

EXHIBIT B

When Recorded Return To:

Unison Housing Partners
3033 W. 71st Avenue, Suite 1000
Westminster, CO 80030

ATTENTION:

DECLARATION OF DEED RESTRICTION AND COVENANT

THIS DECLARATION OF DEED RESTRICTION AND COVENANT is made this ____ day of October, 2018, by the Housing Authority of the County of Adams d.b.a. Unison Housing Partners ("Land Owner"), the fee simple owner of certain property further described herein.

RECITALS:

WHEREAS, Land Owner is the beneficiary of Land to be used for the development of affordable rental housing; and,

WHEREAS, said funding and resources were used for the acquisition and development of the following described real property in the County of Adams, State of Colorado (the "Property"):

Also known as:

7401 Broadway, Denver, CO (unincorporated Adams County) 80221; and

WHEREAS, it is the intent of the Land Owner to be the developer of the affordable rental housing; and

WHEREAS, the Land Owner, as the beneficiary of said funding and resources, has agreed to record a deed restriction and covenant that runs with the Property to ensure that certain affordability and occupancy requirements are met.

NOW, THEREFORE, the following is established as a deed restriction and covenant running with the Property:

1. Requirements

A. Affordability Requirements. The use of the Property shall comply with the following affordability requirements:

- **Income Qualified Tenants.** At least 100% of any residential units built will be rented to households earning no more than 80% of Area Median Income.

B. Resale Restriction. In the event of any resale prior to the expiration of the Period of Affordability, as defined in Section entitled “Term”, the Property shall be sold only to a buyer who agrees to comply with the affordability requirements set forth above.

2. **Term.** The affordability requirements stated in this Deed Restriction and Covenant shall encumber the Property for a period of not less than 40 years following the date of the initial Certificate of Occupancy ("the Period of Affordability") and shall not be amended or modified without the express written consent of Adams County.
3. **Enforcement.** The provisions of this Deed Restriction and Covenant may be enforced by Unison, and/or Adams County. It is the responsibility of Unison to ensure affordability and housing quality standards over the life of the housing development, defined above as the “affordability period”. The County shall accept interchange compliance monitoring conducted by the State Housing and Finance Authority or Investor during the affordability period. In the event the State Housing and Finance Authority or Investor is not monitoring compliance, Unison will provide monitoring, to include annual reporting including of income qualifications, certified rent rolls, inspection of at least 10% of the units, and similar measures. The annual compliance report will be due to the County within 60 days of the end of the calendar year.

Land Owner Signature [as it appears on deed of trust]

Date

Land Owner Typed Name [as it appears on deed of trust]

STATE OF COLORADO)
) ss.
_____ COUNTY)

The foregoing instrument was acknowledged before me by _____
this ____ day of _____, 20__

Witness my hand and official seal.

My commission expires: _____.

Notary Public