

FIRST AMENDMENT
TO
PURCHASE AND CONSTRUCTION AGREEMENT
(LOT 89, SUNNYSIDE POINTE)

THIS FIRST AMENDMENT TO PURCHASE AND CONSTRUCTION AGREEMENT (this "First Amendment") is made and entered into as of the 6th day of September, 2013, by and between OLD PUEBLO COMMUNITY SERVICES, an Arizona nonprofit corporation ("Seller"), and Matthew P. Beaudry ("Buyer").

Preliminary Statements

A. Seller and Buyer previously entered into a certain Purchase and Construction Agreement dated as of December 12, 2012 (the "Original Agreement"), for the purchase and sale of a single-family residence located at 916 E. Pentecrest Road, Tucson, Arizona 85706, which is legally described as Lot 89 of Sunnyside Pointe, a subdivision of Pima County, Arizona, which is Pima County tax code parcel 140-20-1430 (referred to in the Original Agreement and herein as the "Property").

B. The consummation of the purchase and sale of the Property occurred on July 19th 2011 (the "Closing Date").

C. Seller has entered into an agreement with Pima County that requires the modification of certain aspects of the purchase and sale of the Property in order to bring such transaction in compliance with certain requirements of the Federal Housing Administration (the "FHA") and the U.S. Department of Housing and Urban Development ("HUD"). FHA and HUD are requiring, among other things, that the Total Purchase Price of the Property (as defined in the Original Agreement) not exceed the appraised value of the Property as of the Closing Date and that the total of all liens against the Property not exceed the appraised value of the Property as of the Closing Date.

B. Accordingly, Seller and Buyer desire to amend certain provisions of the Original Agreement on the terms and conditions set forth in this First Amendment.

Amendments

THEREFORE, for mutual consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer agree:

1. Modification of Purchase Price. Section 1 of the Original Agreement, Purchase Price, is hereby amended as follows:

(a) The Total Purchase Price of the Property shall be \$127,000.00, which is equal to the appraised value of the Property as of the Closing Date.

(b) The line items in Section 1 of the Original Agreement comprising the breakdown of the Purchase Price and the payment thereof is amended to read as follows:

The Purchase Price of the Property is:

\$ <u>127,000.00</u>	Base Purchase Price of the Property
\$ <u>0.00</u>	Premium for Land
\$ <u>0.00</u>	DESIGNflex Selection Order amount (if applicable)
\$ <u>127,000.00</u>	Gross Purchase Price of the Property
	Deductions
\$ _____	N/A
\$ _____	N/A
\$ <u>127,000.00</u>	“Total Purchase Price” of the Property, payable as follows:
\$ <u>500.00</u>	“Earnest Money” due upon Buyer’s execution of this Agreement
\$ _____	DESIGNflex Selections Payment
\$ _____	Cash balance due at Closing
\$ <u>(500.00)</u>	Seller Credit Towards Closing Costs
\$ <u>107,161.00</u>	Amount to be financed (“Loan”)
\$ <u>19,839.00</u>	Affordability lien amount
\$ <u>127,000.00</u>	Total due at Closing, including cash, Earnest Money and Loan proceeds

2. Modification of Exhibit “A” Use Restrictions to Special Warranty Deed. Buyer hereby agrees to modify the use restrictions set forth in Exhibit “A” to the Special Warranty Deed by which Buyer took title to the Property in the form set forth in Exhibit “A” hereto, which is by this reference incorporated herein. Seller and Buyer shall cause the re-recording of the original Special Warranty Deed with the revised Exhibit “A” attached, or, if such original deed is not available, to execute and deliver an appropriate instrument evidencing such modifications.

3. Modification of Pima County Affordability Liens. Buyer hereby agrees to modify the Affordability Liens in favor of Pima County in the forms set forth in Exhibits “B” and “C” hereto, which are by this reference incorporated herein.

4. Insuring Over the Federal Home Loan Bank Affordable Housing Program Deed of Trust. The Property is subject to a certain Deed of Trust and Assignment of Rents, which is an affordability lien in favor of Alliance Bank of Arizona, as sponsor bank for the Federal Home Loan Bank of Arizona as a part of its Affordable Housing Program (the "AHP Lien"). Seller agrees to cause the Title Company to issue an endorsement to the Title Policy in the form set forth in Exhibit "D" hereto, which is by this reference incorporated herein, which has the effect of insuring over the monetary effect of the AHP Lien, thereby making it possible not to count the monetary amount of the AHP Lien in determining the total liens against the Property.

5. Modification of HUD Settlement Statement. Seller and Buyer hereby agree to execute and deliver a revised HUD Settlement Statement in the form set forth in Exhibit "E" hereto, which is by this reference incorporated herein, in order to reflect the modifications set forth in this First Amendment.

6. Deletion of Provision. Section 4(E) of the Original Agreement is hereby deleted in its entirety.

7. Costs of Modification. Seller shall be responsible for all escrow and recording fees and title insurance premiums incurred in connection with the consummation of the transactions contemplated by this First Amendment.

8. Effect. Except as set forth in this First Amendment, the terms and provisions of the Original Agreement shall remain in full force and effect.

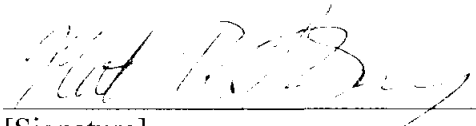
SIGNATURES FOLLOW ON NEXT PAGES

Seller:

OLD PUEBLO COMMUNITY SERVICES, an
Arizona nonprofit corporation

By: 
Thomas Litwicki, CEO

Buyer:

By: 
[Signature]

Matthew P. Beavery
[Printed Name]

Buyer:

By: _____
[Signature]

[Printed Name]

EXHIBIT "A"

REPLACEMENT EXHIBIT "A"

TO
SPECIAL WARRANTY DEED
(SUNNYSIDE POINTE)

AFFORDABILITY HOUSING USE AND TRANSFER RESTRICTIONS

This Replacement Exhibit "A" supercedes and replaces in its entirety the original Exhibit "A" attached to this Special Warranty Deed.

The Property conveyed by this Special Warranty Deed shall be subject to the following covenants and restrictions (collectively, the "Affordable Housing Restrictions") regulating and restricting the transfer and purchase price of future sales of the Property, commencing on the date of recording hereof. The Affordable Housing Restrictions shall be covenants running with the Property and shall bind Grantee and his/her/their successors and assigns and shall be as follows:

1. Definition of Owner. As used herein, "Owner" shall mean Grantee (collectively, if more than one) and his or her or their successors and assigns and any subsequent owner of the Property, but excluding Grantor.

2. Use Restrictions. Owner shall use, and shall cause all occupants to use, the Property only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable state and local zoning laws. Owner shall occupy the Property for at least nine (9) months of each full year during which Owner is the owner of the Property. Occupancy by children or other immediate family members or dependents of Owner shall be considered occupancy by Owner. So long as the Affordable Housing Restrictions are in effect, any use of the Property or activity thereon that is inconsistent with the purpose of the Affordable Housing Restrictions is expressly prohibited.

3. Transfers to Income-Qualified Persons. Except as otherwise provided herein, during the Affordability Term (as defined below), Owner shall only convey the Property to: (a) Grantor, or (b) an Income-Qualified Person (as defined below) or otherwise only as explicitly permitted in the Affordable Housing Restrictions. "Income-Qualified Person" shall mean a person or group of persons whose household income does not exceed, at the time of the conveyance, eighty percent (80%) of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor thereto. The Affordable Housing Restrictions shall remain in effect for a period of thirty (30) years from and after the date of the conveyance of the Property to Owner from Grantor (the "Affordability Term").

4. Transfer to Owner's Heirs. Notwithstanding the provisions of Section 3 above, following the death of Owner (or if more than one, the death of the last to die), Owner's interest in the Property may be transferred to one or more of the following possible heirs of Owner: the

spouse of Owner, any child or children of Owner or members of Owner's household who have resided on the Property for at least one (1) year immediately prior to Owner's death.

5. Sale to Unqualified Buyer. Notwithstanding the provisions of Sections 3 above, Owner may sell the Property to a person who is not income-qualified at any bona fide price deemed acceptable by Owner, provided, however, the following conditions precedent shall apply to any such sale.

Grantor shall have a right of first refusal (the "Right of First Refusal") to purchase the Property in the event that Owner receives a bona fide offer from a person that is not an income-qualified person (the "Offer"). In such event, prior to accepting or committing to such offer and sale, Owner must offer the Property for sale to Grantor at the same purchase price and on the same terms and conditions as the Offer (the "Transaction Price"), and Grantor shall have the right to purchase and shall purchase the Property at the Transaction Price (provided that if the Offer is not for all cash, Grantor may choose to pay all cash). In the event that Grantor notifies Owner in writing of Grantor's intention to purchase the Property but fails to complete such purchase within a period of three (3) months following the providing of such notice to Owner, Grantor's intention to purchase the Property shall be deemed a rejection of Grantor's opportunity to purchase the Property at the Transaction Price, and, in the event that the sale by Owner to the non-income-qualified person is consummated on the terms of the Offer, Grantor shall, at the closing of such sale, be responsible for paying any liens against the Property that ensure long-term affordability, to the extent that such liens are not satisfied by the proceeds of such sale, except that Grantor shall pay County the greater of the total of County's liens on the Property or either: (a) \$30,000.00; or (b) if NSP2 funds were used for the construction of the Property, \$46,296.00.

6. Right to Purchase Property in Event of Foreclosure. Grantor is hereby granted a right to purchase the Property before foreclosure subject to any liens against that Property that ensure long-term affordability in order to preserve the period of affordability of the Property for Income-Qualified Persons.

Provided that a mortgage or deed of trust holder gives Grantor not less than thirty (30) days' prior written notice of its intention to foreclose upon its mortgage or deed of trust on the Property or to accept a conveyance of the Property in lieu of foreclosure and affords Grantor the right to purchase the Property to preserve the low income affordability of the Property, the Affordable Housing Restrictions shall terminate upon foreclosure or conveyance by deed in lieu of foreclosure. However, the Affordable Housing Restrictions shall be revived if the owner of record before the foreclosure or deed in lieu of foreclosure or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Property.

Upon receipt by Grantor of a mortgagee's notice of intent to foreclose upon its mortgage or deed of trust on the Property or to accept a deed in lieu of foreclosure, Grantor shall have thirty (30) days within which to give the mortgagee and Owner notice of its intention to exercise its right of purchase granted herein. Thereafter, Grantor shall have an additional thirty (30) days in which to purchase the Property. Failure of Grantor timely to perform hereunder shall

terminate Grantor's right to purchase the Property. Any action by the mortgagee that delays or prevents Grantor from purchasing the Property shall extend Grantor's thirty (30)-day period for executing its right of purchase refusal by the number of days of the delay or for that period of time that Grantor is prevented from consummating the purchase.

7. Enforcement. Grantor may enforce the Affordable Housing Restrictions by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation, it being agreed that Grantor will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantor.

8. Miscellaneous.

(a) Severability. If any provision of the Affordable Housing Restrictions shall to any extent be held invalid, the remainder shall not be affected.

(b) Recordation of Documents. Grantor is authorized to record and file any notices or instruments appropriate to assuring the enforceability of the Affordable Housing Restrictions. Owner shall execute any such instruments upon request. The benefits of the Affordable Housing Restrictions shall be assignable by Grantor to any successor institution performing substantially similar functions. Grantor and Grantee intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

(c) Notice. Any notice, request or other communication that any party hereto may be required or may desire to give to Grantor or Owner shall be made in writing and shall be deemed to have been properly given if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or hand delivered, and addressed as follows, or such other address as the applicable party may have furnished in writing to the party seeking to serve notice as a place for the service of notice, provided, however, that Owner shall use reasonable business efforts to ascertain the mailing address of Grantor that is current as of the date of such notice:

Grantor:

La Frontera Partners, Inc.
504 W. 29th Street
Tucson, Arizona 85713
Attention: Housing Director

Old Pueblo Community Services
4501 E. 5th Street, Suite A
Tucson, Arizona 85711
Attention: Housing Director

Owner/Grantee:

Notice to Owner/Grantee shall be provided at the address of the Property.


(d) Governing Law. The Affordable Housing Restrictions shall be construed in accordance with and governed by the laws of the State of Arizona.

(e) Release of Obligations on Former Owner. Upon the conveyance of the Property in conformance with the requirements of the Affordable Housing Restrictions, the seller of the Property shall be relieved of any obligation arising hereunder after the date of such conveyance, but the Affordable Housing Restrictions shall remain in full force and effect and be binding upon the subsequent owner of the Property.

(g) Restraint on Alienation. If the Affordable Housing Restrictions are deemed unenforceable by virtue of its scope in terms of purpose or eligibility of Income Qualified Persons but would be enforceable by reducing or increasing, as applicable, any part or all thereof, the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the State of Arizona.

OWNER/GRANTEE:

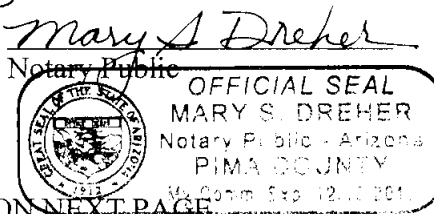
Acknowledged and agreed to:


[Name of Owner/Grantee from Deed]

[Name of Owner/Grantee from Deed]

STATE OF ARIZONA)
)
County of Pima)

The foregoing instrument was acknowledged before me this 20th day of September, 2013, by Matthew P. Beaudry and _____.



My commission expires: 12/19/13

SIGNATURE OF GRANTOR FOLLOWS ON NEXT PAGE

GRANTOR:


Acknowledged and agreed to:

OLD PUEBLO COMMUNITY SERVICES, an
Arizona nonprofit corporation

By: 
Thomas Litwicki, CEO

STATE OF ARIZONA)
)
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 26th day of
September, 200 13, by Thomas Litwicki, as CEO of Old Pueblo Community
Services, and Arizona nonprofit corporation..


Notary Public

My commission expires: 9/5/17

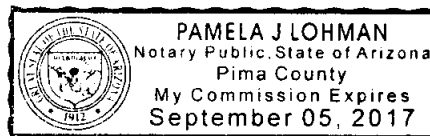


EXHIBIT B

**RELEASE OF RESALE HOUSING RESTRICTION
AND LIEN AGREEMENT**

And

**RESALE RESTRICTION
FOR AFFORDABLE HOUSING**

WHEN RECORDED, MAIL TO:
Pima County Community Development
And Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

RELEASE OF RESALE HOUSING RESTRICTION AND LIEN AGREEMENT

WHEREAS, on July 19, 2011, Matthew P. Beaudry, an unmarried man ("Owner"), purchased certain real property ("the Property") described as:

Lot 89 of Sunnyside Pointe, according to the plat of record in the Office of the Pima County Recorder, recorded in Book 63 of Maps, Page 89 (the "Property"). The street address of the Property is 916 E. Pentecrest Road, Tucson, AZ 85706. The Tax Parcel ID No. is 140-20-1430.

WHEREAS, contemporaneous with the purchase of the Property, Owner executed a RESALE HOUSING RESTRICTION AND LIEN AGREEMENT ("the NSP2 Lien") obligating Owner to pay a sum certain to Pima County in the event that a sale of the Property did not comply with the terms set forth in the NSP2 Lien; and

WHEREAS, the indebtedness secured by the NSP2 lien was erroneous.

NOW, THEREFORE, Pima County hereby releases Owner from obligations with relation to the real property described above and secured by the RESALE HOUSING RESTRICTION AND LIEN AGREEMENT:

Recorded in the Office of the Pima County Recorder on July 19, 2011

Recorded at Sequence No. 20112000700

PIMA COUNTY:


Margaret M. Kish, Director
Community Development & Neighborhood
Conservation Department

Date: 07/26/2013

Approved as to Content:


Gary Bachman, Program Manager 7/26/13

Approved as to Form:

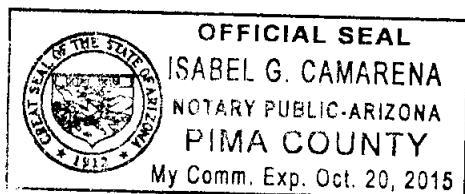

Deputy County Attorney

State of Arizona)
County of Pima)

Date of Acknowledgement 7/26/2013

Acknowledgement of Director, Community Development and Neighborhood Conservation Department, Pima County, AZ.

This instrument was acknowledged before me this date by the persons above subscribed and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.




Notary Public

My Commission Expires: October 20, 2015

When Recorded, Please Return To:

Pima County Community Development and Neighborhood Conservation
NSP2 Affordable Housing Program
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

RESALE RESTRICTION FOR AFFORDABLE HOUSING

THIS AGREEMENT (as it may be amended and modified from time to time, (the "Affordability Agreement"), is made as of _____, 2013, by and between Matthew P. Beadry, an unmarried man, with a mailing address of 916 E. Pentecrest Road, Tucson, AZ 85706 ("Owner"), and PIMA COUNTY, a political subdivision of the State of Arizona, with a mailing address as set forth in the heading above ("County").

RECITALS

- A. Owner has purchased and resides at certain real property described as Lot 89 of Sunnyside Pointe, according to the plat of record in the Office of the Pima County Recorder, recorded in Book 63 of Maps, Page 89 (the "Property"). The street address of the Property is 916 E. Pentecrest Road, Tucson, AZ 85706. The Tax Parcel ID No. is 140-20-1430.
- B. The U.S. Department of Housing and Urban Development ("HUD") administers federal funds provided under the American Reinvestment and Recovery Act of 2009 (Public Law 111-005) for additional activities under Division B, Title III of the Housing and Economic Recovery Act of 2008 (Public Law 110-289), as amended, (together "the Acts").
- C. HUD, through the Acts, offered funds under the Neighborhood Stabilization Program 2 (NSP2) for activities that assist in the redevelopment of abandoned and foreclosed homes and prevent further decline of neighborhoods due to the housing crisis facing the nation.
- D. County was awarded NSP2 grant funding in the amount of \$22,165,000.00 and charged with distributing the money to nine consortium members for NSP2-eligible projects. Old Pueblo Community Services is a consortium member that received NSP2 funds pursuant to a Consortium Grant Agreement, Pima County Contract No. 12*343.
- E. In order to assist in making the Property affordable for Income-Qualified Persons, NSP2 funds were used to cover some of the development costs of the Property.
- F. Pursuant to NSP2 regulations, properties assisted with NSP2 funds must be continually affordable to low- and moderate-income households for not less than twenty (20) years.
- G. Contemporaneous with the purchase of the Property, Owner entered into a Resale Housing Restriction and Lien Agreement, recorded in the Office of the Pima County Recorder at Sequence No. 20112000700 (the "NSP2 Lien"). The NSP2 Lien erroneously attributed a monetary value to the NSP2 Lien and required repayment of such monetary amount in the event

the Property is sold to a non-income qualified person. Contemporaneous with the execution of this Affordability Agreement, County will release the NSP2 Lien.

AGREEMENT

1. **Use Restrictions.** The Property shall be subject to the following covenants regulating and restricting the use and transfer of the Property, commencing as of the date of Owner's purchase of the Property, July 19, 2011 ("the Effective Date"). These restrictions shall be covenants running with the Property and shall bind Owner and Owner's successors and assigns for a period of twenty (20) years from and after the Effective Date. This Agreement shall be recorded in the Office of the Pima County Recorder.
 - 1.1. **Residential Use.** Owner shall use, and shall cause all occupants to use, the Property only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable state and local zoning laws. Owner shall occupy the Property for at least nine (9) months of each full year during which Owner holds legal title to the Property. Occupancy by children or other immediate family members or dependents of Owner shall be considered occupancy by Owner.
 - 1.2. **Transfers.** Owner shall only convey the Property to an Income-Qualified Person except as otherwise specifically permitted herein. "Income-Qualified Person" shall mean a person or group of persons whose household income does not exceed one hundred twenty percent (120%) of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor agency. A proposed buyer's status as an Income-Qualified Person shall be verified in writing by County or a local Community Housing Development Organization in good-standing with HUD or a HUD-certified homebuyer counseling agency. In the event that a more restrictive transfer covenant is associated with the Property, that restrictive covenant shall supersede the terms of this Paragraph 1.2.
2. **Transfer to Owner's Heirs.** Notwithstanding the provisions of Section 1 above, following the death of Owner, Owner's interest in the Property may be transferred to one or more of the following possible heirs of Owner: the spouse of Owner, any child or children of Owner, or members of Owner's household who have resided on the Property for at least one (1) year immediately prior to Owner's death. This Affordability Agreement will survive such a transfer and will continue to bind the Property.
3. **Injunctive Relief.** County shall have the right to enforce this Affordability Agreement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, which shall be in addition to, and not in limitation of, any other rights and remedies available to County.
4. **Severability.** If any provision of this Affordability Agreement shall to any extent be held invalid, the remainder shall not be affected but will remain in effect and valid and enforceable by the parties by any legal or equitable means.

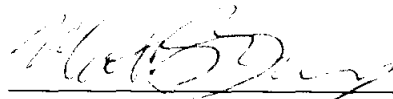
5. **Recordation of Documents.** The benefits of this Affordability Agreement shall be assignable by County to any successor institution or nonprofit affordable housing organization. To the extent that the enforceability of this Affordability Agreement by any person ever depends upon the approval of governmental officials, such approval, when given, shall relate back to the date of recordation hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.
6. **Notice.** Any notice, request or other communication that any party hereto may be required or may desire to give to County or Owner shall be made in writing and shall be deemed to have been properly given if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or hand delivered, and addressed as follows, or such other address as the applicable party may have furnished in writing to the party seeking to serve notice as a place for the service of notice, provided, however, that Owner shall use reasonable business efforts to ascertain the mailing address of County that is current as of the date of such notice:

County: Director
 Pima County Community Development and Neighborhood Conservation
 Affordable Housing Program
 2797 E. Ajo Way, 3rd Floor
 Tucson, AZ 85713

Owner: Notice to Owner shall be provided at the address of the Property.

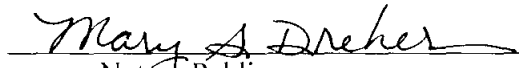
7. **Restraint on Alienation.** If this Affordability Agreement is deemed unenforceable by virtue of its scope in terms of purpose or eligibility of Income-Qualified Persons, but would be enforceable by reducing or increasing, as applicable, any part or all thereof, the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the State of Arizona.

SIGNATURES FOLLOW ON TWO (2) SEPARATE PAGES


Matthew P. Beaudry

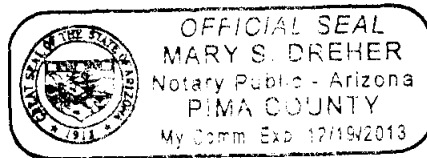
STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me this 20th day of September, 2013, by Matthew P. Beaudry.


Notary Public

My Commission Expires:

12/19/13



PIMA COUNTY:

Ramón Valadez, Chairman of the Board of Supervisors

Date

ATTEST:

Robin Brigode, Clerk of the Board

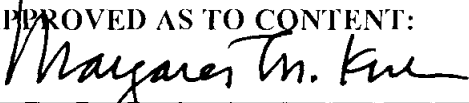
Date

STATE OF ARIZONA)
) ss
County of Pima)

This instrument was acknowledged before me, the undersigned authority, on this ____ day of _____, 2013, by Ramón Valadez as the Chairman of the Pima County Board of Supervisors.

Notary Public

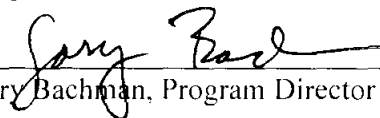
APPROVED AS TO CONTENT:



Margaret Kish, Director, Community Development and
Neighborhood Conservation

07/26/2013

Date




Gary Bachman, Program Director

7/26/13

Date

APPROVED AS TO FORM:



Karen S. Friar, Deputy Pima County Attorney

EXHIBIT C

**AMENDMENT TO THE AFFORDABLE HOUSING
RESTRICTION AND LIEN AGREEMENT**

WHEN RECORDED, MAIL TO:
Pima County Community Development
And Neighborhood Conservation Department
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

**AMENDMENT TO THE AFFORDABLE HOUSING
RESTRICTION AND LIEN AGREEMENT**

WHEREAS, on July 19, 2011, Matthew P. Beaudry, an unmarried man ("Owner"), purchased certain real property (the "Property") described as:

Lot 89 of Sunnyside Pointe, according to the plat of record in the Office of the Pima County Recorder, recorded in Book 63 of Maps, Page 89 (the "Property"). The street address of the Property is 916 E. Pentecrest Road, Tucson, AZ 85706. The Tax Parcel ID No. is 140-20-1430.

WHEREAS, contemporaneous with the purchase of the Property, Owner executed the AFFORDABLE HOUSING RESTRICTION AND LIEN AGREEMENT ("the Affordability Agreement") obligating Owner to pay a sum certain to Pima County in the event that a sale of the Property did not comply with the terms set forth in the Affordability Agreement; and

WHEREAS, the indebtedness secured by the Affordability Agreement was erroneous.

NOW, THEREFORE, the AFFORDABLE HOUSING RESTRICTION AND LIEN AGREEMENT:

Recorded in the Office of the Pima County Recorder on July 19, 2011

Recorded at Sequence No. 20112000699

is amended as follows:

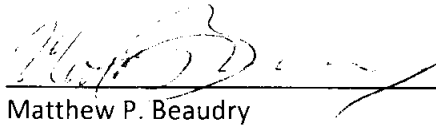
Paragraph 3.2 *Penalty* is amended to change the Affordability Penalty:

FROM: \$1,038.53

TO: \$19,839.00

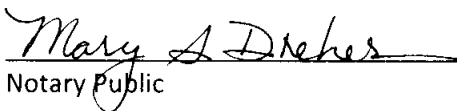
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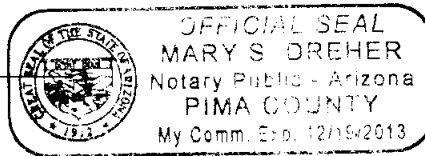
All other provisions of the Affordable Housing Restriction and Lien Agreement remain unchanged.


Matthew P. Beaudry

STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me this 20th day of September, 2013, by
Matthew P. Beaudry.


Notary Public



My Commission Expires: 12/19/13

PIMA COUNTY

By: _____

Its: _____

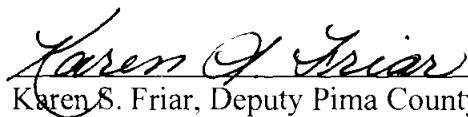
STATE OF ARIZONA)
) ss.
County of Pima)

This instrument was acknowledged before me this ____ day of _____, 2013, by
_____ and _____.

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Karen S. Friar", is written over a horizontal line.

Karen S. Friar, Deputy Pima County Attorney

EXHIBIT D

TITLE POLICY ENDORSEMENT (INSURE OVER AHP LIEN)



First American Title

**AFFORDABLE HOUSING PROGRAM
ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.:

File No.:

The Company insures against loss or damage sustained by reason of the enforcement or attempted enforcement of the monetary payment obligation described in paragraph B on page 1 of that certain Deed of Trust and Assignment of Rents, referred to in paragraph ____ of Schedule B.

As used in this endorsement, the words "monetary payment obligation" refer only to the obligation for the payment of money to the Beneficiary under the referenced Deed of Trust, and do not refer to or include any covenant or provision relating to obligations of any type (a) to perform maintenance, repair or remediation on the Land, (b) to pay taxes and assessments on the Land, (c) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances, (d) to comply with all covenants under the Rider to the referenced Deed of Trust (other than actual repayment of money), or (e) to comply with any and all obligations under any other matter excepted from coverage in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company



Dennis J. Gilmore
President

Timothy Kemp
Secretary

By: _____
Authorized Countersignature

EXHIBIT E

**MODIFICATION OF THE
HUD-1 STATEMENT**



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

First American Title Insurance Company Final Statement Revised as of Friday Aug 30, 2013 3:02 PM		B. Type of Loan 1-5. Loan Type: FHA 6. File Number: 234-5358778 7. Loan Number: 111049004800 8. Mortgage Insurance Case Number: 022-2261648-703
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.		
D. Name & Address of Borrower: Matthew P. Beaudry 916 East Pentecrest Road, Tucson, AZ 85706		
E. Name & Address of Seller: Old Pueblo Community Services 4501 East Fifth Street, Tucson, AZ 85711		
F. Name & Address of Lender: Sun West Mortgage USA, Inc (FN) dba Cal State Funding ISAOA 18303 Gridley Road Cerritos, CA 90703		
G. Property Location: 916 East Pentecrest Road Tucson, AZ 85706 Lot 89 Sunnyside Pointe		
H. Settlement Agent: First American Title Insurance Company Address: 6700 North Oracle, Suite 324, Tucson, AZ 85704 Place of Settlement Address: 6700 North Oracle, Suite 324, Tucson, AZ 85704		(520)575-1900 I. Settlement Date: 07/19/2011 Print Date: 08/30/2013, 3:02 PM Disbursement Date: 07/19/2011 Signing Date:

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract Sales Price	127,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	5,562.63
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
120. Gross Amount Due from Borrower	132,562.63
200. Amounts Paid by or on Behalf of Borrower	
201. *Deposit or earnest money	525.00
202. Principal amount of new loan(s)	107,161.00
203. Existing loan(s) taken subject	
204. **Credit Buyer Owner's Policy	208.00
205. GoBOND Funds from Pima County	19,839.00
206. La Frontera Gift	1,000.00
207. Seller credit towards Buyers costs	3,696.73
208. FHLB-AHP DOT \$22,500.00 POC	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes 01/01/11 to 07/19/11 @\$243.77/yr	132.90
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	132,562.63
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	132,562.63
302. Less amounts paid by/for borrower (line 220)	132,562.63
303. Cash (From) (To) Borrower	

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	127,000.00
402. Personal property	
403. Total Deposits	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
420. Gross Amount Due to Seller	127,000.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	102,996.61
503. Existing loan(s) taken subject	
504. Payoff of first mortgage loan	
505. Seller credit towards Buyers costs	3,696.73
506. GoBOND Funds from Pima County	19,839.00
507. Owners Title Policy	208.00
508. FHLB-AHP DOT \$22,500.00 POC	
509. *Supplemental Summary	126.76
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes 01/01/11 to 07/19/11 @\$243.77/yr	132.90
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	127,000.00
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	127,000.00
602. Less reductions in amounts due seller (line 520)	127,000.00
603. Cash (To) (From) Seller	

Previous editions are obsolete.
* See Supplemental Page for details. ** Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges				
700. Total Real Estate Broker Fees \$5,000.00			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:				
701. \$5,000.00 to Pepper Viner Management Co. II LLC				
702.				
703. Commission paid at settlement				
704.				
705.				
706.				
800. Items Payable in Connection with Loan				
801. Our origination charge \$2,118.80 (from GFE #1)				
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)				
803. Your adjusted origination charges to Sun West Mortgage USA, INC (FN) ISAOA (from GFE A)			2,118.80	
804. Appraisal fee to Transcontinental Valuations (from GFE #3) POC-B \$475.00				
805. Credit report (from GFE #3)				
806. Tax service (from GFE #3)				
807. Flood certification (from GFE #3)				
808. Compliance Inspection Report Fee to Sun West Mortgage USA, INC (FN) ISAOA (from GFE #3)			150.00	
809. (from GFE #3)				
810. (from GFE #3)				
811. (from GFE #3)				
900. Items Required by Lender to Be Paid In Advance				
901. Daily interest charges from 07/19/11 to 08/01/11 @\$15.780000/day to Sun West Mortgage USA, INC (FN) (from GFE #10)			205.14	
902. Mortgage insurance premium for ## Months/Years to Sun West Mortgage USA, INC (FN) ISAOA (from GFE #3)			1,061.00	
903. Homeowner's insurance to First American Property & Casualty (from GFE #11)			341.00	
904.				
905.				
906.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account (from GFE #9)			48.74	
1002. Homeowner's insurance 3 mo(s) @\$28.42/mo \$85.26				
1003. Mortgage insurance 0 mo(s) @\$74.68/mo				
1004. Property taxes 2 mo(s) @\$20.32/mo \$40.64				
1005.				
1006.				
1007. Aggregate Adjustment -\$77.16				
1100. Title Charges				
1101. Title services and lender's title insurance (from GFE #4)			794.00	
1102. Settlement or closing fee \$225.00				63.00
to First American Title Insurance Company				
1103. Owner's title insurance - First American Title Insurance Company (from GFE #5)			291.20	
1104. Lender's title insurance - First American Title Insurance Company \$549.00				
1105. Lender's title policy limit \$ 107,161.00				
1106. Owner's title policy limit \$ 127,000.00				
1107. Agent's portion of the total title insurance premium \$ 0.00				
to First American Title Insurance Company				
1108. Underwriter's portion of total title insurance premium \$ 840.20				
to First American Title Insurance Company				
1109. Trust Deed Fee to First American Title Insurance Company				20.00
1110.				
1111.				
1112.				
1200. Government Recording and Transfer Charges				
1201. Government recording charges (from GFE #7)			25.00	
1202. Recording fees:				
1203. Transfer taxes (from GFE #8)				
1204. City/county tax/stamps:				
1205. State tax/stamps:				
1206. Recording Fee \$25.00				25.00
1207.				
1208.				
1209.				
1210.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for (from GFE #6)				
1302. August HOA Dues to Sunnyside Pointe			20.00	
1303. Development Costs to La Frontera Partners, Inc.				96,941.48
1304. Excess Proceeds to Pima County				44.80
1305. HOA Dues from 7/19 to 7/31 to Sunnyside Pointe			7.75	
1306. HOA Working Capital to Cadden Community Management			500.00	
1307. Home Warranty to Home Buyers Warranty				342.33
1308. TEP Rebate to Pepper Viner Design Build Group, L.L.C.				550.00
1309. UCC Amendments to Secretary of State of Arizona				10.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			5,562.63	102,996.61

* See Supplemental Page for details. ** Paid on Behalf of Borrower. POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		
Charges That Cannot Increase	HUD-1 Line Number	
Our origination charge	#	801
Your credit / charge (points) for the specific interest rate chosen	#	802
Your adjusted origination charges	#	803
Transfer taxes	#	1203

Good Faith Estimate	HUD-1
2,991.59	2,118.80
0.00	
2,991.59	2,118.80
0.00	

Charges That in Total Cannot Increase More Than 10%		
Government recording charges	#	1201
Appraisal fee	#	804
Compliance Inspection Report Fee	#	808
Mortgage insurance premium for ## Months/Years	#	902
	#	
	#	
	#	
	#	
		Total
Increase between GFE and HUD-1 Charges		

Good Faith Estimate	HUD-1
25.00	25.00
475.00	475.00
0.00	150.00
1,083.00	1,061.00
1,583.00	1,711.00
\$128.00	or 8.0859%

Charges That Can Change		
Initial deposit for your escrow account	#	1001
Daily interest charges	#	901 @ \$15.780000/day
Homeowner's insurance	#	903
Title services and lender's title insurance	#	1101
Owner's title insurance	#	1103
	#	

Good Faith Estimate	HUD-1
48.74	48.74
205.14	205.14
341.00	341.00
865.00	794.00
336.00	291.20

Loan Terms

Your initial loan amount is	\$ 107,161.00
Your loan term is	30 years
Your initial interest rate is	5.3750 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 674.75 includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of 0.0000%. The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by 0.00000%. Over the life of the loan, your interest rate is guaranteed to never be lower than 0.0000% or higher than 0.0000%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$ 0.00.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ 0.00. The maximum it can ever rise to is \$ 0.00.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$ 0.00.
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ 0.00 due in 0 years on .
Total monthly amount owed including escrow account payments	<input type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input checked="" type="checkbox"/> You have an additional monthly escrow payment of \$ 48.74 that results in a total initial monthly amount owed of \$ 723.49. This includes principal, interest, any mortgage insurance and any items checked below: <div><input checked="" type="checkbox"/> Property taxes <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div> <div><input checked="" type="checkbox"/> Homeowner's insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></div>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Supplemental Page HUD-1 Settlement Statement	File No. 234-5358778
First American Title Insurance Company Final Statement Revised as of Friday Aug 30, 2013 3:02 PM	Loan No. 111049004800
	Settlement Date: 07/19/2011
Borrower Name & Address: Matthew P. Beaudry 916 East Pentecrest Road, Tucson, AZ 85706	
Seller Name & Address: Old Pueblo Community Services 4501 East Fifth Street, Tucson, AZ 85711	

Section L. Settlement Charges continued	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
-----------------------------------------	------------------------------------------------	----------------------------------------------

Section J. Summary of Borrower's Transaction continued		
100. Gross Amount Due From Borrower	Borrower Charges	Borrower Credits
200. Amounts Paid By Or In Behalf of Borrower		
201. Supplemental Summary \$525.00		
a. Earnest Money Deposit		500.00
b. Funds For Closing		25.00

Section K. Summary of Seller's Transaction continued		
400. Gross Amount Due To Seller	Seller Charges	Seller Credits
500. Reductions In Amount Due to Seller		
509. Supplemental Summary \$126.76		
509.a. Property Taxes \$126.76		
2nd half 2010 Tax Installment: Amount to Pima County Treasurer	121.88	
Tax Installment: Interest Due for July to Pima County Treasurer	4.88	

The following Section is restated from the Settlement Statement Page 1			
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	132,562.63	601. Gross amount due to seller (line 420)	127,000.00
302. Less amounts paid by/for borrower (line 220)	132,562.63	602. Less reductions in amounts due seller (line 520)	127,000.00
303. Cash (From) (To) Borrower		603. Cash (To) (From) Seller	

Itemization of Title Charges and Government Recording and Transfer Charges		File No. 234-5358778
First American Title Insurance Company Final Statement Revised as of Friday Aug 30, 2013 3:02 PM		Loan No. 111049004800
		Settlement Date. 07/19/2011
Property: 916 East Pentecrest Road Tucson, AZ 85706 Lot 89 Sunnyside Pointe		Print Date. 08/30/2013, 3:02 PM
Name & Address of Borrower: Matthew P. Beaudry 916 East Pentecrest Road, Tucson, AZ 85706		Name & Address of Seller: Old Pueblo Community Services 4501 East Fifth Street, Tucson, AZ 85711
Name & Address of Lender: Sun West Mortgage USA, Inc (FN) dba Cal State Funding ISAOA 18303 Gridley Road Cerritos, CA 90703		

1100. Summary of Title Charges	Borrower Charges	Seller Charges
1101. Title Services and Lenders Title Insurance	794.00	
Title Services Fees \$20.00		
a. Overnight Delivery (UPS, Federal Express, etc.) \$20.00		
1102. Settlement or Closing Fees to First American Title Insurance Company \$225.00		
a. Escrow Fees \$225.00		63.00
1103. Owner's title insurance - First American Title Insurance Company	291.20	
a. Eagle Owner's Policy \$291.20		
1104. Lender's title insurance - First American Title Insurance Company \$549.00		
a. [ALTA 5] Planned Unit Development \$75.00		
b. [ALTA 8.1] Environmental Protection Lien \$75.00		
c. Extended Lender's Policy \$399.00		
1105. Lender's title policy limit \$ 107,161.00		
1106. Owner's title policy limit \$ 127,000.00		
1107. Agent's portion of the total title insurance premium \$ 0.00		
to First American Title Insurance Company		
1108. Underwriter's portion of total title insurance premium \$ 840.20		
to First American Title Insurance Company		
1109. Trust Deed Fee to First American Title Insurance Company		20.00

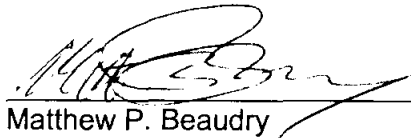
1200. Government Recording and Transfer Charges	Borrower Charges	Seller Charges
1201. Government Recording Charges	25.00	
1202. Recording Fees		
1203. Transfer taxes		
1204. City/county tax/stamps:		
1205. State tax/stamps:		
1206. Recording Fee \$25.00		25.00

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

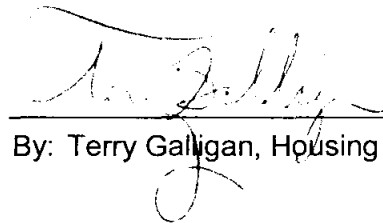
I hereby authorize the Settlement Agent to make expenditures and disbursements as shown and approve same for payment.

Borrower(s)/Purchaser(s)


Matthew P. Beaudry

Seller(s)

Old Pueblo Community Services, an Arizona
non-profit corporation


By: Terry Galligan, Housing Director

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

DOCUMENT TITLE: SPECIAL WARRANTY DEED

WHEN RECORDED, MAIL TO:

Joe F. Tarver
JOE F. TARVER, P.C.
4710 N. Caida Place
Tucson, AZ 85718

THIS DOCUMENT IS BEING RE-RECORDED TO DELETE ORIGINAL EXHIBIT
"A" AND TO ADD A REPLACEMENT EXHIBIT "A".

AFFIDAVIT OF PROPERTY VALUE

1. ASSESSOR'S PARCEL NUMBER(S) (primary parcel number):
 Primary Parcel: 140-20-1430 -
 BOOK MAP PARCEL SPLIT LETTER
 Does this sale include any parcels that are being split / divided?

Check one: Yes ☐ No ☒

How many parcels, other than the Primary Parcel, are included in this sale? _____

Please list the additional parcels below (no more than four):

(1) _____ (3) _____
 (2) _____ (4) _____

2. SELLER'S NAME AND ADDRESS:

Old Pueblo Community Services
 4501 East Fifth Street
 Tucson, AZ 85711

3. (a) BUYER'S NAME AND ADDRESS:

Matthew P. Beaudry
 916 East Pentecrest Road
 Tucson, AZ 85706

(b) Are the Buyer and Seller related: Yes _____ No ☒
 If yes, state relationship: _____

4. ADDRESS OF PROPERTY:

916 East Pentecrest Road
 Tucson, AZ 85706-2210

5. MAIL TAX BILL TO:

Matthew P. Beaudry
 916 East Pentecrest Road
 Tucson, AZ 85706

6. PROPERTY TYPE (for Primary Parcel): **NOTE: Check Only One Box**

- a ☐ Vacant Land f ☐ Commercial or Industrial Use
 b ☒ Single Family Residence g ☐ Agricultural
 c ☐ Condo or Townhouse h ☐ Mobile or Manufactured Home
 d ☐ 2-4 Plex i ☐ Other Use, Specify:
 e ☐ Apartment Building

7. RESIDENTIAL BUYER'S USE: If you checked **b, c, d, or h** in Item 6 above, please check **one** of the following:

☒ To be occupied by owner or "family member." ☐ To be rented to someone other than "family member."

See reverse side for definition of a "family member."

8. NUMBER OF UNITS: _____

For Apartment Properties, Motels, Hotels,
 Mobile Home Parks, RV Parks, Mini-Storage Properties, etc.

9. **FOR OFFICIAL USE ONLY: Buyer and Seller leave blank**

- (a) County of Recordation: _____
 (b) Docket & Page Number: _____
 (c) Date of Recording: _____
 (d) Fee / Recording Number: _____

Validation Codes:

(e) ASSESSOR: _____ (f) DOR _____

ASSESSOR'S USE ONLY

Verify Primary Parcel in Item 1: _____

Use Code: _____ Full Cash Value: \$ _____

10. TYPE OF DEED OR INSTRUMENT (Check Only One Box):

- a ☐ Warranty Deed d ☐ Contract or Agreement
 b ☒ Special Warranty Deed e ☐ Quit Claim Deed
 c ☐ Joint Tenancy Deed f ☐ Other

11. SALE PRICE: 127,000.00 00

12. DATE OF SALE (Numeric Digits): 07/11
 Month Year
 (For example: 03 / 05 for March 2005)

13. DOWN PAYMENT: \$ 2,000.00 00

14. METHOD OF FINANCING:

- e ☒ New loan(s) from Financial institution:
 a ☐ Cash (100% of Sale Price) (1) ☐ Conventional
 b ☐ Exchange or trade (2) ☐ VA
 c ☐ Assumption of existing loan(s) (3) ☒ FHA
 d ☐ Seller Loan (Carryback) f ☐ Other financing; Specify:

15. PERSONAL PROPERTY (see reverse side for definition):

(a) Did the Sale Price in Item #11 include Personal Property that Impacted the Sale Price by 5% or more? Yes _____ No ☒

(b) If Yes, provide the dollar amount of the Personal Property:

\$ 00 AND

briefly describe the
 Personal Property:

16. PARTIAL INTEREST: If only a partial ownership interest is

being sold, briefly describe the partial interest:

17. PARTY COMPLETING AFFIDAVIT (Name, Address, Phone):

First American Title Insurance Company
 6700 North Oracle, Suite 324
 Tucson, AZ 85704

234-5358778 (CT) Phone (520)575-1900

18. LEGAL DESCRIPTION (attach copy if necessary):

LOT 89, OF SUNNYSIDE POINTE, ACCORDING TO THE PLAT OF
 RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA
 COUNTY, ARIZONA, RECORDED IN BOOK 63 OF MAPS, PAGE 89.

THE UNDERSIGNED BEING DULY SWORN, ON OATH, SAYS THAT THE FOREGOING INFORMATION IS A TRUE AND CORRECT STATEMENT OF THE FACTS PERTAINING TO THE TRANSFER OF THE ABOVE DESCRIBED PROPERTY.

Signature of Seller/Agent

State of Arizona County of Pima

Subscribed and sworn to before me on this

26th day of September 2013

Notary Public

Notary Expiration Date 9/5/17

Signature of Buyer/Agent

State of _____ County of _____

Subscribed and sworn to before me on this

day of _____

Notary Public

Notary Expiration

Reproduction by First American Title Insurance 05/2003

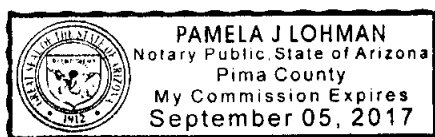


EXHIBIT "A"

REPLACEMENT EXHIBIT "A"

TO
SPECIAL WARRANTY DEED
(SUNNYSIDE POINTE)

AFFORDABILITY HOUSING USE AND TRANSFER RESTRICTIONS

This Replacement Exhibit "A" supercedes and replaces in its entirety the original Exhibit "A" attached to this Special Warranty Deed.

The Property conveyed by this Special Warranty Deed shall be subject to the following covenants and restrictions (collectively, the "Affordable Housing Restrictions") regulating and restricting the transfer and purchase price of future sales of the Property, commencing on the date of recording hereof. The Affordable Housing Restrictions shall be covenants running with the Property and shall bind Grantee and his/her/their successors and assigns and shall be as follows:

1. Definition of Owner. As used herein, "Owner" shall mean Grantee (collectively, if more than one) and his or her or their successors and assigns and any subsequent owner of the Property, but excluding Grantor.

2. Use Restrictions. Owner shall use, and shall cause all occupants to use, the Property only for residential purposes and any incidental activities related to residential use that are currently permitted by applicable state and local zoning laws. Owner shall occupy the Property for at least nine (9) months of each full year during which Owner is the owner of the Property. Occupancy by children or other immediate family members or dependents of Owner shall be considered occupancy by Owner. So long as the Affordable Housing Restrictions are in effect, any use of the Property or activity thereon that is inconsistent with the purpose of the Affordable Housing Restrictions is expressly prohibited.

3. Transfers to Income-Qualified Persons. Except as otherwise provided herein, during the Affordability Term (as defined below), Owner shall only convey the Property to: (a) Grantor, or (b) an Income-Qualified Person (as defined below) or otherwise only as explicitly permitted in the Affordable Housing Restrictions. "Income-Qualified Person" shall mean a person or group of persons whose household income does not exceed, at the time of the conveyance, eighty percent (80%) of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor thereto. The Affordable Housing Restrictions shall remain in effect for a period of thirty (30) years from and after the date of the conveyance of the Property to Owner from Grantor (the "Affordability Term").

4. Transfer to Owner's Heirs. Notwithstanding the provisions of Section 3 above, following the death of Owner (or if more than one, the death of the last to die), Owner's interest in the Property may be transferred to one or more of the following possible heirs of Owner: the

spouse of Owner, any child or children of Owner or members of Owner's household who have resided on the Property for at least one (1) year immediately prior to Owner's death.

5. Sale to Unqualified Buyer. Notwithstanding the provisions of Sections 3 above, Owner may sell the Property to a person who is not income-qualified at any bona fide price deemed acceptable by Owner, provided, however, the following conditions precedent shall apply to any such sale.

Grantor shall have a right of first refusal (the "Right of First Refusal") to purchase the Property in the event that Owner receives a bona fide offer from a person that is not an income-qualified person (the "Offer"). In such event, prior to accepting or committing to such offer and sale, Owner must offer the Property for sale to Grantor at the same purchase price and on the same terms and conditions as the Offer (the "Transaction Price"), and Grantor shall have the right to purchase and shall purchase the Property at the Transaction Price (provided that if the Offer is not for all cash, Grantor may choose to pay all cash). In the event that Grantor notifies Owner in writing of Grantor's intention to purchase the Property but fails to complete such purchase within a period of three (3) months following the providing of such notice to Owner, Grantor's intention to purchase the Property shall be deemed a rejection of Grantor's opportunity to purchase the Property at the Transaction Price, and, in the event that the sale by Owner to the non-income-qualified person is consummated on the terms of the Offer, Grantor shall, at the closing of such sale, be responsible for paying any liens against the Property that ensure long-term affordability, to the extent that such liens are not satisfied by the proceeds of such sale, except that Grantor shall pay County the greater of the total of County's liens on the Property or either: (a) \$30,000.00; or (b) if NSP2 funds were used for the construction of the Property, \$46,296.00.

6. Right to Purchase Property in Event of Foreclosure. Grantor is hereby granted a right to purchase the Property before foreclosure subject to any liens against that Property that ensure long-term affordability in order to preserve the period of affordability of the Property for Income-Qualified Persons.

Provided that a mortgage or deed of trust holder gives Grantor not less than thirty (30) days' prior written notice of its intention to foreclose upon its mortgage or deed of trust on the Property or to accept a conveyance of the Property in lieu of foreclosure and affords Grantor the right to purchase the Property to preserve the low income affordability of the Property, the Affordable Housing Restrictions shall terminate upon foreclosure or conveyance by deed in lieu of foreclosure. However, the Affordable Housing Restrictions shall be revived if the owner of record before the foreclosure or deed in lieu of foreclosure or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Property.

Upon receipt by Grantor of a mortgagee's notice of intent to foreclose upon its mortgage or deed of trust on the Property or to accept a deed in lieu of foreclosure, Grantor shall have thirty (30) days within which to give the mortgagee and Owner notice of its intention to exercise its right of purchase granted herein. Thereafter, Grantor shall have an additional thirty (30) days in which to purchase the Property. Failure of Grantor timely to perform hereunder shall

terminate Grantor's right to purchase the Property. Any action by the mortgagee that delays or prevents Grantor from purchasing the Property shall extend Grantor's thirty (30)-day period for executing its right of purchase refusal by the number of days of the delay or for that period of time that Grantor is prevented from consummating the purchase.

7. Enforcement. Grantor may enforce the Affordable Housing Restrictions by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Property to its condition prior to any such violation, it being agreed that Grantor will have no adequate remedy at law, and shall be in addition to, and not in limitation of, any other rights and remedies available to Grantor.

8. Miscellaneous.

(a) Severability. If any provision of the Affordable Housing Restrictions shall to any extent be held invalid, the remainder shall not be affected.

(b) Recordation of Documents. Grantor is authorized to record and file any notices or instruments appropriate to assuring the enforceability of the Affordable Housing Restrictions. Owner shall execute any such instruments upon request. The benefits of the Affordable Housing Restrictions shall be assignable by Grantor to any successor institution performing substantially similar functions. Grantor and Grantee intend that the restrictions arising hereunder take effect upon the date hereof, and to the extent enforceability by any person ever depends upon the approval of governmental officials, such approval when given shall relate back to the date hereof regardless of the date of actual approval or the date of filing or recording of any instrument evidencing such approval.

(c) Notice. Any notice, request or other communication that any party hereto may be required or may desire to give to Grantor or Owner shall be made in writing and shall be deemed to have been properly given if mailed by United States registered or certified mail, postage prepaid, return receipt requested, or hand delivered, and addressed as follows, or such other address as the applicable party may have furnished in writing to the party seeking to serve notice as a place for the service of notice, provided, however, that Owner shall use reasonable business efforts to ascertain the mailing address of Grantor that is current as of the date of such notice:

Grantor:

La Frontera Partners, Inc.
504 W. 29th Street
Tucson, Arizona 85713
Attention: Housing Director

Old Pueblo Community Services
4501 E. 5th Street, Suite A
Tucson, Arizona 85711
Attention: Housing Director

Owner/Grantee:

Notice to Owner/Grantee shall be provided at the address of the Property.

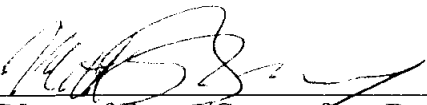
(d) Governing Law. The Affordable Housing Restrictions shall be construed in accordance with and governed by the laws of the State of Arizona.

(e) Release of Obligations on Former Owner. Upon the conveyance of the Property in conformance with the requirements of the Affordable Housing Restrictions, the seller of the Property shall be relieved of any obligation arising hereunder after the date of such conveyance, but the Affordable Housing Restrictions shall remain in full force and effect and be binding upon the subsequent owner of the Property.

(g) Restraint on Alienation. If the Affordable Housing Restrictions are deemed unenforceable by virtue of its scope in terms of purpose or eligibility of Income Qualified Persons but would be enforceable by reducing or increasing, as applicable, any part or all thereof, the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the State of Arizona.

OWNER/GRANTEE:

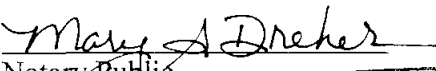
Acknowledged and agreed to:


[Name of Owner/Grantee from Deed]

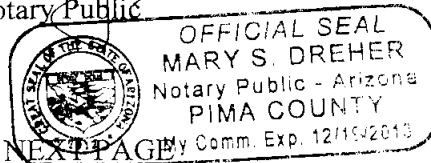
[Name of Owner/Grantee from Deed]

STATE OF ARIZONA)
)
County of Pima)

The foregoing instrument was acknowledged before me this 20th day of September,
20 13, by Matthew P. Beaudry and _____.


Notary Public

My commission expires: 12/19/13

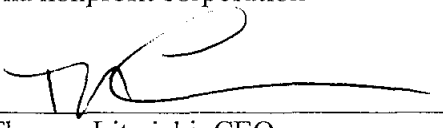


SIGNATURE OF GRANTOR FOLLOWS ON NEXT PAGE

GRANTOR:

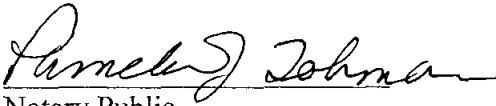
Acknowledged and agreed to:

OLD PUEBLO COMMUNITY SERVICES, an
Arizona nonprofit corporation

By: 
Thomas Litwicki, CEO

STATE OF ARIZONA)
)
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this 26th day of
September, 20013, by Thomas Litwicki, as CEO of Old Pueblo Community
Services, and Arizona nonprofit corporation..


Notary Public

My commission expires: 9/5/17

