

Doc # 2004155421
Page 1 of 4
Date: 11/30/2004 12:42P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

When Recorded Return To:

Washington State Department of Community,
Trade and Economic Development
Housing Trust Fund
906 Columbia Street Southwest
Post Office Box 42525
Olympia, Washington 98504-2525

REAL ESTATE EXCISE TAX

N/A
NOV 30 2004

PAID N/A

Attention: Deanna Tabor; (360) 725-2976

SEP 26 438

Audrey J. Finkbeiner
SKAMANIA COUNTY TREASURER

**LOW INCOME HOUSING COVENANT AGREEMENT
(Cascade Village)**

Grantor (Borrower): Mercy Properties Washington I, LLC
Grantee (Lender): Department of Community, Trade and Economic Development
Assessor's Tax Parcel ID#: 03-07-36-4-3-1300-00; 92-000520
4-30-04 (530 Viewpoint Drive, Stevenson, WA)
Legal Description (abbreviated): Lots 1-6 & 11, Meaghers Addition
Sec EXHIBIT A
Contract Number: 05-49300-011

This Low Income Housing Covenant Agreement (the "Covenant") is made by Mercy Properties Washington I, LLC, a Washington limited liability company, whose sole member is Mercy Properties Washington II ("Grantor"), and is part of the consideration for the financial assistance provided by the Department of Community, Trade and Economic Development, a department of the state of Washington ("Department"), to Mercy Properties Washington II, a Washington nonprofit corporation, pursuant to a Housing Trust Fund Agreement, Contract Number 05-49300-011 (the "Contract"), for the acquisition and rehabilitation of real property ("Property") legally described on Exhibit A attached hereto (the "Property").

This Covenant will be filed and recorded in the official public land records of Skamania 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 forty (40) years beginning November 1, 2006 and ending October 31, 2046.

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 November 1, 2006 and ending October 31, 2046. 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 November 1, 2006 and terminating October 31, 2046, as follows:

1. The 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 eighty percent (80%) median income, with preference given to

income-level priorities as identified in USDA regulations, for Skamania 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 Skamania County, Washington published or reported by a federal, state, or local agency as the Department shall select. Rents shall be adjusted for family size and are less the monthly allowance for customary utilities and services (excluding telephone, cable television and other telecommunications), to be paid by tenant.

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 covenant that the Department may reasonably require.

4. DEFAULT: If a violation of this Covenant occurs, the Department may, after thirty 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 HEREOF, Mercy Properties Washington I, LLC has executed this Covenant on the 14th day of November, 2004.

Mercy Properties Washington I, LLC,
a Washington limited liability company

By: Mercy Properties Washington II,
Its Sole Member

By: Patricia O. Roark
Print Name: Patricia O. Roark
Title: VP

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Patricia O'Roark is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Mercy Properties Washington II, the sole member of Mercy Properties Washington I, LLC, a Washington limited liability company, to be the free and voluntary act and deed of such corporation for the uses and purposes mentioned in the instrument.

Date: November 18, 2007

(seal or stamp)

[Signature]
Notary Public in and for the State of Washington,
residing at Remon, WA

My commission expires 5/28/08

Lynn Sasuga
Print Name

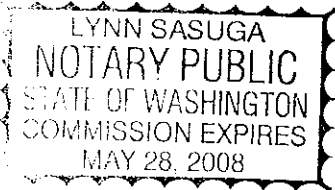


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I

Lots 1, 2, 3, 4, 5, 6 and 11 of MEAGHERS ADDITION TO STEVENSON, according to the Plat thereof, on file and of record at Page 120 of Book 'A' of Plats, records of Skamania County, State of Washington.

PARCEL II

Commencing at a point 289.7 feet West of the South Quarter corner of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, thence North 05°30' West 505.4 feet to the Point of Beginning; thence South 74° East 241 feet; thence North 11°19' West 228 feet; thence West 200.1 feet; thence South 05°30' East to the Point of Beginning.

EXCEPT that portion thereof conveyed to Joe Garcia by instrument dated July 16, 1948 and recorded July 20, 1948 at Page 102 of Book 32 of Deeds, Auditor File No. 38164, records of Skamania County, State of Washington.

PARCEL III

Beginning at the South Quarter corner of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, state of Washington; thence North 89°19'22" West along the South line of said Section 36, 289.70 feet; thence North 04°49'22" West 662.00 feet; thence South 88°11'28" East, 99.67 feet to a 5/8 inch iron rod as shown in a survey by Olson Engineering, dated April 1977, said point being the True Point of Beginning; thence South 02°56'42" East 181.84 feet to a 1/2 inch iron rod set by Olson Engineering in said Survey; thence North 00°40'38" East 181.25 feet to a 1/2 inch iron rod set by Olson Engineering in said Survey; thence North 88°11'28" West 11.49 feet to the True Point of Beginning.

PARCEL IV

Beginning at a point on the West line of the East Half of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, 406.83 feet North 0°19'52" East of the Southwest corner of said East Half of Section 36; thence North 73°19'22" West 349.21 feet; thence North 4°49'22" West 156.60 feet; thence South 88°11'28" East 99.67 feet to the Southwest corner of Lot 6, Meagher's Addition; thence North 0°57'52" West 82.89 feet to the Northwest corner of said Lot 6; thence South 48°10'52" East 32.27 feet; thence South 89°33'39" East 273.33 feet to the Northeast corner of Lot 3, Meagher's Addition; thence South 1°07'25" West 324.89 feet to a point that bears South 73°19'22" East from the Point of Beginning; thence North 73°19'22" West 43.37 feet to the Point of Beginning.

Gary H. Martin, Skamania County Assessor

Excepting therefrom the following: *John* Date 11-30-04 Parcel # 3-7-36-4-3-1300

- A. That portion conveyed to Bruce A. Isaacson, et ux, by instrument recorded in Book 181, Page 293.
- B. That portion conveyed to Cascade Village by instrument recorded in Book 80, Page 419.