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P.O. Box 5226
Bellingham WA 98227



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Skagit County Auditor

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ISLAND TITLE COMPANY

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ACCOMMODATION RECORDING

TITLE OF DOCUMENT:

Previs Settlement Agreement, in the Skagit County Superior Court Cause No. 01-2-00423-1 and No. 02-2-00560-1

Covenants

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:

GRANTOR:

Lakewood Park, L.L.C., and Randy and Katie Previs

GRANTEE:

The Plat of Lake Campbell Addition to the City of Anacortes, Skagit County, Washington, and Skagit County, a municipal corporation of the State of Washington

BRIEF LEGAL DESCRIPTION:

Portion of NE Corner Sec. 7, Twp 34 N, Rge 2 E, WM

Full legal description at Exhibit A of this document.

ASSESSOR'S PROPERTY TAX PARCEL NUMBERS:

P60765
P60766
P60769
P60771

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
LAKEWOOD PARK ASSOCIATION**

THIS DECLARATION (hereinafter "Declaration") is made this 22nd day of January, 2003, by Lakewood Park LLC, a Washington corporation and/or its assigns, and Randy S. Previs and Katie L. Previs, husband and wife (hereinafter all collectively referred to as "Declarant" or "Declarants").

WITNESSETH:

WHEREAS, Declarants are the owners in fee of certain real property situated in Skagit County, Washington, described as

See **Exhibit A**, attached hereto and fully incorporated herein.

The real property described in **Exhibit A**, together with all residences and other structures thereon constituting real property, now existing or to be constructed in the future, shall hereinafter be referred to as the "Property"; and

WHEREAS, the Declarants presently are developing the Property and intend to sell the Lots described in **Exhibit A** therein for residential use; and

WHEREAS, the Declarants desire that all the Property shall be subject to the terms and provisions of this Declaration as hereinafter provided; and

WHEREAS, the Declarants desire to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property as is now or may hereafter be submitted to this Declaration. The Declarants intend by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners (as hereinafter defined) of Lots within the Property; and

WHEREAS, the above recitals are a material part of this Declaration,

NOW THEREFORE, THE DECLARANTS hereby covenant, agree, and declare that all of the Property and any portion thereof will be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, and reservations, all of which are for the purpose of enhancing and protecting the value, accessibility, desirability and attractiveness of the Property.



ARTICLE I.

DEFINITIONS

1.1 "Act" shall mean The Washington Homeowners Association Act as set forth in Chapter 64.38 Revised Code of Washington.

1.2 "ARC" shall mean the Architectural Review Committee which may be created at the option of the Board of Directors.

1.3 "Association" shall mean **Lakewood Park Association**, a Washington Nonprofit Miscellaneous and Mutual Corporation, its successors and assigns, incorporated at the direction of the Declarants to manage the Common Areas and enforce the provisions of the Governing Documents.

1.4 "Board of Directors" or "Board" shall mean the body with primary authority to manage the affairs of the Association.

1.5 "Common Area" shall mean that portion of the Property owned, to be owned, or for which the Association has, or will have, maintenance responsibilities. Without limitation, Common Areas include the Joint-Use Road, Gatehouse, and the Park Access Trail. Easements for the Common Areas are further described in **Exhibit B**.

1.6 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the Association's Bylaws and Articles of Incorporation. Without limitation, such expenses include those necessary or desirable for maintaining, repairing, replacing, insuring or managing the Common Areas, along with taxes, other insurance, professional services and all other goods and services provided by the Association to its member.

1.7 "Conveyance" shall mean any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

1.8 "Declarant" or "Declarants" shall mean the parties to this Declaration and anyone to whom one or more parties assign their rights in writing as Declarant under this Document.

1.9 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions. The term shall also include any lawful amendments to this document.

1.10 "Design Guidelines" shall mean the standards described herein in Article VIII and enforced by the Board of Directors pursuant to Article VII.



1.11 "Developer" shall mean Lakewood Park, L.L.C., a Washington limited liability corporation, and Randy and Katie Previs, and/or their assigns.

1.12 "Foreclosure" shall mean a forfeiture or judicial or non-judicial foreclosure of a mortgage or a deed in lieu thereof.

1.13 "Governing Documents" shall mean the Declaration, the Plat, the Bylaws of the Association along with any Rules and Regulations adopted by the Board of Directors.

1.14 "Joint-Use Road" shall mean the common access road over the easement set forth in Article IV hereof which is intended to serve the Lots as residential access for ingress, egress and utilities. The easements for the Joint-Use Road are described and depicted on **Exhibit B**.

1.15 "Lot" or "Lots" shall mean one or more of those nine (9) parcels designated for separate ownership as described in **Exhibit A**. Where particular Lots are referred to herein by a Lot number, said Lot number corresponds to the parcel of the same number in **Exhibit A**.

1.16 "Lot Assessments" or "Assessments" shall mean assessments against Lots for Road Expenses or Common Expenses as provided for herein or by any supplementary declaration used for the purposes of promoting the health, safety, welfare, common benefit and enjoyment of the Owners of the Lots against which assessments are levied, and of maintaining the property within a given Lot or other parcel, all as may be specifically authorized from time to time by the Board of Directors of the Association and as more particularly authorized below. This shall also mean any charges or fines imposed by the Association, interest and late charges on any delinquent account, or costs of collection, including reasonable attorneys' fees incurred by the Association in connection with the collection of a delinquent Owner's account.

1.17 "Member" shall mean every person or entity that holds a membership in the Association.

1.18 "Mortgage" shall mean a mortgage, deed of trust or real estate contract.

1.19 "Native Growth Protection Area" shall mean that portion of the Property designated on **Exhibit B, pp. 4-6**, as Native Growth Protection Area ("NGPA"), and subject to the covenants set forth in Article 4.10 herein.

1.20 "Original Lot" shall mean one of the nine (9) parcels identified in **Exhibit A**.

1.21 "Owner" or "Owners" or "Lot Owner" shall mean the record Owner of a Lot, whether one or more persons or entities, but excluding those having such interest merely as security. A real estate contract purchaser of any Lot shall be deemed its Owner and not the real estate contract vendor of said Lot.



1.22 "Park Access Trail" shall mean a trail on the Property connecting with public park property. Said Park Access Trail is described in **Exhibit B, p. 3**, as Easement No. 6.

1.23 "Person" shall mean a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity.

1.24 "Property" shall mean that land, together with all residences and other structures thereon constituting real property, now existing or to be constructed in the future, located in Skagit County, Washington, and more particularly described at **Exhibit A** hereto.

1.25 "Protected Critical Area" shall mean that portion of the Property designated on **Exhibit B, pp. 4-6**, as Protected Critical Area ("PCA") in accordance with the critical areas ordinance of Skagit County, and which is subject to the easement ("PCA Easement") set forth Article 4.7.

1.26 "Purchaser" shall mean any person, other than the Declarant, who by means of a disposition acquires a legal or equitable interest in a Lot other than: (a) a leasehold interest, including renewal options, of less than twenty years; or (b) as security for an obligation.

1.27 "Real Property" shall mean any fee, leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Real Property" includes Lots and other parcels within the Property, with or without upper or lower boundaries, and spaces that may be filled with air or water.

1.28 "Residential Use" or "Residential Purposes" shall mean use for dwelling or recreational purposes, or both.

1.29 "Road Expenses" shall mean all costs incurred by the Association for maintenance, repairs, improvements, insurance premiums, or other reasonable expenses for the Joint-Use Road.

1.30 "Upkeep" shall mean care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction.

1.31 "Utilities" shall mean water, gas and/or electric utility lines, telecommunication, and cable transmission lines.



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ARTICLE II.

LOTS

2.1 Number and Location.

Lakewood Park contains nine (9) Lots which are described and depicted in **Exhibits A and B**. The location, boundaries, and dimensions are shown on **Exhibit A and B**.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership.

3.1.1 Qualification.

Each Owner (including Declarant), or real estate contract purchaser of a Lot, shall be deemed a member in the Association. Ownership of a Lot shall be the sole qualification for membership in the Association, and the membership of the Association at all times shall consist exclusively of all the Lot Owners. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or in any way affect the Owner's membership.

3.1.2 Transfer of Membership.

The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically and immediately to transfer membership in the Association appurtenant thereto to the new Owner thereof.

3.2 Voting.

3.2.1 Voting Rights.

Each Lot Owner has a right to vote at meetings of the Association, on such matters as may lawfully come before such meetings. Each Lot has one (1) vote.

3.2.2 Joint Owner Disputes.

The voting share for a Lot must be cast as a single vote, and split votes for Lots shall not be allowed. If only one of the multiple Owners of a Lot is present at a meeting of the



Association, in person or by proxy or by written ballot, said Owner is entitled to cast the vote for that Lot.

3.2.3 Proxies and Voting by Written Ballot.

Votes allocated to the Lots may be cast pursuant to a written ballot or written proxy, duly executed by the Lot Owner and delivered to the Association's Secretary or the Officer presiding at the meeting, in person or by mail, at or before the commencement of the meeting. An Owner of a Lot may not revoke a proxy given pursuant to this section except by written notice of revocation to the person presiding over a meeting of the Association. Any proxy is void if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy shall terminate eleven (11) months after its date of issuance.

3.2.4 Quorums.

A quorum is present throughout any meeting of the Association if the Owners of Lots to which at least thirty-four percent (34%) of votes in the Association are allocated are present in person or by proxy or by written ballot at the beginning of the meeting.

3.2.5 Lot(s) Owned by the Association.

In determining the percentage of votes required for a quorum or to approve any matter, the Lot(s) owned by the Association shall be disregarded.

3.3 Amendment.

3.3.1 Amendment Restrictions.

No provision pertaining to the Association, including without limitation all or part of these Covenants, Conditions, Restrictions, and Reservations or the Bylaws of the Association, shall be amended or modified except by the affirmative vote of seventy-five percent (75%) of all Lot Owners; provided that, none of the easements, covenants, or provisions set forth in Sections 4.7, 4.9 and 4.10 may be amended hereunder. Votes on said amendments or modifications shall be cast by written ballot either in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of said meeting.

3.3.2 Procedure for Amendment of Declaration

In all cases, the amendment when adopted shall bear the acknowledged signature of the President of the Association, who shall certify that the amendment was properly adopted. Every amendment to the Declaration must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Association and shall

contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto.

3.4 Meetings, Notices of Meetings.

3.4.1 Annual Meetings.

There shall be an annual meeting of the Association for the principal purpose of electing the Board of Directors, which shall be held on the second Tuesday of January of each year, or such other time as the Board of Directors may by resolution prescribe, at such reasonable place and time as may be designated by written notice of the Board of Directors delivered to the Owners not less than thirty (30) nor more than sixty (60) days prior to the date fixed for said meeting. The matters to be considered at such meeting are specified in the Bylaws of the Association.

3.5 Bylaws of Association.

3.5.1 Initial Bylaws.

Bylaws for the administration of the Association and the Property, and for other purposes not inconsistent with the Act and this Declaration have been or will be prepared by the Declarants, subject to the approval of the initial Board of Directors of the Association.

3.5.2 Amendment of Bylaws. See Paragraph 3.3 herein.

ARTICLE IV.

EASEMENTS AND COVENANTS

4.1 In General.

In consideration of the terms hereof and other valuable consideration, Declarant hereby confirms the grant to the Association of a permanent nonexclusive easement over, across, and under those portions of the Property identified as easements in **Exhibit B**, attached hereto and fully incorporated herein. Declarant further hereby confirms the grant of a permanent nonexclusive easement to the Owners of the Lots, running with the land over, under and across, those portions of the Property identified as easements in **Exhibit B, except for the PCA or the NGPA**. These easements are intended for the benefit of the Property, and to provide ingress and egress to Lots located therein and provide utilities thereto, and are intended for uses limited to those consistent with residential use. Each Lot has an easement in and through each other Lot and the Common Area for utilities and for lateral and/or subjacent support.



4.2 Easement for Association Functions.

There is hereby granted and reserved to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Declaration, the Bylaws, or the Rules and Regulations.

4.3 Easement for Joint-Use Road.

A perpetual easement is hereby granted to the Association and Owners over and across the easements as described and depicted on **Exhibit B** for ingress and egress, and utilities ("Joint-Use Road Easement"); provided that, this easement grant shall not apply to the NGPA or PCA designations shown on **Exhibit B**, pp. 4-6.

4.4 Easement for Utilities.

A nonexclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors or the Covenants Committee.

4.5 Easement for Gate and Gatehouse.

A nonexclusive perpetual easement is hereby granted to the Association for Common Area over, through, and across that portion of the Property described and depicted as Easement No. 1 on **Exhibit B**, for purposes of construction, maintenance, repair, and replacement of a gate, gatehouse and appurtenances, sprinkler system, and common landscaping ("Gatehouse Easement").

4.6 Easement for Emergency Access.

A nonexclusive perpetual easement is hereby granted on, over, under and across the Common Areas to all police, fire, ambulance and other rescue personnel for the lawful performance of their functions during emergencies.

4.7 Easement for Protected Critical Area.

A nonexclusive perpetual easement is hereby granted on, over, under and across that portion of the Property depicted on **Exhibit B**, pp. 4-6, as Protected Critical Area ("PCA") to the Association and Skagit County ("PCA Easement"). This PCA Easement is granted subject to and conditioned upon the following terms, conditions, and covenants.



4.7.1 Restrictions on Use.

The Declarant shall be responsible for maintaining and repairing the PCA and shall leave the PCA undisturbed in a natural state, except as otherwise provided. No clearing, grading, filling, logging or removal of woody material, building, construction or road construction of any kind or planting of non-native vegetation is allowed within the PCA except as currently exists, as described and depicted on **Exhibit B**, as noted in paragraph 4.7.2, or as specifically permitted by Skagit County on a case-by-case basis consistent with SCC 14.24.

4.7.2 Special Conditions.

4.7.2.1 Hazardous Tree Removal.

Declarant shall be allowed to remove hazardous trees from the PCA. A tree in the PCA shall be deemed hazardous when in the opinion of a certified arborist, it poses a substantial risk of harm to persons or property.

4.7.2.2 Storm Water Detention.

Declarant shall be allowed to use the PCA for purposes of storm water detention, subject to compliance with applicable local and state ordinances and regulations.

4.7.2.3 Passive Recreational Uses.

Declarant shall further be allowed to use the PCA for viewing wildlife, picnicking, and other passive recreational uses. Nothing in this subparagraph shall limit Declarant's rights of use reserved under Article 4.7.3, or any other provision herein.

4.7.2.4 Access and Emergency Access.

Except in the case of an emergency where a critical area or its buffer is threatened with immediate harm as determined by grantees, access to the easement rights granted herein shall be only after seven (7) days prior written notice by certified mail to Declarant.

4.7.2.5 Reversion of Easement Rights.

All easement rights over the PCA shall revert to Declarant in the event that the Critical Areas Ordinance of the local government with jurisdiction is repealed, and/or shall revert to the Declarant to the extent that said Critical Areas Ordinance becomes less restrictive and applicable portions of the Property are no longer considered critical areas. Any portion of the Property that becomes subject to this reversion, shall become part of the NGPA.



4.7.3 Reserved Rights of Declarant.

Declarant retains the right to the use and possession of the Property over which the PCA easement is granted. Low impact uses and activities, which are consistent with the purpose and function of the PCA and do not detract from its integrity may be permitted in the PCA depending on the sensitivity of the habitat involved. Examples of uses and activities which may be permitted in appropriate cases, with prior written approval from Skagit County and the Association, include additional pedestrian trails, viewing platforms, stormwater management facilities and additional utility easements. Said written permission shall not be unreasonably withheld, provided that, Declarant shall not to interfere with, obstruct or endanger the purpose or function of the PCA.

4.7.4 Declarant's Restoration Obligation.

Should any human disturbance of the PCA occur through no fault of Skagit County, the Declarant shall promptly restore the affected area to its previous condition.

4.7.5 Limitation on PCA Easement.

This PCA easement is intended to preserve the natural functions provided by the PCA. This PCA easement shall not be construed to provide open or common space accessible to the public or to limit the Declarant's right to exclude any member of the public, except as otherwise specifically provided herein. The portion of the Property subject to this PCA easement is not Common Area of the Association and individual Association members shall not have a rights of access to the PCA, except as otherwise specifically provided herein.

4.7.6 Mutual Indemnification.

Declarant shall hold Skagit County harmless from any damage or injury to any person or property resulting from the negligent acts or omissions of and to the extent caused by Declarant. Skagit County shall hold Declarant harmless from any damage or injury to any person or property resulting from the negligent acts or omissions of and to the extent caused by Skagit County.

4.7.7 Warranty of Title.

Declarant warrants that it owns the Property and has the lawful right to convey the PCA easement to Skagit County in perpetuity.

4.8 Easements for Declarant.

The Declarant reserves to itself and its any lawful successors an easement through the Common Area for any and all activities necessary or desirable to complete the development of the Property.



4.9 Covenant Prohibiting Further Subdivision of Nine (9) Lots.

The Declarant grants this covenant, for the benefit of Skagit County and the Association, prohibiting use of the Property for more single family residences than nine (9), together with allowed accessory and appurtenant uses for said residences. No further subdivision of the Property beyond the number of Lots described and depicted on **Exhibits A and B**, shall take place.

4.10 Establishment of Native Growth Protection Area.

The Declarant grants this covenant, for the benefit of Skagit County and the Association, establishing a Native Growth Protection Area ("NGPA") on the Property, at the locations depicted on **Exhibit B, pp. 4-6.**

4.10.1 Purpose of NGPA.

The purpose of the NGPA, as defined in these Covenants, Conditions, Restrictions, and Reservations is to facilitate the preservation and enhancement of natural areas on the Property. This NGPA covenant, however, does not mandate preservation of natural ecosystem functions. The NGPA is not a critical area, and therefore human activity is not intended to be as limited as in the PCA. The NGPA shall remain in a substantially natural state within which there shall be no clearing, grading, filling, building construction or placement or road construction, except as necessary to conduct one of the allowed or reserved uses and activities. No activity shall be undertaken in a NGPA that is inconsistent with the County's Critical Areas Ordinance, SCC 14.24.

4.10.2 Uses and Activities Allowed in the NGPA. The following uses and activities shall be allowed in the NGPA:

- A) Underground utility lines and drainage discharge swales; provided that, reasonable best efforts shall be made to locate drainage discharge swales outside the NGPA;
- B) Removal of hazardous trees, blackberry bushes, and noxious and invasive or non-native plants; provided that, the spraying of pesticides or herbicides shall not be allowed unless the Association Board or Skagit County determines that there is no other reasonably feasible method of control or removal; except that, nothing herein shall restrict any spraying intended to protect human life or health from potentially fatal health risks;



- C) Trimming of live underbrush, including native vegetation, at levels between approximately three (3) feet off the ground and eight (8) feet off the ground;
- D) Removal of dead trees, dead or dying vegetation, dead leaves, sticks, and other assorted detritus. The intent of this provision and subparagraph (C) above is to enable the creation of a park-like setting and to facilitate views through the woods in the NGPA.
- E) Placement and construction of fences;
- F) Drainfields or septic systems, together with appurtenances;
- G) Storm water detention facilities and related appurtenances;
- H) Pedestrian, bicycle, or equestrian trails;
- I) Picnicking, walking, bicycling, exercising pets, wildlife viewing, and other recreational activities not requiring use of motorized vehicles.

4.10.3 Reservation of Rights.

Declarant retains the right to the use and possession of the Property over which the NGPA is established. In addition to uses and activities allowed in the NGPA under Section 4.10.2, other low impact uses and activities which are consistent with the retention of the NGPA in a substantially natural state, shall be allowed with the prior written permission of the Association and Skagit County, so long as the purpose of the NGPA is not violated, and further provided that such permission shall not be unreasonably withheld.

4.10.4 Limitation on NGPA covenant.

This NGPA covenant shall not be construed to provide open space accessible to the public or to limit the Declarant's right to exclude any member of the public. This NGPA covenant shall also not be construed to create Common Area of the Association nor provide the Association or its members with a right of access; provided that, portions of the NGPA may be Common Area if expressly designated as Common Area for some other purpose elsewhere in this Agreement.



ARTICLE V.

**COMMON AREAS, JOINT-USE ROAD, PARK ACCESS TRAIL,
UTILITIES MAINTENANCE AND IMPROVEMENT**

5.1 Road.

5.1.1 Joint-Use Road Maintenance Standards.

The Joint-Use Road shall be maintained to the standards to which it is built, or to standards for a residential-use road with nine (9) single family residences as mandated by Skagit County, whichever is higher.

5.1.2 Private/Public Road Status.

The Joint-Use Road is a Common Area. It is anticipated that the Joint-Use Road shall be a private road maintained by the Association. However, in the event that the Association and Lot Owners dedicate the Joint-Use Road to Skagit County and upon acceptance by Skagit County of said dedication, all responsibilities of the Association and Lot Owners for the Joint-Use Road under Article V hereof shall terminate. It shall be the Association's responsibility to ensure that said dedication, and the acceptance thereof by Skagit County, includes access to the Joint-Use Road by all Lots, and also includes the termination of the Association's and the Owners' responsibilities regarding said Joint-Use Road.

5.2 Common Area, Park Access Trail, and Utilities Maintenance

5.2.1 Common Area, Gate, and Gatehouse

The Developer shall create and the Association shall maintain a Common Area at the location described in Easement No. 1 of **Exhibit B** for construction of a road, gate, gatehouse, sprinkler system, and common landscaping for the use and enjoyment of all Lot Owners ("Gatehouse Easement").

5.2.2 No Interference with Common Areas.

No Lot Owner shall obstruct any of the Common Area nor shall any Lot Owner place or cause or permit anything to be placed on or in any of the Common Area without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written consent of the Board of Directors

5.2.3 Maintenance, Repair and Replacement.

The Association is responsible for development, maintenance, repair, and replacement of the Common Area.



5.2.4 Park Access Trail

The Park Access Trail shall be located on that portion of the Property depicted on Easement No. 6 of **Exhibit B** and shall be a Common Area. The Association shall be responsible for the development, maintenance, repair and replacement of the Park Access Trail.

5.2.5 Utilities

Utilities shall be located on that portion of the Property as depicted on **Exhibit B** for utilities, which shall be a Common Area.

5.3 No Partition.

The Common Areas shall remain undivided and shall not be abandoned by act or omission, and no Lot Owner or other person may bring any action for partition or division of the Common Areas. Portions of the Common Areas which are not necessary for the habitability of a Lot may be conveyed or subjected to a security interest by the Association, if the Owners of Lots to which at least eighty percent (80%) of the votes in the Association are allocated, including eighty percent (80%) of the votes allocated to Lots not owned by the Declarant or an affiliate of the Declarant are cast for such action. Proceeds of the sale or financing of Common Areas are an asset of the Association.

5.4 Rights and Obligations of the Association.

The Association, subject to the rights and obligations of Owners set forth in the Declaration, shall be responsible for the maintenance and repair of the Joint-Use Road, Park Access Trail, Utilities, and all Common Area, any improvements thereon, and shall keep said Joint-Use Road, Park Access Trail, Utilities and all Common Area in good condition, order and repair, pursuant to the terms and conditions hereof. All Common Expenses and Road Expenses shall be paid by the Association. All such funds for Common Expenses and Road Expenses shall be collected from assessments paid by Lot Owners, as provided herein. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation or Bylaws, and every other right or privilege reasonably to be implied by the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

5.5 Incurring and Payment of Common Expenses.

The Board of Directors shall acquire and shall pay for, as Common Expenses, all goods and services deemed necessary or desirable for the proper functioning of the Association.



5.6 Acquisition of Property.

The Board may acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct.

ARTICLE VI.

PERMITTED USES, USE RESTRICTIONS AND RULES

6.1 Single Family Residential Use.

All Lots on the Property shall be limited to one single family residential use and uses accessory or appurtenant thereto as specified elsewhere herein. One guest house or caretakers house shall be permitted on each Lot four (4) acres or larger in size. No other uses shall be permitted.

6.2 Maintenance of Buildings and Lots.

Each Owner shall, at the Owner's sole expense, be responsible for the Upkeep of the interior and exterior of any and all structures on the Owner's Lot, as well as the Lot. The Owner shall keep the structure(s) and 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 any and all structures and the Lot, and in such a manner as to not endanger neighboring structures or Lots or unreasonably reduce, disturb or interfere with the value or enjoyment thereof.

6.3 Parking.

No commercial-type trucks, campers, trailers, motor-homes, boats, junk vehicles (as defined in RCW 4.55.010) or motorcycles shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage, in a screened or structured carport, or in a rear yard area screened from visibility from other Lots. No vehicles shall be parked overnight on the Joint-Use Road adjoining any Lot; except that such vehicles belonging to guests may occasionally be so parked for a period not to exceed twenty-four (24) hours. The Board of Directors may require removal of any such vehicle or equipment if not properly stored. If the same is not removed, the Board of Directors may cause removal at the risk and expense of the owner thereof, under such reasonable procedures as may be provided by the Rules and Regulations adopted by the Association.



6.4 Storage of Inoperable Equipment.

No inoperable or abandoned vehicles, automobiles, trucks, trailers, machinery or equipment, or parts thereof shall be stored outside on any Lot.

6.5 Signs.

No sign of any kind shall be displayed to the public view on any Lot except one non-illuminated sign of not more than six square feet which: (a) advertises the property for sale or rent; or (b) is used by a builder to advertise the property during construction; or (c) identifies the name and address of the Lot Owner.

6.6 Animals.

Dogs, cats or other household-type pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and provided they are restricted to the Owner's Lot. For purposes of this provision, commercial purposes shall mean operation of a kennel, boarding facility, or breeding facility and is not meant to restrict an occasional litter. Livestock, including horses, cattle and sheep, shall be permitted only with the conditions that they be limited in number to a maximum of one animal to every one acre of land owned, that the animals be kept in a sanitary fenced area and that such use be for the private pleasure of the Owner, incidental to a single-family residence and not for commercial purposes. Breeding livestock for hobby purposes shall be a permitted use. Swine and/or poultry shall not be kept on any Lot with acreage under five (5) acres; except that, up to five (5) chickens and one (1) rooster shall be permitted on Lots under five (5) acres. Notwithstanding any other provision herein, horse boarding and/or training shall be allowed on Lot 9.

The owner of any animal shall keep such animal properly attended and under such owner's control, and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to accumulate anywhere on the Common Area. Any person who keeps or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Lot Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal. The Board of Directors may at any time require the removal of any animal which it finds is or has become an unreasonable source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain.

6.7 Temporary Structures.

No structure of a temporary character, tent, shack, garage, barn, or other outbuildings shall be installed, placed or used on any Lot as a permanent dwelling; and no dwelling or residence shall be used for living purposes by more persons than it was designed to



accommodate in a sanitary, safe and comfortable manner in compliance with any and all applicable governmental regulations.

6.8 Antennae, 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 of Directors. No satellite receiving dishes greater than 30" in diameter in size or other such electronic receiving devices shall be located on any Lot in a location that is visible from roadways or any other Lot. Satellite dishes greater than thirty inches (30") in diameter shall be screened from view by adjacent Lot Owners with appropriate landscaping. Satellite dishes and receiving devices that are less than thirty inches (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.

6.9 Trash Containers and Debris.

All trash and/or waste shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining structures on nearby Lots or roadways, and shall be regularly and lawfully disposed of; provided that, temporary outside placement of garbage containers for collection once per week is allowed. No Lot or any portion of the Property shall be used as a dumping or burying ground for trash or rubbish of any kind.

Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Any such burning shall be conducted only in accordance with the terms of any governmental regulations or required permit. Trash containers shall be subject to regulation by the Board of Directors. No incinerator shall be kept or maintained upon any Lot.

6.10 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 on any Lot. All Owners shall use underground service wires to connect any structure to electric or telecommunications utility facilities.

6.11 Utility Work.

All water, electrical and sewer lines within the boundaries of each Lot shall be maintained or caused to be maintained in good order and repair by the Owner thereof, and any work respecting the repair or maintenance of such lines shall be performed with diligence and



without any undue disturbance to the occupants of other Lots except as may be reasonably necessary to accomplish such repair or maintenance work.

6.12 Wood Piles and Wood Burning Appliances.

No wood piles shall be located in any area that would be visible from the road frontage or another 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 or wood-pellet fired fireplaces and stoves shall be permitted as long as the appliances have a UL or Warnock Hersey 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.

6.13 Open Fires.

Open burning is not permitted on the Property, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

6.14 No Hunting, Trapping, or Firearms.

No hunting or trapping shall be permitted on any Lot, and the use of firearms is prohibited on any Lot.

6.15. Commercial Use.

No trade, business or other commercial or industrial enterprise shall be conducted or operated on any Lot, with the exception of home occupations as defined and permitted by the local zoning authority. Notwithstanding this limitation, horse boarding and/or training shall be allowed on Lot 9.

6.16 Surface Water Runoff.

No Lot shall be improved in such a way as to cause surface water runoff that damages or inconveniences other Lot Owners or contiguous properties or the owners thereof.

6.17 Reconstruction Requirement.

If a building or other major improvement located upon a Lot is damaged or destroyed by fire, earthquake or otherwise, the Owner thereof shall restore the site either (a) by repairing or reconstructing such building or improvement or (b) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Board of Directors permits a longer time period, such work must commence within four months and be completed within twelve months after the casualty. The four month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced



because of factors beyond the control of the Owner, provided that the Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work. No improvement or structure which has been partially or totally destroyed shall be allowed to remain in an unimproved state for more than twelve (12) months from the time of such damage or destruction.

Any reconstruction shall adhere to the requirements herein in Article VIII.

6.18 Clotheslines.

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 roadways adjoining the Lots.

6.19 Setbacks.

No structure shall be placed within thirty feet (30') of the property line of any Lot.

6.20 Park Access Trail.

The Park Access Trail is for pedestrian, equestrian, and bicycle access only. No motorcycles or other motorized vehicles are permitted on the Park Access Trail.

6.21 Motorized Vehicles.

No unlicensed or non-street legal motorized vehicles are permitted on the Joint-Use Road, PCA, NGPA, Park Access Trail, or any Common Area, without prior written consent of the Board of Directors.

6.22 Common Areas.

The Common Area shall be used for the intended purpose. No Owner shall make any private, exclusive or proprietary use of any Common Area. No Lot Owner shall obstruct any Common Area nor shall any Owner place or cause or permit anything to be placed on or in any Common Area without the approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written consent of the Board of Directors.

6.23 Interference with Association Personnel.

No Person shall engage or direct any employee of the Association on any private business of the Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

6.24 Effect on Insurance.



Nothing shall be done or maintained in any Lot or in the Common Area which will increase the rate of insurance on the Common Area or Lots without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or maintained in his or her Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area.

6.25 Offensive or Illegal Activity.

No noxious, offensive or illegal activity shall be carried on in any Lot or Common Area, nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Owners.

6.26 Compliance with Environmental Laws.

Use of the Lots and Common Areas may be subject to various federal, state and local laws, regulations and guidelines now in effect and/or hereafter enacted, relating to or affecting the Property, concerning the impact on the environment of construction, land use, and the maintenance and operation of structures located thereon. No Lot Owner shall cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would adversely affect the environment, except as required to protect human life or health, or do anything or permit anything to be done that would violate any of the said laws, regulations or guidelines. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of their expense.

6.27 Hazardous Substances.

A person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such person. No person shall improperly store within or release from a Lot or into the Common Areas any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Property or to the public health or safety, or the health or safety of any Lot Owners, any and all such substances being known herein as Hazardous Substances.

6.28 Noise.

No person shall cause any unreasonably loud noise anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.



6.29 Mining.

No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval or the Board of Directors.

6.30 No Chemical Dumping – Cause of Action for Violation.

No person shall dump, spill, or dispose of petroleum products, hazardous chemicals, pesticides, or any substance for which storage is prohibited under Article 6.27 at any location on the Property. The Association shall have a cause of action against any Lot Owner that causes or knowingly allows any part of any Lot or any part of the Property to be used for such dumping, spilling, or disposal. Remedies available to the Association in such action shall include injunctive relief, abatement, recovery of damages for all environmental harm caused and all clean-up costs necessary to restore the environmental condition of the Property, and any other relief otherwise available in law or equity. The Association shall be entitled to recover from the Lot Owner its costs and attorneys fees incurred in bringing any legal action under this section.

ARTICLE VII.

ARCHITECTURAL CONTROL

7.1 Authority of Board of Directors.

Architectural control will be accomplished by the Board of Directors. To promote visual harmony among the Lots, the Association, through its Board of Directors herein described, shall have the power and the duty to enforce architectural control by applying the Design Guidelines to the improvements constructed, in the manner herein provided. The Board of Directors shall have the authority to amend or adopt Design Guidelines to provide guidance to Owners provided that such Design Guidelines shall not be inconsistent with any provision in this Declaration. Design Guidelines amended by the Board of Directors shall be enforceable as if set forth herein in full.

The Board of Directors retains the right to delegate architectural control to an Architectural Review Committee (“ARC”).

7.2 Uniformity of Use and Appearance

The purpose of this Declaration is to assure, within the Association’s property jurisdiction, 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 Lot Owner that such uniformity of use be maintained as hereinafter provided. Construction guidelines are outlined in Article VIII.



Notwithstanding anything herein set forth, the construction of any structure shall comply with the more restrictive of either (a) the terms and conditions of this Declaration or (b) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

7.3 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 of Directors.

7.4 Submission of Plans.

Before commencing construction of any structure on any Lot, the Owner shall submit to the Board of Directors two complete sets of detailed building, construction, and 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".

7.5 Approval.

The Board of Directors shall act on all matters before it within forty-five (45) days after submission of a complete set of Plans. The decision 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.

The Board of Directors 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 other Lot or Lots, appropriateness of the proposed structure, or materials used therein. If the Board of Directors has not provided a Lot Owner with a written notice of objections to any construction within six (6) months after its completion, Board approval of said construction 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 of Directors shall be entitled to take whatever action it deems reasonably appropriate to enforce the provisions of this Declaration, including, without limitation, commencing an action against the Lot Owner.

The Board of Directors shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Owner, but describing the variance and the reasons therefore in writing which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed to comply.



Approval of any particular plans and specifications or design does not waive the right of the Board of Directors to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person.

The Board's approval of any Plans shall not constitute any warranty or representation whatsoever by the Board of Directors or any of its members that such 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 of Directors 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.

7.6 Governmental Permits.

Approval by the Board of Directors shall not relieve an Owner from the obligation to obtain any required governmental permits. The Owner shall deliver all approvals and permits required by law to the Board of Directors, as appropriate, prior to the commencement of any construction requiring such approval or permit. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an Officer, without incurring any liability on the part of the Board of Directors or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for personal injury or property damage arising therefrom.

7.7 Additions, Alterations or Improvements.

No person shall make any addition, alteration or improvement in or to any Lot, other than for normal Upkeep or natural landscaping, which is visible from the exterior of the Lot (excluding areas within a building's building envelope which are visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written consent of the Board of Directors. No Person shall change paint color or otherwise alter the exterior of any improvement, including the doors and windows, if such exterior is visible from another Lot or the Common Area, without the prior written consent of the Board of Directors; provided that, such consent is not required for ordinary maintenance. Any addition, alteration or improvement upon any Lot existing in violation of the Governing Documents shall be removed or altered to conform to the Governing Documents within thirty (30) days after notice from the Board of Directors of the violation.



ARTICLE VIII.

CONSTRUCTION

8.1 Size and Type of Construction.

8.1.1 The Lots shall be used only for single-family residential purposes and only one single-family residence per Lot shall be allowed. Buildings or structures accessory or appurtenant to one single family residential dwelling such as private garages, outbuildings, or barns and stables incidental to the use and care of livestock, are allowed. One guest house or caretaker's house shall be permitted on each Lot four (4) acres or larger in size.

8.1.2 The floor area of the main house structure, exclusive of open porches and garages, shall not be less than 2,000 square feet for a dwelling containing a single level, or 3,000 square feet for a dwelling containing two or more levels.

8.1.3 No structure shall exceed three (3) stories in height above the original ground level of the Lot, or exceed fifty (50) feet in height measured by the vertical distance from the average finished grade of the Lot on which the structural improvement is constructed to the average height of the highest gable of a pitch or hip roof. Chimneys and roof vents are not subject to the foregoing height restriction.

8.1.4 No mobile, pre-manufactured, or modular-type homes shall be constructed, installed or located on any Lot.

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

8.2 Appearance of Structures

Unless otherwise approved by the Board of Directors, the following Design Guidelines shall apply:

8.2.1 The roof shall be a slate, concrete tile, tile, wooden shake, wooden shingle or metal.

8.2.2 All siding materials shall be of masonry, rock, wood or stucco. All primary paints or natural finishes shall be those colors commonly known as earth tones and shades of white, or those colors deemed appropriate by the Board of Directors.

8.2.3 Covered decks, garages, carports, sheds, or outbuildings shall be of the same siding and roof material and style as the family residence, including roof pitch unless



otherwise approved by the Board of Directors; except that, Lot 9 shall be exempt from this provision.

8.3 No Deviation from Approved Plans.

Any person obtaining approval of the Board of Directors shall not deviate materially from the approved plans and specifications without the prior written consent of the Board of Directors.

8.4 View Covenant.

The Board of Directors may condition approval of construction within a Lot such that any permitted improvements shall not unreasonably compromise any scenic view visible from structures constructed on surrounding Lots.

8.5 Timing of Construction.

Any person obtaining approval of the Board of Directors as required by Article VII hereof shall commence construction or alteration in accordance with plans and specifications approved within six (6) months after the date of approval and shall substantially complete any construction or alteration within eighteen (18) months from the date construction is started. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped. With good cause shown, the Board of Directors may extend this term. If any such Person does not commence work within six (6) months after approval, then approval shall lapse.

ARTICLE IX.

**ASSESSMENTS AND LIENS FOR
COMMON EXPENSES AND ROAD EXPENSES**

9.1 Proportionate Share of Expense.

The total amount of the estimated funds required to pay for the Common Expenses and Road Expenses of the Association set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed equally against the Lots.

9.2 Levying of Lot Assessments for Expenses – Charge Against Lot.

There are hereby created “Lot Assessments” for Common Expenses and Road Expenses as may be from time to time authorized by the Board of Directors of the Association. Common Expenses and Road Expenses assessed shall be those expenses determined by the Board of Directors, pursuant to the definition of “Common Expenses” in section 1.6 and “Road Expenses”



in section 1.28 herein, to be for the benefit of the Association as a whole, consistent with the terms herein. Lot Assessments shall be allocated among all Lots within the Association in accordance with the terms set forth in this Article. Failure to pay such Lot Assessments in a timely manner may result in imposition of late charges as prescribed by the Board of Directors.

9.3 Payment.

Lot Assessments shall be paid in such manner and on such dates as may be fixed in writing by the Board of Directors and notice of such given to the Owners. The Board of Directors may adopt further payment policies which permit payment in installments under conditions to be determined by the Board of Directors.

9.4 Lot Assessments are also Personal Obligation of Owner.

Each Assessment shall be the joint and several obligation of the Owner(s) of the Lot to which the same are assessed as of the time the Assessment is due. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. No Lot Owner may exempt himself or herself from liability with respect to the Common Expenses or Road Expenses by waiver of the enjoyment of the right to use any Common Area or Joint-Use Road or by leasing, rental or abandonment of his or her Lot or otherwise. The failure or delay of the Board of Directors to adopt the Annual Budget for any year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his or her allocable share of the Common Expenses or Road Expenses as herein provided, and in the absence of an Annual Budget or adjusted Annual Budget, each Owner shall continue to pay (with or without notice) an Assessment at the rate established for the preceding fiscal year until an Assessment is made under a current Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Lot Owner.

9.5 Statement of Unpaid Assessments.

The Association, upon written request, shall furnish to a Lot Owner or a mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Lot.

9.6 Liability Following Conveyance of Lot.

A selling Lot Owner shall not be liable for the payment of any part of the Common Expenses assessed against his or her Lot subsequent to a sale, transfer or other Conveyance by him of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the Lot up to the time of the Conveyance without prejudice to the purchaser's right to recover from the selling Lot Owner the amounts paid by the purchaser therefore. The holder of a mortgage or other purchaser of a Lot who obtains the right of possession of the Lot through foreclosure shall not be liable for Assessments that became due



prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Lot Owners, including such mortgagee or other purchaser of the Lot. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale as provided above.

9.7 Lien.

All Lot Assessments, together with interest at the highest rate allowable under the law, along with costs, reasonable attorney's fees, and late charges, shall immediately be a charge and shall immediately be a continuing lien upon the Lot against which each Lot Assessment is made. If an Assessment is payable in installments, the Association has a lien for the full amount of the Assessment from the time the first installment thereof is due.

9.8 Perfection of Lien.

Recording of this Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of the county in which the Property is located.

9.9 Priority of Lien.

Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for real property taxes; or (b) liens for all sums unpaid on a first mortgage to an Owner duly recorded in the records of Skagit County and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument. All other entities acquiring liens or encumbrances on any Lot after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Lot Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

9.10 Collection of Lot Assessments.

Each Owner hereby expressly vests in the Association and its agents, the right and power to bring all actions against each Owner personally for the collection of such Lot Assessments as a debt, and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. The liens provided for in this Article shall be in favor of the Association, and shall be for the benefit of the Association. The Association shall have the power to bid at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the Association employs an attorney to enforce any lien, or the collection of any amount due, or to enforce compliance or specific performance of the Articles or Bylaws of the Association, Rules or Regulations adopted by the Association, or the provisions of this



Declaration, the Association shall be entitled to reasonable attorney's fees and costs incurred, including costs for title examination and insurance.

9.11 Enforcement of Lien.

The lien arising under this section shall be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight (8) months. The Association may elect to take a deed in lieu of foreclosure in any such proceeding.

9.12 Limitation of Lien Enforcement.

A lien for unpaid Assessments and the personal liability for payment thereof is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the amount of the Assessment sought to be recovered becomes due.

9.13 Rent Subject to Lien for Assessments.

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Lot that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Lots as and when due. If the rental is not paid, the receiver may obtain possession of the Lot, refurbish it for rental up to a reasonable standard for rental Lots, rent the Lot or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Lot, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this subsection, and a receiver shall not be appointed less than ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.

9.14 Remedies Cumulative.

The remedies provided are cumulative and the Board may pursue them concurrently, along with any other remedies which may be available under the law although not expressed herein.



ARTICLE X.

CONTRACTS

Each Owner hereby agrees that the Association may enter into such agreements for the performance of any or all of the functions of the Association with such persons or entities as the Association shall deem fit and proper in its judgment and discretion.

ARTICLE XI.

INSURANCE

11.1 Authority, Name of Insured.

The Board of Directors may obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors. All such insurance coverage shall be written in the name of the Association as trustee for each of the Owners in the Association.

11.2 Deductible.

The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association as a Common Expense. Funds to cover the deductible should be included in the Association's operating reserve account.

11.3 Insurance for Joint-Use Road, Park Access Trail, and Gatehouse.

The Association shall have authority to and shall obtain insurance for the Joint-Use Road, Park Access Trail, Gatehouse Easement property, and any other Common Area against damage in an amount sufficient to cover full repair or replacement in the event of damage or destruction. It may also obtain a broad form public liability policy covering all or part of the Common Area. Costs of such insurance shall be a Road Expense or Common Expense.

In the event of the damage or destruction of the Joint-Use Road, Park Access Trail, Gatehouse Easement property, or other Common Area, the Association shall upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions to as good a condition as they were when the loss occurred. The Association may contract with any licensed contractor for reconstruction or rebuilding of such destroyed portion.



ARTICLE XII.

RULES AND REGULATIONS

The Association and its Board of Directors is hereby authorized and empowered to adopt rules and regulations governing the use of the Common Area and the personal conduct of the Lot Owners and their guests thereon, and to establish penalties for the infraction thereof. Each Lot Owner shall be given written notice of said rules and regulations.

ARTICLE XIII.

REMEDIES AND WAIVER

13.1 Assessments, Claims. The remedies provided herein for collection of any Assessment or other charge or claim against any Lot Owner, for and on behalf of the Association, are in addition to, and not in limitation of, any other remedies provided by law.

13.2 Enforcement. Each Owner, and said Owner's guests and occupants, shall comply strictly with the Association's Bylaws, rules and regulations, and use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, restrictions and reservations set forth in this Declaration. The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the provisions contained in the Governing Documents. Without limiting the authority and powers conferred upon the Board of Directors by the Homeowners Association Act, the Board of Directors shall have the rights and powers described in the Bylaws.

After notice and an opportunity to be heard by the Board of Directors, and in accordance with rules and regulations adopted by the Board of Directors, the Board of Directors may levy reasonable fines for violations of the above (in addition to any late charges that may be assessed in connection with the late payment of assessments or other Association charges) in accordance with a previously established schedule adopted by the Board of Directors and furnished to the Owners, which violations shall cease immediately and which fines shall be paid within thirty (30) days. Failure to comply with this Declaration, the Bylaws, or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or by an aggrieved Owner. The Board of Directors shall have the right to record a notice of violation of this Declaration, the Bylaws, or rules and regulations, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose guests or occupants are responsible) for violating the foregoing.

13.3 The failure of the Association or the Declarant or of any of their duly authorized agents or any of the Owners to insist in any one or more instances upon the strict performance of or compliance with this Declaration or any of the Articles, Bylaws, or rules or regulations of the



Association, or to exercise any right or option contained therein, or to serve any notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right to enforce any of the provisions in the future, but such right to enforce any of the provisions of this Declaration or of the Articles, Bylaws, or rules or regulations of the Association shall continue and remain in full force and effect. No waiver of any provision of the Declaration or of the Articles, Bylaws, rules or regulations of the Association shall be deemed to have been made, either expressly or by implication, unless such waiver shall be in writing and signed by the Board of Directors of the Association pursuant to authority contained in a resolution of the Board of Directors.

ARTICLE XIV.

BENEFITS AND BURDENS RUN WITH THE LAND

The easements, covenants, conditions, restrictions, and reservations contained herein shall run with the land and shall be binding upon the Property and each portion thereof and all persons or entities owning, purchasing, leasing, subleasing or occupying any Lot on the Property, and upon their respective heirs, successors, and assigns. After the date on which the Declaration has been recorded, these easements, covenants, restrictions, reservations and conditions may be enforced by Skagit County, the Association, or Declarant who shall have the right to enforce the same, and also may be enforced by the Owner of any Lot. The Association is authorized to expend Association funds to enforce these easements, covenants, restrictions, reservations and conditions. Acceptance of an interest in a Lot or other portion of the Property shall be deemed acceptance of the terms and provisions of this Declaration, and any Conveyance hereafter of any portion or interest in the Property shall be subject to these easements, covenants, conditions and restrictions, and reservations.

ARTICLE XV.

COMPLIANCE WITH CODES AND ORDINANCES

All of the provisions of this Declaration shall be subject to compliance with the applicable municipal codes and ordinances. Where the Declaration's provisions are more permissive than the codes or ordinances allow, the Declaration's provisions shall yield to said codes and ordinances. Likewise, where the Declaration's provisions are more restrictive than the municipal codes and ordinances, the Declaration shall control.



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Skagit County Auditor

ARTICLE XVI.

LIMITATION OF LIABILITY

16.1 No Liability for Utility Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article XI, neither the Association nor the Board nor the Declarant shall be liable for any failure of any utility or other service obtained by the Board, or for injury or damage to person or property caused by the elements, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of liability for Common Expense Assessments shall be claimed or allowed for any such injury or damage, or for such inconvenience or discomfort.

16.2 No Bailment.

Neither the Board of Directors, the Association, any Owner nor the Declarant shall be considered a bailee of any personal property stored or placed on the Common Areas (including property located in vehicles parked on the Common Areas), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, nor shall they be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE XVII

MORTGAGEE PROTECTION

Any representative of a Mortgagee or the institutional insurer of any mortgage may attend and address any meeting which a Lot Owner may attend.

ARTICLE XVIII

GENERAL PROVISIONS

18.1 Word Usage. The singular wherever used herein shall be construed to mean the plural when applicable, and grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

18.2 Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part hereof, all of which are inserted conditionally on their being held valid in law and in the



event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if such invalid phrase, sentence, clause, paragraph, or section had not been inserted.

18.3 Effective Date. These Covenants, Conditions, Restrictions, and Reservations shall remain in full force and effect from the date of recording.

18.4 Rights and Duties. The rights and duties of the members shall be governed by the provisions of the Washington Homeowners' Association Act, Chapter 64.38 RCW (the "Act"), and of this Declaration. The Association and the Board of Directors shall have all the powers, authorities and duties set forth in said Act and in this Declaration.

18.5 Attorney's Costs. In the event the Association employs an attorney to enforce any provision of the Declaration, the Articles or Bylaws of the Association, or rules and regulations adopted by the Association the prevailing party in said action shall be entitled to an award of reasonable attorney's fees and costs incurred in said action.

18.6 Board as Attorney-in-Fact. Each Owner, by the act of becoming an Owner of a Lot, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas.

18.7 Power of Attorney. All Lot Owners hereby grant to the Association, upon the voting of an amendment, a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment to this Declaration and agree that said amendment when authorized and recorded as provided in this Article shall be binding upon their property and them and their respective heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment. All Lot Owners hereby acknowledge and agree that the power of attorney herein granted shall be deemed coupled with an interest and shall be irrevocable.

18.8 No Right of First Refusal. There is no right of first refusal in the Association limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot.

18.9 Notice. Any notice required by the Declaration, or the Articles or Bylaws of the Association, or the rules and regulations adopted by the Association shall be deemed properly given if mailed by ordinary mail to the last address furnished to the Declarant or the Association, and said notices shall be deemed given when deposited in a United States Post Office.

18.10 Mailing Addresses. Mailing addresses may be changed by notice in writing to the Secretary of the Association. New Lot Owners must supply their names and addresses, along



with the names and addresses of their respective Mortgagees, to the Secretary of the Association promptly after Conveyance.

18.11 No Business Authority. Nothing herein contained shall be construed to give the Board of Directors authority to conduct an active business for profit on behalf of all of the Owners or any of them.

EXECUTED the day and year first written above.

Lakewood Park LLC

By: [Signature]

Name/Title: Randy S Previs
Managing Member

[Signature]
Randy S Previs

[Signature]
Katie L. Previs

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Randy Previs signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Declarant Lakewood Park LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: January 28, 2003

[Signature]
NOTARY PUBLIC for the State of Washington.
My Commission expires 5/4/06



STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Declarant Randy S. Previs signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: January 28, 2003

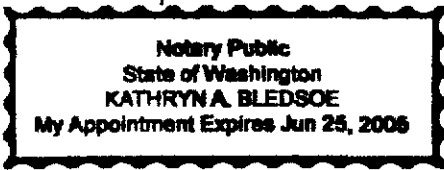


Karen Reich
NOTARY PUBLIC for the State of Washington.
My commission expires 5/4/06

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Declarant Katie L. Previs signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 1/28/03, 2003



Kathryn A. Bledsoe
NOTARY PUBLIC for the State of Washington.
My Commission expires 6/25/05



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Skagit County Auditor

EXHIBIT A, page 1

**LEGAL DESCRIPTION OF THE
PROPERTY**

P60765

LAKE CAMPBELL TO ANACORTES, BLOCK 40 41 42, LOT 1 TO 24, ACRES 4.31,
TOGETHER WITH EAST HALF OF VACATED TAYLOR AVENUE ADJACENT

P60766

LAKE CAMPBELL TO ANACORTES, BLOCK 18 20 22 24 26 44 AND 46, ACRES 13.01,
TOGETHER WITH SOUTH HALF OF VACATED MAPLE STREET LYING EASTERLY OF
THE CENTERLINE OF LINCOLN AVENUE AND WESTERLY OF CENTERLINE OF
CLEVELAND AVENUE AND WEST OF CENTERLINE OF GARFIELD AVENUE; ALSO
EASTERLY OF CENTERLINE OF GRANT AVENUE AND THE UNNAMED EASTERLY
MARGINAL STREET LYING BETWEEN THE PROLONGATIONS OF NORTH AND
SOUTH LINES OF MAPLE STREET; AND THE UNNAMED EASTERLY MARGINAL
STREET SOUTH OF MAPLE STREET ADJACENT TO BLOCKS 22, 23, 44 AND 45.
TOGETHER WITH EAST HALF OF VACATED TAYLOR AVENUE ADJACENT TO
BLOCK 18.

P60769

LAKE CAMPBELL TO ANACORTES LOTS 1 TO 8 & 17 TO 24 BLK 48

P60771

LAKE CAMPBELL TO ANACORTES, ACRES 14.14, BLOCKS 19, 21, 23, 25, 27, 43, 45, 47,
49 AND TOGETHER WITH THOSE PORTIONS OF VACATED STREETS AND ALLEYS
ADJACENT TO SAID BLOCKS ABOVE WHICH ATTACHED TO SAID BLOCKS BY
OPERATION OF LAW. ALSO TOGETHER WITH LOTS 1 - 6 AND LOTS 19 - 22 OF
BLOCK 50, AND TOGETHER WITH THOSE PORTIONS OF VACATED STREETS AND
ALLEY ADJACENT TO SAID LOTS OF BLOCK 50 WHICH ATTACHED TO SAID LOTS
BY OPERATION OF LAW. TOGETHER WITH SOUTH HALF OF VACATED MAPLE
STREET ADJACENT. ALSO TOGETHER WITH A PORTION OF POPLAR STREET,
TAYLOR AVENUE, AND THE ALLEY IN BLOCK 50 IN THE PLAT OF LAKE
CAMPBELL ADDITION TO THE CITY OF ANACORTES, DESCRIBED AS FOLLOWS:
THE EAST HALF OF TAYLOR AVENUE LYING SOUTH OF MAPLE STREET
INCLUDING THOSE PORTIONS OF CEDAR STREET, PINE STREET, AND THE SOUTH
HALF OF POPLAR STREET LYING WEST OF THE EAST LINE OF TAYLOR AVENUE
AND ADJACENT TO LOTS 1-6 OF BLOCK 50; THE WEST HALF OF TAYLOR AVENUE
LYING SOUTH OF THE CENTERLINE OF POPLAR STREET AND NORTH OF THE
EASTERLY EXTENSION OF THE CENTERLINE OF THE ALLEY IN EXTENSION OF THE
WEST LINE OF LOT 6, BLOCK 50 AND WEST OF THE CENTERLINE OF TAYLOR
AVENUE; ALL OF THE ALLEY LYING BETWEEN LOTS 3, 4, 5, 6, 19, 20, 21 & 22 BLOCK
50; THE NORTH HALF OF THE ALLEY LYING ADJACENT TO LOTS 1 AND 2, BLOCK
50; ALL AS SHOWN ON THE PLAT OF "LAKE CAMPBELL ADDITION TO THE CITY OF
ANACORTES. ALSO TOGETHER WITH THE EAST HALF OF VACATED TAYLOR
STREET ADJACENT TO BLOCK 27 AND 49.



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EXHIBIT A, page 2

**LEGAL DESCRIPTION OF
INDIVIDUAL LOTS ON PROPERTY**

LOT 1

Block 22 and Block 23, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said Blocks by operation of law.

LOT 2

Block 44, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said Block by operation of law.

LOT 3

Block 45, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said Block by operation of law; AND TOGETHER WITH that portion of the south 60 feet of the northwest quarter of the northwest quarter of Section 8, Township 34 North, Range 2 East, W.M. lying west of Miller Road.

LOT 4

Block 43 and Block 46, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said Blocks by operation of law.

LOT 5

Block 24 and Block 25, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said Blocks by operation of law.



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EXHIBIT A, page 3

**LEGAL DESCRIPTION OF
INDIVIDUAL LOTS ON PROPERTY**

LOT 6

Block 20 and Block 21, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said Blocks by operation of law.

LOT 7

Block 42 and Block 47, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said Blocks by operation of law.

LOT 8

Block 40, Lots 13 through 24 of Block 41, Block 48, Block 49, Lots 1 through 6 and Lots 19 through 22 of Block 50, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said lots and blocks by operation of law.

LOT 9

Block 18, Block 19, Block 26, Block 27, Lots 1 through 12 of Block 41, "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington; TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said lots and blocks by operation of law.



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INGRESS, EGRESS AND UTILITY EASEMENT
LEGAL DESCRIPTIONS

Non-exclusive easements for ingress, egress and utilities over, under and through a portion of the northwest quarter of the northwest quarter of Section 8, Township 34 North, Range 2 East, W.M. and over, under and through portions of the Plat of "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES", filed in Volume 2 of Plats at Page 88, records of Skagit County, Washington, lying in the north half of the northeast quarter of Section 7, Township 34 North, Range 2 East, W.M. described as follows:

EASEMENT No. 1

A sixty (60) foot wide easement, the centerline of which is described as beginning at the intersection of the north line of the south 30 feet of the northwest quarter of the northwest quarter of Section 8, Township 34 North, Range 2 East, W.M. with the westerly right of way line of Miller Road; thence N88°16'57"W parallel with the south line of said northwest quarter of the northwest quarter, a distance of 292.55 feet to the west line of said northwest quarter of the northwest quarter and terminus of this centerline description.

EASEMENT No. 2

A fifty (50) foot wide easement, the centerline of which is described as beginning at the intersection of the west line of the east 25 feet of Section 7, Township 34 North, Range 2 East, W.M. with the south line of the Plat of "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES"; thence N00°49'50"E parallel with the east line of said Section 7, a distance of 193.99 feet to Point "A"; thence on a sixty (60) foot wide easement lying 35 feet left and 25 feet right of the following described centerline; N00°49'50"E, a distance of 249.86 feet to Point "B"; thence N00°49'50"E, a distance of 69.54 feet to the centerline of Pine Street as shown on said Plat of "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" and terminal point of this centerline description.

EASEMENT No. 3

A fifty (50) foot wide easement, the centerline of which is described as beginning at Point "A" in EASEMENT No.2 above; thence westerly along a curve to the left having a radius of 176.83 feet, a central angle of 19°59'26", an arc length of 61.70 feet and a chord bearing of S80°50'06"W; thence S70°50'24"W, a distance of 119.81 feet to the point of curvature of a



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EXHIBIT B, page 2

curve to the right having a radius of 115.00 feet; thence westerly along said curve through a central angle of $53^{\circ}40'00''$ and an arc length of 107.72 feet to the point of reverse curvature with a curve to the left having a radius of 115.00 feet; thence westerly along said curve through a central angle of $71^{\circ}55'36''$ and an arc length of 144.37 feet; thence $S52^{\circ}34'49''W$, a distance of 89.29 feet to the point of curvature of a curve to the right having a radius of 115.00 feet; thence westerly along said curve through a central angle of $96^{\circ}47'38''$ and an arc length of 194.28 feet; thence $N30^{\circ}37'34''W$, a distance of 42.43 feet to the point of curvature of a curve to the left having a radius of 115.00 feet; thence northwesterly along said curve through a central angle of $28^{\circ}48'46''$ and an arc length of 57.83 feet; thence $N59^{\circ}26'20''W$, a distance of 30.00 feet to Point "C"; thence continuing $N59^{\circ}26'20''W$, a distance of 25.00 feet to point "D" and terminus of this centerline description.

EASEMENT No. 4

A thirty (30) foot wide easement, the centerline of which is described as beginning at Point "C" in EASEMENT No.3 above; thence $N30^{\circ}33'40''E$, a distance of 54.85 feet to the point of curvature of a curve to the left having a radius of 115.00 feet; thence northerly along said curve through a central angle of $61^{\circ}21'50''$ and an arc length of 123.17 feet to the point of reverse curvature with a curve to the right having a radius of 115.00 feet; thence northerly along said curve through a central angle of $38^{\circ}36'00''$ and an arc length of 77.47 feet; thence $N07^{\circ}47'49''E$, a distance of 99.77 feet; thence $N33^{\circ}35'16''E$, a distance of 45.00 feet to the centerline of Garfield Avenue as shown on said Plat of "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES"; thence $N00^{\circ}34'11''E$ along the centerline of said Garfield Avenue, a distance of 222.96 feet to the intersection with the centerline of Cedar Street as shown on said Plat and terminus of this centerline description.

EASEMENT No. 5

A thirty (30) foot wide easement, the centerline of which is described as beginning at Point "D" in EASEMENT No. 3 above; thence $N59^{\circ}26'20''W$, a distance of 10.43 feet to the point of curvature of a curve to the left having a radius of 115.00 feet; thence westerly along said curve through a central angle of $52^{\circ}26'37''$ and an arc length of 105.26 feet; thence $S68^{\circ}07'03''W$, a distance of 205.16 feet to the point of curvature of a curve to the right having a radius of 317.60 feet; thence westerly along said curve through a central angle of $28^{\circ}55'00''$ and an arc length of 160.29 feet to the point of compound curvature with a curve to the right having a radius of 123.19 feet; thence northwesterly along said curve through a central angle of $73^{\circ}31'38''$ and an arc length of 158.09 feet to Point "E" which point is on the centerline of Poplar Street in the Plat of "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES"; thence continuing northerly along said curve through a central angle of $19^{\circ}08'47''$ and arc length of 41.17 feet;



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EXHIBIT B, page 3

thence N09°42'27"E, a distance of 96.75 feet to the centerline of the alley in Block 41 of said plat and the terminus of this centerline description.

EASEMENT No. 6

A ten (10) foot wide easement for ingress and egress only lying, adjacent to, contiguous with and on the right side of the line described as beginning at Point "E" in EASEMENT No.5 above; thence N89°20'46"W along the centerline of Poplar Street as shown on the Plat of "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES", a distance of 443.18 feet to its intersection with the centerline of Taylor Avenue as shown on said plat; thence N00°10'52"E along the centerline of said Taylor Avenue, a distance of 820.58 feet to its intersection with the centerline of Maple Avenue as shown on said Plat and the terminus of this line description.

EASEMENT No. 7

The initial point of the centerline of this 30 foot wide easement description is Point "B" described in EASEMENT No. 2 above; thence N89°10'10"W, a distance of 20.00 feet; thence N75°57'11"W, a distance of 45.00 feet; thence N72°28'58"W, a distance of 81.25 feet; thence N48°28'42"W, a distance of 41.61 feet; thence N07°32'08"E, a distance of 30.50 feet to the centerline of Pine Street as shown the said Plat of "LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES" and the terminus of this centerline description.

That portion of the Property encumbered by the aforementioned easements shall be considered Common Area.



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DEVELOPMENT PLAN OF
LAKEWOOD PARK
AS PROPOSED BY SEAVESTCO, INC.
IN
A PORTION OF THE PLAT OF LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES
TOTAL AREA - 44.98 ACRES

TABLE 1 - LOT SCHEDULE

LOT NO.	ACRES	SQ. FT.
1	0.14	3,160
2	0.14	3,160
3	0.14	3,160
4	0.14	3,160
5	0.14	3,160
6	0.14	3,160
7	0.14	3,160
8	0.14	3,160
9	0.14	3,160
10	0.14	3,160
11	0.14	3,160
12	0.14	3,160
13	0.14	3,160
14	0.14	3,160
15	0.14	3,160
16	0.14	3,160
17	0.14	3,160
18	0.14	3,160
19	0.14	3,160
20	0.14	3,160
21	0.14	3,160
22	0.14	3,160
23	0.14	3,160
24	0.14	3,160
25	0.14	3,160
26	0.14	3,160
27	0.14	3,160
28	0.14	3,160
29	0.14	3,160
30	0.14	3,160
31	0.14	3,160
32	0.14	3,160
33	0.14	3,160
34	0.14	3,160
35	0.14	3,160
36	0.14	3,160
37	0.14	3,160
38	0.14	3,160
39	0.14	3,160
40	0.14	3,160
41	0.14	3,160
42	0.14	3,160
43	0.14	3,160
44	0.14	3,160
45	0.14	3,160
46	0.14	3,160
47	0.14	3,160
48	0.14	3,160
49	0.14	3,160
50	0.14	3,160
51	0.14	3,160
52	0.14	3,160
53	0.14	3,160
54	0.14	3,160
55	0.14	3,160
56	0.14	3,160
57	0.14	3,160
58	0.14	3,160
59	0.14	3,160
60	0.14	3,160
61	0.14	3,160
62	0.14	3,160
63	0.14	3,160
64	0.14	3,160
65	0.14	3,160
66	0.14	3,160
67	0.14	3,160
68	0.14	3,160
69	0.14	3,160
70	0.14	3,160
71	0.14	3,160
72	0.14	3,160
73	0.14	3,160
74	0.14	3,160
75	0.14	3,160
76	0.14	3,160
77	0.14	3,160
78	0.14	3,160
79	0.14	3,160
80	0.14	3,160

Legend

• 1/8" or less depth public cop road

○ 1/8" or less depth private cop road

○ 2" or less depth private cop road

○ 4" or less depth private cop road

○ 6" or less depth private cop road

○ 8" or less depth private cop road

○ 10" or less depth private cop road

○ 12" or less depth private cop road

○ 14" or less depth private cop road

○ 16" or less depth private cop road

○ 18" or less depth private cop road

○ 20" or less depth private cop road

○ 22" or less depth private cop road

○ 24" or less depth private cop road

○ 26" or less depth private cop road

○ 28" or less depth private cop road

○ 30" or less depth private cop road

○ 32" or less depth private cop road

○ 34" or less depth private cop road

○ 36" or less depth private cop road

○ 38" or less depth private cop road

○ 40" or less depth private cop road

○ 42" or less depth private cop road

○ 44" or less depth private cop road

○ 46" or less depth private cop road

○ 48" or less depth private cop road

○ 50" or less depth private cop road

○ 52" or less depth private cop road

○ 54" or less depth private cop road

○ 56" or less depth private cop road

○ 58" or less depth private cop road

○ 60" or less depth private cop road

○ 62" or less depth private cop road

○ 64" or less depth private cop road

○ 66" or less depth private cop road

○ 68" or less depth private cop road

○ 70" or less depth private cop road

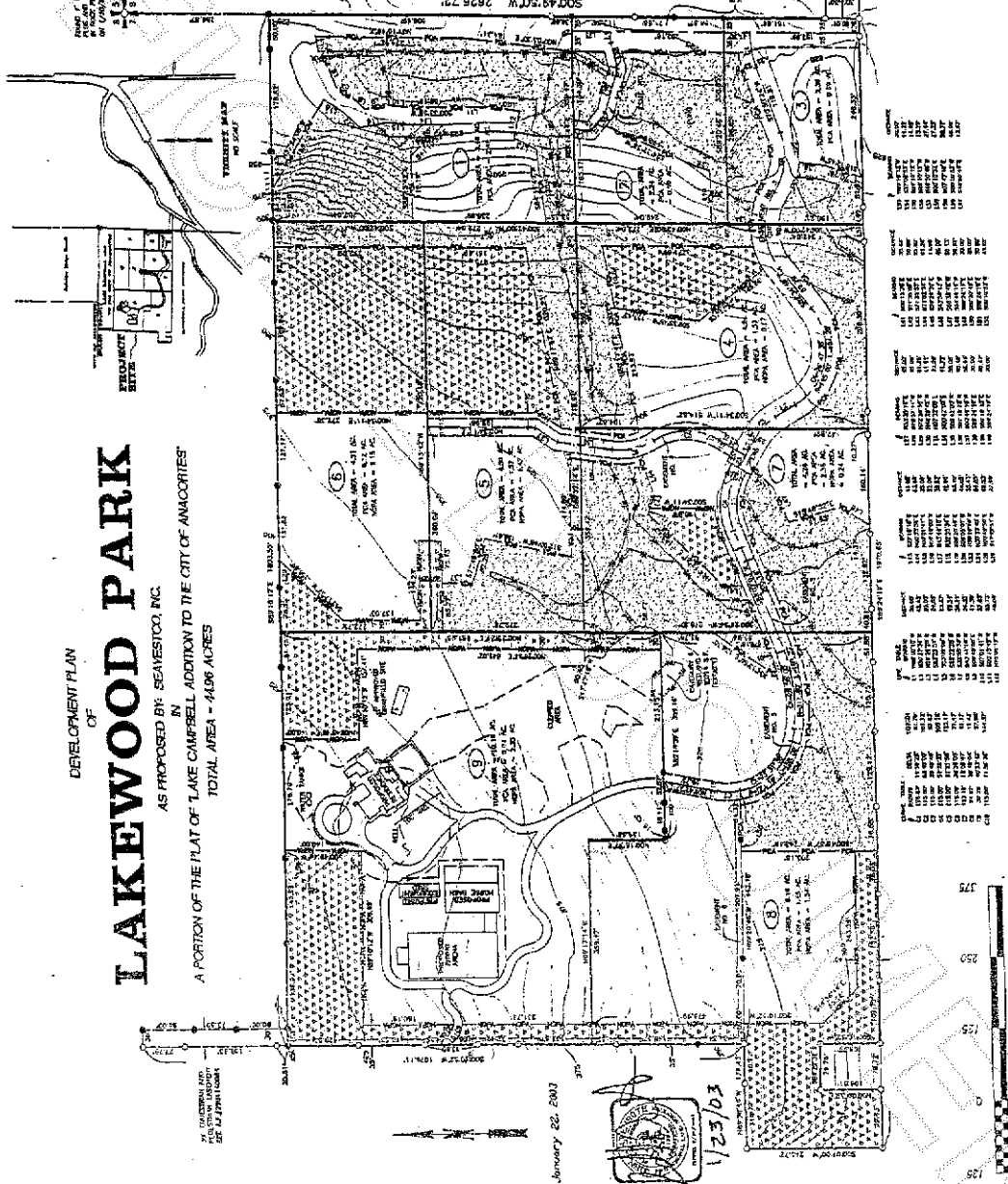
○ 72" or less depth private cop road

○ 74" or less depth private cop road

○ 76" or less depth private cop road

○ 78" or less depth private cop road

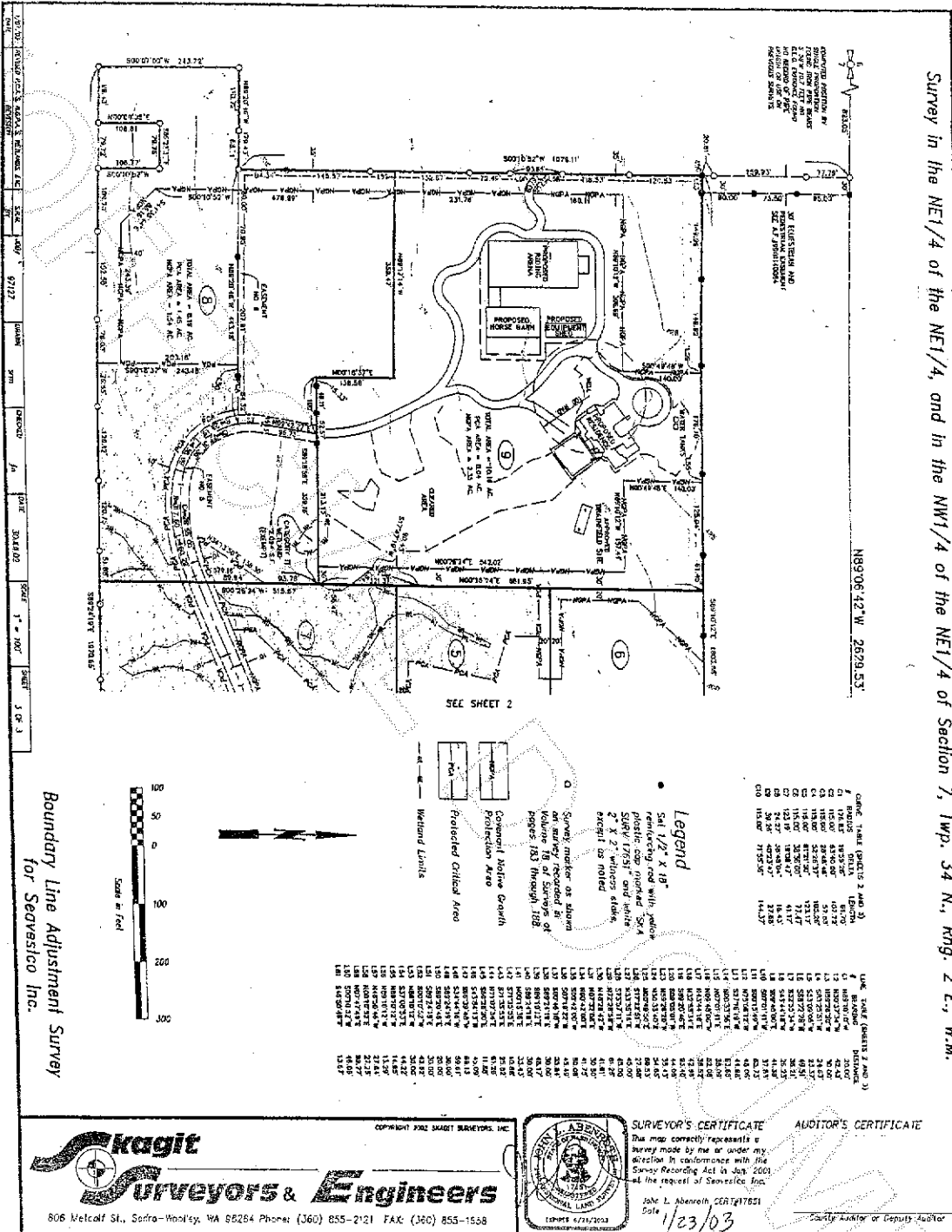
○ 80" or less depth private cop road



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EXHIBIT B page 5

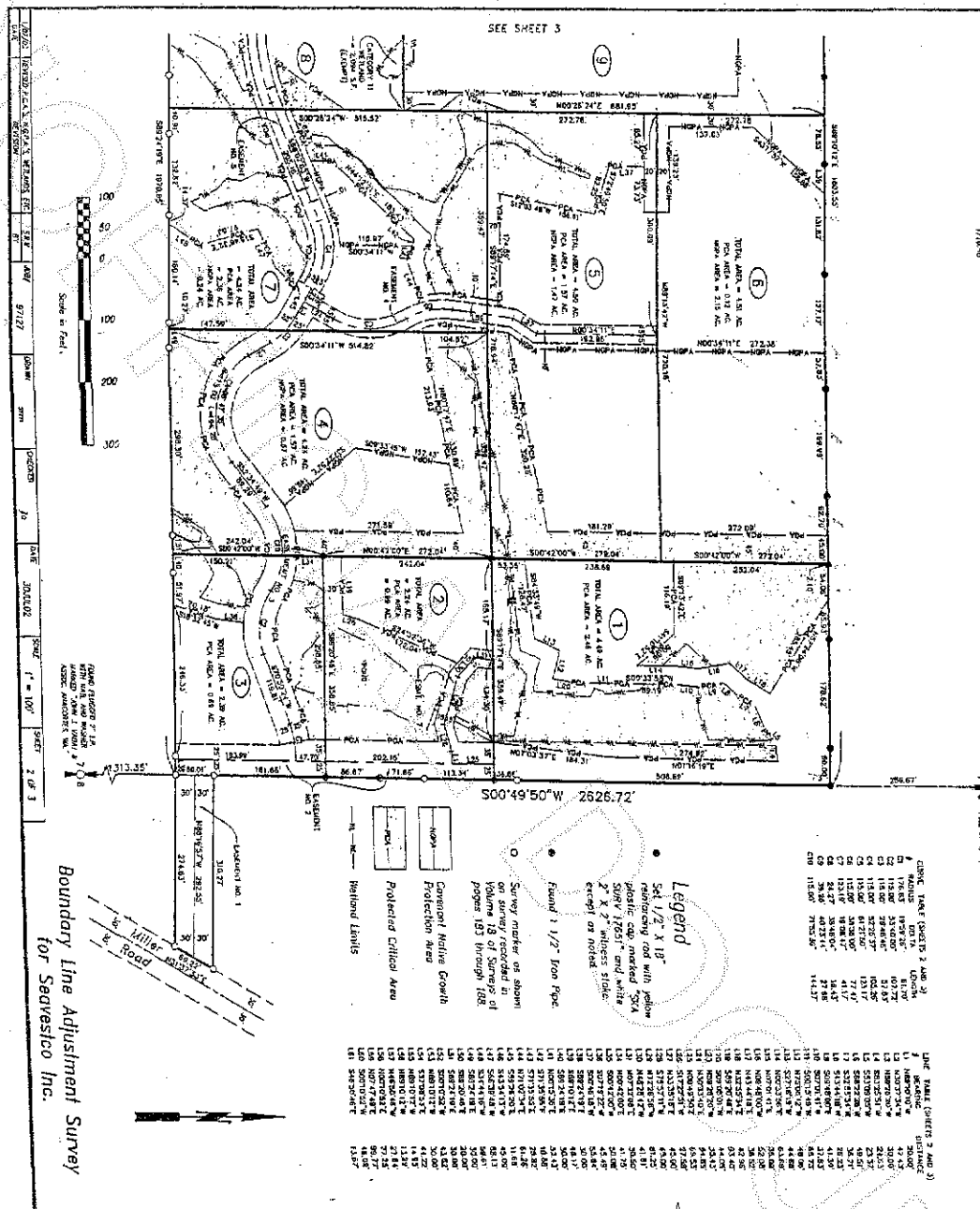
Survey in the NE1/4 of the NE1/4, and in the NW1/4 of the NE1/4 of Section 7, Twp. 34 N., Rng. 2 E., W.M.



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EXHIBIT B page 6

Survey in the NE1/4 of the NE1/4, and in the NW1/4 of Section 7, Twp. 34 N., Rng. 2 E., W.M.
 N89°06'42"W 2629.53'
 178.48'



Skagit
Surveyors & Engineers
 606 Metcalf St., Sedro-Wooley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658



SURVEYOR'S CERTIFICATE
 This map correctly represents a survey made by me or under my direction in compliance with the Survey Recording Act in Jan 2003 at the request of Seavestco, Inc.
 A. N. L. Aburnik (5617)7831
 Date 1/23/03

AUDITOR'S CERTIFICATE
 County Auditor or Deputy Auditor



EXHIBIT B page 7

Survey in the NE1/4 of the NE1/4, and in the NW1/4 of the NE1/4 of Section 7, Twp. 34 N., Rng. 2 E., W.M.

Legal Descriptions

- Lot 1
Block 22 and Block 23, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said blocks by operation of law.
- Lot 2
Block 44, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said block by operation of law.
- Lot 3
Block 45, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 89, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said block by operation of law.
- Lot 4
Block 43 and Block 46, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said blocks by operation of law.
- Lot 5
Block 24 and Block 25, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said blocks by operation of law.
- Lot 6
Block 20 and Block 21, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said blocks by operation of law.
- Lot 7
Block 42 and Block 47, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said blocks by operation of law.
- Lot 8
Block 40, Lots 13 through 24, of Block 41, Block 46, Block 48, Lots 1 through 6 and Lots 19 through 22 of Block 50, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said lots and blocks by operation of law.
- Lot 9
Block 18, Block 19, Block 36, Block 27, Lots 1 through 12 of Block 44, LAKE CAMPBELL ADDITION TO THE CITY OF ANACORTES, filed in Volume 2 of Plans of Page 88, records of Skagit County, Washington.
TOGETHER WITH those portions of the adjacent streets and alleys that would, upon vacation, attach to said lots and blocks by operation of law.

Notes

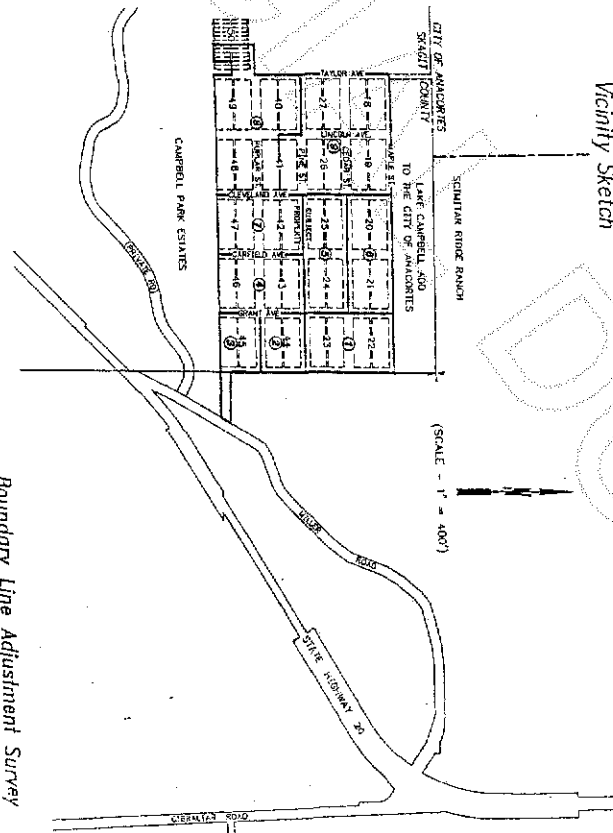
1. Base-of-hearings - Assumed N070W30"W on the east line of the northwest quarter of Section 7.
2. This survey was accomplished by field traverse using 2 second or digital electronic total station, and meets or exceeds the standards contained in WAC 312-130-050.
3. All reports are subject to the Commission's Guidelines and Restrictions stated pursuant to the PRELUS SETTLEMENT AGREEMENT entered under Skagit County Cause No. 01-07-00423-1.
4. See Caveats, Conflicts, and Restrictions filed at A.F.# _____.
5. Vertical Datum - NAD83. Derived from NGS monument designation D341 (Elevation - 217.353 ft).
6. Calculations are based on a limited amount of field observations and do not necessarily meet National Mapping Standards.

Approvals

The within and foregoing boundary line adjustment has been examined and approved in accordance with Skagit County Code K10.050.010 _____ day of _____, 2003.

Skagit County Planning Director

Vicinity Sketch



Boundary Line Adjustment Survey for Savestco Inc.

Skagit Surveyors & Engineers
806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658



SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act in Jan. 2001 at the request of Savestco Inc.
John L. Abernethy CERT#17651
Date 1/23/03

AUDITOR'S CERTIFICATE
County Auditor or Deputy Auditor

200301290168
Skagit County Auditor