



201612210092

Please return to:

Mount Vernon School District No. 320
Attention: Superintendent
124 E. Lawrence Street
Mount Vernon, WA 98273

Skagit County Auditor

\$78.00

12/21/2016 Page

1 of

6 4:06PM

Name of Document: RESTRICTIVE COVENANT (REGARDING ELIGIBLE ADULT RESIDENTS)

Grantor: RICHARD G. NORD and DAWN NORD, and the marital community thereof

Grantee: MOUNT VERNON SCHOOL DISTRICT NO. 320, a municipal corporation

Legal Description:

Abbreviated form:

Ptn . SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST

Situate in Skagit County, Washington.

Full legal description on Exhibit A

Assessor's Property Tax Parcel Account Number(s):

P121457

Reference number(s) of related/assigned/released/document(s):

None

RESTRICTIVE COVENANT (REGARDING ELIGIBLE ADULT RESIDENTS)

This Restrictive Covenant (Regarding Eligible Adult Residents) (this "Covenant") is dated as of DECEMBER 3, 2016, by Richard G. Nord and Dawn Nord, and the marital community thereof (the "Developer").

1. Definitions

1.1 Eligible Adult Resident. The term "Eligible Adult Resident" shall mean a person whose residency in the Project complies with Title 42 U.S.C Sec. 3607(b)(2)(B) and its implementing regulations.

1.2 Association. The term "Association" shall mean a homeowners' association, if any, which is established by covenant by the Developer, its legal representatives, successors and permitted assigns.

1.3 Developer. The term "Developer" shall mean Richard G. Nord and Dawn Nord, and the marital community thereof, and their legal representatives, successors and permitted assigns.

1.4 Project. The term "Project" shall mean the residential development consisting of approximately twenty-three (23) multi-family units commonly known as "Skagit Highlands Apartments" located on the Property and within the City of Mount Vernon.

1.5 Property. The term "Property" shall mean the real property legally described on Exhibit A.

1.6 Unit. The term "Unit" shall mean a residential unit located within the Project.

2. Restrictive Covenants

2.1 Use of Project. The Project is intended to be and shall be operated as housing for older persons pursuant to Title 42 U.S.C Sec. 3607(b)(2)(B) and implementing regulations thereof. The Project shall be continuously operated in such manner so as to comply with the exemption from school impact fees pursuant to Section 3.36.050(A)(1) of the Mount Vernon Municipal Code.

2.2 Project Residents. Except as expressly authorized in this Article 2, all Units in the Project shall be exclusively occupied by Eligible Adult Residents. A person is deemed to be a resident of the Project if that person remains overnight or sleeps in a Unit.

2.3 Temporary Guests. Visits by nonresidents who are not Eligible Adult Residents, as guests of a Project Resident, shall not exceed thirty (30) nights in any unit during any six (6) month period.

2.4 Conveyances of a Possessory Interest. Unless a school impact fee has been paid in accordance with Article 3 hereof, notwithstanding any sale of, lease of, grant of a life estate in, other conveyance of any possessory interest in, or offer to make such conveyance of, an interest in any Unit or all or part of the Project or Property, the Project shall continue to comply with the restrictions set forth in Article 2 and Article 3 of this Covenant.

3. School Impact Fee

3.1 School Impact Fee. A school impact fee for each unit in the Project shall be paid in the manner and the amount specified by the City of Mount Vernon school impact fee ordinance in effect at the time the interest in any Unit or any part of the Project is conveyed to or occupied by any person not complying with the restrictions set forth in Article 2 above.

3.2 Timing of Payment of School Impact Fee. Such school impact fees shall be paid to the Mount Vernon School District within thirty (30) days of receipt of the notice that the Association or the Developer is unable to certify compliance with the reporting requirements described in Article 4 below or within thirty (30) days of the District's discovery that any Unit in the Project is not in compliance with the restrictions set forth in Article 2 above. In the event that such school impact fees are not paid within the time specified in this Section 3.2, interest shall accrue on the amount of such school impact fees at a rate of nine percent (9%) per annum.

4. Reporting Requirements

On or before the 1st day of each January, the Association or, in the absence of an Association, the Developer shall certify to the Mount Vernon School District that the residents of the Project meet the criteria set forth in Article 2 above by certification substantially in the form attached as Exhibit B. Failure to provide such certification shall not in any manner extinguish or otherwise limit in any way the requirement to pay school impact fees as set forth in Article 2 above.

5. **Miscellaneous.**

5.1 Covenant Running With the Land. This Covenant shall be deemed to be a covenant running with the land.

5.2 Binding Effect. This Covenant shall apply to, inure to the benefit of, and be binding upon, the Developer and its heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided in this Covenant. The District agrees to execute a Release and Discharge of Lien on Real Property at such time as the full school impact fee required for the entire Project, if any, is paid.

5.3 Captions. The captions inserted in this Covenant are for convenience only, and they in no way define, limit or otherwise describe the scope or intent of this Covenant, and shall not be used to interpret or construe this Covenant.

5.4 Governing Law. This Covenant shall be governed by the laws of the State of Washington.

5.5 Venue. If an action must be brought to enforce the terms of this Covenant, such action shall be brought in Superior Court in Skagit County, Washington.

IN WITNESS WHEREOF, the Developer has caused this Covenant to be signed by its duly authorized representative, as of the day and year first written above.

RICHARD G. NORD and DAWN NORD,
and the marital community thereof

By: 
RICHARD G. NORD

By: 
DAWN NORD

STATE OF WASHINGTON _____)
) ss.
COUNTY OF SKAGIT _____)

I certify that I know or have satisfactory evidence that RICHARD G. NORD is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12-3-2016



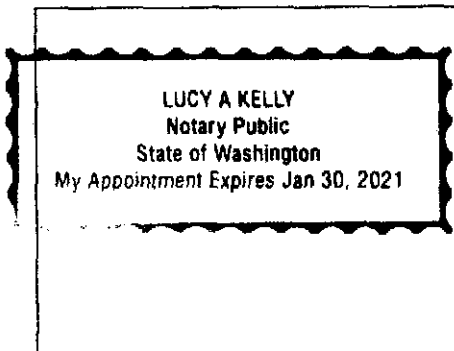
(Use this space for notarial stamp/seal)

Lucy A Kelly
Notary Public
Print Name Lucy A. Kelly
My commission expires 1-30-2021

STATE OF WASHINGTON _____)
) ss.
COUNTY OF SKAGIT _____)

I certify that I know or have satisfactory evidence that DAWN NORD is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12-3-2016



(Use this space for notarial stamp/seal)

Lucy A Kelly
Notary Public
Print Name Lucy A. Kelly
My commission expires 1-30-2021

EXHIBIT A

LEGAL DESCRIPTION

LOT 3 OF SURVEY RECORDED AF#200506080122 (FORMERLY SURVEY RECORDED AF#200308180300), LOCATED IN SECTION 22, TOWNSHIP 34 NORTH, RANGE 4 EAST.

ALL OF THE ABOVE SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.