

When Recorded Return to:

Skagit County Public Health
Attention: Christi Brua Weaver
301 Valley Mall Way Ste 110
Mount Vernon, WA 98273

↑ Reserved for Recording Purposes Only ↑

Affordable Homeownership Covenant

Grantor(s): SKAGIT HABITAT FOR HUMANITY, a Washington State nonprofit corporation
Grantee(s): Beneficiary - SKAGIT COUNTY, a political subdivision of the State of Washington
Abbreviated Legal: (0.2945 ac) (TAX 37B) THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SUBDIVISION WHICH IS 492 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE EAST 49.2 FEET; THENCE NORTH 296 FEET; THENCE WEST 49.2 FEET; THENCE SOUTH 146.63 FEET; THENCE WEST 11.59 FEET; THENCE SOUTH 146.58 FEET; THENCE EAST 11.59 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF ANACORTES FOR STREET PURPOSES BY DEED RECORDED MARCH 9, 1959, UNDER AF#577489 AND AF#577490, RECORDS OF SKAGIT COUNTY, WASHINGTON; ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT WHICH IS 442.8 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 0-15-16 WEST TO THE CENTER LINE OF 28TH STREET IN ANACORTES, WASHINGTON, IF PRODUCED; THENCE SOUTHERLY TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION 8 FEET WESTERLY OF THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. AKA LOT A, BLA-2017-0004, RECORDED UNDER AF#201704110054. Unit A

Additional Legal: Exhibit A

Assessor's Tax Parcel Number(s): P318941350124-0-117-0000 Ptn of

This Restrictive Housing Covenant ("Covenant") is made by **Skagit Habitat for Humanity**, a Washington State nonprofit corporation, (the "Grantor"), and is part of the consideration for the financial assistance provided by **Skagit County** ("County" or "Grantee") for the benefit of Barry Warburton and Carol D. Jex, a low- to moderate-income homebuyer, for the acquisition of a principal residence located on the real property described below:

1208 29th Street, Unit A, Anacortes, WA 98221, recorded 14 day of October 2025, under Auditors File No. 202510140081, records of Skagit County, State of Washington; Situate within the County of Skagit, State of Washington.

202510140081
UNDER SKAGIT COUNTY AUDITOR'S FILE NO. _____ RECORDS OF SKAGIT COUNTY,
WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON (the "Property").

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 thirty years beginning on the date of execution of this Covenant.

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, beginning on the date of execution of this Covenant and ending after thirty years, as set forth in the Agreement. 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, the following covenants, conditions, and restrictions are hereby imposed upon the use and ownership of the Property for the term of the Covenant, thirty years, commencing on the date of execution of this Covenant:

1. This Property was made available to the low- to moderate-income homebuyer with the aid of funds from the Washington State Housing Trust Fund. The condition of this financial assistance restricts resale of the property. Grantor covenants as follows:
 - a. The Property must be made available for subsequent purchase only to a buyer whose household qualifies as a low-income household and will use the property as the household's principal residence. A low-income household is a household at or below 80 percent of area median income, adjusted for household size, in Skagit County, Washington. The County must verify and qualify the subsequent buyer's income.
 - b. Homeowners that sell County-assisted housing are provided a fair return on their investment, as defined in the Skagit County Housing Trust Fund Down Payment Assistance Program Handbook as currently enacted or as may be amended in the future, while ensuring that the home is sold to another income-qualified household. The calculation of a fair return on investment is set forth in the Homebuyer Assistance Agreement entered into between Grantor, Skagit County, and Homebuyer, and incorporated into this Covenant as Exhibit A.
 - c. 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 Grantee shall select.

2. Principal Residence. The Property must be used as the principal residence for an eligible homebuyer as defined in the Housing Trust Fund Handbook as currently enacted or as may be amended in the future, and no temporary or permanent sublease or rent is allowed, whether payment for such sublease or rent is received by the Grantor or not. Principal Residence is defined as a single dwelling house or other dwelling unit that is the place of residence, at which at least one natural person who constitutes the legal owner(s) of the housing unit predominantly resides for more than 183 days of each annual year starting January 1st through December 31st. Determination of Principal Residence may include, but not be limited to, the owner's declared address or other verifiable resources for electoral, utility, taxation, government assistance programs, or any other form of evidence deemed acceptable to the County.
3. Records. The Grantor will keep any records as defined in the Memorandum of Understanding and make any reports relating to compliance with this covenant that Grantee may reasonably require.
4. 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 terminate the tenancies of such occupants as expeditiously as possible. Failure to commence such steps within thirty (30) days following Grantor becoming aware of the fact that the tenants were over income at the time of their initial occupancy shall constitute an Event of Default hereunder and under the terms of the Agreement. In the event legal action is required to enforce the foregoing condition, the prevailing party shall be entitled to an award of reasonable attorney's fees and all the cost of any legal action and title searches.
5. Subordination: Grantee acknowledges and agrees that this Covenant is subordinate to any Specified Mortgage as outlined in any subsequent Ground Lease and/or Deed Restrictions placed of record by Grantor. Further, Grantee hereby agrees that, subject to any right of first refusal by the Grantor in a Ground Lease or Deed Restriction of record, all limitations including, but not limited to, (a) occupancy of the Leased Premises as a primary residence by the Lessee, (b) limitation on the assignment of, or sublease under, the Lease, (c) the price at which the Leasehold Estate may be transferred, and (d) the income of successive transferees, assignees or successors, shall, upon the latter of foreclosure or recordation of deed-in-lieu of foreclosure be terminated and have no further force or effect.

This Covenant touches and concerns the Property and shall run with the Property and is for the benefit of the general public and shall be binding upon the Grantor's heirs, devisees, executors, administrators, successors and assigns. It may not be revoked without the prior written consent of Grantee.

EXHIBIT 'A'
UNIT A DESCRIPTION

THAT PORTION OF LOT 'A' AS DESCRIBED AND DEPICTED ON BOUNDARY LINE ADJUSTMENT, RECORDED ON APRIL 11, 2017, RECORDING NUMBER 201704110054, SKAGIT COUNTY AUDITOR, STATE OF WASHINGTON;

DESCRIBED MORE PARTICULARLY AS COMMENCING AT THE SOUTHWEST PROPERTY CORNER OF SAID LOT 'A';
THENCE SOUTH 88°08'22" EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 'A', A DISTANCE OF 21.30 FEET;
THENCE NORTH 00°55'56" EAST, PARALLEL WITH THE WEST MOST BOUNDARY LINE OF SAID LOT 'A', A DISTANCE OF 121.83 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°47'01" EAST, A DISTANCE OF 21.90 FEET;
THENCE SOUTH 89°13'44" EAST, A DISTANCE OF 16.43 FEET;
THENCE SOUTH 00°47'00" WEST, A DISTANCE OF 3.19 FEET;
THENCE SOUTH 89°12'47" EAST, A DISTANCE OF 12.52 FEET;
THENCE SOUTH 00°48'28" WEST, A DISTANCE OF 18.78 FEET;
THENCE NORTH 89°05'28" WEST, A DISTANCE OF 28.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 595 SQUARE FEET, MORE OR LESS.

*Situate in the County of Skagit,
State of Washington.*



08-27-2025

