

SCAC 31418

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Return Address: USDA RURAL DEVELOPMENT
1835 Black Lake Blvd., SW, Suite B
Olympia, Washington 98512

Document Title: RESTRICTIVE USE PROVISION AND AGREEMENT

Grantor: Columbia Cascade Housing Corporation

Grantee: United States of America acting through
United States Department of Agriculture,
Rural Housing Service

Re: White Cap Apartments
Stevenson, Washington

Abbreviated Legal:

Parcel A: A tract of land in the NE Qtr of Section 36, township 3 North, Range 7 East of the Willamette Meridian, in the county of Skamania, State of Washington

Parcel B: A tract of land in NE Qtr of Section 36, township 3 North, Range 7, East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel Number: Parcel #: 03073610150000

Legal Description:

Parcel A: Beginning at a point on the South Line, and 286.62 feet East of the Southwest Corner of the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette meridian, in the County of Skamania, State of Washington; thence North 27°52' West a distance of 322.7 feet to the intersection with the North Line of the Henry Sheppard D.L.C. extended West; thence East 288.5 feet to the initial point of the tract herein described, said point being the Northeast Corner of a tract of land conveyed to Ivan John Donaldson, et ux, by Deed dated August 12, 1949, recorded September 6 1949, Book 32, Page 502 Skamania County Records;

thence East 192 feet; thence South 15°10' East to the Northerly Line of Gropper Road as presently constructed; thence Westerly along the Northerly Line of Gropper Road to a point which bears South 15°10' East from the initial point of this description; thence North 15°10' West to the INITIAL POINT.

Excepting Therefrom that parcel deeded to Connie R. Bliss, et ux, by Deed recorded September 5, 1972 book 64, page 429.

Parcel B: Lot 1 of the George De Groote Short Plat, recorded in book 2 of Short Plats, Page 17, Skamania County Records

<p>THE REMAINING USFUL LIFE RESTRICTIVE-USE PROVISIONS AND AGREEMENT (7 CFR §3560.662 (b) (5))</p>
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- (a) The undersigned, and any successors in interest, agree to use the property described herein, in compliance with 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and applicable regulation and the subsequent amendments, for the purpose of housing very low and low income households.
- (b) The period of the restriction will be for the remaining useful life of the housing and related facilities.
- (c) When required by 7 CFR §3560.658(a)(1) or (a)(2), the undersigned agrees that at the end of the expiration of the period described in paragraph (b) of this sections, the property will be offered for sale to a qualified nonprofit organization or public body, in accordance with previously cited statutes and regulations.
- (d) The Agency and eligible tenants or applicants may enforce these restrictions.
- (e) The undersigned also agrees to:
1. To set rents, other charges, and conditions of occupancy in a manner to meet these Restrictions;
 2. To post an Agency approved notice of this restriction for the tenants of the property;
 3. To adhere to applicable local, state, and Federal laws; and
 4. To obtain Agency concurrence for any rental procedures that deviate from those approved at the time of repayment, prior to implementation.
- (f) The undersigned will be released from these obligations before the termination period in paragraph (b) of this section only when the Agency determines that there is no longer a need for

the housing or that financial assistance provided the residents of the housing will no longer be provided due to no fault, action or lack on the part of the borrower.

WITNESS the hand (s) of Borrower this 11th day of December, 2009.

Columbia Cascade Housing Corporation

BY: Ruby Mason, Executive Director

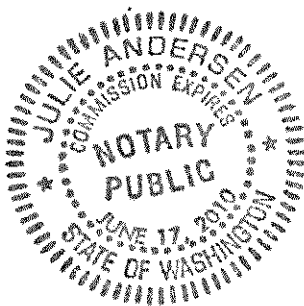
BY: *Ruby Mason*

ACKNOWLEDGEMENT

STATE OF WASHINGTON }
COUNTY OF Skamania }ss

On this day personally appeared before me the within-named Ruby Mason, to me known to be the individual (s) described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of December, 2009.



Julie Andersen
Notary Public in and for the State of Washington
Residing at Carson

Julie Andersen
Printed Name
My Appointment Expires: 6/17/2010