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MEMBER INSTITUTIONS ARE REQUIRED TO REVIEW AND CONFORM THE ATTACHED DOCUMENT TO SATISFY THE LEGAL REQUIREMENTS OF THE JURISDICTION IN WHICH THE AHP-ASSISTED UNIT IS LOCATED.

THE FEDERAL HOME LOAN BANK OF ATLANTA STRONGLY SUGGESTS THAT MEMBERS CONSULT LEGAL COUNSEL TO ENSURE FULL COMPLIANCE WITH RECORDING AND OTHER REQUIREMENTS OF ALL APPLICABLE LAWS. BY PROVIDING YOU WITH THESE DOCUMENTS, THE FEDERAL HOME LOAN BANK OF ATLANTA IS IN NO WAY PROVIDING LEGAL ADVICE OR MAKING ANY REPRESENTATION AS TO THE EFFECTIVENESS OF THE DOCUMENTS.

NO MODIFICATIONS TO THE SUBSTANTIVE PROVISIONS OF THESE DOCUMENTS ARE ALLOWED WITHOUT THE PRIOR WRITTEN AGREEMENT OF FHLBANK ATLANTA.

STATE OF _____)
)
) **DEED RESTRICTION AGREEMENT**
) **(AHP Retention Agreement)**
)
)
COUNTY OF _____)

THIS DEED RESTRICTION AGREEMENT (AHP Retention Agreement) is made and entered into this ____ day of _____, 20__ by and between _____ (borrower/grantor) and _____ (“**Member/Lender**”)

- A. **WHEREAS**, pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (“**FIRREA**”), the Federal Housing Finance Agency (“**Finance Agency**”) is required to cause each Federal Home Loan Bank to establish an affordable housing program (“**AHP**”) pursuant to the regulations set forth at 12 CFR Part 1291 promulgated by the Finance Agency (the “**AHP Regulations**”), including one or more homeownership set-aside products (“**Set-aside**”), to assist members of each Federal Home Loan Bank to finance affordable housing for very low-, low-, or moderate-income households.
- B. **WHEREAS**, the Federal Home Loan Bank of Atlanta (“**FHLBank Atlanta**” or the “**Bank**”) has established an Affordable Housing Program Implementation Plan (as the same may be modified from time to time, the “**AHP Implementation Plan**”), and AHP policies, procedures, guidelines, and instructions covering, among other things, feasibility, funding, monitoring and modifying affordable housing projects participating in the Bank’s Set-aside Program (together with the Implementation Plan, collectively, as the same may be modified from time to time, the “**Bank’s AHP Policies and Procedures**;” and together with the AHP Regulations, collectively, “**Set-aside Requirements**”).
- C. **WHEREAS**, _____ (“**Member**”), a member of FHLBank Atlanta, submitted an application to FHLBank Atlanta (the “**Set-aside Application**”) for an Set-aside subsidy (defined below) in connection with the purchase or rehabilitation, as applicable, of a housing unit located on the real property described herein, and more particularly described in the legal description attached hereto and made a part hereof as Exhibit A (the “**Set-aside Assisted Unit**”).
- D. **WHEREAS**, Member has disbursed or agreed to disburse the Set-aside Subsidy (defined below) to Owner in connection with the purchase or rehabilitation, as applicable, of the Set-aside Assisted Unit, and in connection with the Set-aside Subsidy, Owner has executed this AHP Retention Agreement.

E. **WHEREAS**, the Parties desire to set forth those circumstances under which Owner shall be required to repay the Set-aside Subsidy to Member and the Bank.

By signing the AHP Retention Agreement, Owner hereby agrees as follows:

1. Project Information

Name(s) of the Owner(s)	
Address of Set-aside Assisted Unit	
Set-Aside Program Product (check the appropriate box)	<input type="checkbox"/> First-time Homebuyer Product (FHP) <input type="checkbox"/> Community Partners Product (CPP) <input type="checkbox"/> Foreclosure Recovery Product (FRP) <input type="checkbox"/> Veteran Purchase Product (VPP) <input type="checkbox"/> Returning Veteran Purchase Product (RVPP) <input type="checkbox"/> Veteran Rehabilitation Product (VRP) <input type="checkbox"/> Returning Veteran Rehabilitation Product (RVRP) <input type="checkbox"/> Community Restore and Rebuild Product (CRR) <input type="checkbox"/> Structured Partnership Product (SPP)
Project Number	
Amount of Set-aside Subsidy	

2. **Set-aside Subsidy.** The secured obligation described in and secured by the AHP Retention Agreement represents the “Set-aside Subsidy” used or to be used in connection with the purchase of the Set-aside Assisted Unit.

3. **DEFINITIONS.** As used in this AHP Retention Agreement, the following capitalized terms have the following meanings:

“**Retention Period**” means five years from the date of Owner’s closing on the Set-aside Assisted Unit. Owner agrees to comply with the terms and conditions of this Agreement during the Retention Period.

All other capitalized terms not otherwise defined herein shall be as defined in the Set-aside Requirements.

4. **Notice Requirements.** Each of FHLBank Atlanta and the Member is to be given notice of any sale or refinancing of the Set-aside Assisted Unit occurring prior to the end of the Retention Period. Notices shall be sent to the Member at the address:
_____, and to FHLBank Atlanta at **1475 Peachtree Street, Atlanta, Georgia 30309, Attention: Community Investment Services.**
5. **SALE OF AHP-ASSISTED UNIT DURING RETENTION PERIOD.** In the event of a sale of the Set-Aside Assisted Unit prior to the end of the Retention Period, an amount equal to a pro rata share of the Set-aside subsidy, reduced for every year the Owner has owned the Set-Aside Assisted Unit, shall be repaid to FHLBank Atlanta from any net gain realized upon the sale of the Set-aside Assisted Unit unless the unit is sold to a very low-, low or moderate-income household, as defined by AHP Regulations.
6. **REFINANCING OF AHP-ASSISTED UNIT DURING RETENTION PERIOD.** In the case of a refinancing of the Set-aside Assisted Unit prior to the end of the Retention Period, an amount equal to the pro rata share of the Set-aside subsidy, reduced for every year the Owner has owned the Set-aside Assisted Unit, shall be repaid to FHLBank Atlanta from any net gain realized upon the refinancing, unless the unit continues to be subject to a Retention Agreement, as described in the Set-aside Requirements.
7. **EFFECT OF FORECLOSURE.** The income-eligibility and affordability restrictions applicable to the Project terminate after any foreclosure, conveyance by deed in lieu of foreclosure or any assignment of the first mortgage to the Secretary of HUD. However, any obligation to repay the AHP Set-aside subsidy for any period of noncompliance arising prior to the foreclosure, deed in lieu, or assignment to the Secretary of HUD shall not be extinguished by such actions.
8. **RECEIPT OF ADDITIONAL AHP SUBSIDY DURING RETENTION PERIOD.** The Set-Aside Assisted Unit may not receive funds from multiple AHP competitive program or set-aside product(s) offered by FHLBank Atlanta during the Retention Period.
9. **MONITORING.** Owner agrees to comply with all requests by Member or Bank for information or documentation arising from their obligations to obtain information from the Owner under the Set-aside Requirements.
10. **JOINT AND SEVERAL OBLIGATIONS.** If more than one person is the Owner of the Set-aside Assisted Unit, their obligations under this Agreement shall be joint and several, and references in this Agreement to "Owner(s)" shall be deemed to refer to each of such persons.

IN WITNESS WHEREOF the Parties have set their hands and seals as of the date first above written.

Witness:

Owner

Owner

STATE OF _____)
COUNTY OF _____)

PERSONALLY appeared before me _____ and made oath that ___he saw the within-named Owner(s) sign, seal, and as his/her/their act and deed, deliver the within written Agreement As To Deed Restriction and that ___he, with _____ witnessed the execution thereof

Witness

SWORN to before me this ___day of _____, 20__

Notary Public of _____
My Commission Expires: _____

Exhibit A

LEGAL DESCRIPTION OF AHP-ASSISTED UNIT