

31-

SKAGIT COUNTY KATHY HILL

98 NOV -2 AM 10:50

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

**9811020155**

Filed for Record at Request of and  
After Recording Return to:

Nookachamp Hills LLC  
160 Cascade Place Suite 211  
Burlington WA 98233

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS FOR  
NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT**

Grantor: Nookachamp Hills LLC  
Grantee: Homeowners in Nookachamp Hills Planned Unit Development  
Tax Parcel Nos.: **P29838 P29996 P27839 P27846 P27848 P29995**  
Legal Description: See Attached Exhibit A Legal Description  
Related Documents:

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS AND RESERVATIONS FOR Nookachamp Hills Planned Unit Development (The  
"Declaration") is made by Nookachamp hills LLC, a Washington Limited Liability Company  
("Declarant") as of this 13<sup>th</sup> day of October, 1998.

**RECITALS**

Declarant is the owner of certain real property (the "Property") in Skagit County,  
Washington, legally described on Exhibit A hereto.

The Property is subdivided as shown in the Plat for Phase One of Nookachamp Hills  
Planned Unit Development, recorded in volume 17 of Plats, pages 26 through 31 records of  
Skagit County, Washington (the "Plat").

J:\94277-FSUR\NOOKHILLSDCCRER.DOC

**9811020155**

BX 1892 PG 0199

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of the Plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. In this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Association" shall mean the Nookachamp Hills PUD Homeowners Association described in Article 4 of this Declaration, its successor and assigns.

1.1.2 "Board" shall mean the Board of Directors of the Association, and "Directors" shall mean members of the Board of Directors.

1.1.3 "Common Areas" shall mean the real property (including the improvements and facilities thereon) described as all areas of the Property outside the Lots, including roadways, walkways, parking areas, parks, open space buffer and wetland areas shown on the Plat which will be conveyed by Declarant to the Association and held for the common use and enjoyment of the members of the Association, but shall not include any streets or other areas now or hereafter dedicated for public use. Common Areas specifically shall include Tracts A, B, C, and D, as shown on the face of the Plat of Phase one of the Nookachamp Hills Planned Unit Development (PUD).

1.1.4 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing Structure.

1.1.5 "Declarant" shall mean Nookachamp Hills LLC, or such successor or assign (including a Participating Builder) as Declarant may designate by a writing recorded in the records of the Auditor of Skagit County.

1.1.6 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Nookachamp Hills PUD, as it may from time to time be amended.

1.1.7 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) a recorded mortgage on a Lot that has legal priority over all other Mortgages thereon, and (b) the holder of a First Mortgage.

1.1.8 "Lot" shall mean any legally platted plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Areas.

1.1.9 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.10 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.11 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser entitled to beneficial possession.

1.1.12 "Participating Builder" shall mean a Person who acquires from Declarant one or more Lots for the purpose of improving the same for resale to future Owners and who has been designated in writing by Declarant as a "Participating Builder".

1.1.13 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.14 "Plat" shall mean the recorded plat of Nookachamp Hills PUD and any amendments, corrections or addenda thereto subsequently recorded.

1.1.15 "Property" shall mean the land described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

1.1.16 "Structure" shall mean any building, fence, wall, driveway, storage shed, carport, or the like.

1.1.17 "Transition Date" shall be as defined in Section 4.10.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

Section 1.3 Exhibits. The following are exhibits to this Declaration:

Exhibit A - Legal Description of the Property

**9811020135**

BK1892PG0201

ARTICLE 2. COMMON AREAS AND EASEMENTS.

Section 2.1 Conveyance to Association. Declarant hereby grants and conveys Tracts A, B, C and D as "Common Areas" to the Association.

Section 2.2 Use. Each Owner shall have the right to use the Common Areas in common with all other Owners. The right to use the Common Areas shall be appurtenant to and pass with the ownership of each Lot and shall extend not only to each Owner, but also to his agents, tenants, members of his household, invitees, and licensees. The right to use the Common Areas shall be governed by the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association.

Section 2.3 Abandonment of Common Areas. The Common Areas may not be abandoned, partitioned, subdivided, encumbered, sold, or transferred by the Association, any Owner or any third party, provided that, with the approval of at least 67% of the Owners and compliance with any restrictions on the face of the Plat, the Common Areas may be transferred to or encumbered for the benefit of a public agency, authority, or utility. The granting of easements for utilities or for other purposes consistent with the intended use of the Common Areas by the Owners shall not be deemed a partition or division.

Section 2.4 Alteration of Common Areas. Nothing shall be altered or constructed in or removed from any Common Areas except upon the prior written consent of the Board.

Section 2.5 Private Storm Drainage Easements.  
Individual Benefited Lots. Declarant hereby creates and reserves private storm drainage easements across the Lots and as shown on the Plat, for the benefit of the Nookachamp Hills PUD Property Owners Association (NHPPOA). The Association members shall share equally in the operation, maintenance and replacement costs for storm drainage facilities located within the Plat of Nookachamp Hills Phase I PUD. The Association shall levy assessments for that purpose, as provided in this Declaration. The Association members, their agents and employees, shall have the right to enter onto the easement areas and dedicated County right of ways in order to maintain, repair, clean or reconstruct the storm drainage facilities.

Section 2.6 Easements for Utilities. Declarant hereby creates and reserves a 10 foot easement along all property lines adjoining street frontage for the benefit of Puget Sound Energy GTE, Skagit County Public Utility District # 1 and Cedar Communications Inc. and such other similar private or public utility and drainage users as may be authorized by the Board, for the purpose of installation, repair, replacement and operation of the utility services provided by such entities, together with the right to enter upon the easements at all time for the purposes stated. No structures shall be constructed on any area reserved for these easements. For purposes of this section, "structures" shall not include landscaping, fencing, walkways, driveways or rockeries. The Board, with the consent of at least 51% of the voting power of the Association, shall be entitled to

designate those additional private utilities that shall be entitled to utilize the easement area reserved in this Section 2.6. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed or permitted to be placed upon any Lot unless the same be underground or in conduit attached to a Structure.

Section 2.7 Conditions for Grant of Easements. The easements granted in Sections 2.5 and 2.6 are subject to the agreement of grantees to compensate grantor (or grantor's successors and assigns) for any damage to the affected property caused by the exercise of grantee's easement rights; to use reasonable care in carrying out any construction or repair in the easement areas and to restore such areas, to the extent reasonably practicable, to the condition they were immediately prior to such work; and to indemnify and hold harmless grantor (and grantor's successors and assigns) from any and all claims for injuries and/or damages suffered by any person caused by grantee's exercise of the rights therein granted.

Section 2.8 Native Growth Protection Areas (NGPA). Tracts A, B and C are NGPA tracts. Dedication of a NGPA conveys to the Nookachamp Hills PUD Property Owners Association (NHPPOA) a beneficial interest in the land within the tract/sensitive area and buffer. This interest includes the preservation of native vegetation for all purposes that benefit health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, and protection of plant and animal habitat. The NGPA and buffer imposes upon all present and future owners and occupiers of the land subject to NGPA and buffer the obligation, enforceable on behalf of the NHPPOA by Skagit County, to leave undisturbed all trees and other vegetation within the tract/sensitive area and buffer. The vegetation within the tract/sensitive area and buffer may not be cut, pruned, covered by fill, removed or damaged without approval in writing from the HNPPPOA and Skagit County or its successor agency, unless otherwise protected by law.

### ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS.

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure, within the Property, a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

#### Section 3.2 Submission and Approval of Plans

3.2.1 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure have been approved in writing by the Board in its capacity as the Architectural Control Committee. The Board's approval of any Plans shall not constitute any warranty or representation whatsoever by the Board or any of its members that such

**9811020155**

BX1892PGU203

Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

**3.2.2 Submission.** At least 30 days before commencing Construction of any Structure on any Lot, the Owner shall submit to the Board two complete sets of detailed building, construction, surface water run-off control and specifications and a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans").

**3.2.3 Approval.** The Board may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure or materials used therein. The Board's approval or disapproval of Plans shall be made within 45 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Structure is to be Constructed. Except for violation of those restrictions specifically set forth in Sections 3.3 through 3.5, if the Board has not provided a Lot Owner with written notice of objections to any construction within six (6) months after its completion, Board approval shall not be required and the related Covenants shall be deemed to have been fully complied with. After delivering its notice of objections to a Lot Owner, the Board shall be entitled to take whatever action the Board deems reasonably appropriate to enforce the provisions of the Declaration, including, without limitation, commencing an action against the Lot Owner.

### **Section 3.3 Size and Height.**

**3.3.1 Floor Area.** The floor area of the main house Structure, exclusive of open porches and garages shall be not less than: (i) 1,400 square feet for a dwelling containing a single level; and (ii) 1800 square feet for a dwelling containing two levels.

**3.3.2 Lot Size.** No Lot or portion of a Lot in this Plat shall be subdivided and sold or resold wherein the result would be to create any additional building lot. This provision shall not prohibit the adjustment of boundary lines that are in the interest of adjoining lot owners.

**3.3.3 Local Codes.** All buildings or Structures shall be constructed in accordance with the Skagit County and other applicable Codes. In the event of a conflict between any applicable codes and this Declaration, the codes shall govern.

**9811020155**

BK189276U204

**Section 3.4 Appearance**

Unless otherwise approved by the Board, the following design/construction requirements shall apply.

3.4.1 Roofing. The roof shall be a composition roof, concrete tile roof or other high quality roofing product with a minimum 30 year life expectancy that is appropriate for the climate and conditions as determined by the Board.

3.4.2 Siding. All siding materials shall be of masonry (including stucco, Dryvit, cultured stone, brick, stone, or similar material), and/or wood or wood type siding material. All paints or natural finishes shall be those colors commonly known as earth tones and shades of white or those colors deemed appropriate by the ARC.

3.4.3 Entry Walks, Porches and Decks. All front entry walks shall be concrete, brick pavers, stone, exposed aggregate or other appropriate hard surface material as designated by the ARC. All wood decks and wood porches shall be constructed of cedar or pressure-treated materials or other material designed to withstand exposure to the elements as defined by the ARC.

3.4.4 Driveways. All driveways shall be constructed of concrete except that driveways longer than 50 lineal feet in length can be constructed of asphalt paving starting at 50' from the entrance door to the garage.

3.4.5 Grading of Lots Adjacent to Right of Ways and Easements All property owners shall, prior to any activity on that owners or adjacent road right of way, be required to submit, to the board and to Skagit County, a site development plan for any and all grading activity in any slope or fill areas that are adjacent to or within any road right of ways or storm drainage easements areas. The Board and the Skagit County shall review any plans for grading in order to assure that such grading activity is not detrimental to the function of any roadway or drainage facility. Grading activity includes the placement of any retaining wall, landscaping, or movement of earth.

At the time that any lot owner submits for Architectural review of any proposed construction on any lot, the owner is required to submit a site improvement plan that provides adequate information concerning the intended or possible impact on the roadway fills, slopes or drainage facilities adjacent to the owners lot.

If it is determined by the Board or Skagit County that the proposed activity would be detrimental to any roadway slopes or drainage facilities, then the plans submitted shall be revised according to recommendations provided by the Board and or the Skagit County Permit Center.

In the event that any approved and installed improvements placed by a lot owner within the any road right of way or easement are later found to be detrimental to the function of any road right of way or drainage facility, then the County or the Board shall have the right to require



the lot owner at the lot owners own expense, to remove or alter said improvements such that the detrimental effect is mitigated.

**Section 3.5 Use Restrictions.**

**3.5.1 Residential Use.** The Lots shall be used only for single family residential purposes, and only one single family residence (and such accessory structures as are approved pursuant to this Article 3) shall be constructed on each Lot. Temporary "model homes" and real estate sales offices established for the purpose of marketing the Plat shall be considered a residential use until houses have been built and sold on all Lots.

**3.5.2 Maintenance of Buildings and Lots.** Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot and in such a manner as to not endanger neighboring structures or lots.

**3.5.3 Completion of Construction.** Any Structure erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started, however, with good cause shown, the Board may extend this term. All front landscaping must be completed within one month from the date of issuance of the certificate of occupancy, all side and rear landscaping must be completed within six (6) months of issuance of certificate of occupancy, however, with good cause shown, the Board may extend these term. All Lots shall be maintained in a neat and orderly condition during Construction.

**3.5.4 Parking.** No commercial-type trucks, campers, trailers, motorhomes, boats or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a rear yard area screened from adjoining lots, or in a screened or structured carport. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.

**3.5.5 Signs.** No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

**3.5.6 Animals.** No horses, livestock, poultry, reptiles, pigs or other non-domestic animals shall be kept on any lot. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals.



**3.5.7 Temporary Structures.** No Structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

**3.5.8 Clothes Lines.** No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

**3.5.9 Radio and Television Aerials and Satellite Dishes.** No television or radio aerial shall be erected or placed on any Lot. No rotary beams, separate towers or other similar devices shall be constructed on any Lot without the written approval of the Board. No satellite receiving dishes over 30" in diameter in size or other such electronic receiving devices shall be located on any Lot in a location that is visible from streets and roadways. All aerial and satellite dish installations must receive prior written approval from the Board. Satellite dishes over 30" in diameter shall be screened from view by adjacent lot owners with appropriate landscaping. Satellite dishes and receiving devices that are less than 30" in diameter shall be exempt from this regulation as long as they are mounted on the main home structure or accessory building and or ground mounted with appropriate landscape screening.

**3.5.10 Trash Containers and Debris.** All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition.

**3.5.11 Offensive Activity.** No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools (except in-home day care for not more than two children, provided that there shall be no external signage of such activity), shall be conducted or permitted on any Lot without prior written permission from the Board and the Skagit County Permit Center, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

**3.5.12 Underground Utilities.** No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners shall use underground service wires to connect any Structure to electric or telephone utility facilities.

3.5.13 Water Supply/Sewage Disposal. No individual water supply system or individual sewage system shall be permitted on any Lot.

3.5.14 Damage. Any damage to streets, Plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage.

3.5.15 Window Coverings. No newspapers, bed sheets or other makeshift window coverings shall be visible from the exterior of the Structure.

3.5.16 Wood Piles and Wood burning Appliances. No wood piles shall be located in any area that would be visible from the street frontage of the lot. No residence shall be permitted to use any wood burning fireplace or stove that is intended to in any way provide a primary source of heat for any space within any structure. Gas fired and wood pellet fired fireplaces and stoves shall be permitted as long as the appliances have a UL or Warnok Hearsey listing indicating that the appliance is safe to operate as a primary space-heating source. This regulation is intended to limit as much as practical the occurrence of airborne wood smoke particulate pollution.

3.5.17 Fences. All fences shall conform to the fence design criteria as designated by the ARC. Unless otherwise authorized by the Board, no fence, wall hedge or mass planting over three feet in height, other than foundation screening planting, shall be permitted to extend nearer to any street than the minimum setback line; however, nothing shall prevent erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall.

Section 3.6 Access Restrictions. No lot access is permitted to or from any Common Area unless permitted in writing by the Board.

Section 3.7 Fire Code Requirements. Any residence to be constructed in the Plat shall be required to be constructed in compliance with all Skagit County Fire District requirements concerning the display of address signs that are consistent with 911 emergency service requirements.

Section 3.8 Height of Structures and Obstruction of Views It is required that any structure that is built on any lot be done in a fashion that respects the fact that many of the lots have some territorial view that should be preserved when ever possible without unreasonable restricting the use and enjoyment of any lot owner. The Architectural Control Committee (ARC) shall be charged with the duty of reviewing all submitted plans and shall make reasonable efforts to balance the needs of the respective lot owners such that no lot owners primary territorial view is substantially obstructed. The maximum height of any structure shall be 35 feet measured from the anticipated average grade adjacent to the structure. The ARC shall have the right to allow heights in

excess of 35 feet only when it can be shown that a structure higher than 35 feet has little or no detrimental effect on neighboring properties.

#### ARTICLE 4. NOOKACHAMP HILLS PUD HOMEOWNERS ASSOCIATION.

Section 4.1 Form of Association. The Owners of Lots within the Property shall constitute the members of the Nookachamp Hills PUD Homeowners Association, a Washington nonprofit corporation to be formed by Declarant. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration, and the Association's Articles of Incorporation and Bylaws.

Section 4.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board"). The initial Board shall be as described in the Articles of Incorporation of the Nookachamp Hills PUD Homeowners Association and shall serve until the Transition Date. Except, however, so long as Declarant owns 20% of Lots within any phase of the Plat, the initial Board shall continue to function in its capacity as the Architectural Control Committee, as more particularly set forth in Article 3. At such time as the lots owned by Declarant constitute less than 20% of any Phase of the Plat, the duties of the Board set forth in Article 3, in its capacity as the Architectural Control Committee, shall be assumed by the Board elected to serve after the Transition Date. After the Transition Date, the Board shall consist of such numbers of members as provided for in the Articles of Incorporation and Bylaws of the Association. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed as Directors pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons, (i) the term of the initial Directors or their successors shall end, and (ii) the initial Directors and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, excepting only claims arising prior to the Transition Date.

Section 4.3 Qualification for Membership. Each owner of all or a portion of the fee interest in a Lot (including Declarant) shall be a member of the Association. Ownership of a Lot shall be the sole qualification for membership in the Association. Membership shall be appurtenant to and may not be separate from Ownership of any Lot, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the persons constituting the new Owners.

Section 4.4 Voting Rights. The Association shall have two (2) classes of voting membership:

**Class A:** Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner. Except with respect to contract purchasers, when more than one person holds an interest in any Lot, all such persons shall be members.

**Class B:** Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership effective on the Transition Date.

**Section 4.5 Voting.** If a Lot is owned by more than one person and only one of them is present or represented at a meeting, the one who is present or represented will represent the Owner. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a Person having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any Person with an ownership interest in the Lot, except in cases in which the Person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney, and the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners. Unless otherwise expressly provided in this Declaration, a quorum is present throughout any meeting of the Association if the Owners to which twenty five percent (25%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

**Section 4.6 Pledged Votes.** An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for 90 consecutive days or more, and such default is evidenced by acceptable notification to the Board by defaulting Owner's Mortgagee, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

**Section 4.7 Annual and Special Meetings.** Within one year following recording of the final plat, on a date selected by the Board, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than 30 days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Directors until a successor is elected at the next annual meeting. Each Lot shall be entitled to one

9811020155

BK1092PG0210

vote for each Director and the voting for Directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for ratification by the members, as more specifically provided in Section 7.1. Special meetings of the members of the Association may be called at any time upon not less than 14 days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

**Section 4.8 Books and Records.** The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers, and other records of the Association shall be available for examination by the Lot Owners, Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times as established by the Association's Rules, Regulations and Bylaws.

**Section 4.9 Transition Date.** The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. Prior to the Transition Date, Declarant shall be entitled to exercise all rights and powers of the Board and the Association. At Declarant's option, the Transition Date will be either: (i) the date designated by Declarant in a written notice to the Owners, which date may be by Declarant's election any date after this Declaration has been recorded; or (ii) the 120th day after Declarant has transferred to retail purchasers title to all Lots in the Property. For purposes of the foregoing clause (ii) transfer of title to a Lot by Declarant to any Participating Builder shall be disregarded and title to any Lot owned by Participating Builder shall not be deemed transferred for purposes of determining the Transition Date until the Lot is further transferred by Participating Builder to a purchaser who is not either a Participating Builder or Declarant.

**ARTICLE 5. NOTICES FOR ALL PURPOSES.**

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Director or mailed to the following address:

Board of Directors c/o  
Nookachamp Hills LLC  
160 Cascade Place Suite 211  
Burlington WA 98233

**9811020155**

BK1892PG0211

The Board's address may be changed from time to time by the execution and recording of an instrument in the real property Records of Skagit County, Washington which (i) refers to this Declaration and this Article V and (ii) sets forth the Board's new address which shall be a post office box designated by notification to all property owners as the official address of the Association.

#### ARTICLE 6. AUTHORITY OF THE BOARD.

Section 6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend, and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and resolutions may, without limitation, authorize voting by proxy or mail, or both, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming any interest in the Property.

Section 6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorneys' fees in the amount awarded by the Court.

Section 6.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association and maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity and of any planter islands and other landscaping, including trees planted in the road right of ways dedicated to Skagit County. The goods and services shall include (by way of illustration and not limitation) irrigation systems for landscaping maintenance, utility services for the Common Areas; policies of insurance; and maintenance, repair, landscaping, gardening and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary.

Section 6.4 Protection of Common Areas. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association, including but not limited to spending such funds and taking such action as is necessary to carry out the provisions of Section 6.5 hereof.



Section 6.5 Maintenance of Stormwater Facilities. The Board shall cause the Association to comply with the requirements of the Maintenance Plan, which shall be prepared by the Board, and shall include all of the costs associated with such compliance as part of the assessments provided in Article 7.

#### ARTICLE 7. BUDGET AND ASSESSMENT FOR COMMON EXPENSES

Section 7.1 Fiscal Year; Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable after formation of the Association, and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the Association, which shall include, without limitation, the costs of maintaining the Common Area during the ensuing fiscal year, and shall mail a summary of the budget to all of the Owners. Within thirty days after adoption by the Board, the Board shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of a majority of the votes, present at the meeting, in the Association are allocated or any larger percentage specified in the Articles or Bylaws reject the budget, in person or by proxy, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated costs. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a lump sum annual installment. The Board shall notify each Lot Owner in writing at least ten days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the improvement and maintenance of the Common Areas and provision of other goods and services described in Section 6.3.

Section 7.2 Certificate of Unpaid Assessments. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish, within seven (7) business days, a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees



of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

Section 7.3 Initial Contribution, Annual Assessments. Each Lot Owner, at the time of purchase of his/her lot, shall make a start-up contribution to the Association in the amount of \$100.00 (which shall supplement annual assessments to reimburse Declarant for construction, landscaping, maintenance and operating expenditures of and for Common Areas during the house sales period). For purposes of this Section 7.3 only, "Lot Owner" shall include Participating Builders. The initial annual assessment (which is in addition to the start-up fee) shall not be in excess of \$100.00 per year and shall be prorated for any partial year at the time of purchase of the Lot. Commencing on the first January 1 following the Transition Date, and continuing each year thereafter, the annual assessment shall not be increased by more than 15% without the approval of a majority of the members voting at a meeting duly called for such purpose. Notwithstanding the provisions set forth above, the Declarant shall not be liable for any fees or assessments assessed or due so long as Declarant owns any Lot within the Plat.

Section 7.4 Special Assessments; Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Improvements upon the Common Area storm drainage systems or any other area owned or required to be maintained by the Association, provided that such assessment shall be approved by a majority of the members voting at a meeting duly called for such purpose.

Section 7.5 Preparation of financial Statements In addition to the annual budget that is to be prepared by the board, the board shall retain the services of a Certified Public Accounting (CPA) firm that shall be charged with the duty of preparing annual financial statements for the association, preparing and filing any and all tax returns for the Association and reviewing and preparing an annual financial report to the members of the association for the expressed purpose of rendering an opinion concerning the financial status of the Association and to provide assurance to the Association members that all accounting done on the behalf of the Association has been done in a manner consistent with Generally Accepted Accounting Principles. If in the opinion of the CPA firm hired by the Association, there is found to be irregularities in the accounting, then it shall be required that the CPA firm conduct an audit of the books and records of the Association and prepared a audit report that shall be sent to the board for the expressed purpose of instituting corrective action such that and irregularity is corrected and all further accounting is done in a manner consistent with recommendations from the CPA firm.

#### ARTICLE 8. LIEN AND COLLECTION OF ASSESSMENTS.

Section 8.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances

from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

**Section 8.2 Lien May Be Foreclosed.** The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

**Section 8.3 Assessments are Personal Obligations.** In addition to constituting a lien on the Lot, all sums assessed by Association chargeable to any Lot together with interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

**Section 8.4 Late Charges and Interest on Delinquent Assessments.** The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than 10 days after the date when due. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

**Section 8.5 Remedies Cumulative.** The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

**Section 8.6 No Avoidance of Assessments.** No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.

**ARTICLE 9. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER.**

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

**ARTICLE 10. LIMITATION OF LIABILITY.**

So long as a Director, or Association member, or Declarant, acting on behalf of the Board or the Association, has acted in good faith, without willful or intentional misconduct, upon the basis of such actual information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such Person; provided that this Article shall not apply to the extent the liability of such person for such act, omission, error, or negligence is covered by any insurance actually obtained by the Board.

**ARTICLE 11. INDEMNIFICATION.**

Each Director, and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which such person may be a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by insurance actually obtained by the Board and except in such cases wherein such Director or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

**ARTICLE 12. INSURANCE.**

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance; comprehensive liability insurance; with such deductible provisions as the Board deems advisable; insurance, if available, for the protection of the Association's Directors, and representatives from personal liability in the management of the Association's affairs; and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

**ARTICLE 13. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.**

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Board are insufficient to repair, or restore or for which there are not insurance proceeds or insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or in a single lump sum amount. The Board shall notify each Lot Owner of any such special assessment not less than 20 days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring the Common Areas.

**ARTICLE 14. AMENDMENTS OF DECLARATION.**

After the Transition Date, any Lot Owner may propose amendments to this Declaration to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Persons entitled to vote, after notice has been given to all Persons entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of an amendment changing the voting power or portion of assessments appurtenant to each Lot. All other amendments shall be adopted if approved by at least 67% of all Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property Records of Skagit County, Washington.

**9811020135**

BK 1092 PG 0217

**ARTICLE 15. ANNEXATION AND SUBDIVISION.**

Residential property, including Common Areas, may be annexed or added to the Property by Declarant at any time prior to the Transition Date. Thereafter, residential property other than Common Areas may be annexed or added to the Property only with the consent of 67% of the Lot Owners. No Lot shall be subdivided or combined without the approval of all Lot Owners.

**ARTICLE 16. DURATION.**

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of 15 years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

**ARTICLE 17. RESERVATION OF DECLARANT'S RIGHT TO AMEND.**

Section 17.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration, prior to the Transition Date, as may be necessary to comply with Federal Home Loan Mortgage Corporation ("FMC") or Federal National Mortgage Association ("FNMA") or Federal Housing Administration ("FHA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC or FNMA or FHA or, if such amendment is necessary, in Declarant's sole opinion, for the efficient functioning of the Association, the Property, or the Plat.

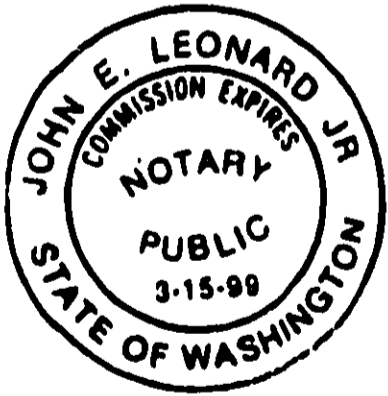
Section 17.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary so to amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 17.3 Duration. Declarant's rights under this Article 17 shall exist until the Transition Date.

STATE OF WASHINGTON  
( ) ss.  
COUNTY OF SKAGIT

On this day personally appeared before me Dan R Metzger, to me known to be the Managing Partner of Nookachamp Hills, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 14<sup>th</sup> day of Oct, 1998.



John E. Leonard Jr  
(Signature)

John E. Leonard Jr  
(Print Name)

Notary Public in and for the State of  
Washington, residing at Sedro-Woolley  
My commission expires 3/15/99

**ARTICLE 18. SEVERABILITY.**

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

**ARTICLE 19. EFFECTIVE DATE.**

This Declaration shall be effective upon recording.

**ARTICLE 20. ASSIGNMENT BY DECLARANT.**

Declarant reserves the right to assign, transfer, sell, lease, or rent all or any portion of the Property and reserves the right to assign or delegate all or any of its rights, duties, and obligations created under this Declaration

**DECLARANT:**  
Nookachamp Hills LLC  
a Washington Limited Liability Company  
By:



---

Dan R. Mitzel  
Managing Member  
Nookachamp Hills LLC



EXHIBIT A

July 10, 1998

LEGAL DESCRIPTION FOR: NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE I

Those portions of Sections 25 and 36, of Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the South quarter corner of said Section 25; thence North 89° 23' 49" West, along the South line of said Section a distance of 83.18 feet, to the Northeasterly margin of State Route 9, as shown on sheet 2 of 3, of Washington State Department of Transportation drawing titled "SR 9-MP 47.22 to MP 47.78-North Big Lake Vicinity"; bearing approval date of November 14, 1977; thence North 24° 00' 41" West, along said highway margin 189.74 feet, to the TRUE POINT OF BEGINNING; thence South 24° 00' 41" East, along said highway margin, a distance of 610.58 feet, to the North line of the South 935.00 feet, of the Northwest quarter of the Northeast quarter of said Section 36; thence South 89° 06' 52" East, along said North line a distance of 388.53 feet, to the East line of the West 490.00 feet, of said Northwest quarter of the Northeast quarter, thence South 2° 01' 17" West, along said East line 360.07 feet, to the North line of the South 575.00 feet, of said subdivision; thence South 89° 06' 52" East, along said North line a distance of 297.95 feet; thence South 0° 53' 08" West, 575.00 feet, to the South line of the North half of the Northeast quarter of said Section 36; thence South 89° 06' 52" East, along said South line 970.00 feet, to the West line of that certain tract conveyed to Public Utility District No. 1, of Skagit County, by deed recorded under auditor's file no. 9205120072; thence North 0° 53' 08" East, along said West line 200.00 feet to the Northwest corner of said tract; thence continue North 0° 53' 08" East, a distance of 327.78 feet; thence North 13° 18' 46" East, 63.28 feet; thence North 0° 50' 18" East, 178.34 feet; thence North 36° 52' 07" West, 341.57 feet; thence South 48° 07' 09" West, 167.94 feet; thence North 33° 48' 03" West, 207.27 feet; thence North 23° 42' 25" West, 180.45 feet; thence North 53° 36' 43" East, 222.67 feet; thence North 1° 35' 31" West, 65.17 feet; thence North 17° 01' 48" West, 92.73 feet; thence South 86° 06' 06" West, 159.70 feet; thence North 37° 26' 06" West, 154.69 feet, to the beginning of a non-tangent curve concave to the Southeast, whose radius point bears South 29° 10' 36" East, a distance of 970.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 2° 27' 12" an arc distance of 41.53 feet; thence North 16° 36' 14" West, 129.81 feet; thence along a curve to the right, having a radius of 65.00 feet, through a central angle of 28° 53' 42", an arc distance of 32.78 feet; thence North 12° 17' 28" East, 15.10 feet; thence along a curve to the right, having a radius of 149.00 feet, through a central angle of 16° 48' 42", an arc distance of 43.72 feet; thence North 29° 06' 10" East, 94.58 feet; thence along a curve to the left, having a radius of 176.00 feet, through a central angle of 50° 44' 40", an arc distance of 155.88 feet; thence North 21° 38' 30" West, 33.85 feet;

thence along a curve to the right, having a radius 15.00, through a central angle of 82° 04' 26", an arc distance of 21.49 feet; thence North 29° 34' 04" West, 60.00 feet, to the Northwesterly line of that certain easement as described under auditor's file no. 8212100052, that is further shown on that certain record of survey recorded in volume 13 of surveys, pages 4 and 5, records of Skagit County, Washington; thence South 60° 25' 56" West, along said line, a distance of 1391.30 feet; thence along a curve to right, having a radius of 30.00 feet, through a central angle of 95° 33' 23", an arc distance of 50.03 feet, to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

Containing 50.76 acres.

**9811020155**

J:\94277-s\sur\leg709.doc

BK1892 PG0222

1186 1998

0722 1232