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Attorney at Law
411 Main Street
Mount Vernon, Washington 98273



199909300080

Kathy Hill, Skagit County Auditor
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Declaration of Covenants, Conditions and Restrictions Short Plat No. 99-0007

GRANTORS: Paul N. Hagman and Debbie R. Hagman, husband and wife

GRANTEES: Paul N. Hagman and Debbie R. Hagman, husband and wife

LEGAL DESCRIPTION:

Lots 1, 2, 3, and 4 of Short Plat No. 99-0007 recorded under Auditor File No. 199909150089, being a portion of the West half of the East half of Section 4, Township 33 N. Range 4 E.W.M., Skagit County, Washington

**ASSESSOR'S PROPERTY TAX
PARCEL OR ACCOUNT NO.**

Lot 1 330404-1-002-0314 (P16290)
Lot 2 330404-1-002-0900 (P115751)
Lot 3 330404-1-002-1000 (P115752)
Lot 4 330404-1-002-1100 (P115753)

**REFERENCE #s OF DOCUMENTS
ASSIGNED/RELEASED:**

n/a

CONVEYANCE:

This Declaration is made on September 29, 1999, by Paul N. Hagman and Debbie R. Hagman, husband and wife (hereinafter referred to as "Declarant").

1. **Property.** The covenants, conditions, and restrictions set forth in this agreement shall burden the following property:

Lots 1, 2, 3, and 4 of Short Plat No. 99-0007, approved September 15, 1999, and recorded under Auditor File No. 199909150089, being a portion of the West half of the East half of Section 4, Township 33 N. Range 4 E.W.M., Skagit County, Washington

2. **View Easements**

- A. The Declarant hereby declares a view easement over and across a portion of Lots 1, 2, 3, and 4 described in Exhibit "A," hereafter referred to as View Area I.
- B. Declarant further declares a view easement over and across a portion of Lot 1 described in Exhibit "B," hereafter referred to as View Area II.

3. **Easements Appurtenant.** The View Easement declared in View Areas I and II in Paragraph 2A and 2B above shall be appurtenant to the lands described as Lots 1, 2, 3, and 4 of Short Plat No. 99-0007. Declarant hereby declares that all of the property described in Paragraph 1 above shall be held, sold, conveyed, and occupied subject to the easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property served by the easements (the "Benefited Properties"). These easements, covenants, conditions, and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the parcels or any of them individually described in Paragraph 1 above and shall inure to the benefit of the owners, successors, and assigns of the properties. A map of the View Easement Areas is attached as Exhibit "C," consisting of two pages, and is incorporated by this reference.

4. **Persons Enforcing Easement.** Furthermore, any conveyance, transfer, sale, assignment, lease, or sublease of the property described in Paragraph 1 above is hereby deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, the owners of the Benefited Properties described, and any first mortgagee of a benefited property.

5. **View Enhancement.** The primary purpose of this Declaration is to protect the views to the west, south, and north from the Benefited Properties. Nothing contained in the provision for View Easement shall be used to enhance or create a view which is nonexistent at the time of this Declaration. In order to preserve the views of the Benefited Properties, no construction of structures or buildings shall take place within View Areas I and II unless the owners of the benefited property shall consent in writing.

6. **Planting of New Trees and Vegetation.** The owners of the burdened property shall not plant any tree or vegetation in View Areas I and II having a mature height which will exceed 5' in the View Areas, as outlined in attached Exhibit C and as described in Paragraph 2 above without the express written consent of the benefited property owner who may be affected by the planting. In the event of breach of this provision, the benefited property owner may require removal of the offending vegetation at the burdened property owner's expense. In the alternative, or in the event of naturally occurring vegetation and trees in View Areas I and II, the owner of the benefited property is specifically authorized by this Declaration to enter upon the burdened property with full license for access for the purpose of removing any trees or vegetation which may exceed 5 feet in height, which in such instance shall be at the sole expense of the benefited property owner. Provided, however, that any marketable timber, which may hereafter grow upon the property of the burdened property owner within the View Areas, shall be the property of the burdened property owner (less cost of removal) notwithstanding any right of removal by the benefited property owners.

7. **Enforcement.** The benefited property owner or owners may seek enforcement of any of the covenants, conditions, or restrictions imposed by this Declaration and shall recover all costs incurred in such enforcement whether negotiated, stipulated, arbitrated, or determined by a

Declarations of Covenants,
Conditions and Restrictions - 2
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court, including reasonable attorney's fees and costs, including those on appeal, all of the same to be paid by the non-prevailing party. Further, no benefited property owner shall be required to post any bond as a condition of obtaining any injunctive relief to obtain enforcement of the covenants, conditions and restrictions set forth herein.

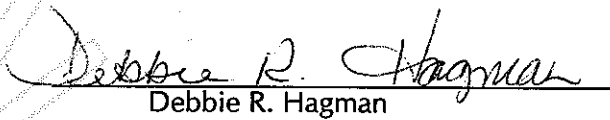
8. **Failure to Enforce.** No delay or omission on the part of the Declarant or any of the benefited property owners in exercising any rights, powers, or remedy herein provided in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Declarant for or on account of the Declarant's failure to bring any action on account of any breach of these covenants.

9. **Interpretation.** This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability and desirability of the Benefited Properties.

10. **Terms.** These covenants are to run with the land and shall be binding on all parties and all persons claiming unto them in perpetuity.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on September 29, 1999.



Paul N. Hagman


Debbie R. Hagman

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Paul N. Hagman and Debbie R. Hagman, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: September 29, 1999.


Notary Public
My appointment expires: Jan 6, 2000

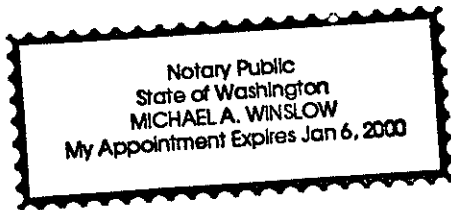


EXHIBIT "A"
VIEW AREA I
LEGAL DESCRIPTION

That portion of Lots 1, 2, 3, and 4 of Skagit County Short Plat No. 99-0007 according to that instrument recorded under Auditor's File No. 199909150089, records of Skagit County, Washington, described as follows:

Parcel 1:

The West 80 feet of Lots 2, 3, and 4 of said Short Plat No. 99-0007, as measured at right angles to the Westerly line of said Lots 2, 3, and 4.

Parcel 2:

That portion of Lot 1 of said Short Plat No. 99-0007 described as follows:

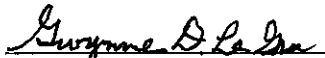
Beginning at the Northwest corner of Lot 2 of said Short Plat; thence N 2°39'45" W along the Northerly projection of the West line of said Lot 2, a distance of 150.00 feet; thence N 87°20'15" E along a line parallel to the North line of said Lot 2, a distance of 80.00 feet; thence S 2°39'45" E, a distance of 150.00 feet to a point on the North line of said Lot 2, which point bears N 87°20'15" E, a distance of 80.00 feet from the point of beginning; thence S 87°20'15" W along the North line of said Lot 2, a distance of 80.00 feet to the Point of Beginning.

Parcel 3:

That portion of Lot 1 of said Short Plat 99-0007 described as follows:

Beginning at the Southwest Corner of Lot 4 of said Short Plat; thence S 2°39'45" E along the Southerly projection of the West line of said Lot 4, a distance of 100.00 feet; thence N 87°20'15" E along a line parallel to the South line of said Lot 4, a distance of 80.00 feet; thence N 2°39'45" W, a distance of 100.00 feet to a point on the South line of said Lot 4, which point bears N 87°20'15" E, a distance of 80.00 feet from the point of beginning; thence S 87°20'15" W, a distance of 80.00 feet to the Point of Beginning.

All Situate in the County of Skagit, State of Washington.


GWYNNE D. LEGRO
Registered Professional
Engineer & Land Surveyor
License No. 3475
Date: 9-23-99

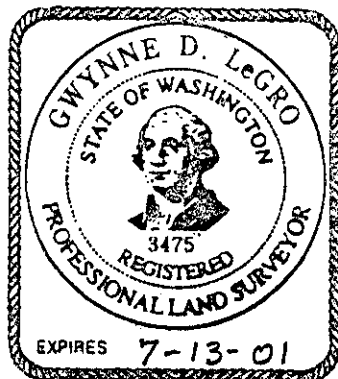


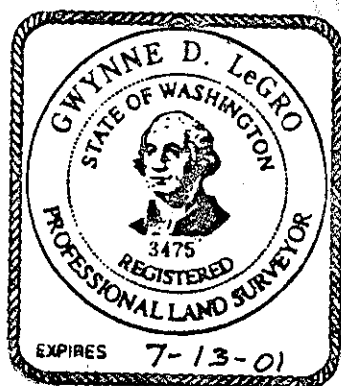
EXHIBIT "B"
VIEW AREA II
LEGAL DESCRIPTION

That portion of Lot 1 of Skagit County Short Plat No. 99-0007 according to that instrument recorded under Auditor's File No. 199909150089, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of Lot 2 of said Short Plat No. 99-0007; thence S 2°39'45" E along the West line of Lots 2, 3, and 4 and the Southerly projection thereof, a distance of 756.08 feet; thence N 82°05'47" W, a distance of 199.30 feet, more or less, to the Southeast corner of that tract of land conveyed to Public Utility District No. 1 of Skagit County, Grantee from Paul Hagman and Debbie Hagman, husband and wife, Grantor by that instrument dated March 17, 1995 and recorded March 20, 1995 under Auditor's File No. 9503200070, records of Skagit County, Washington; thence Northerly along the West line of said Lot 1 on the following courses and distances: N 4°45'04" E, a distance of 105.00 feet; thence N 17°19'00" W, a distance of 199.62 feet; thence N 4°45'04" E, a distance of 571.22 feet; thence S 85°14'56" E, a distance of 10.00 feet to the PC of a curve to the right having a radius of 310.00 feet and a central angle of 51°54'34"; thence along said curve to the right an arc length of 280.86 feet, more or less, to the point of intersection with the West line of said Lots 2, 3, and 4 as projected Northerly, which point bears N 2°39'45" W, a distance of 369.49 feet from the Northwest Corner of said Lot 2 and the point of beginning; thence S 2°39'45" E, a distance of 369.49 feet to the point of beginning of this view area description, and containing 4.52 acres.

Situate in the County of Skagit, State of Washington.

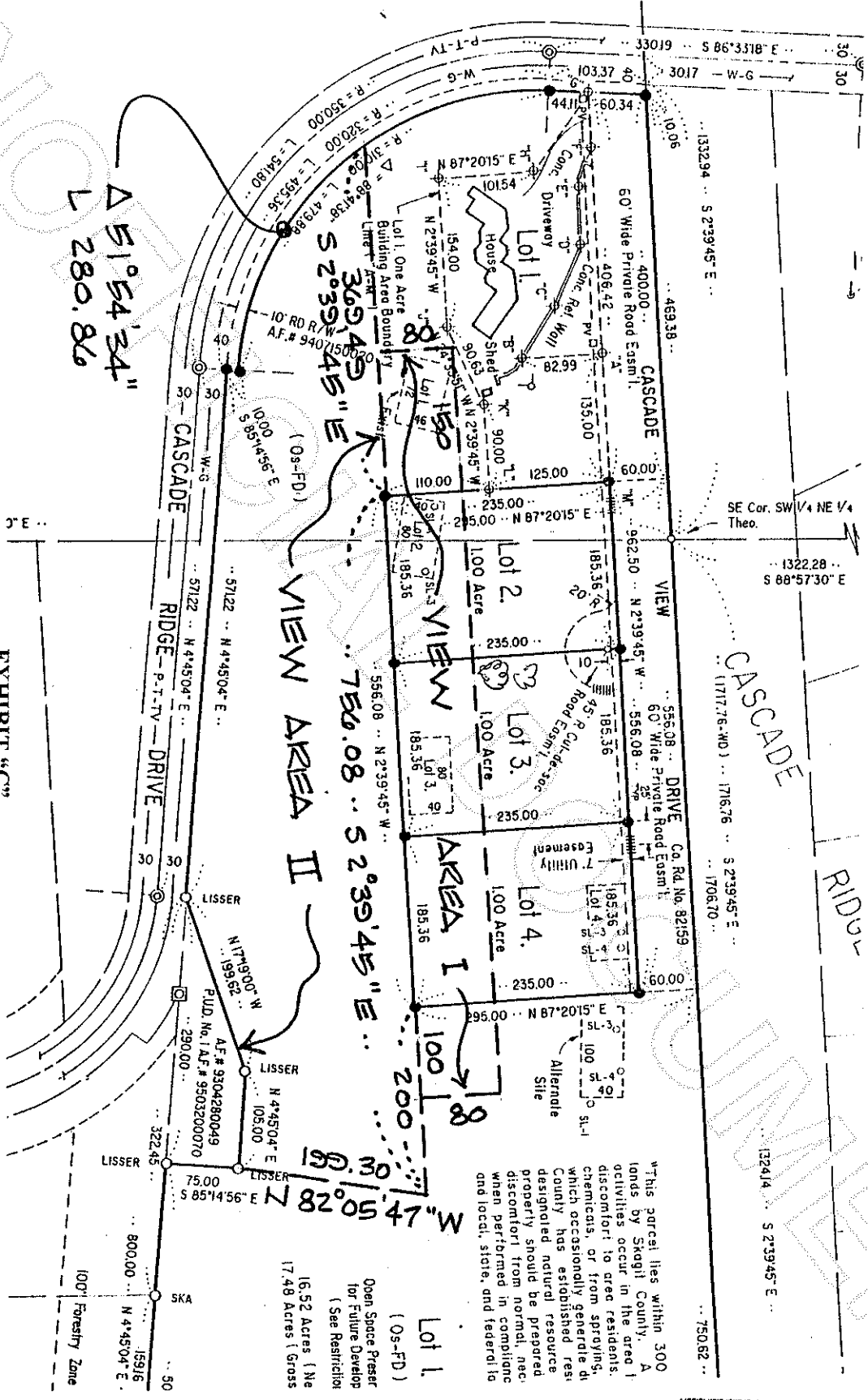
Gwynne D. Legro
GWYNNE D. LEGRO
Registered Professional
Engineer & Land Surveyor
License No. 3475
Date: 9-23-99



UNRECORDED

VIEW AREA INDEX MAP

EXHIBIT "C"



This parcel lies within 300 yards by Skagit County. Activities occur in the area including: tree residents, chemicals, or from spraying, which occasionally generate dust. County has established resource designated natural resource property from normal, need discomfort from normal, need when performed in compliance and local, state, and federal to

Lot 1.
(0s-FD)
16.52 Acres (Net)
17.48 Acres (Gross)
Open Space Preser
for Future Develop
(See Restriction

