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, Skagit County Auditor

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When Recorded Return To:

Washington State Department of Community,
Trade and Economic Development
Office of Community Development
Housing Finance Unit
906 Columbia Street Southwest
Post Office Box 48350
Olympia, Washington 98504-8350

Attention: Greg Black (360) 725-2916

LOW INCOME HOUSING COVENANT AGREEMENT **FIRST AMERICAN TITLE CO.**

B62028E-2

Grantor (Borrower): Raspberry Ridge Apartments Limited Partnership

Grantee (Lender): Department of Community, Trade and Economic Development, Office of Community Development

Assessor's Tax Parcel ID#: 3867-000-037-0102 R62519; 3867-000-037-0003 R 62518; 3867-000-037-0805 R62528; 3867-000-037-0904 R62529

Legal Description (abbreviated): A portion of Lot 2 of Skagit County Short Plat No. 7-85 lying within the east 1/2 of Tract 37, "Plat of the Burlington Acreage Property", recorded in Volume 1 of plats, page 49, records of Skagit County.

Contract Number: 01-49300-572

This Low Income Housing Covenant Agreement ("Covenant Agreement") is made by Raspberry Ridge Apartments Limited Partnership ("Grantor") and is part of the consideration for the financial assistance provided by the Department of Community, Trade and Economic Development, a department of the State of Washington ("Department"), to Housing Authority of Skagit County pursuant to a Housing Finance Unit Agreement, Contract Number 01-49300-572 ("Contract"), for the construction of real property ("Property") legally described as follows:

See Attached Schedule A

This Covenant Agreement will be filed and recorded in the official public land records of Skagit County, Washington and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant Agreement, for fifty (50) years beginning September 1, 2002 and ending August 31, 2052.

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantor, his successors and assigns heirs, grantees, or lessees of the Property, beginning September 1, 2002 and ending August 31, 2052. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, for the fifty (50) years commencing September 1, 2002 and terminating August 31, 2052, as follows:

1. The residential units in the Property will be rented to farmworker families who, at the time of admission to the housing, earn no less than \$3,000 per year from farmwork and whose gross annual household income is at or below thirty-five percent (35%) of the local area median income for Skagit County, Washington, adjusted for family size, as estimated from time to time by the United States Department of Housing and Urban Development ("HUD"). If HUD ceases to provide such estimates of median income, then median income shall mean such comparable figure for Skagit County, Washington published or reported by a federal, state, or local agency as the Department shall select. Rents shall be adjusted for family size and are less the monthly allowance for customary utilities and services (excluding telephone, cable television and other telecommunications), to be paid by tenant.

2. The Grantor will provide safe and sanitary housing, and will comply with all State and local housing codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the housing is located.

3. The Grantor will keep any records and make any reports relating to compliance with this covenant that the Department may reasonably require.

4. DEFAULT: If a violation of any of the foregoing covenant occurs, the Department may, after thirty days notice to the Grantor, institute and prosecute any proceeding at law or equity to abate, default the loan, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

IN WITNESS HEREOF, Raspberry Ridge Apartments Limited Partnership has executed this Covenant Agreement on the 23rd day of February, 2001.

WITNESS:

Raspberry Ridge Apartments Limited Partnership, a
Washington limited partnership, by Housing Authority of
Skagit County, a Washington housing authority, general
partner

By: John M. Smith

Print Name: John M. Smith

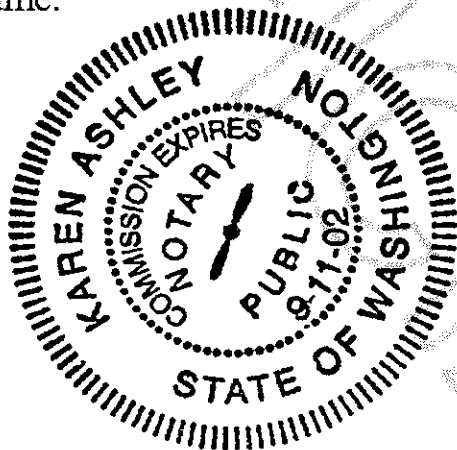
Title: Executive Director



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

John M. Smith, Executive Director

On this day personally appeared before me, Housing Authority of Skagit known to be the General Partner, of Raspberry Ridge Apartments Limited Partnership, a Washington limited partnership, by its general partner, Housing Authority of Skagit County, a Washington housing authority, the housing authority that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the same.



DATED: February 23rd, 2001

Karen Ashley Karen Ashley
Notary Public in and for the State of Washington,
Residing in the county of Skagit

My appointment expires: 9/11/02

SCHEDULE "A",

**Raspberry Ridge
Burlington, Washington**

Revised Legal Description (conforming to deed at closing)

Revised Lot 2 of December 2000 BLA:

All that portion of Lots 1 and 2 of Revised Short Plat No. 7-85, approved December 3, 1985 and recorded December 4, 1985, in book 7 of Short Plats, page 55 as Auditor's File No. 8512040005 being in Section 33, Township 35 North, Range 4 East, W.M., and in Tract 37 "Plat of the Burlington Acreage Property" as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington lying EAST of the West ½ of said Tract 37 "Plat of the Burlington Acreage Property". TOGETHER WITH Easement "N" described as follows:

Ingress/Egress & Utilities Easement

An Easement for Ingress, Egress and Utilities, being 40 feet in width, having a contiguous center line, described as follows:

Commencing at the Northwest corner of Lot 1 of the Revised Short Plat No. 7-85, approved December 3, 1985, recorded December 4, 1985, in Book 7 of Short Plats, page 55, under Auditor's File No. 8512040005, records of Skagit County, Washington; thence South 01°03'02" East along the West line of said Lot 1, being 30.00 feet East of the centerline of Gardner Road, for 125.72 feet, to the True Point of Beginning of this 40 foot easement, being 20.00 feet on either side of a contiguous centerline; thence along the contiguous centerline North 89°31'44" East, being 20.00 feet North of and parallel with the South line of that easement as described under Auditor's File No. 8512050002, for 300.00 feet; thence continuing along said contiguous centerline, the 40 foot easement of which will have a variable width from 20 feet north of and 20 feet south of said centerline, to 23 feet north of and 17 feet south of said centerline, South 82°20'17" East for 76.00 feet; thence continuing along said contiguous centerline, the 40 foot easement of which now lies 23.00 feet North of and 17.00 feet South of the centerline, North 89°32'10" East for 270.46 feet, to the West line of the East ½ of Tract 37, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, the terminus of this 40 foot easement.



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