recorder, State of Utah, over, through, and under the following described tract:

Beginning at the Northeast corner Lot 1, LIBERTY RANCH AT STAR POINT, as recorded July 9, 2024, as Entry No. 1222337 in Book 2824 at Page 1907 in the office of the Summit County Recorder, and running thence South 89°35'56" East 12.00 feet; thence South 00°16'14" West 558.90 feet to a point on the arc of a 458.60 foot non tangent radius curve to the left; thence Northwesterly along the arc of said curve through a central angle of 01°44'27" a distance of 13.93 feet, chord bears North 59°11'16" West 13.93 feet to the Southeast corner of said Lot 1; thence North 00°16'14" East 551.84 feet along the East line of said Lot 1 to the point of beginning.

Tax Id No.: LRASP-1