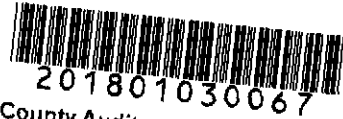


When recorded return to:  
Grand Ronde Housing Department  
28450 Tye Road  
Grand Ronde, OR 97347



Skagit County Auditor  
1/3/2018 Page

1 of

5 \$128.00  
1:49PM

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620033025

**CHICAGO TITLE**  
**020033025**

**DOCUMENT TITLE(S)**

Native American Housing Assistance and Self Determination Act Useful Life/Use Restriction Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a**

Additional reference numbers on page \_\_\_\_\_ of document

**GRANTOR(S)**

Lynda M. Plummer

Additional names on page \_\_\_\_\_ of document

**GRANTEE(S)**

Grand Ronde Housing Department

Additional names on page \_\_\_\_\_ of document

**TRUSTEE**

n/a

**ABBREVIATED LEGAL DESCRIPTION**

Lot(s): Ptn. 11 and 12 COUNTRY LANE ADDITION

Complete legal description is on page 2 of document

**TAX PARCEL NUMBER(S)**

P64606 / 3890-000-012-0003

Additional Tax Accounts are on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

RECORDED DATE:

After Recording Return to:  
Grand Ronde Housing Department  
28450 Tyee Road  
Grand Ronde, OR 97347

**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF DETERMINATION ACT  
USEFUL LIFE/USE RESTRICTION AGREEMENT**  
(Indian Housing on Fee Land with Pro-rated Recovery Amount)

THE FOLLOWING PROPERTY (herein after the "Property") IS HEREBY MADE  
SUBJECT TO A LIEN AND COVENANT RUNNING WITH THE LAND:

Address: **12171 Country Lane, Burlington, WA 98233**  
County: **Skagit County in the State of Washington**  
Legal Description: **For APN/Parcel ID(s): P64606 / 3890-000-012-0003.**  
**The South 70 feet of Tract 11 and the North 10 feet of Tract 12, COUNTRY LANE  
ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 37, records of  
Skagit County, Washington.**

LIEN HOLDER:

Grand Ronde Housing Department  
28450 Tyee Road  
Grand Ronde, OR 97347  
503 879-2401

This Affordable Native American Useful Life/Use Restriction, a covenant running with the land (hereinafter the Land Restriction), shall be deemed effective this 3<sup>rd</sup> day of January, 2018 for good and valuable consideration, is hereby declared covenanted and made by Tribal member **Lynda M. Plummer**, (hereinafter the Owner), who is the owner(s) of the Property. The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted by the Grand Ronde Housing Department, a tribally designated housing entity of the Confederated Tribes of Grand Ronde Community of Oregon (hereinafter the "Tribe"), to assist or facilitate low-income Indian housing.

**1. DEED RESTRICTED**

1.1. Use Restrictions. The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are either (i) members of, or are headed by a member of, a federally recognized tribe or an eligible State recognized tribe who are low income, or (ii) a surviving non-tribal spouse(s) or child(ren) of such a person who shared in the occupancy of that property at the time of the death of such a person. The terms "federally recognized tribe," "State recognized tribe" and "low-income" are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter NAHASDA), 25 U.S.C. §§ 4101, et seq.

1.2. Restricting Owner and Subsequent Owners. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property.

1.3. Covenant Running With the Land. The Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land.

1.4. Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire **Three (3) years from the date of this Land Restriction agreement (hereinafter the Term)**

## 2. ENFORCEMENT

2.1. Right to Enforce and Recover. The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction and recover amounts contributed by the Tribe. This includes, but is not limited to: (i) enforcing compliance with the low-income and members of federally recognized tribe use restrictions, (ii) invalidating any conveyance which violates the terms of this Land Restriction, (iii) levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe under its low-income Native American housing programs, and (iv) recovering in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe under its low-income Native American housing programs through any means available under tribal law (including the Tribal Debt Collection Ordinance).

2.2. Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through a grant the sum of **Ten Thousand Dollars and no one hundredths (\$10,000.00)** to the Owner or Property and shall be entitled to recover some or all of this amount as follows:

(a) If the Property consists of a single family unit, the Tribe shall be entitled to recover the following declining amounts for any violation of the Land Restriction agreement during the duration of this Land Restriction:

i. Should the home be sold within a three-year period from the date of the receipt of funding, award recipient must stipulate repayment to the Tribe of a prorated portion of the award according to the following schedule:

a. Home sold during year one: recipient must repay 75% of the award.

b. Home sold during year two: recipient must repay 50% of the award.

c. Home sold during year three: recipient must repay 25% of the award.

(b) If the property is not a single family unit, the Tribe shall be entitled to recover the full amount contributed for any violation of the Land Restriction agreement during the duration of this Land Restriction.

2.3 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

## 3. NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.

3.1. Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: GRHD, 28450 Tyee Road, Grand Ronde, OR 97347, which they intend to change

occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

- 3.2. Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.
- 3.3. Assistance in Conveying to Low Income Native Americans. The Tribe may offer to assist the Owner and subsequent owners in finding individuals eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to the property.
- 3.4. Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

#### 4. MISCELLANEOUS

- 4.1. Amendment. Any amendment to this Land Restriction by an Owner of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.
- 4.2. Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.
- 4.3. Homestead Waiver. This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.

#### 5. FORECLOSURE

"In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed or assignment of the first mortgage to the Secretary of Housing and Urban Development, any provisions herein or any provisions in any other collateral agreement restricting the use of the property or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restrictions."

RECORDED DATE:

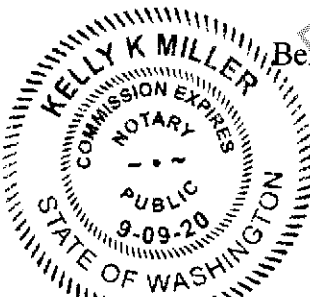
Executed as of the date first written above.

OWNER(S):

Lynda Plummer (Signature) 1/3/18 (Date)  
\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

State of WASHINGTON )  
County of Skagit ) SS.

On January 3rd, 2018, personally appeared before me the above named \*Lynda M. Plummer  
has acknowledged the foregoing to be their voluntary act and deed.



Before me: Kelly K. Miller  
Notary Public for the State of Washington  
My Commission Expires 9-9-2020

**Concurred in by the Grand Ronde Housing Department:**

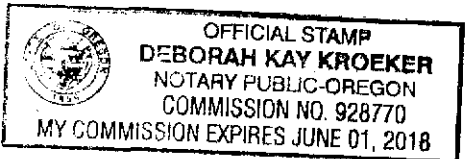
Tribe: Confederated Tribes of Grand Ronde Community of Oregon

Signature: [Signature]  
Shonn Leno, Housing Department Manager

Date: 12-27, 2017  
State of Oregon )  
County of Polk ) SS.

On Dec 27, 2017, personally appeared before me the above named,  
Shonn Leno, has acknowledged the foregoing to be their voluntary act and deed.

Before me: [Signature]  
Notary Public for the State of Oregon



My Commission Expires 6/1/18