

**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: Deanna Tabor, (360) 725-2976



200304170018

Skagit County Auditor

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FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

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**AMENDED AND RESTATED LOW INCOME HOUSING COVENANT AGREEMENT**

**Reference Number of Document Amended: 200103060013**

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; 3867-000-036-1200 P62517

Legal Description (abbreviated): That portion of Tracts 36 and 37, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington

Contract Number: 01-49300-572

This Amended and Restated Low Income Housing Covenant Agreement (the "Amended and Restated Covenant") is made by Raspberry Ridge Apartments Limited Partnership, a Washington limited partnership ("Grantor") and amends the Low Income Housing Covenant Agreement (the "Covenant"), dated March 6, 2201, recorded under Skagit County Auditor's file number 200103060013, that was part of the consideration for the financial assistance provided by the Department of Community, Trade and Economic Development, Office of Community 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 acquisition, construction and development of real property legally described as follows:

See Attached Revised Schedule "A"

(the "Property"). This Amended and Restated Covenant 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 Amended and Restated Covenant, for fifty (50) years beginning October 1, 2002 and ending on September 30, 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 October 1, 2002 and shall end on September 30, 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 October 1, 2002 and ending on September 30, 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 this Amended and Restated 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 Amended and Restated Covenant Agreement on the 14 day of April, 2003.

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**  
**EXECUTIVE DIRECTOR**

Title: \_\_\_\_\_



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Skagit County Auditor

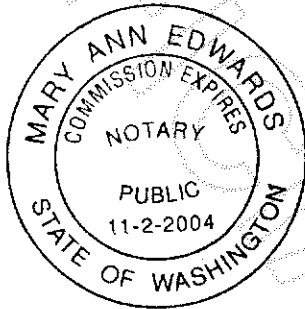
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me, JOHN M. SMITH, known to be the Exec. Dir. / HASE, of Raspberry Ridge Apartments Limited Partnership, a Washington limited partnership, by its general partner, Housing Authority of Skagit County, a Washington housing authority, the 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: April 14, 2003  
Mary Ann Edwards  
Notary Public in and for the State of Washington  
residing in the county of Skagit  
Signature: Mary Ann Edwards



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Skagit County Auditor

Revised Schedule "A"

Legal from AFN 200012220100

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:

Corrected legal from AFN 200112180107

A non-exclusive easement for ingress, egress and utilities over, across and under a strip of land in the Southwest ¼ of Section 33, Township 35 North, Range 4 East, W.M. being 20 feet on either side of the following described centerline:

Beginning at the Northwest corner of Revised Lot 1, as described in Auditor's File No. 200012220098, records of Skagit County, Washington, said point being the Northwest Corner of Lot 1 in the City of Burlington Short Plat 7-85 recorded as Auditor's File No. 8512040005, records of Skagit County, Washington; thence South 00°16'02" East, along the West line of said Revised Lot 1, a distance of 126.75 feet to the True Point of Beginning; thence North 89°31'38" East, a distance of 300.86 feet; thence South 88°03'44" East, a distance of 60.12 feet; thence North 89°32'10" East, a distance of 285.50 feet to the West line of Revised Lot 2, as described in Auditor's File No. 200012220098, records of Skagit County, Washington and the terminus of said centerline.

EXCEPT the South 1 foot of the West 118.64 feet of said strip of land.

BLA legal from AFN 200210280188

That portion of Tracts 36 and 37 Plat of the Burlington Acreage Property recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington, described as follows:

Beginning at the southwest corner of the east half of said Tract 36; thence N89°33'04"E, along the south line of said Tract 36, a distance of 241.00 feet; thence N00°25'05"W a distance of 658.90 feet to the north line of said Tract 36; thence S89°38'17"W, along said north line, a distance of 264.41 feet; thence S00°44'59"E a distance of 737.31 feet to the south line of the north 78 feet of the west half of said Tract 37; thence N89°33'04"E, along said line, a distance of 19.14 feet more or less to the west line of the east half of said Tract 37; thence N00°25'05"W, along said west line, a distance of 78.00 feet to the point of beginning.



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