

Upon Recordation Return to:

Utah Non-Profit Housing Corporation

Attn: Lukas Ridd \_\_\_\_\_

223 W 700 S

Salt Lake City, UT 84101

10-049-0-0124 thru 0130  
10-049-0137 thru 0143

### DEED RESTRICTION

This Deed Restriction is made effective as of January 12, 2022 (the “Effective Date”), by Utah Housing Preservation Fund, LLC, a Utah limited liability company (“UHPF”), for the benefit of Utah Non-Profit Housing Corporation, a Utah non-profit corporation (“UNPHC”)

#### Recitals

- A. UNPHC is the owner of certain real property located in Tooele County, Utah, as specifically described in Exhibit A attached hereto (the “Property”).
- B. UHPF is a wholly owned subsidiary of UNPHC, with a mission of “Preserving Utah’s existing affordable housing through the purchasing, remodeling, and then rent-stabilizing of housing units.”
- C. UHPF manages and directs the operations of the Property through its wholly owned subsidiary Westwood Mesa Tooele, LLC.
- D. In connection with UHPF’s and Westwood Mesa Tooele, LLC’s management and operation of the Property, UNPHC desires to impose certain restrictions on the Property as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below:

#### Restrictions

1. Nature of Restrictions. The Property shall be used exclusively for the purpose of assisting families whose annual incomes do not exceed 80 percent of the median family income for the area as determined by the U.S. Department of Housing and Urban Development (“HUD”), with adjustments based on family size.
2. Rent Restrictions. One hundred percent of the units of the Property shall be rented to families whose annual incomes do not exceed 80% of the AMI.
3. Non-Discrimination. UHPF will not discriminate against any tenant or prospective tenant because of race, color, religion, age, sex, sexual preference, national

origin, familial status, source of income or disability. The UHPF will comply in all respects with all applicable federal, state and local laws, rules, regulations and Executive Orders relating to housing and employment.

4. Term. This Deed Restriction shall begin on the Effective Date and shall run for twenty years unless terminated pursuant to section 4 below. The Deed Restriction shall automatically terminate on January 12, 2042 (the "Termination Date") unless otherwise extended by the parties.

5. Notification of Non-Compliance. UHPF agrees not to take or permit to be taken any action which would have the effect or result of subjecting the Property to non-compliance with any state or federal requirements or any provisions of this Deed Restriction. If UHPF becomes aware of any incident or manner in which the Property does not comply with the Deed Restriction, UHPF shall notify UNPHC of such non-compliance within thirty (30) days of the date UHPF becomes aware of such non-compliance.

6. No Subordination. This Deed Restriction shall be senior to all subsequently filed liens or mortgages against the Property. Foreclosure of any such junior liens shall not affect the validity of this Deed Restriction, provided, however, that UNPHC may determine, in its sole discretion, that termination of the Deed Restriction is appropriate following any such foreclosure.

7. Restrictive Covenants. UHPF declares and covenants that the covenants, terms, provisions and restrictions set forth in this Deed Restriction shall run with the land and shall bind, and the benefits and burdens shall inure to, UHPF and UNPHC, and their respective successors and assigns, and all subsequent owners of the Property or any interest therein, for the duration of this Deed Restriction.

8. Enforcement. This Deed Restriction constitutes an enforceable restriction and runs with the title to the property. In the event of a violation of the Deed Restriction, UNPHC 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.

9. Early Termination. UNPHC may, in its sole discretion, terminate this Deed Restriction prior to the Termination Date, if (a) the Property is sold to a third-party; (b) UHPF ceases to manage the Property; or (c) the Property is no longer operated for the purposes set forth in this Deed Restriction.

10. Notices. All notices to be given pursuant to this Deed Restriction shall be in writing and shall be mailed by first class U.S. Mail, postage prepaid, to the parties at the addresses set forth below:

To UNPHC: Utah Non-Profit Housing Corporation, Inc.  
223 W 700 S, Salt Lake City, UT 84101

To UHPF: Utah Housing Preservation Fund  
223 W 700 S, Salt Lake City, UT 84101

11. Governing Law. This Deed Restriction shall be governed by and construed in accordance with the laws of the State of Utah, and where applicable, the laws of the United States of America.

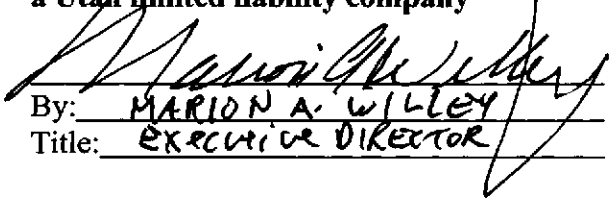
12. Waiver. No action or failure to act by the parties shall constitute a waiver of any right or duty afford any party under this Deed Restriction, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Modifications and Integration. This Deed Restriction may be modified by a writing signed by all of the parties hereto. This Deed Restriction constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No other agreements, oral or written, pertaining to the matters herein exist between the parties. This Deed Restriction hereby supersedes any other agreement between the parties respecting the subject matter addressed herein.

14. Severability. If any provision of this Deed Restriction or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of the Deed Restriction and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

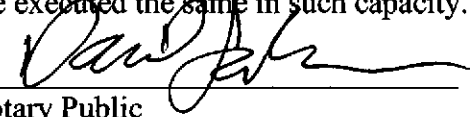
{Signature Pages Follow}

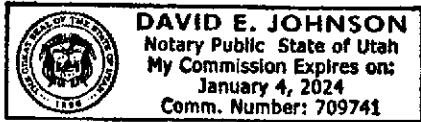
**UTAH HOUSING PRESERVATION FUND, LLC,**  
a Utah limited liability company

  
By: MARION A. WILLEY  
Title: EXECUTIVE DIRECTOR

STATE OF UTAH )  
  )  
COUNTY OF SALT LAKE )

On the 3 day of May, 2022, personally appeared before me Marion A. Willey the signer of the foregoing instrument, who duly acknowledged to me that (s)he is the Executive Director of Utah Housing Preservation Fund, LLC and that (s)he executed the same in such capacity.

  
Notary Public  
Residing at: Salt Lake county



**EXHIBIT A**

**[Legal Description]**

**Parcel ID**

10-049-0-0124

**Legal Description**

LOT 124 WESTWOOD MESA PLAT A, TC 0.18 AC

**Parcel ID**

10-049-0-0125

**Legal Description**

LOT 125, WESTWOOD MESA PLAT A TC 0.16 AC

**Parcel ID**

10-049-0-0126

**Legal Description**

LOT 126, WESTWOOD MESA PLAT A TC 0.17 AC

**Parcel ID**

10-049-0-0127

**Legal Description**

LOT 127 WESTWOOD MESA PLAT A TC 0.16 AC

**Parcel ID**

10-049-0-0128

**Legal Description**

LOT 128, WESTWOOD MESA PLAT A TC 0.18 AC

**Parcel ID**

10-049-0-0129

**Legal Description**

LOT 129, WESTWOOD MESA PLAT A, TC 0.17 AC

**Parcel ID**

10-049-0-0130

**Legal Description**

LOT 130, WESTWOOD MESA PLAT A TC 0.17 AC

**Parcel ID**

10-049-0-0137

**Legal Description**

LOT 137 WESTWOOD MESA PLAT A TCS 0.17 AC

**Parcel ID**

10-049-0-0138

**Legal Description**

LOT 138 WESTWOOD MESA PLAT A TCS 0.17 AC

**Parcel ID**

10-049-0-0139

**Legal Description**

LOT 139, WESTWOOD MESA PLAT A, TC 0.18 AC

**Parcel ID**

10-049-0-0140

**Legal Description**

LOT 140, WESTWOOD MESA PLAT A, TCS 0.16 AC

**Parcel ID**

10-049-0-0141

**Legal Description**

LOT 141, WESTWOOD MESA, PLAT A, TC 0.17 AC

**Parcel ID**

10-049-0-0142

**Legal Description**

LOT 142 WESTWOOD MESA PLAT A, TC 0.16 AC

**Parcel ID**

10-049-0-0143

**Legal Description**

LOT 143, WESTWOOD MESA, PLAT A, TC 0.18 AC