

Prepared By/Return to:
Randal Jepperson,
Salt Lake County,
2001 South State Street S-2100
Salt Lake City, Utah 8114

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07/29/2021 08:38 AM \$40.00
Book - 11213 Pg - 5961-5964
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
JASON W WHEELER
218 EAST 500 SOUTH
SALT LAKE CITY UT 84111
By: GGA, DEPUTY - MA 4 P.

DEED RESTRICTION

STATE OF UTAH
COUNTY OF SALT LAKE

The undersigned, **SHONNA ALVA** ("Owner"), is the owner of certain real property and improvements located at: **6650 SOUTH KENTUCKY DRIVE, WEST JORDAN, UT 84084**, Salt Lake County, State of Utah, and more particularly described on Exhibit A attached and hereto and incorporated herein for all purposes (the "Property"). For value received, the adequacy and sufficiency of which are hereby acknowledged, Owner does hereby improve the Property with the following deed restrictions:

1. For purposes of these restrictions, the following terms have meaning indicated:

"Retention Period" means a period of five (5) years beginning on the date of execution of this Deed Restriction.

"Termination Date" means the next calendar day following the end of the Retention Period, on which day this Deed Restriction shall terminate and be of no further force or effect.

"Lender" means Salt Lake County, with place of business located at: 2001 South Street S-2100, Salt Lake City, Utah 84114.

"Subgrantee" means ASSIST Inc, with place of business located at 218 East 500 South, Salt Lake City, UT 84111

"AIP" means the Aging-in-Place program of the Lender, as administered by the Subgrantee.

"Direct Subsidy" means the amount funded by the Lender, in association with its AIP, for the benefit of the prospective Owner and for the purpose of assisting such Owner in the purchase, construction, and/or rehabilitation of the property.

“Very low-, low- or moderate-income household” means a family with an income at or below 30%, 50% or 80%, respectively of the median income for the area, with income limit adjusted for household size in accordance with the methodology of the applicable median income standard.

2. The Lender is to be given notice of any sale or refinancing of the Property that occurs prior to the end of the Retention Period.
3. In the event of a sale or refinancing of the Property prior to the end of the Retention Period, an amount equal to a pro rata share of the **\$15,175.48**, Direct Subsidy, reduced by 1/60 for every month the seller owned the Property, shall be repaid to the Lender from any net gain realized upon the sale or refinancing of the Property after deduction of for sales expense, unless:
 - i. The Property is sold to a very low-, low-, moderate-income household, at which point the property continues to be subject to this deed restriction or other legally enforceable retention agreement or mechanism, or;
 - ii. Following a refinancing, the property continues to be subject to the deed restriction or other legally enforceable retention agreement or mechanism.
4. Repayment of the Direct Subsidy shall be made to the Lender.
5. This instrument and these restrictions are subordinate to the rights and liens, if any, under any valid outstanding Mortgage or Deed of Trust, currently of record. The obligation to repay the Direct Subsidy shall terminate after any foreclosure, deed-in-lieu of foreclosure, or assignment of first Mortgage or Deed of Trust to the Secretary of the U.S. Department of Housing and Urban Development (HUD).
6. This instrument and the deed restriction contained herein shall be deemed released and discharged on the earlier to occur of (i) the Termination Date, or (ii) the date on which the Direct Subsidy is repaid prior to the Termination Date under Sections 3, 4, or 5 hereof. The Lender named in this instrument, or its successors or assigns, shall be responsible for the completion and recording of any and all documentation necessary to effect any release or subordination of this instrument in connection with a sale or refinancing of the Property during the Retention

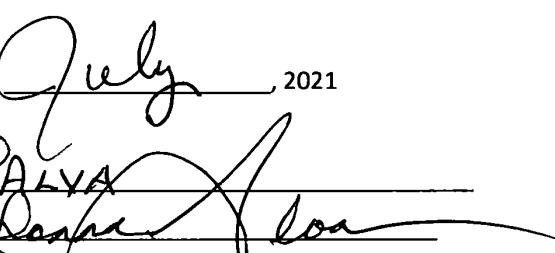
Period. The Lender shall not be required to file a release in connection with the expiration of this Deed Restriction following the Termination Date.

7. Owner understands and agrees that this instrument shall be governed by the laws of the State of Utah and that venue for any action to enforce the provisions of this instrument shall be in Salt Lake County.

EXECUTED this 16th day of July, 2021

TRUSTOR

By (print): Shawna Alva

By (sign): 

TRUSTOR

By (print): _____

By (sign): _____

TRUSTOR

By (print): _____

By (sign): _____

TRUSTOR

By (print): _____

By (sign): _____

STATE OF UTAH

COUNTY OF Salt Lake County

This instrument was acknowledged before me on this 16th day of July, 2021

By: 

Title: Notary Public, State of Utah

Printed Name: Tanisha Bennett

My commission expires: August 10, 2021

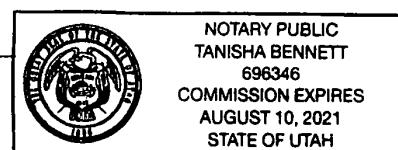


Exhibit A

Legal Description of property

Parcel No: 21-20-333-028-0000

Address: 6650 SOUTH KENTUCKY DRIVE, WEST JORDAN, UT 84084

Description:

LOT 165, DIXIE VALLEY #2 5125-0196 5670-2353 6429-2362 6576-0587