

WHEN RECORDED RETURN TO:

Grand Ronde Housing Department
28450 Tye Rd
Grand Ronde, OR 97347

DOCUMENT TITLE(S):

Housing Assistance Useful Life/Affordability Period/Use Restriction

**RERECORD AS A SEPARATE DOCUMENT FROM THE DEED OF TRUST RECORDED
UNDER AUDITOR'S FILE NUMBER 2018001309**

LIEN HOLDER:

Grand Ronde Housing Department

OWNER:

Katie Jean Rios and Jesse Michal Rios

ABBREVIATED LEGAL DESCRIPTION:

Lot 1, WIND RIVER ESTATES SUBDIVISION PHASE 2, RECORDED IN BOOK 'B', PAGE 100
& 101, PLAT RECORDS, IN THE COUNTY SKAMANIA, STATE OF WASHINGTON.

TAX PARCEL NUMBER(S):

03-08-29-3-1-0100-00

After Recording Return to:
Grand Ronde Housing Department
28450 Tye Road
Grand Ronde, OR 97347

HOUSING ASSISTANCE USEFUL LIFE/AFFORDABILITY PERIOD/USE RESTRICTION

THE FOLLOWING PROPERTY (herein after the "Property") IS HEREBY MADE SUBJECT TO A LIEN AND COVENANT RUNNING WITH THE LAND:

Address: 322 Flint Way, Carson, WA 98610
Located in: Skamania County in the State of Washington
Legal Description: Lot 1, WIND RIVER ESTATES SUBDIVISION PHASE 2, recorded in Book "B", Page 100 & 101, Plat Records, in the County of Skamania, State of Washington.

LIEN HOLDER:

Grand Ronde Housing Department
28450 Tye Road
Grand Ronde, OR 97347

This Useful life/affordability period/Use Restriction, a covenant running with the land (hereinafter "Land Restriction"), dated this 17th day of June, 2018 for good and valuable consideration, is hereby declared covenanted and made by Katie Jean Rios and Jesse Michal Rios (hereinafter "Owner"), who is the owner(s) of the Property.

The Land Restriction is imposed because Housing Assistance Grant funds to benefit the Property have been granted or loaned by the Confederated Tribes of the Grand Ronde Community of Oregon, a federally recognized Tribe (hereinafter "Tribe").

Check	Type of Housing Assistance	Amount
X	Down Payment Assistance Grant	\$10,000.00
	Medical Adaptation Grant	
	Home Repair Grant	
	Property Improvement Grant	

1. DEED RESTRICTED

- 1.1 Use Restrictions. The Property shall be used only for Owner's residential purposes. During the term of this restriction, the Property may only be transferred to a surviving spouses or children of Owner who shared in the occupancy of the Property at the time of the death of the Owner.
- 1.2 Restricting Owner and Subsequent Owners. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property; however, subsequent Owners that are family members or household members are not subject to this Land Restriction. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction.
- 1.3 Covenant Running With the Land. The Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.
- 1.4 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire three (3) years from the date of this Land Restriction agreement (hereinafter the Term), which shall be the 17th day of June, 2021 (hereinafter the Termination Date). As of the Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

2. ENFORCEMENT

- 2.1 Right to Enforce. The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to (i) enforcing compliance the use restrictions, (ii) invalidating any conveyance which violates the terms of this Land Restriction, (iii) levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe, and (iv) recovering in full the money expended advanced or loaned either on the Property or to the Owner by the Tribe through any means available under tribal law (including the Tribal Debt Collection Ordinance).
- 2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through a grant the amount set forth above to the Owner or Property upon a violation of the Land Restriction agreement during the duration of this Land Restriction shall be entitled to recover some or all of this amounts as set forth herein:
- 2.2.1 For Property Improvement Matching Grants ONLY: The Recipient must repay 100% of the award if the home is sold within three years of grant receipt.
- 2.2.2 For all grants OTHER THAN Property Improvement Matching Grant:
- 2.2.2.1 For grant awards \$5,000 and under: Recipient will be required to repay the full amount of the grant if Recipient does not remain in the home for six months following the date of the award
- 2.2.2.2 For grant awards \$5,000 - \$15,000: The Recipient must stipulate that should the home be sold within a three-year period from the date of the receipt of funding, the Recipient will repay GRHD a prorated portion of the award according to the following schedule:
- 2.2.2.2.1 Home sold during year one: Recipient must repay 75% of the award.
- 2.2.2.2.2 Home sold during year two: Recipient must repay 50% of the award.

- 2.2.2.3 Home sold during year three: Recipient must repay 25% of the award.
- 2.2.2.3 For grant awards that are over \$15,000: The Recipient must stipulate that should the home be sold within a five-year period from the date of the receipt of funding, Recipient must repay to GRHD a prorated portion of the award according to the following schedule:
- 2.2.2.3.1 Home sold during year one: Recipient must repay 80% of the award.
- 2.2.2.3.2 Home sold during year two: Recipient must repay 60% of the award.
- 2.2.2.3.3 Home sold during year three: Recipient must repay 40% of the award.
- 2.2.2.3.4 Home sold during year four: Recipient must repay 20% of the award.
- 2.2.2.3.5 Home sold during year five: Recipient must repay 10% of the award amount.
- 2.3 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.
3. **NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.**
- 3.1 Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).
- 3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.
- 3.3 Assistance in Conveying to Eligible Occupants. The Tribe may offer to assist the Owner and subsequent owners in finding individuals eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to the property.
- 3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.
4. **MISCELLANEOUS**
- 4.1 Amendment. Any amendment to this Land Restriction by an Owner of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.
- 4.2 Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.
- 4.3 Homestead Waiver. This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.
- 4.4 Governing Law. This Land Restriction shall be governed in accordance with Oregon law. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

Executed as of the date first written above.

OWNER(S):
Katie Rios (Signature) 6/22/18 (Date)
Jesse Rios (Signature) 6/22/18 (Date)

State of Washington TEXAS)
 County of Travis) SS.

On 6/22, 2018, personally appeared before me the above named,
Jesse & Katie Rios, and acknowledged the
 foregoing to be their voluntary act and deed.

Before me: Gina L. Frithiof
 Notary Public for the State of Washington Texas
 My Commission Expires 11/23/18



