



**201805180014**

05/18/2018 10:28 AM Pages: 1 of 3 Fees: \$76.00  
Skagit County Auditor

**When Recorded Return To:**

Washington State Department of Commerce  
**Housing Trust Fund**  
1011 Plum Street SE  
Post Office Box 42525  
Olympia, Washington 98504-2525

**Attention: Contracts/Fiscal Group**

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

**Reference Number of Document 200712210018; partial release 200910050083  
Amended:**

Grantor (Borrower): Milwaukee Park Apartments Limited Partnership  
Beneficiary (Lender): Department of Commerce  
Legal Description (abbreviated): Lots 6, 7 and 8. Blk 9, Riverside Addition to town of Mt. Vernon.  
Assessor's Tax Parcel ID#: 3755-009-006-0204  
Contract Number: 07-94100-003

This First Amended and Restated Low Income Housing Covenant Agreement (the "First Amended Covenant") is made by Milwaukee Park Limited Partnership, a Washington limited partnerships ("Grantor") and amends the Low Income Housing Covenant Agreement (the "Covenant"), dated December 21, 2007 recorded under Skagit County Auditor's file number **200712210018; 200910050083** that was part of the consideration for the financial assistance provided by the Department of Commerce, a department of the state of Washington (formerly the Department of Community, Trade and Economic Development) ("Department"), to Compass Health pursuant to a Housing Trust Fund Agreement, Contract Number 07-94100-003 (the "Contract"), for the real 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 MONT VERNON".** (the "Property").

This First Amended 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 First Amended 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. Fourteen (14) of 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 30% 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 household size and are less the monthly allowance for customary utilities and services (excluding telephone, cable television and other telecommunications), to be paid by tenant. One (1) of the fifteen (15) residential units in the property will be an unrestricted manager's unit.

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 First Amended Covenant that the Department may reasonably require.

4. DEFAULT: If a violation of this First Amended Covenant occurs, the Department, or its successor agency, may, after thirty (30) 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 WHEREOF, Compass Health has executed this First Amended and Restated Covenant  
28<sup>th</sup> day of March, 2018.

**COMPASS HEALTH**, a Washington non profit corporation,

By: Tom Sebastian

Printed Name: Tom Sebastian

Title: President / CEO

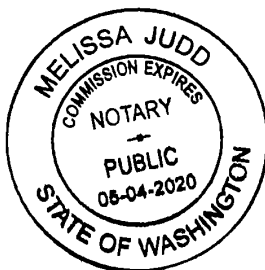
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 28<sup>th</sup> day of March, 2018 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Tom Sebastian to me personally known (or proved on the basis of satisfactory evidence) to be the President / CEO of **COMPASS HEALTH**, a Washington nonprofit corporation, and acknowledged said instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes mentioned, and on oath stated that he/she was authorized to execute the said instrument.

(Seal or Stamp)



Melissa Judd  
 (Signature of Notary)

Melissa Judd  
 (Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: 5/4/20