

Skamania County, WA
Total:\$107.50
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2021-000012

01/05/2021 10:38 AM

Request of: CLARK COUNTY TITLE



WHEN RECORDED RETURN TO:
Cowlitz County Tribal Housing
107 Spencer Rd
Toledo, WA 98591

CL19150

DOCUMENT TITLE(S)

Native American Housing Assistance and Self-Determination Act Useful Life/Use Restriction

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

Tanya Southard

GRANTEE(S):

Cowlitz Indian Tribal Housing

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010.
I understand that the recording processing requirements may cover up or otherwise obscure some part
of the text of the original document. The fee for non-standard processing is \$50.00.

Signature of Requesting Party

When recorded please return to:
Cowlitz Indian Tribal Housing
107 Spencer Rd
Toledo, WA 98591

Recording Stamp or numbers:

RECIPIENT GUIDANCE 2014-09(R)

NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT USEFUL LIFE/USE RESTRICTION

(Indian Housing on Fee Land with Pro-rated Recovery Amount)

Address:

Located at: Tax parcel No:

Legal description:

Mobile Home-Serial Number ORFL548A30526BH13

2005 FleetWood

This Affordable Native American Useful Life/Use Restriction, a covenant running with the land, (hereinafter the **Land Restriction**), dated this 29th day of December, 2020, for good and valuable consideration, is hereby declared covenanted and made by Tanya Southard, (hereinafter the **Owner**), who is the owner of the Property. The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by **Cowlitz Indian Tribal Housing**, a tribally designated housing entity, (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

1. DEED RESTRICTED

1.1 Use Restrictions. The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe or an eligible State recognized tribe who are low-income. The terms "federally recognized tribe," "State recognized tribe" and "low-income" are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter **NAHASDA**), 25 U.S.C. §§ 4101, et seq.

1.2 Subsequent Owners. Family or household members who take Subsequent Ownership will not be subject to the binding agreement. However, the binding commitment will not terminate upon subsequent family/household ownership, the binding commitment will not apply to the family/household. 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 for the remaining affordability period.

After two (2) years but within three (3) years of the date of home purchase	80% of the DPA
After three (3) years but within four (4) years of the date of home purchase	70 % of the DPA
After four (4) years but within five (5) years of the date of home purchase	60 % of the DPA
After five (5) years but within six (6) years of the date of home purchase	50 % of the DPA
After six (6) years but within seven (7) years of the date of home purchase	40 % of the DPA
After seven (7) years but within eight (8) years of the date of home purchase	30 % of the DPA
After eight (8) years but within nine (9) years of the date of home purchase	20 % of the DPA
After nine (9) years but within ten (10) years of the date of home purchase	10 % of the DPA
After ten (10) years but within eleven (11) years of the date of home purchase	-0- % of the DPA

If the property is not a single family unit, the Tribe shall be entitled to recover the full amount contributed for any violation of the Land Restriction agreement during the duration of this Land Restriction.

2.4 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property (excluding any foreclosing financial institution), shall also be liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

3.0 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, delivery of which shall be evidenced with a written receipt, at the following address: Cowlitz Indian Tribal Housing 107 Spencer Road Toledo, WA 98591 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 Low Income Native Americans. 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.

4.0 USEFUL LIFE

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135(a)(2). In section 1.4 of this Land Restriction agreement, a Term has been set for this Land Restriction and that Term should not be less than what is acceptable to the Secretary of HUD based on the nature and the amount of IHBG funds to this Property. The Tribe should ensure that a Land Restriction has been obtained for a Term that meets HUD's standards.

5.0 MISCELLANEOUS

5.1 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.

5.2 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.

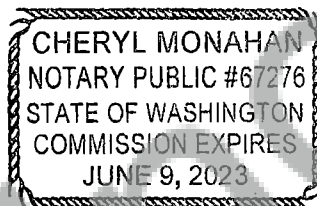
5.3 Homestead Waiver. This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.

Executed as of the date first written above.

OWNER:

* Lanya Southard
Signature

SUBSCRIBED AND SWORN BEFORE ME this 30th day of December, 2020



[Signature]
NOTARY PUBLIC in and for the State of
Washington at Vancouver
My commission expires 10/1/23

CONCURRED IN BY THE TRIBE
(IF DIFFERENT FROM OWNER)

Tribe: Cowlitz Indian Tribal Housing

Signature: Dana Ecklund

Name & Title:

Dana Ecklund, Housing Director

Date: December 29, 2020