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12/28/2022 01:17 PM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

When Recorded Return to:

Skagit County Public Health
Attention: Shelley J. Kjos
700 South Second Street, #301
Mount Vernon, WA 98273

Reserved for Recording Purposes Only

DECLARATION OF RESTRICTIVE HOUSING COVENANT

Grantor(s): HOME TRUST SKAGIT, a Washington nonprofit corporation

Grantee(s): SKAGIT COUNTY, a political subdivision of the State of Washington

Abbreviated Legal: Units C-2, G, H, & I-3, Southfield P.U.R.D, Ptn. NW ¼,
SW ¼, Sec. 36, Twn 34 N, R 2 E W.M.

Additional Legal: Exhibit "A"

Assessor's Tax Parcel Number(s): 8082-000-003-0200 / P128671
8082-000-003-0300 / P128672
8082-000-007-0000 / P128680
8082-000-008-0000 / P128681
8082-000-009-0200 / P128684

This Declaration of Restrictive Housing Covenant ("Covenant") is made by **Home Trust Skagit**, a Washington nonprofit corporation, (the "Grantor"), and is part of the consideration for the financial assistance provided by **Skagit County** ("County" or "Grantee") for the development of the real property located at 912, 914, 916 A, 916 B, and 918 Park Street, La Conner, WA ("Property"), which Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, for development by Grantor into permanent supportive housing.

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 fifteen (15) years beginning on the date of full Project Completion, as that term is defined at Section 6.5 (Project Completion) of that certain Funding Agreement between Grantor and Grantee, dated the ____ day of [November], 202[2].

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, its successors and assigns, heirs, grantees, or lessees of the Property. Each and every contract, deed, or other instrument covering or conveying the Property, or any portion thereof, or any improvement or personal property located on the Property, 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, the following covenants, conditions, and restrictions are hereby imposed upon the use and ownership of the Property identified in the attached Exhibit "A" for the term of this Covenant, commencing on the date of execution of this Covenant, as follows:

1. Term, Effective Date. This Covenant shall bind the Property, identified on Exhibit "A," for a period of fifteen (15) years and shall take effect upon the date of full Project Completion, as that term is defined at Section 6.5 (Project Completion) of that certain Funding Agreement between Grantor and Grantee, dated the 21 day of [November], 202[2].
2. Restriction. Grantor was provided funds for construction and development of housing (the "Development Project") from Grantee, Skagit County. Such funds represent HOME Program funds provided by the United States Department of Housing and Urban Development ("HUD") to Grantee as a participating jurisdiction under the HOME Investment Partnerships Program ("HOME") in furtherance of HUD's goal to increase access to housing for individuals and families who are currently homeless or at risk of becoming homeless. Therefore, Grantors agree that the condition of the financial assistance of Grantee Skagit County necessarily restricts use of some of the Property.
3. Covenant(s). Grantor hereby covenants that the Development Project shall include five (5) HOME Program Assisted Units (the "HOME Program Assisted Units"), which units reflect the provision of HOME Program Funds to Grantor by County, and which **HOME Program Assisted Units must be occupied by households that are eligible as low-income and must meet the requirements of Section 24 CFR 92.252 to qualify as affordable housing.** Grantor further covenants and agrees that for the duration of the restrictions and covenants contained herein, the HOME Program Assisted Units in the Development Project may not change.
4. Compliance with State and Local Requirements. 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 Skagit County.

5. Records. The Grantor will keep any records and make any reports relating to compliance with this Covenant that Grantee may reasonably require.
6. Default. In the event that Grantor, or Grantor's successor-in-interest, (a) fails to maintain or use the Property as residential, or (b) the present and future occupants of the units subject to this Low-Income Covenant do not meet the foregoing income limits at the time of their initial occupation of the Property, Grantor shall take all legal steps necessary to enforce the terms of this Covenant as expeditiously as possible. Failure to commence such steps within thirty (30) days following Grantor becoming aware of the fact that the homebuyer were over income at the time of their initial occupancy shall constitute an Event of Default hereunder and under the terms of the Agreement.
7. Waiver. No delay or omission of any kind on the part of any party in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the provisions of this Covenant.
8. Extent of Remedies. The provisions of this Covenant are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be available.
9. Amendment. This Covenant may be amended or repealed only by duly recording a written instrument which contains an agreement providing termination, revocation or amendment which is signed by all parties, their successors or assigns, hereto.
10. Covenants Running with the Land. The covenants, conditions and restrictions contained herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Property and Grantor's heirs, successors and assigns, and all persons possessing any of said Property by, through, or under the Grantor hereto, or their respective heirs, successors or assigns.
11. Notices. Any notice permitted or required to be delivered under the provisions of this Covenant, may be delivered either personally or by mail. If delivery is by mail, such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States Mail, postage prepaid for first class mail, addressed to the person or entity to such at the most recent mailing address shown for the party.
12. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.
13. Interpretation. The provisions of this Declaration of Covenant shall be liberally construed to effectuate its purpose.

(Signature pages follow)

GRANTEE: SKAGIT COUNTY, a political subdivision of the State of Washington

By: Trisha Logue
Signature
Trisha Logue, Skagit County Administrator

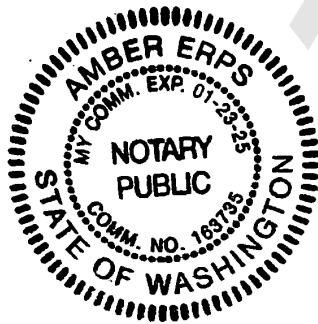
Date: 11.22.2022

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that TRISHA LOGUE as the Administrator of SKAGIT COUNTY, a municipal corporation, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 22 day of November, 2022.

(SEAL)



Amber Erps
Notary Public
Print name: Amber Erps
Residing at: Moun + Vernon
My commission expires: 01-23-2025

GRANTOR: HOME TRUST SKAGIT, a Washington nonprofit corporation

Jodi Dean

By: Jodi Dean

Its: Executive Director

612 S. First Street

P.O. Box 24444

Mount Vernon, WA 98273

Telephone No: 360-428-0014

Tax ID #: 27-1202317

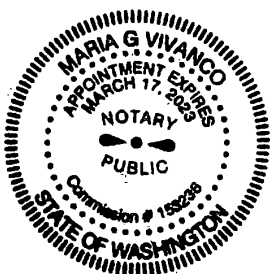
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JODI DEAN is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Executive Director of Home Trust Skagit, a Washington nonprofit corporation, to be the free and voluntary act of such nonprofit corporation for the uses and purposes herein mentioned.

DATED this 10th day of November, 2022.



Maria G. Vivanco

Printed Name: Maria G. Vivanco

NOTARY PUBLIC in and for the State of

Washington, residing at: Mount Vernon

My commission expires: 03/17/2023

Exhibit "A" – LEGAL DESCRIPTION OF PROPERTY**PARCEL P128672 (916 A Park Street):**

THAT PORTION OF SOUTHFIELD P.U.R.D, SKAGIT COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D.;
THENCE N 59-59-20 W, ALONG THE NORTH LINE OF SOUTHFIELD P.U.R.D. A
DISTANCE OF 265.60 FEET;
THENCE S 30-00-40 W ALONG THE WEST LINE OF SAID SOUTHFIELD P.U.R.D.
A DISTANCE OF 101.70 FEET;
THENCE S 59-59-20 E A DISTANCE OF 20.52 FEET;
THENCE N 65-51-00 E A DISTANCE OF 25.99 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE N 65-51-00 E A DISTANCE OF 25.99 FEET;
THENCE S 24-09-00 E, A DISTANCE OF 43.83 FEET;
THENCE S 65-51-00 W, A DISTANCE OF 25.99 FEET;
THENCE N 24-09-00 W, A DISTANCE OF 43.83 FEET TO THE TRUE POINT OF
BEGINNING.
SAID DESCRIPTION CONTAINS 1,140 +/- SQ.FT.

PARCEL P128671 (916 B Park Street):

THAT PORTION OF SOUTHFIELD P.U.R.D, SKAGIT COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D.;
THENCE N 59-59-20 W, ALONG THE NORTH LINE OF SOUTHFIELD P.U.R.D. A
DISTANCE OF 265.60 FEET;
THENCE S 30-00-40 W ALONG THE WEST LINE OF SAID SOUTHFIELD P.U.R.D.
A DISTANCE OF 101.70 FEET;
THENCE S 59-59-20 E A DISTANCE OF 20.52 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE N 65-51-00 E A DISTANCE OF 25.99 FEET;
THENCE S 24-09-00 E, A DISTANCE OF 43.83 FEET;
THENCE S 65-51-00 W, A DISTANCE OF 25.99 FEET;
THENCE N 24-09-00 W, A DISTANCE OF 43.83 FEET TO THE TRUE POINT OF
BEGINNING.
SAID DESCRIPTION CONTAINS 1,140 +/- SQ.FT.

PARCEL P128680 (914 Park Street):

THAT PORTION OF SOUTHFIELD P.U.R.D, SKAGIT COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D.;
THENCE N 59-59-20 W ALONG THE NORTH LINE OF SAID SOUTHFIELD
P.U.R.D. A DISTANCE OF 171.94 FEET;

THENCE S 30-00-40 W A DISTANCE OF 55.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 59-58-48 E A DISTANCE OF 43.99 FEET;
THENCE S 30-01-12 W, A DISTANCE OF 36.10 FEET;
THENCE N 59-58-48 W, A DISTANCE OF 43.99 FEET;
THENCE N 30-01-12 E, A DISTANCE OF 36.10 FEET TO THE TRUE POINT OF BEGINNING.
SAID DESCRIPTION CONTAINS 1,590 +/- SQ.FT.

PARCEL P128681 (912 Park Street):

THAT PORTION OF SOUTHFIELD P.U.R.D, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D.;
THENCE N 59-59-20 W ALONG THE NORTH LINE OF SAID SOUTHFIELD P.U.R.D. A DISTANCE OF 114.79 FEET;
THENCE S 30-00-40 W A DISTANCE OF 55.72 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 59-32-55 E A DISTANCE OF 43.98 FEET;
THENCE S 30-27-05 W, A DISTANCE OF 39.49 FEET;
THENCE N 59-32-55 W, A DISTANCE OF 43.98 FEET;
THENCE N 30-27-05 E, A DISTANCE OF 39.49 FEET TO THE TRUE POINT OF BEGINNING.
SAID DESCRIPTION CONTAINS 1,740 +/- SQ.FT.

PARCEL P128684 (918 Park Street):

THAT PORTION OF SOUTHFIELD P.U.R.D, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHFIELD P.U.R.D.;
THENCE S 29-56-00 W ALONG THE EAST LINE OF SAID SOUTHFIELD A DISTANCE OF 155.40 FEET;
THENCE N 60-04-00 W A DISTANCE OF 31.18 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 87-31-46 W A DISTANCE OF 44.31 FEET;
THENCE N 02-28-14 E, A DISTANCE OF 35.31 FEET;
THENCE S 87-31-46 E, A DISTANCE OF 44.31 FEET;
THENCE S 02-28-14 W, A DISTANCE OF 35.31 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 1,530 +/- SQ.FT.

Situate in the Town of La Conner, County of Skagit, State of Washington.

Subject to and Together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.