

When Recorded Return To:

City of Bellevue

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Attention:

\_\_\_\_\_

### LOW INCOME HOUSING COVENANT AGREEMENT

**Grantor:** Housing Authority of the County of King, a public body corporate and politic of the State of Washington

**Beneficiary:** City of Bellevue, a municipal corporation

**Legal Description** (abbreviated): \_\_\_\_\_

**Assessor's Tax Parcel ID#:** \_\_\_\_\_

This Low Income Housing Covenant Agreement (the "**Covenant**") is made by the Housing Authority of the County of King, a public body corporate and politic of the State of Washington, ("**Grantor**") for the benefit of Beneficiary in consideration for Beneficiary's recoverable grant to Grantor in the amount of pursuant to Recoverable Grant Agreement (the "**Contract**"), to reimburse Grantor for certain costs of acquiring the real property legally described as follows:

(the "Property").

This Covenant will be filed and recorded in the official public land records of King 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, commencing [March 1, 2017 and terminating February 28, 2057.]

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, its successors and assigns, heirs, grantees, or lessees of the Property. Each and every contract, deed, lessee 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, that for the period commencing [March 1, 2017 through February 28, 2057,] the following terms and conditions shall be binding upon Grantor its successors and assigns, heirs, grantees, or lessees of the Property.

1. The seventy six (76) residential units in the Property, other than any site staff or common area unit(s), will be rented to households that at the time of initial occupancy have gross annual household incomes at or below eighty percent (80%) of the local area median income for Seattle-Tacoma-Bellevue 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 Bellevue, Washington published or reported by a federal, state, or local agency as the Department shall select. The Grantor shall not be required to terminate the tenancies of current residents whose income exceeds eighty percent (80%) of the Area Median Income; provided, however, that upon unit turnover, any new tenants, at the time of initial occupancy, shall have incomes less than 80% of the Area Median Income. The rent paid by the tenant shall not exceed thirty percent (30%) of the applicable income limitation adjusted for household are less a monthly allowance for customary utilities (excluding telephone, cable television and other telecommunications), to be paid by tenant.

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 Beneficiary or its successors or assigns may, after thirty (30) days' notice and opportunity to cure the violation which cure may be effected by the Grantor institute and prosecute any proceeding at law or equity to abate prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided, however, 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.

*Signature Page to Follow*

IN WITNESS HEREOF, the Housing Authority of the County of King has executed this Low Income Housing Covenant Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

HOUSING AUTHORITY OF THE COUNTY OF KING, a public  
body corporate and politic of the State of Washington

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON     )

) ss.

COUNTY OF KING     )

I certify that I know or have satisfactory evidence that Stephen J. Norman is the person who appeared before me and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the **HOUSING AUTHORITY OF THE COUNTY OF KING**, a public body corporate and politic of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Signature of Notary)

Notary public in and for the State of Washington, residing at \_\_\_\_

My appointment expires \_\_\_\_\_