

**LAND USE RESTRICTION
AGREEMENT**

Document Number

Title

THIS LAND USE RESTRICTION AGREEMENT (the "Agreement") is made and entered into as of the 22nd day of September, 2006 by _____ as owner, and his/her successors and assigns ("Owner"), as owner of the Property, in favor and for the benefit of the CITY OF MADISON, a Wisconsin municipal corporation, and its successors and assigns (the "City").

WITNESSETH:

WHEREAS, Owner owns the real property legally described on Exhibit A which is attached hereto and incorporated herein by reference (the "Property"), and located at _____ Troy Drive, Madison, Wisconsin 53704; and

Name and Return Address:
Barbara Constans
CD Office
Room 280, Madison Municipal Building
215 Martin Luther King, Jr. Boulevard
Post Office Box 2985
Madison, Wisconsin 53701-2985

Part of 281-0809-264-0802-5

Parcel Identification Number

WHEREAS, certain of the expenses incurred in the development and construction of the Property as residential housing have been financed from funds loaned (the "Loan") by the City to the developer of the Property ("Developer") under the Federal Home Investment Partnerships Act, 42 U.S.C. 12701 *et seq.*, as it exists on the date hereof (the "Statutes"), and under the regulations set forth in 24 Code of Federal Regulations Part 92, as they exist on the date hereof ("Regulations"); and

WHEREAS, as a condition of the Loan, the City has required Developer to require the Owner to restrict the use of the Property as hereinafter described (the "Restrictions"), and the Owner is willing to do so, in part because the Loan enabled the Developer to sell the Property to Owner at a lower purchase price than would otherwise have been economically feasible;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby covenants and agrees on behalf of himself/herself as Owner of the Property and her/his successors, assigns, heirs, grantees and legatees, as follows:

1. The restrictions set forth herein shall be applicable to the Property.
2. Owner shall at all times comply with the requirements of the Statutes and Regulations with respect to the Property, including, but not limited to, the affordable housing requirements set forth in Title 24 Code of Federal Regulations Section 92.254, a copy of which is attached as Exhibit B. All words and phrases used herein which are defined in the Statutes or Regulations shall have the meanings set forth in the Statutes or Regulations.

3. The Restrictions shall run with the land, shall be appurtenant to the Property and shall be binding upon all future owners of the Property during the term of this Agreement. This Agreement shall become effective on the date hereof. Unless sooner terminated or amended in a written document signed by the City and the Owner, this Agreement shall be perpetually in full force and effect.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

Signature

Printed name

Signature

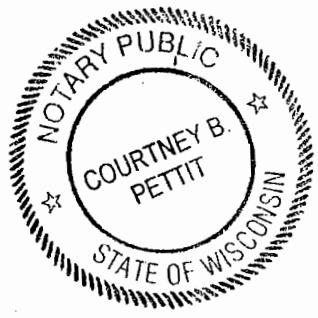
Printed name

STATE OF WISCONSIN)
) ss
 COUNTY OF DANE)

Personally came before me this 22nd day of September, 2006, the above-named Justin O. Markofski and Anne M. Markofski, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

signature
Courtney B Pettit

printed name
 Notary Public, Dane County, Wisconsin
 My commission: 12-10-06



This instrument was drafted by the CDBG Office. After recording it should be returned to Barbara Constans, Grants Administrator, Department of Planning & Development, Community Development Block Grant, Madison Municipal Building, Room 280, P.O. Box 2985, 215 Martin Luther King Jr. Blvd., Madison, Wisconsin 53701-2985.

LEGAL DESCRIPTION

Unit _____ in Troy Gardens Condominium, being a condominium created under the Condominium Ownership Act of the state of Wisconsin by a "Declaration of Troy Gardens Condominium", dated as of the 7th day of September, 2006 and recorded in the office of the Dane County, Wisconsin Register of Deeds on the 11th day of September, 2006 as document number 4233651 and by a Condominium Plat therefore.

Tax parcel number: part of 281-0809-264-0802-5.