

## DEED RESTRICTION

**Legal Description:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_, \_\_\_\_\_, Oklahoma

\_\_\_\_\_ acknowledges that the construction of this real estate was funded, in whole or in part, with National Housing Trust Fund (HTF) monies received from the Oklahoma Housing Finance Agency (OHFA). The HTF Program is administered by the U.S. Department of Housing and Urban Development (HUD), and OHFA is the Administering Agency for the State of Oklahoma for the HTF Program.

\_\_\_\_\_ certifies that the real estate will remain "affordable" throughout the entire \_\_\_\_\_ year period of affordability as set forth in 24 CFR Part 93.302(d), part of the HTF Program Interim Rule, and the additional provisions of the Allocation Plan for the State of Oklahoma. For the purposes of the HTF Program, "affordable" means that the real estate will be rented only to income-qualified households as defined in 24 CFR 92.302(b), and for an amount of rent not to exceed the HTF Program rent limits established by HUD. Income qualified households for the designated HTF units are those households with total household incomes at or below 30% of Area Median Income (AMI) for \_\_\_\_\_ County as established by HUD, or the Poverty Level, whichever is greater.

The period of affordability does not begin until the HTF Program activity through which the construction of this property was funded is shown as completed in HUD's Integrated Disbursement and Information System (IDIS). Therefore, the \_\_\_\_\_ year period will not start until some time after the execution of this DEED RESTRICTION. An AMENDED DEED RESTRICTION will be filed once the exact period of affordability has been determined. In the event this real estate is sold, this DEED RESTRICTION will remain in full force and effect until the \_\_\_\_\_ year period of affordability expires.

\_\_\_\_\_ agrees that if it or any subsequent owner fails to comply with any part of the HTF Interim Rule (24 CFR Part 93), OHFA has the right to recapture the entire HTF Program investment in the amount of \_\_\_\_\_.

\_\_\_\_\_  
Owner/Awardee

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. My Commission expires: \_\_\_\_\_

\_\_\_\_\_ Notary Public