



200712210018

Skagit County Auditor

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When Recorded Return To:

Washington State Department of Community,
Trade and Economic Development
Housing Trust Fund
906 Columbia Street Southwest
Post Office Box 42525
Olympia, Washington 98504-2525

Attention: Carol Olson, (360) 725-2936

LAND TITLE OF SKAGIT COUNTY

124256-P

LOW INCOME HOUSING COVENANT AGREEMENT

Grantor (Borrower): Milwaukee Park Apartments Limited Partnership
Grantee (Lender): Department of Community, Trade and Economic Development
Assessor's Tax Parcel ID#: 3755-009-006-0204
Legal Description (abbreviated): ptn Lots 6, 7 & 8, Blk 9, Riverside Add. To Town of Mt. Vernon.
Contract Number: 07-94100-003

This Low Income Housing Covenant Agreement (the "Covenant") is made by Milwaukee Park Apartments Limited Partnership, a Washington 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 Compass Health pursuant to a Housing Trust Fund Contract Number 07-94100-003 (the "Contract"), for the new construction of real property ("Property") legally described as follows:

The West 30 feet of Lot 6, and all of Lots 7 and 8, Block 9, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," as per plat recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington,

EXCEPT the North 19.50 feet thereof.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

(the "Property").

This 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 Covenant, for forty (40) years beginning January 1, 2009 and ending December 31, 2048.

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 January 1, 2009 and ending December 31, 2048. 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 forty (40) years commencing January 1, 2009 and terminating December 31, 2048, as follows:

1. The fifteen (15) residential units in the Property will be rented to households who at the time of initial occupancy have gross annual household incomes at or below thirty percent (30%) of the local area median income for Mount Vernon-Anacortes, WA MSA, 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 Covenant occurs, the Department may, after thirty days notice and opportunity to cure the violation which cure may be affected by the Grantor and/or its Investor Member (as defined in the Contract), 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, Milwaukee Park Apartments Limited Partnership has executed this Covenant on the 29 day of OCTOBER, 2007.

WITNESS:

Milwaukee Park Associates Limited Partnership, a
Washington limited partnership
By Compass Health Holdings LLC, a Washington limited
liability company, its general partner
By Compass Health, a Washington nonprofit corporation
its sole member and manager

By: Tom

Print Name: TOM SEBASTIAN

Title: PRESIDENT / CEO



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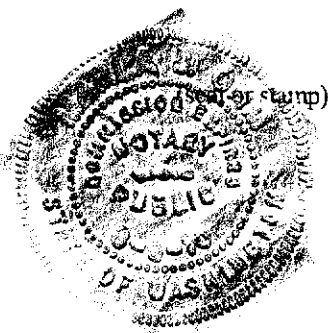
STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Tom Sebastian is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the president & CEO of Compass Health, a Washington non-profit corporation, the sole member and manager of Compass Health Holdings, LLC, a Washington limited liability company, to me known to be general partner of Milwaukee Park Apartments Limited Partnership, a Washington limited partnership, to be the free and voluntary act and deed of such non-profit corporation on behalf of such partnership for the uses and purposes mentioned in the instrument.

Date: 10/29/07

Marlo J. Alm
Notary Public in and for the State of Washington,
residing at Everett

My commission expires 8-06-10



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