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08/31/2001 03:11P

Recording requested by:
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204
Pamela M. Sloper

After recording, return to:
Stoel Rives LLP
900 SW Fifth Avenue, Suite 2600
Portland, OR 97204
Pamela M. Sloper
75112

RESTRICTIVE COVENANT

Grantor:

1. **Willamette Court Apartments Limited Partnership,**
a Washington limited partnership

Grantee:

1. **Willamette Court Apartments Limited Partnership,**
a Washington limited partnership
2. **State of Washington Department of Ecology**

Legal Description:

1. Abbreviated legal description (lot, block, plat name, section-township-range):
Lots 12 and 13, LINDELL & QUICK RIDGE, Vol. H Plats, page 397
2. Legal description is on **Exhibit A** of the document

Assessor's Property Tax Parcel Account Numbers:

- **686-000-012-00**
- **686-000-013-00**



RESTRICTIVE COVENANT

WILLAMETTE COURT APARTMENTS, WILLAMETTE COURT, 581 and 583

Eastmont Ave, East Wenatchee, Washington

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Willamette Court Apartments Limited Partnership, a Washington Limited Partnership (hereafter "Willamette Court"), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents:

1. Report titled "Phase I Environmental Site Assessment: Proposed Willamette Court Apartments, 581 and 583 Eastmont Ave., East Wenatchee, Washington", prepared for Steel Lake Enterprises, Seattle, WA. by Giles Engineering Associates, Inc., and dated March 5, 1997.
2. Report titled "Limited Soil Sampling for Willamette Court, 581 and 583 Eastmont Ave., East Wenatchee, Washington," prepared for LNR Affordable Housing, Inc. ("LNR") by AMEC Earth and Environmental, Inc. (AMEC), Kirkland, WA., and dated July 2, 2001.
3. Report titled "Soil Remediation for Willamette Court, 581 and 583 Eastmont Ave., East Wenatchee, Washington", prepared for LNR by AMEC, and dated August 13, 2001.
4. Report titled "Soil Management Plan for Willamette Court, 581 and 583, Eastmont Avenue, East Wenatchee, Washington," prepared for LNR by AMEC, and dated August 17, 2001.

These documents are on file at Ecology's Central Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of lead and arsenic which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-704.

The undersigned, Willamette Court, is the fee owner of real property (hereafter "Property") in the County of Douglas, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this Restrictive Covenant and made a part hereof by reference.

Willamette Court makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

a. A portion of the Property is underlain by lead and arsenic contaminated soils at depths of 18 inches below ground level (bgl) throughout the majority of the site and at 16 inches in the vicinity of the transformer as indicated on Figure 2. A geotextile membrane layer has been laid at 16 to 18 inches bgl as a visual indication of the boundary between clean and contaminated soils. Lead and arsenic

contaminated soils are also potentially located beneath the ground floor slab of the residential structures located at 581 and 583 Eastmont Avenue, East Wenatchee, Washington. A full description of the distribution of the contaminated soils is given in the attached documents. The owner shall not alter, modify, or remove the existing structures in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

b. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited without prior written approval from Ecology.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.



Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect Remedial Actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.



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EXHIBIT A

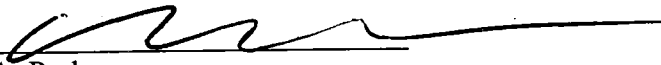
TO RESTRICTIVE COVENANT

The Property referred to in this Restrictive Covenant is situated in the county of Douglas, state of Washington, and is more fully described as follows:

Lots 12 and 13, Lindell & Quick Ridge, Douglas County, Washington, according to the plat thereof recorded in Volume H of Plats, Page 397.

Dated at Portland, Oregon, this 28th day of August, 2001.

By General Partner of Willamette Court: LNR Willamette Court Limited, Inc.



Charles A. Park

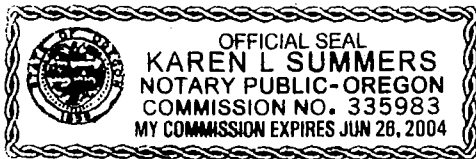
WITNESSED BY A NOTARY:

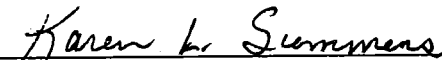
STATE OF OREGON

ss.

County of Multnomah

This instrument was witnessed before me on August 28, 2001, by Charles A. Park.





Notary Public for Oregon