

**When Recorded Return To:**

Washington State Department of Commerce  
Housing Trust Fund  
906 Columbia Street Southwest  
Post Office Box 42525  
Olympia, Washington 98504-2525

Attention: Sharon Robinson, (360) 725-2978

5 FEB 3 2007

**LOW INCOME HOUSING COVENANT AGREEMENT**

Grantor (Borrower): Columbia Cascade Housing Corporation  
Grantee (Lender): Department of Commerce  
Assessor's Tax Parcel ID#: 03073610150000  
Legal Description (abbreviated): Portion of NE ¼ Section 36, Township 3N Range 7EWM  
Contract Number: 09-94100-020

This Low Income Housing Covenant Agreement (the "Covenant") is made by Columbia Cascade Housing Corporation, an Oregon nonprofit corporation ("Grantor") and is part of the consideration for the financial assistance provided by the Department of Commerce, a department of the state of Washington ("Department"), to Columbia Cascade Housing Corporation pursuant to a Housing Trust Fund Agreement, Contract Number 09-94100-020 (the "Contract"), for the acquisition, development, rehabilitation and new construction of real property legally described as follows:

**A tract of land in the Northeast quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:**

**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, Skamania County, Washington; thence North 27 52' West, a distance of 322.7 feet to intersection with the North line of the Henry Shepard Donation Land Claim 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 us, by deed recorded September 5, 1972, Book 64, page 429.

**ALSO** Lot 1 of the George De Groote Short Plat, recorded in Book "2" of Short Plats, page 17, records of Skamania County, Washington.

(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, 2010 and ending October 31, 2050.

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, 2010 and ending October 31, 2050. 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, 2010 and terminating October 31, 2050, as follows:

1. The sixteen (16) 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 fifty percent (50%) of the local area median income for Portland-Vancouver-Beaverton, OR-WA MSA, adjusted for the imputed household 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 household size and are less the monthly allowance for customary utilities and services (excluding telephone, cable television and other telecommunications), to be paid by tenant.

CONTRACTOR shall use best efforts to equip two (2) of the sixteen (16) units so that the two (2) units are handicap accessible, in accordance with the American Disabilities Act.

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 (or its successor agency) 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, Columbia Cascade Housing Corporation has executed this Covenant on the  
27th day of January, ~~2009~~ 2011

WITNESS:

Columbia Cascade Housing Corporation, an Oregon  
nonprofit corporation

By: [Signature]  
Print Name: Ruby Mason  
Title: Executive Director

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SKAMANIA     )

I certify that I know or have satisfactory evidence that Ruby Mason 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 Executive Director of Columbia Cascade  
Housing Corporation, an Oregon nonprofit corporation, to be the free and voluntary act and deed of such an Oregon  
nonprofit corporation for the uses and purposes mentioned in the instrument.

Date: January 27, 2011

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

My commission expires 6/17/2014  
Julie A Andersen  
Print Name

