



200309080006

Skagit County Auditor

9/8/2003 Page 1 of 15 8:47AM

WHEN RECORDED RETURN TO:

**CHESTER T. LACKEY**  
900 Dupont Street  
Bellingham, WA 98225-3105

LAND TITLE COMPANY OF SKAGIT COUNTY

*m/4078*

Document Title:	Declaration of Covenants, Conditions, Reservations and Restrictions of Alderbrook
Grantor:	Adam & Kathy Ware, husband and wife, Jared Ware, a single man, and Levi Ware, a single man
Grantee:	Public
Legal Description:	The SW ¼ of the NE ¼, the SE ¼ of the NW ¼ and the NW ¼ of the SE ¼, S3, TWN 33N, R 4E
Tax Parcel ID #:	P116280, P119995, P116938, P116937, P116939, P119996, P116940, P16243, P116942, P119686, P116943, P119687

**DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS  
OF ALDERBROOK**

**RECITALS**

A. The Declarants are ADAM WARE and KATHY WARE, husband and wife, JARED WARE, a married man as his separate estate, and LEVI WARE, a single man, hereinafter referred to as "Declarant".

B. The Declarant owns the following described real property:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND  
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND  
THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER,  
SECTION 3, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

Hereinafter referred to as the "Property".

C. The Property has been subdivided by two short plats. Short Plat No. PL00-0376, Auditor's File No. 200210160141, hereinafter referred to as "Short Plat A", and Short Plat PL02-0368, Auditor's File No. 200210160145, hereinafter referred to as "Short Plat B". The above short plats shall hereinafter be collectively referred to as the "Short Plats".

D. Short Plat A has four (4) lots, each designated by an Arabic numeral. Short Plat B consists of two lots, one designated as Lot 1-B, and the other designated as Lot 2-B.

E. The Declarants desire to have the Property developed under a common scheme and plan and further want to create a means to enforce the rights, reservations, easements, liens and charges provided in this Declaration and to insure and preserve the value of the Property and the individual lots and to insure maintenance and enhancement of the Common Properties.

F. The Property is served by a common road easement, including drainage facilities and a common fire flow system for the benefit of all of the Property.

G. The Declarant desires to provide a means to enforce the rights, reservations, easements, liens and charges provided in this Declaration by creation of a community association, in the form of a non-profit corporation, which includes as its members those persons who purchase any Lot within the Property.

## DECLARATION

The Declarants hereby certify and declare that the following covenants, conditions, reservations and restrictions shall endure and be binding upon the respective owners of each Lot within the Property, and further declare that all of the Property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, reservations, restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of the following covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof.

### 1. DEFINITIONS

1.1 Lot. Parcels 1 through 4 of Short Plat A, and Parcels 1-B and 2-B of Short Plat B.

1.2 Person. Any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.

1.3 Owner. Any person holding either fee title or a vendees interest under a Real Estate Contract as shown by the records of the Auditor of Skagit County, Washington, in a Lot.

1.4 Private Road. A private road easement provides access to the Property. The legal description for the private road easement is set forth in Exhibit "A", which is attached hereto. The private road includes those improvements for ingress, egress, drainage, fire-flow facilities and utilities located within the easement described in Exhibit "A".

1.5 Improvements. Improvements shall mean and include, without limitation, any buildings, out-buildings, driveways, parking areas, fencing, retaining walls, swimming pools, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, antennas, lighting, hot tubs, satellite dishes and any other structure or landscaping.

1.6 Residents. Each person lawfully residing on or in any part of a Lot; and members of the immediate family of each such person actually living in the same household with such person.



200309080006

Skagit County Auditor

1.7 **Common Property.** Common Property is the Private Road and all improvements within the Private Road, and the fire-flow facilities, including ponds created for fire-flow for the benefit of the Property.

1.8 **Architectural Reviewer ("AR").** The AR is Adam Ware, or any other individual appointed by the Declarant. The AR shall have the duties and responsibilities set forth in Section 5. of this Declaration.

1.9 **Association.** The community association of all owners as more fully described in paragraph 6 hereof, which is being created concurrent with the execution hereof in the form of a Washington non-profit corporation.

## 2. **EASEMENTS**

2.1 **Lot 1 Easement.** Lot 1 of Short Plat A is subject to that certain easement recorded under Skagit County Auditor's File No. 890630010, hereinafter "GP Easement". That portion of the GP Easement that serves only Lot 1 shall be the responsibility of the owner of Lot 1 for its maintenance and repair as required by the GP Easement. That portion of the GP Easement that is used in common by all of the Property Owners shall be the responsibility of the Association for its maintenance and repair as required by the GP Easement.

2.2 **Private Road.** The Private Road is for the purpose of ingress, egress, utilities, drainage, fire-flow facilities and is for the benefit of all of the Lots. The Declarant hereby creates an *exclusive* easement over the real property described in Exhibit "A" for the purposes above-described. This Easement is perpetual, shall run with the land and is binding on the heirs, successors and assigns of Declarant. The Private Road Easement granted and created pursuant to this Declaration is intended to replace and supersede that certain easement recorded under Skagit County Auditor's File No. 200102270093 which is, by this Declaration, extinguished.

2.3 **View Protection Easement.** There is hereby created a View Protection Easement for the benefit of:

Lot 31, "PLAT A OF CASCADE RIDGE P.U.D.", as per plat recorded in Volume 14 of Plats, page 112, to 121, records of Skagit County, Washington.

Hereinafter referred to as the "Dominant Estate"

The Declarant reserves and creates an easement over a portion of Lot 1, Short Plat A limiting the height of vegetation so that views from the Dominant Estate are not obstructed. If the Dominant Estate's view is obstructed by trees or vegetation within the View Protection Easement, then the owner of the Dominant Estate shall have the right to , limb, top, or trim the obstructing trees or vegetation.

If a permit is required for the above-described work, the owner of the Dominant Estate shall have the right to make applications for permits with any governmental agency for the purpose of acquiring permission to do work within the View Protection Easement that is permitted hereby.



200309080006

Skagit County Auditor

The View Protection Easement shall run over and across that portion of Lot 1, Short Plat A, lying north of the Private Road.

This View Protection Easement may be enforced by mandatory injunction and/or damages. Any action to enforce the terms of this View Protection Easement, the prevailing party in the action shall be entitled to recover their costs and reasonable attorney's fees.

**2.4 Reservation of Declarant's Rights.** The Declarant hereby reserves the right to grant easements over and across the Property as necessary for construction of the common improvements, utilities and drainage; provided such easement shall not cross or interfere with any well or building area as shown on the Short Plats. This shall include the right to relocate fire flow ponds at Declarant's discretion.

**2.5 Fire Flow Pond Easement.** There is hereby created an Easement for the benefit of the Association over and across that portion of Lots 2 and 1B on which partially constructed fire flow ponds are currently located. This Easement includes the right to complete the construction of the ponds and their maintenance, repair and reconstruction, if required. The owners of Lots 2 and 1B are required to fill with water the fire flow ponds on the respective Lots using the well located on their property; provided the owners of the Lots shall be allowed to use sufficient water for normal domestic use, and are not required to use their well to fill the pond if there is not sufficient water in excess of normal usage to fill the pond.

### **3. GENERAL USE RESTRICTIONS AND REQUIREMENTS**

**3.1 Residential Restrictions.** All Lots within the Property shall be used for one single-family residence and associated outbuildings and one guest home.

**3.2 Vehicles.** All boats, utility trailers, trucks of more than one-ton rating, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept upon any Lot shall at all times be enclosed within a garage or otherwise neatly stored behind the front wall line of the residence and reasonably screened from view from the Private Road and adjacent Lots, nor shall any such vehicles be parked on the Private Road. All automobiles and all other permitted vehicles, if kept or parked on any Lot or otherwise within the Property, shall be in good order and in working condition. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot nor shall they be maintained within the Property, unless enclosed in a garage or otherwise completely screened from view from outside the Lot.

**3.3 Signs.** No signs or billboards shall be placed on any Lot, except that one identification sign bearing the owner's name and address may be placed upon the owner's Lot. Irrespective of the foregoing, the Declarant may display and post signs, billboards or other advertising materials on or about any unsold Lot or Lots until all Lots have been sold by Declarant. In addition thereto, the Declarant, and any Owner or such Owner's agent, may subsequently advertise any Lot for sale, and, furthermore, an Owner may display signs of a political nature, promoting a candidate or a political proposition, during periods of political campaigns.

**3.4 Garbage/Refuse.** No Owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about such Owner's Lot, any other Lot or the Property, except in appropriate covered trash receptacles on such Owner's Lot. Each Owner



shall keep such Owner's Lot neat and orderly in appearance and shall not cause or permit any noxious or odorous conditions to exist, nor maintain any tangible objects which are unsightly in appearance to exist, on any Lot within the Property.

**3.5 Surface Water Run-Off.** No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots and the owners thereof.

**3.6 Damaged Improvements.** No Improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of six months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within such six month period and shall be completed in accordance with the provisions of Paragraph 4.1 hereof; provided, however, that such six month period shall be extended for a reasonable period thereafter in the event that corrective construction or reconstruction has not commenced as a result of factors beyond the control of the subject Owner and in the event that the subject Owner has exercised and does thereafter continue to exercise due diligence in an effort to eliminate such factors causing such delay in commencement.

**3.7 Landscaping.** The disturbed areas of all Lots after construction of Improvements thereon shall be landscaped.

**3.8 Antennas.** No television, radio or satellite antenna, receivers, dishes or other telecommunication devices shall be installed on any portion of any Lot unless contained entirely within the interior of a building or, reasonably screened from view of all neighbors.

**3.9 Nuisance.** No Lot Owner shall allow or permit any activity or use of any Lot that is a nuisance.

#### **4. CONSTRUCTION**

**4.1 Time For Completion.** Construction of all Improvements shall be prosecuted diligently from the date of commencement of work until the exterior is completed and painted or finished and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of an improvement shall be fourteen months from the date construction commences, which is defined as the date building materials are first delivered to the Lot for such purpose. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris and the disturbed portion of the Lot has been landscaped.

**4.2 Design Requirements.** Houses constructed within the Property shall meet the following minimum size requirements excluding patios, walkways and garages:

**a.** A ranch style shall have a minimum of 1,200 square feet foundation area and total finished square footage within the structure;

**b.** Multi-story structures shall have a minimum square footage within the structure of 1,400 square feet.



200309080006  
Skagit County Auditor

**4.3 Garage.** All houses shall have an attached or detached garage capable of storing a minimum of two (2) cars. Detached garages shall be architecturally of the same design with the same roofing, siding and external appearance as the house located on the Lot.

**4.4 Accessory Buildings.** All accessory buildings constructed on any Lot shall be designed to be architecturally similar to the house located on the Lot. Pole-building type construction is permitted, but must have a roof that extends past the eave line a minimum of one and one-half feet (1 1/2'), and a roof pitch of 4:12 or steeper.

**4.5 Siding.** All siding must be approved by the AR.

**4.6 Solar Panels.** If solar panels are installed on any house or other building they shall be parallel to the roof line of such house or other building, and approved by the AR.

**4.7 New Construction.** All houses and buildings shall be of new construction.

**4.8 Mobile Homes.** No mobile homes or manufactured homes are allowed.

**4.9 Well Houses.** Lot Owners shall attempt to design systems that do not require the construction of well houses. Well houses shall not be constructed without the prior written approval of the AR. The Declarant intends that well houses shall be as unobtrusive as possible and shall be of construction materials, design, location and color that will minimize their visual impact on the Lots.

**4.10 Propane Tanks.** All propane tanks shall be screened from view by landscaping.

**4.11 Colors.** Improvements should be natural in color using whites, grays and earth tones, or colors approved by the AR. Trim may include other colors approved by the AR as long as such colors are subdued and consistent with the natural surroundings. The AR may approve any other color scheme that it deems to be consistent and compatible with the other development and natural surroundings.

## 5. ARCHITECTURAL REVIEWER.

**5.1 General.** Construction of improvements on any Lot shall be subject to the prior approval of an Architectural Reviewer ("AR"), who shall be appointed by the Declarant. The initial AR shall be Adam Ware. No improvements shall be erected, placed or altered on any Lots until the construction plan, specification, site plan and landscaping plan, showing the location of all proposed improvements on the Lot in a form established by the AR, have been approved. The approval or disapproval of the AR as to such construction plan, specifications, site plan and landscaping plan, shall be based upon the quality of materials utilized in the construction, the harmony of the external design and color scheme of the proposed improvements with other existing improvements within the Property, bulk and location of improvements with respect to typography and finish grade, view protection and compliance with the Declaration.



200309080006  
Skagit County Auditor

**5.2 AR Fee.** In addition to the construction plan, specifications, site plan and landscaping plan, the owner shall give to the AR One Hundred Dollars (\$100.00) for each approval requested. A significant change to plans shall be deemed to be a new set of plans and shall require an additional One Hundred Dollar (\$100.00) fee. The AR is not obligated to commence review until the above specified fees have been paid.

**5.3 Approval/Disapproval.** The AR shall approve or disapprove the construction plans, specifications and site plan, including specified color finish, within twenty (20) days following receipt of a complete duplicate set thereof from the submitting Lot Owner or prospective Lot Owner. Any complete submission of construction plan, specifications, site plan and landscaping plan, on which no action is taken by the AR for twenty (20) days following the date of receipt thereof shall be deemed approved as submitted, unless within such twenty (20) day period the AR has sought, in writing, clarifying information concerning the same. Two sets of construction plans, specifications (including exterior color finish detail), site plan and landscaping plan must be submitted to the AR. One such complete set shall be returned to the submitting Lot Owner or prospective Lot Owner with the approval or disapproval endorsed upon such complete set by the AR. The other complete set shall be retained by the AR for its permanent files.

The AR shall have the right to disapprove any construction plans, specifications and/or site plan in the event the same are not in accordance with the provisions of this Declaration, if the design or exterior color scheme of the proposed improvements is not in harmony with the general surroundings of the Subdivision or with the adjacent improvements, if the proposed improvements interfere with views from other Lots, if the construction plan, specification, site plan and landscaping plan are incomplete, or if the AR determines that the construction plans, specifications and site plan, or any portion of them, are contrary to the interest, welfare and/or rights of the owners of other Lots within the Subdivision.

**5.4 Variance.** In order to preserve views, resolve problems relating to unique and difficult topographical problems or in other extraordinary circumstances, the AR shall have the right to grant a variance from the standards created by the AR and from those restrictions relating to improvements set forth in Section 4 of this Declaration. Any variance from the restrictions contained in this Declaration shall be made in recordable form and shall be placed of record on the Lot by the AR.

**5.5 Conditional Approval.** Any approval given by the AR may be conditioned upon compliance by the applicant with any reasonable condition which the AR deems appropriate, including, without limitation, the posting of bonds or other acceptable security in order to insure performance by the applicant in accordance with the construction plan, specifications, site plan and landscaping plan being approved.

**5.6 No Liability.** Neither the AR, nor any member thereof nor any successor thereto, shall be liable to any person for any action taken by the AR or for any failure to act by it under or pursuant to the provisions of this Declaration, so long as the AR, and any successors thereto act in good faith and without malice.

**5.7 Expiration.** The Declarant's right to appoint and remove the AR shall not expire until the Declarant no longer owns any Lots. Upon expiration of the Declarant's rights, the Association, by an affirmative vote of sixty-six percent (66%) of the owners, may elect to appoint a Design Review Committee ("DRC") that shall have all of the powers of the AR except the power to grant variances to the restrictions contained in Section 4 of this Declaration. The DRC shall consist of three (3) members elected by the Owners. All decisions of the DRC



200309080006

Skagit County Auditor

shall be made by a majority vote. The DRC shall have no authority until expiration of Declarant's rights to control the AR.

**6. COMMUNITY ASSOCIATION**

The Declarant shall form a Community Association, designated herein as the Association, to include as its members all Owners of any Lot within the Subdivision. This organization shall be a nonprofit corporation pursuant to Title 24 of the Revised Code of Washington and shall be known as "Alderbrook Community Association".

**6.1 Purpose.** The purpose of the Association shall include, without limitation, the furtherance and promotion of the common welfare of the Owners of any Lot or parcel within the Property; the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Properties for which there is a private maintenance obligation to be shared in common by the Association members; the regulation, maintenance and repair of facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of the members and of their Lots within the Property, including, but not limited to, the operation, maintenance and use of property held or controlled by the Association; enforcement of this Declaration including Lot maintenance, construction requirements and building restrictions imposed on the Lots; payment of taxes, if imposed, on Common Properties and improvements; and the furnishing of protection and preservation of the interests of the Owners for the common good.

**6.2 Creation and Transfer of Control.** The Association shall be organized at the instance of the Declarant, and each Owner shall be a member of the Association. The Declarant shall have the exclusive right to designate and appoint a governing Board of the Association until five (5) Lots have been sold to unrelated third parties, or seven (7) years from the date of this Declaration, whichever is sooner. Upon transfer of control of the Association, the members shall elect from their number the governing board of the Association as determined by the Articles of Incorporation and Bylaws of the Association.

**6.3 Conveyances.** The Declarant shall transfer and convey by deed or by such other applicable instrument all Common Properties and easements as hereinbefore identified to the Association, subject to the reservations impressed upon these Common Properties and easements by this Declaration. This conveyance shall be made after the Association has been created and construction on the Common Properties and easements has been completed. At such time as the Declarant conveys the Common Properties and easements to the Association, and at all times subsequent thereto, the Association shall be responsible for the maintenance and upkeep of the Common Properties and easements at its sole and exclusive expense. Such obligation shall include, without limitation, responsibility for maintenance of all Common Properties, common improvements and easements as identified herein and on the face of the Short Plats. Specifically, and also without limiting the foregoing, the Association shall be responsible for the operation and maintenance of, and for potential liability arising from, all Common Properties.

**6.4 Assessments and Liens.**

**(a) Authority.** The Association shall be empowered to establish and to collect dues and assessments upon Lots in the Property for the common benefit of such Lots.



200309080006

Skagit County Auditor



(b) **Purposes.** The purposes for which dues and assessments may be established and collected include, without limitation, making provision for the payment of charges associated with utilities, roadways, drainage, property protection, landscaping, insurance, maintenance, improvements, enforcement of this Declaration, payment of taxes upon Common Properties, the holding of Ownership or a leasehold interest therein or for any other common purposes, all as determined pursuant to the Articles of Incorporation and By-laws of the Association.

(c) **Personal Obligation and Lien Foreclosure.** Dues and assessments shall constitute a personal obligation of any Owner of record of a Lot on the due date thereof and shall also constitute a lien on the Lot assessed. Such lien may be enforced by the Association in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington.

(d) **Amounts Included.** Each Owner and each party hereinafter owning or claiming an equity interest in a Lot agrees that in the event of such foreclosure action involving such Lot, the Owner or Owners thereof or other party asserting an equity interest therein will pay the Association's expenses of title examination and insurance, the cost of attorney's fees incurred by the Association and court costs, as well as all other costs reasonably and necessarily incurred in such foreclosure action. In any such action, delinquent assessments shall bear interest at the rate of 12% per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon.

(e) **Other Liens and Foreclosure Actions.** The method and manner provided for foreclosure of liens set forth in this paragraph shall pertain to all liens referred to in this Declaration.

6.5 **Establishment of Assessment of Charges.** When the Board deems it appropriate, it shall adopt a regular or special budget for the Association. The Board shall set a date for a meeting of the Owners to consider ratification of the budget. The meeting shall be not less than fourteen (14) days nor more than sixty (60) days after the budget has been mailed to all of the Owners. Unless at the meeting of the Owners a majority of the Owners vote to reject to the budget, the budget shall be ratified, whether or not a quorum is present. If the proposed budget is rejected, or the required notice is not given, the budget last ratified by the Owners shall continue until the Owners ratify a subsequent budget proposed by the Board.

6.6 **Annual statement.** As soon as shall be practical in each calendar year, the Association shall send a written statement to each Owner setting forth the dollar amount of the assessment for such Lot for such calendar year. The Association may, in its sole discretion, provide for payment of such assessments on a periodic basis during such calendar year, with or without a service charge.

6.7 **Penalty on Delinquent Assessments.** If an Owner shall fail to pay any installment of an annual assessment within thirty (30) days from the date the same is due, then the entire annual assessment for such Lot shall be delinquent and shall become immediately due and payable, shall bear interest at the rate of 12% per annum thereafter until paid and shall also bear a penalty in such amount as shall be determined by the Board of the Association.

6.8 **Delinquency For More Than Ninety Days.** If the Owner of any assessable Lot shall be delinquent in the payment of the annual assessment, or any installment



shall have the right to commence legal action seeking a personal judgment against such Owner and, in addition thereto, shall have the right to foreclose its lien upon such Lot. The total amount due from such Owner shall be such sums as provided in paragraphs 6.5 and 6.4(d), plus any penalty imposed under paragraph 6.7 hereof.

**6.9 Rules and Procedures for Billing and Collecting Assessments.**

The Board of the Association shall have the power and authority to adopt rules and procedures respecting the billing and collecting of annual assessments, which shall be binding upon all Owners.

**6.10 Application of Assessment.** The Association shall apply all funds received by it pursuant to this Declaration in the following order:

(a) Administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described in its Articles of Incorporation and By-Laws;

(b) The promotion of the recreation, health, safety, enjoyment and welfare of the users of the Common Properties, and the enhancement of the values of the Common Properties by means of construction, repair, maintenance, operation and administration of the Common Properties, including, but not limited to, the payment of taxes and insurance premiums on the Common Properties and the payment of utility charges therefor.

(c) The service, repair, maintenance and/or replacement of any and all improvements, including, but not limited to, fences, roads, paths, drainage facilities and lighting belonging to the Association.

**6.11 Authority to Maintain surplus.** The Association shall not be obligated to spend in any particular time period all of the sums collected or received by it during such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the amount of the annual assessment in any future year.

**6.12 Common Property Maintenance.** For the purpose of this Article 6, the common repair and maintenance shall apply to the Common Property.

The Common Property shall be maintained by all of the Lot Owner in Short Plat A and Short Plat B. The Common Property shall be kept at all times in good and usable condition. The Owners shall exercise caution during construction to prevent damage to the Common Property by construction equipment. In the event any Owner causes damage to the Common Property beyond normal wear and tear, such Owner shall be responsible for the cost of repair of any such damage. The lien amount shall bear interest at the rate of twelve percent (12%) per annum from the date of filing. The Owner of the Lot who has failed to pay their share of the repair and maintenance costs shall pay all reasonable costs and attorney's fees incurred by the Association.



200309080006  
Skagit County Auditor

9/8/2003 Page 10 of 15 8:47AM

The cost for maintenance and repair shall be allocated amongst the Lots in the following percentages: Lot 1 – 5%, Lot 2 – 15%, Lot 3 – 20%, Lot 4 – 20%, Lot 1B – 20% and Lot 2B – 20%.

7. **Protection of Mortgage or Deed of Trust Holder.** No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, Sheriff's sale or Tax Foreclosure sale shall take title to such Lot free and clear of any violations or breaches which have occurred on such Lot, or by the previous owner thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.

8. **Tenants and Invitees.** Tenants and invitees of the Owners or residents of the Property shall be bound by the terms and conditions of this Declaration.

9. **Enforcement.** The Declarant and any Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. If the Declarant or any Owner seeks an injunction they shall not be required to post any bond and each Owner hereby waives the right to require the posting of a bond in any proceeding for an injunction under this Declaration. The failure of the Declarants or any Owners to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

10. **Grantee's Acceptance.** The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all of the risks and hazards of ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to the steep slopes, Private Road, public paths, streams or other water courses.

11. **Amendment to Declaration.** At any time the Declarant may amend this instrument so long as the Declarant owns any Lot, with the exception of Lot 4, Short Plat A. When the Declarant ceases to own any Lot, except Lot 4, Short Plat A then this Declaration may be amended by written instrument signed by Owners of five (5) of the six (6) Lots within the Property. Any such amendment shall take effect upon being recorded with the Skagit County Auditor.

No Amendment or termination of this Declaration shall affect, change or terminate any of the easements described in section 2 of this Declaration without the unanimous consent of all Lot Owners.

No Amendment or termination of this Declaration shall affect or change the right of the Declarant under Article 5, Architectural Review Committee





12. **Severability.** In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

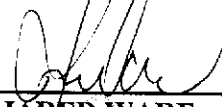
13. **Paragraph Headings.** The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.


14. **No Waiver.** The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 15<sup>th</sup> day of August, 2003.

  
\_\_\_\_\_  
ADAM WARE

 BY ADAM WARE P2A.  
\_\_\_\_\_  
KATHY WARE

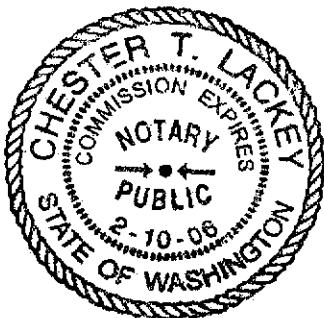
  
\_\_\_\_\_  
JARED WARE

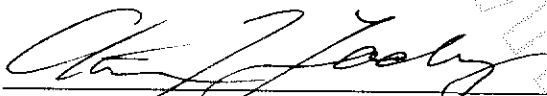
  
\_\_\_\_\_  
LEVI WARE

STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF SKAGIT     )

On this 15<sup>th</sup> day of August, 2003, before me personally appeared ADAM WARE, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year first above written.

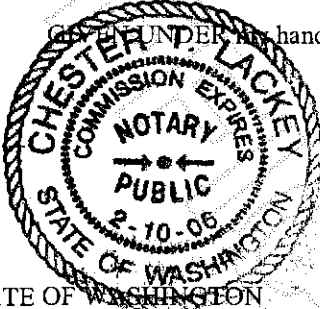


  
\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at Bellingham  
My Commission Expires: 2/10/06



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

On this 15<sup>th</sup> day of August, 2003 before me personally appeared Adam Ware, to me known to be the individual described in and who executed the within instrument as the Attorney-in-Fact for Kathy Ware, and acknowledged to me that he signed the same as his own free and voluntary act and deed as Attorney-in-Fact for said Kathy Ware in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor incompetent.

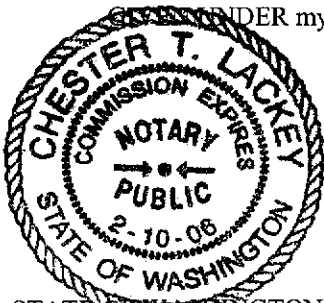


UNDER my hand and official seal the day and year first above written.

Chester T. Lackey  
Notary Public in and for the State of Washington,  
residing at Bellingham  
My Commission Expires: 2/10/06.

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

On this 15<sup>th</sup> day of August, 2003, before me personally appeared JARED WARE, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

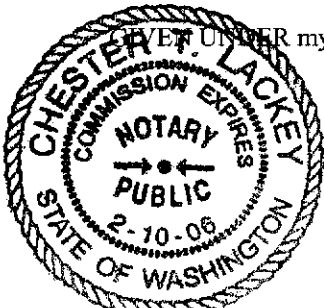


UNDER my hand and official seal the day and year first above written.

Chester T. Lackey  
Notary Public in and for the State of Washington,  
residing at Bellingham  
My Commission Expires: 2/10/06.

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAGIT )

On this 15<sup>th</sup> day of August, 2003, before me personally appeared LEVI WARE, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



UNDER my hand and official seal the day and year first above written.

Chester T. Lackey  
Notary Public in and for the State of Washington,  
residing at Bellingham  
My Commission Expires: 2/10/06.



EXHIBIT "A"

to Declaration of Covenants, Conditions, Reservations  
and Restrictions of Alderbrook

Legal Description

AN ACCESS EASEMENT

September 27, 2000

A non-exclusive easement 60 feet wide for ingress, egress, and utilities over, under, and through the southeast quarter of the northwest quarter, the southwest quarter of the northeast quarter and the northwest quarter of the southeast quarter all in Section 3, Township 33 North, Range 4 East, W.M., the centerline of which is described as follows:

Commencing at the southwest corner of the southeast quarter of the northwest quarter of said Section 3; thence N01°57'53"W along the west line thereof, a distance of 433.25 feet to the centerline of Cascade Ridge Drive as shown on the plat of CASCADE RIDGE P.U.D. filed in Volume 14 of Plats at Pages 112-121 records of Skagit County, Washington and the initial point of this centerline description; thence N78°54'55"E, a distance of 22.80 feet to the point of curvature of a curve to the left having a radius of 170.00 feet; thence easterly along said curve through a central angle of 15°19'30" and an arc length of 45.47 feet to the point of reverse curvature of a curve to the right having a radius of 115.00 feet; thence easterly along said curve through a central angle of 35°35'31" and an arc length of 71.44 feet; thence S80°49'04"E, a distance of 56.12 feet to the point of curvature of a non-tangent curve to the right having a radius of 176.38 feet, from this point the center bears S65°32'47"E; thence northerly-along said curve through a central angle of 73°35'16" and an arc length of 226.54 feet; thence S81°57'31"E, a distance of 155.47 feet to the point of curvature of a curve to the left having a radius of 169.81 feet; thence easterly along said curve through a central angle of 40°20'14" and an arc length of 119.55 feet to the point of reverse curvature of a curve to the right having a radius of 115.00 feet; thence easterly along said curve through a central angle of 90°51'48" and an arc length of 182.37 feet to the point of reverse curvature of a curve to the left having a radius of 274.51 feet; thence easterly along said curve through a central angle of 27°15'57" and an arc length of 130.63 feet; thence S58°41'55"E, a distance of 217.08 feet to the point of curvature of a curve the left having a radius of 325.55 feet; thence easterly along said curve through a central angle of 25°03'59" and an arc length of 142.43 feet to the



200309080006

Skagit County Auditor

Exhibit "A" continued

point of reverse curvature of a curve to the right having a radius of 115.00 feet; thence easterly along said curve through a central angle of  $29^{\circ}54'17''$  and an arc length of 60.02 feet to Point "A"; thence continuing along said curve through a central angle of  $31^{\circ}14'36''$  and an arc length of 62.71 feet; thence  $S22^{\circ}36'59''E$ , a distance of 243.39 feet to the point of curvature of a curve to the right having a radius of 115.00 feet; thence southerly along said curve through a central angle of  $15^{\circ}19'19''$  and an arc length of 30.75 feet to the point of reverse curvature of a curve to the left having a radius of 115.00 feet; thence southerly and easterly along said curve through a central angle of  $134^{\circ}33'57''$  and an arc length of 270.09 feet to the point of reverse curvature of a curve to the right having a radius of 150.00 feet; thence easterly along said curve through a central angle of  $62^{\circ}00'54''$  and an arc length of 162.35 feet to the point of curvature of a reverse curve to the left having a radius of 115.00 feet; thence easterly and northerly along said curve through a central angle of  $83^{\circ}51'20''$  and an arc length of 168.31 feet; thence  $N16^{\circ}17'57''E$ , a distance of 67.15 feet to a point on the east-west centerline of said Section 3 which lies  $N87^{\circ}15'24''E$ , a distance of 1895.24 feet from the southwest corner of the southeast quarter of the northwest quarter of said Section 3 and the terminus of this centerline description.

TOGETHER WITH an easement for ingress, egress, utilities, and cul-de-sac described as follows:

Beginning at Point "A" described above; thence  $N36^{\circ}08'24''E$ , a distance of 45.00 feet to the center of a 45 foot radius cul-de-sac with 20 foot radius entrance and exit curves at the intersections with the northeasterly line of the hereinabove described 60 foot easement.

Situated in Skagit County, Washington.



200309080006

Skagit County Auditor