

After recording return to: First American Title, 4909 S 135th Street, Suite 207, Omaha, Nebraska 68137

Restrictive Use Covenant – Agency Requested Extension

Date of Document: July 29, 2026

Grantor: Mercy Properties Washington III, LLC

Grantee: United States of America, acting through the Rural Housing Service in Rural
Development (Agency), U.S. Department of Agriculture

Legal Description: Lots 35-40 and 49-51, PLAT OF SANDALWOOD

APN: P80234/4361-000-035-0004 & P80235/4361-000-036-0003 & P80236/4361-000-
037-0002 & P80237/4361-000-038-0001 & P80238/4361-000-039-0000 &
P80239/4361-000-040-0007 & P80249/4361-000-049-0008 & P80250/4361-000-
050-0004 & P80251/4361-000-051-0003

Borrower: Mercy Properties Washington III, LLC
dba Skagit Village

When Recorded Return To: _____
First American Title Insurance Company
National Commercial Services
4909 S. 135th Street, Suite 207
Omaha, NE 68137
File No: NCS _____

The form of this instrument was drafted by the Office of General Counsel of the United States Department of Agriculture, Washington, DC and the material in the blank spaces in the instrument was inserted by or under the direction of: USDA, Rural Development, P.O. Box 771340, St. Louis, MO 63177.

RESTRICTIVE USE COVENANT - THE LAST EXISTING TENANT
Use if No Impact on Minorities but There is Not an Adequate Supply of Housing
(7 CFR 3560.662(b)(2))

WHEREAS, Mercy Properties Washington III, LLC, 200 East Main Street, Enterprise, OR 97828 "Owner", or a predecessor in interest, received a loan from the United States of America, acting through the Rural Housing Service in Rural Development (Agency), U.S. Department of Agriculture which was evidenced by a promissory note or assumption agreement dated 1/18/1979, and 9/17/2003, in the original amounts of \$797,850.00, \$700,051.76, and \$380,000.00 and secured by certain Deeds of Trust or Mortgages dated 1/18/1979 and 9/17/2003 and recorded in the land records for the County of Skagit, Washington for the purpose of providing housing in accordance with Section 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and Title V of the Housing Act of 1949, as amended "Program"; and

NOW, THEREFORE, in consideration of the restrictions on the Property as further described in Exhibit A, the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves and for their respective successors and assigns, hereby covenant and agree as follows:

(1) **Use Requirement.** The Owner, and any successors in interest, agree to use the Property in compliance with 42 U.S.C. § 1484 or § 1485, whichever is applicable, and 7 CFR part 3560, and any other applicable regulations and amendments, for the purpose of housing program eligible very low-, low-, or moderate-income tenants.

(2) **Enforcement.** The Agency and program eligible tenants or applicants may enforce these restrictions as long as the Agency has not terminated the Restrictive Use Agreement pursuant to paragraph 7 below.

(3) **Displacement Prohibition.** The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy, solely because any tenant or prospective tenant is the recipient of housing assistance from the Agency or any other Federal agency.

(4) **Owner's Responsibilities.** The Owners agrees to: set rents, other charges, and conditions of occupancy in a manner to meet the restrictions required by this Restrictive Use Covenant; post an Agency approved notice of these restriction for the tenants of the property; to adhere to applicable local, State, and Federal laws; and to obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.

(5) **Civil Rights Requirements.** The Owner will comply with the provisions of any applicable Federal, State or local law prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Fair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the Agency regulations implementing these authorities, including, but not limited to, 7 CFR 3560.104.

(6) **Release of Obligation.** The Owner will be released from the obligation under this Restrictive Use Covenant when the Agency has determined that the last existing tenant at the date of prepayment has left or when the Agency determines that there is a no longer a need for the housing or that HUD Section 8 vouchers provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Owner.

(7) **Violations; the Agency's Remedies.** The parties further agree that upon any default under this covenant, the Agency may apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against violation of this covenant or for such other equitable relief as may be appropriate, since the injury to the Agency arising from a violation under any of

the terms of this covenant would be irreparable and the amount of damage would be difficult to ascertain.

(8) Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this covenant. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Agency hereby agrees that, upon the request of the Owner made after the release of obligations established in paragraph 7 of this covenant, the Agency shall execute a recordable instrument approved by the Agency for purposes of releasing this covenant of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

(9) Superiority. The document hereto constitutes a restrictive covenant that is filed of record, with all other Deeds of Trusts or Mortgages, and that, notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.

(10) Subsequent Modifications and Statutory Amendments. The Agency may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement, to require that any third-party obtain prior Agency approval for any enforcement action concerning preexisting or future violations of this covenant.

(11) Other Agreements. The Owner represents and warrants that it has not and will not execute any other agreements with provisions contradictory or in opposition to the provisions of this covenant and that, in any event, the provisions of this covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.

(12) Binding Effect. Upon conveyance of the Property during the term, the Owner shall require its successor or assignee to assume its obligations under this covenant. In any event, this covenant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

(13) Amendment. This covenant may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.

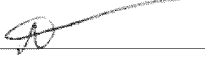
(14) Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this covenant shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this covenant, but this covenant shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

(15) Headings. The headings and titles to the sections of this covenant are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

(16) Governing Law. This covenant shall be governed by all applicable Federal laws.

IN WITNESS WHEREOF, the parties hereto have caused this Restrictive Use Covenant to be executed and made effective as of the date first above written.

WITNESS/ATTEST:

OWNER: Mercy Properties Washington III, LLC, aWashington Limited Liability CompanyBy: Mercy Housing General, LLC, Managing MemberBy: 

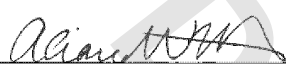
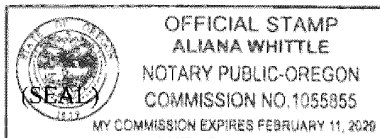
Tyler D. Chrisman, Member

Date: 7/29/24

ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Wallowa

I, Aliana Whittle, a Notary Public, do hereby certify
that Tyler D. Chrisman and
Tessa Fuffer personally known to me to be the same
persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the
uses and purposes therein set forth.

Given under my hand and official seal this 29th day of July, 2024.
* Notary PublicMy commission expires 2/11/2029EXHIBIT A
LEGAL DESCRIPTION

Attached

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture,
Washington D.C., and the material in the blank spaces in the form was inserted by or under the direction of:

USDA Rural Development
PO Box 771340
St. Louis, MO 63177(02-24-02) SPECIAL PN
Revised (11-07-08) SPECIAL PN

Exhibit A - Legal Description

Lots 35, 36.37, 38, 39, 40, 49, 50 and 51, Plat of Sandalwood, according to the plat thereof, recorded in Volume 11 of Plats, Page 78, records of Skagit County, Washington.

Situated in Skagit County, Washington.