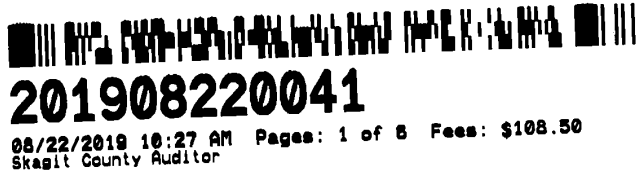


WHEN RECORDED RETURN TO:

Banner Bank  
10 S First Ave  
Walla Walla, WA 99362  
Attn: Michael Dotson



**AGREEMENT FOR COVENANTS AND RESTRICTIONS**

GUARDIAN NORTHWEST TITLE CO.

**Grantor(s):**

HOUSING AUTHORITY OF SKAGIT COUNTY,  
a Washington housing authority per R.C.W. 35.82  
BANNER BANK,  
a Washington State chartered bank

**Grantee(s):**

FEDERAL HOME LOAN BANK OF DES MOINES  
and  
BANNER BANK,  
a Washington State chartered bank

**Abbreviated Legal Description:**

Lot(s): Lot A, Skagit County Short Plat #PL17-0217, full  
description in Exhibit A

**Assessor's Tax Parcel  
ID Numbers:**

Southwest quarter of Section  
P62437 33/35/4

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS ("Agreement"), is made among Banner Bank, a Washington State chartered bank (the "Applicant/Member") and Housing Authority of Skagit County, a Washington housing authority per R.C.W. 35.82 (the "Owner"). The Applicant/Member and Owner are jointly referred to herein as the "Parties" and individually as the "Party." The effective date of this Agreement is June 18, 2019.

WHEREAS, the Parties and the Federal Home Loan Bank of Des Moines ("FHLBDM") have executed an Affordable Housing Program Agreement For Rental Project (herein after the "AHP Agreement").

WHEREAS, Owner will develop a multifamily apartment complex referred to as Skagit County Seasonal Farmworker Housing located in Skagit County, Washington (the "Project") legally described in the attached Exhibit A.

AGREEMENT FOR COVENANTS AND RESTRICTIONS – Skagit County Seasonal Farmworker Housing

NOW THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The Project's rental units, or applicable portion thereof, must remain occupied by and affordable for households with incomes at or below the levels committed to be served in the Affordable Housing Program application (the "**AHP Application**") for 15 years from the date the Project is completed (the "**Retention Period**").
2. The FHLBDM or the Applicant/Member shall be given notice of any sale or refinancing of the Project occurring prior to the end of the Retention Period.
3. In the case of a sale or refinancing of the Project prior to the end of the Retention Period, an amount equal to the full amount of the direct subsidy shall be repaid to the FHLBDM, unless:
  - (a) the Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the AHP Application for the duration of the Retention Period; or
  - (b) if authorized by Applicant/Member, in its discretion, the households from the rental units in the Project are relocated, due to exercise of eminent domain, or for expansion of housing and services, to another property that is made subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the AHP Application for the duration of the Retention Period.
4. The income-eligibility and affordability restrictions applicable to the Project terminate after any foreclosure.
5. All of the covenants herein shall run with the real estate described in Exhibit A hereto and the Project thereon, and be binding upon the Owner and its respective successors or assigns, for the Retention Period.
6. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.
7. All of the rights and obligations set forth herein and in the AHP Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns during the Retention Period.
8. The Owner shall record this Agreement in the appropriate office(s)/jurisdiction(s) which will enhance the likelihood that the FHLBDM and Applicant/Member will receive the notice as called for herein.

9. This Agreement and the covenants and restrictions contained herein shall be deemed automatically released, discharged and terminated upon the earlier to occur of: (i) the expiration of the Retention Period, (ii) the date on which the direct subsidy is repaid to FHLBDM under Section 3 above, or (iii) any foreclosure on the Project under Section 4 above. The Owner, or its successors or assigns, shall be responsible for the completion and recording of any and all documentation necessary to effect any release of this Agreement in connection with the sale, refinancing or foreclosure of the Project during the Retention Period. The recording of a release shall not be necessary, however, in connection with the expiration of the Retention Period.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Covenants and Restrictions to be executed by their duly authorized officers, all as of the effective date first above written.

*[Signatures on Following Pages]*

**APPLICANT/MEMBER'S SIGNATURE PAGE TO  
AGREEMENT FOR COVENANTS AND RESTRICTIONS**

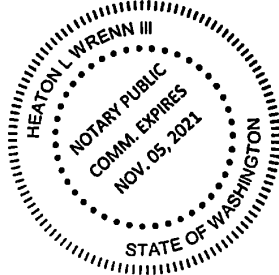
**BANNER BANK,**  
a Washington state-chartered bank

By: [Signature]  
Name: MICHAEL DOTSON  
Its: VP CRA Outreach Officer

STATE OF WASHINGTON )  
COUNTY OF King ) ss.

I certify that I know or have satisfactory evidence that Michael Dotson is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of Banner Bank, a Washington state-chartered bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 18th day of June, 2019.



[Signature]  
(Print Name) Heaton L. Wrenn III  
Notary public in and for the State of Washington  
Residing at Sammamish, WA  
My appointment expires: 11/5/21

**Housing Authority of Skagit County, a Washington  
housing authority per R.C.W. 35.82**

Title: Executive Director

I certify that I know or have satisfactory evidence that Melanie Corey is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of Housing Authority of Skagit County, a Washington housing authority per R.C.W. 35.82, to be the free and voluntary act such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 21<sup>st</sup> day of August, 2019.



My appointment expires: 01.19.2022

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT A, SKAGIT COUNTY SHORT PLAT #PL17-0217, RECORDED UNDER  
AF#201904290105 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33,  
TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.