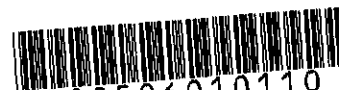


AFTER RECORDING, RETURN TO:  
Hugh Lewis, Attorney at Law, P.C.  
2200 Rimland Drive, Suite 220  
Bellingham, WA 98226-6643  
(360) 392-2880



200506010110  
Skagit County Auditor

6/1/2005 Page 1 of 14 3:30PM

TITLE OF DOCUMENT: DECLARATION OF COVENANTS, CONDITIONS &  
RESTRICTIONS FOR ADVANTAGE BUSINESS PARK  
GRANTOR: ADVANTAGE BUSINESS PARK LLC  
GRANTEE: THE GENERAL PUBLIC  
ABBREV. LEGAL DESCRIPTION: LOTS 4 & 5 & PTN LOT 9 HOPPER RD. BUS. PARK, REV.  
BINDING SITE PLAN, AF# 200301300162  
ADDITIONAL LEGAL ON: P. 14  
TAX PARCEL NOS.: P116577 8025-000-004-0000, P1165 78 , P1165 82

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ADVANTAGE BUSINESS PARK**

**CHICAGO TITLE CO.**

THIS DECLARATION OF COVENANTS is made this 25 day of May, 2005,  
by ADVANTAGE BUSINESS PARK LLC, a Washington Limited Liability Company  
("Declarant"), with reference to the following facts:

**RECITALS**

- A. The Declarant is the Owner of certain real property in the City of Burlington, Washington, legally described on the Attached Exhibit A and known herein as known as the "Subject Property". The Subject Property is located within the Hopper Road Business Park and is subject to certain Covenants, Conditions & Restrictions binding on all property within the Hopper Road Business Park; such Covenants are recorded at Auditor's File No. 200301300162

B. Declarant wishes to establish additional restrictions on the Subject Property designed to develop and maintain a common scheme of development for the Subject Property above and beyond those generally applicable to the Hopper Road Business Park. It is the Declarant's desire and intention to adopt these additional Covenants, Conditions and Restrictions (CC&Rs) for the benefit of the Subject Property, its Owners and successive Owners, tenants and other Occupants of Lots within the Subject Property, which shall hereinafter be referred to as the "Advantage Business Park." It is intended that these CC&Rs shall bind and benefit not only said purchasers and tenants, but also their respective successors, heirs and assigns and that all Lots in the Advantage Business Park should be held, used, leased, sold and conveyed subject to the provisions set forth in this Declaration. Said CC&Rs are intended to be common to all of the Lots in the Advantage Business Park and to enhance and protect the value, desirability and attractiveness of all such Lots to their mutual benefit.

## **ARTICLE 1**

### **Definitions**

Unless the context otherwise specifies or requires, the terms defined in this Article 1, entitled "Definitions," shall, as used in this Declaration, have the meanings herein set forth:

**1.1 Association.**

The term "Association" shall mean the Advantage Business Park Association, a Washington non-profit corporation to be formed and organized for the purposes described in Article 4, entitled "Administration, Transfer of Control; Formation of Association, Assignment of the Development," of this Declaration.

**1.2 Beneficiary.**

The term "Beneficiary" shall mean a mortgagee under a mortgage as well as a beneficiary under a Deed of Trust.

**1.3 Common Maintenance Areas.**

The term "Common Maintenance Areas" means: (1) Landscaping for Lots in Advantage Business Park; (2) entrance signs and associated lighting and electrical equipment for Advantage Business Park; (3) the water feature and associated lighting and electrical equipment for Advantage Business Park.

**1.4 Declarant.**

The term "Declarant" shall mean the ADVANTAGE BUSINESS PARK LLC, its successors and assigns.

**1.5 Declaration.**

The term "Declaration" shall mean this **DECLARATION OF CONDITIONS,**



**COVENANTS AND RESTRICTIONS FOR ADVANTAGE BUSINESS PARK** as it may from time to time be amended or supplemented.

**1.6 Deed of Trust.**

The term "Deed of Trust" shall mean a Mortgage as well as a Deed of Trust.

**1.7 Improvement-Improvements.**

The term "Improvement" or "Improvements" shall include buildings, outbuildings walls and barriers, retaining walls, stairs, distribution facilities, hedges, windbreakers, loading areas and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

**1.8 Lot.**

The term "Lot" shall mean any the Lots within the Subject Property and depicted on the Hopper Road Binding Site Plan, as revised or amended. In the event the binding site plan is amended to the effect that any of such Lots are combined, divided or lot-line-adjusted, the term "Lot" shall mean the area so combined or each new Lot so created by such subdivision, combination or alteration. The term "Lot" shall also mean any additional lot(s) within the Hopper Road Business Park Revised Binding Site Plan, including without limitation Lots 1, 2 & 3 therein, which the Declarant may, at its sole option, elect to add to the Advantage Business Park.

**1.9 Mortgage.**

The term "Mortgage" shall mean a Deed of Trust as well as a Mortgage and shall also mean a real estate contract.

**1.10 Mortgagee.**

The term "Mortgagee" shall mean a beneficiary under, or holder of, a Deed of Trust as well as a mortgagee under a mortgage and a "vendor" under a real estate contract.

**1.11 Occupant.**

The term "Occupant" shall mean an Owner, lessee, sublessee or any other person or entity asserting right of occupancy on any Lot or portion thereof, within the Subject Property.

**1.12 Owner.**

The term "Owner" shall mean and refer to any person or entity who has received a conveyance of fee simple title to or is the vendor under a real estate contract for any Lot, excluding and entity or person who holds such interest as security for the payment of any obligation, but including contract sellers and any Mortgagee or other security holder in actual possession of a Lot.

**1.13 Record-Recorded-Recordation.**

The terms "Record," "Recorded," or "Recordation" shall mean, with respect to any



document, the recordation of said document in the office of the county auditor of Skagit County, Washington.

**1.14 Sign.**

The term "Sign" shall mean any structure, device, or contrivance, electric or non electric, upon or within which any poster, bill bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, place, posted, tacked, nailed or otherwise fastened or affixed.

**1.15 Transition Date.**

The date which is ninety (90) days after Declarant has conveyed in fee to third parties all Lots which may be subject to these Covenants, including Lots which may be added to Advantage Business Park at the sole option of Declarant.

**ARTICLE 2  
General Declarations**

**2.1 Adoption of Covenants**

The Declarant hereby declares that all of the Subject Property located in City of Burlington, Washington, is and shall be conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions, and restriction set forth herein are declared and agreed to be in furtherance of a common scheme for the improvement, sale or lease of said real property. These CC&Rs are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subject Property and every part thereof. All of said CC&Rs shall run with all of the Subject Property for all purposes and shall be binding upon and inure to the benefit of Declarant and all Occupants and their successors in interest as set forth in the CC&Rs.

**2.2 Declarant's Reservations.**

The Declarant hereby reserves upon, and all Subject Property shall be leased or conveyed subject to, and the Declarant may convey or lease the Subject Property subject to, the Declarant's rights to control the following:

- (a) The Landscape Areas for Advantage Business Park;
- (b) The Water Feature and associated equipment;
- (c) Any signage and associated equipment established for the Advantage Business Park;
- (d) Design guidelines for any buildings or other improvements constructed by any



Occupant anywhere in the Subject Property.

- (e) To make, grant and convey such other easements and dedications set forth elsewhere in this Declaration, and to unilaterally amend this Declaration.

**2.5 Landscaping.**

All Lots must be landscaped in compliance with applicable zoning requirements and with a Landscape Plan established by Declarant. All landscaping shall be complete not later than the date each Improvement is occupied. All landscaping shall be irrigated with underground irrigation/sprinkler systems. No visqueen type plastic shall be used in planting areas. Composted mulch should be used for a mulch if desired.

The Landscape Areas shall be maintained as a Common Maintenance Area pursuant to Section 2.7, entitled "Maintenance of Grounds," otherwise each Owner shall be responsible for maintenance of all landscaping on his Lot.

These landscape standards are intended to promote compatible and continuous landscape treatment throughout the Advantage Business Park. They specifically provide for a neat and well maintained appearance in areas not covered by buildings or parking, preserving sight lines and minimizing the adverse visual and environmental impact of large paved areas as well as massive or unsightly structures.

All areas shall be professionally maintained in a consistent, orderly fashion and ensure that plants receive proper care and maintenance for healthy and vigorous growth. All dead and dying plants shall be removed immediately and replaced with plants of the same specifications and size. Pruning, trimming and mowing shall be done in such manner that it does not change or alter the natural habit, for or size of the plant.

All of the landscaping within the Common Maintenance Areas shall be maintained as per the requirements of Section 2.7, entitled "Maintenance of Grounds," of this Declaration. All of the landscaping not maintained by the Association within each Lot shall be maintained by the individual Lot Occupant in an attractive, neat, orderly, trimmed and pruned condition at all times. If, in the Declarant's reasonable opinion, the required landscape is not maintained in a sightly and well-kept condition, the Declarant or the Association shall be entitled to the remedies set forth in Section 2.8, entitled "Remedies for Failure to Maintain and Repair."

**2.6 Condition of Property**

The Occupant of any Lot shall at all times keep it and the buildings, Improvements, and appurtenances thereon in a safe, clean and wholesome condition and comply, at its own expense, in all respects, with all applicable governmental health, fire and safety ordinances, regulations, requirements and directives, and the Occupants shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever



that may accumulate upon such lot.

**2.7 Maintenance Responsibilities.**

- (a) Each Owner shall be assessed a charge annually (the "Maintenance Assessment") for maintenance, repair and/or replacement of the Common Maintenance Areas on the Subject Property. Such charge shall be paid to the Association, or at Declarant's option prior to the formation of the Association, any condominium association formed by the Declarant and charged with such responsibility. The Maintenance Assessment shall equal an amount that represents that proportion of the total cost of such maintenance as the area of the Lot owned by the Owner is proportionate to the total area of all Lots on the Subject Property. The Maintenance Assessment shall be assessed on an annual basis as determined by the Declarant or the Association.
- (b) Each Occupant shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, landscaping, and stormwater facilities on their Lot, with the exception of the landscaping and stormwater drainage facilities maintained by the Hopper Road Business Park.

**2.8 Remedies for Failure to Maintain and Repair.**

(a) **Remedies.**

If any Occupant fails to perform the maintenance and repair required by Section 2.7 hereof, then the Declarant or the Association, after fifteen (15) days prior written notice to such Occupant, shall have the right, not the obligation, to perform such maintenance and repair and to charge the Occupant with costs of such assessment or such work together with interest thereon at the rate of twelve percent (12%) per annum from the date of the Declarant's advancement of funds for such payment or such work to the date of reimbursement of the Declarant by Occupant. If the Occupant shall fail to reimburse the Declarant for such costs within ten (10) days after demand therefore, the Declarant may at any time within six years after such advance, file for Record in the office of the county auditor of Skagit County, Washington, a claim of lien signed by the Declarant for the amount of such charge together with interest thereon. The lien created by this section shall be effective to establish a lien against the interest of the Occupant in his real and/or personal property affixed to a lot under lease together with interest at twelve percent (12%) per annum on the amount of such advance from the date thereof, in addition to Recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorney's fees that may be incurred in the enforcement of such a lien.

(b) **Foreclosure of Lien.**



Subject to the provisions of Article 8, entitled "Rights of Mortgagees," such a lien when so established against the real property of an Owner or the personal property affixed to a Lot under lease described in said claim, shall be prior or superior to any right, title, interest, lien or claim that may be or may have been acquired in or attached to the real property interest subject to the lien subsequent to the time of filing such claim for Record. Such lien shall be for the benefit of the Declarant and may be enforced and foreclosed in a like manner as a Mortgage on real property under the laws of the State of Washington.

(c) **Cure.**

If a default for which a notice of claim of lien was filed is cured, the Declarant shall file or Record a rescission of such notice, upon payment by the defaulting Occupant of the costs of preparing the filing or Recording such rescission and other reasonable costs, interest or fees that have been incurred.

(d) **Nonexclusive Remedy.**

The foregoing lien and the rights thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments. If any Occupant shall fail to perform such maintenance and repair and, notwithstanding such failure, Declarant or the Association should fail to exercise its rights and remedies hereunder, then any other Occupant, after fifteen (15) days prior written notice to Declarant and such delinquent Occupant, shall have the right, but not the obligation, to perform such maintenance and repair and shall have the same rights and remedies with respect thereto as are provided herein to.

2.9 **Design Guidelines - Construction Must Conform.**

Buildings and other improvements will be constructed within the Lots by or under the direction of the Declarant, according to a common design scheme ["Design Guidelines"] established by the Declarant. No person other than the Declarant 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 Declarant. No person other than the Declarant shall paint or otherwise alter the exterior of any improvement, including the doors and windows, if such exterior is visible from another Lot, without the prior written consent of the Declarant. Any addition, alteration or improvement upon any Lot existing in violation of this Declaration shall be removed or altered to conform to the Design Guidelines within thirty days after notice from the Declarant of the violation.

2.10 **Repair of Buildings.**



No buildings or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

**2.11 Utilities In Common Maintenance Areas and Property Owned by the Declarant.**

For property owned by the Declarant and Common Maintenance Areas, the Declarant reserves the sole right to consent to the construction and placement of utilities, including, but not limited to lines for water, sewer, electricity, telephone and fiber-optic cable in and upon any and all Common Maintenance Areas now existing or hereafter established upon which any portion of the Subject Property. Declarant reserves the exclusive right to approve above ground utility lines across the Subject Property or any portion thereof on a temporary basis for the purpose of construction and such lines shall be permitted when required by a governmental agency. Notwithstanding the provisions of this section, the construction and operation of public utilities in rights-of-way dedicated to the public must be approved by the appropriate governmental authority.

**2.12 Mechanical Equipment.**

All mechanical equipment, utility meters, storage tanks, air-conditioning equipment and similar items shall be completely screened with landscaping or attractive architectural features integrated into structure itself.

**Article 3  
Assessment of Liens**

**3.1 Annual Budget and Assessment.**

The Declarant or the Association shall annually adopt a one-year budget for the maintenance, repair and improvement of the Common Maintenance Areas. The Declarant or the Association then shall assess each Owner for its proportional share (determined by the proportion of the number of square feet owned at the time of the assessment as compared to the total square feet of all Lots.) By written notice to each Owner. The assessment is due and payable in full forty-five (45) days after the date sent by Declarant or the Association. Such assessment funds collected shall be separately accounted and used solely for Common Maintenance Area Maintenance, repair and improvement.

**3.2 Special Assessments.**

Where necessary repairs or improvements are not foreseeable when the annual budget is created pursuant to Section 3.1, the Declarant or the Association may impose a special assessment computed on the same basis as an annual assessment for the costs of such repairs or improvements. All funds collected shall be used for such purposes and any remaining funds shall be applied to the ensuing year's budget. Such assessment(s) shall be due and payable in full within forty-five (45) days after the date sent by Declarant or





the Association.

**3.3 Overdue Assessments/Lien Created.**

Any assessment not paid when due shall accrue interest as twelve percent (12%) per annum from the date due and shall be a lien against the Owner's property until fully paid, together with interest and costs of collection or lien foreclosure, including attorney fees. The Declarant or the Association may Record notice of such lien with the County Auditor any time within six years from the date a payment is overdue and cause the lien to be foreclosed in the manner of a mortgage on real property.

**ARTICLE 4**

**Administration; Transfer of Control; Formation of Association;  
Assignment of the Declarant**

**4.1 Initial Control.**

This Declaration shall be administered by Declarant commencing with its Recordation and continuing until the Transition Date. On the Transition Date, or sooner if Declarant so elects, Declarant shall assign and transfer to the Association all of the rights, powers and reservations of Declarant herein contained, and the Association shall assume all of such duties, rights, powers and reservations. The assignment made under this Section 4.1 shall be in reasonable form and shall be recorded.

**4.2 Formation of Association.**

At least ninety (90) days prior to the Transition Date, Declarant shall cause the Association to be formed and organized by filing Articles of Incorporation with the Secretary of State of the State of Washington. The name of the Association shall be "Advantage Business Park Association", and it shall be incorporated as, a Washington Nonprofit Miscellaneous and Mutual Corporation. The affairs of the Association shall be governed and regulated by said Articles, Bylaws to be adopted by the Association and this Declaration. In the event that all Lots within Advantage Business Park have been added to Advantage Commercial Condominium, the Advantage Business Park Association shall not be formed and instead, the Unit Owners Association of Advantage Commercial Condominium shall assume full responsibility for all management and enforcement responsibilities of the Subject Property.

**4.3 Membership.**

Following its formation, each and every Owner of a Lot shall automatically become and must remain a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from Ownership of a Lot. Any transfer of title to a Lot shall operate automatically to transfer membership in the Association appurtenant to such Lot to the new Owner thereof.



**4.4 Voting Rights.**

Each member of the association shall be entitled to one (1) vote for every one thousand (1,000) square feet of land, or fraction thereof, contained in the Lot owned by such member as of the date of the notice of the meeting at which the vote is to be cast.

**4.5 Board of Directors.**

The affairs of the Association shall be managed by a Board of Directors which will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws and the Association. The number of directors and the initial members of the Board of Directors shall be as set forth in the Articles of Incorporation filed by Declarant. The Board of Directors shall administer this Declaration on behalf of the Association following the transfer of administration described in Section 4.1, entitled "Initial Control," of this Declaration.

**4.6 Interim Governance.**

At the Declarant's option, interim management and governance of the Subject Property, including enforcement of this Declaration of Covenants, may be vested in the Unit Owners Association of Advantage Commercial Condominium, a Washington Nonprofit Miscellaneous and Mutual Corporation [the "Condominium Association"]. In such case, the Condominium Association shall have the authority to exercise all rights and powers vested in the Declarant under this Declaration of Covenants.

**ARTICLE 5**

**Constructive Notice and Acceptance**

Every person or entity who now or hereafter occupies or acquires any right, title or interest in or to any portion of the Subject Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Subject Property.

**ARTICLE 6**

**Waiver**

Neither the Declarant nor its successors or assigns shall be liable to any Occupant of the Subject Property by reason of any mistake in judgement, negligence, nonfeasance, action or inaction or for the enforcement of failure to enforce any provision of this Declaration. Every Occupant of any of said property by acquiring its interest therein agrees and covenants that it will not bring any action or suit against the Declarant to recover any such damages or to seek equitable relief because of same.



**ARTICLE 7**  
**Runs with Land**

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Subject Property; shall create mutual equitable servitudes upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Occupants of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Occupant of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

**ARTICLE 8**  
**Rights of Mortgagees**

No breach of any covenant, condition or restriction herein contained or any enforcement thereof, shall defeat or render invalid the lien of any mortgage or Deed of Trust now or hereafter executed upon the Subject Property or a portion thereof, provided, however, that if any portion of said properties sold under a foreclosure of any mortgage or under the provisions of any Deed of Trust, any purchaser at such sale and its successors and assigns shall hold any and all property so purchased subject to all of the covenants, conditions and restrictions contained in this Declaration.

**ARTICLE 9**  
**Amendment**

**9.1 Procedure for Amendment of Declaration.**

Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 9.3 hereof, amendments may be adopted only at a meeting of the Owners if at least sixty percent (60%) of the votes in the Association are cast for such amendment, or without any meeting if all Owners have been duly notified and Owners holding at least sixty percent (60%) of the votes in the Association consent in writing to such amendment. In all cases, the amendment when adopted shall bear the acknowledged signature of the President of the Association.



**9.2 Recordation Required.**

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

**9.3 Amendments by Declarant.**

The Declarant may unilaterally adopt and file amendments to this Declaration for so long as the Declarant is the Owner of any Lot in Advantage Business Park. Specifically and without limitation, Declarant may amend this Declaration to add additional real property to Advantage Business Park, and cause the same to be subject to this Declaration, and cause owners of Lots in such additional real property to become members of the Association.

**ARTICLE 10**

**Captions**

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

**ARTICLE 11**

**Effect of Invalidation**

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**IN WITNESS WHEREOF** Declarant has caused this Declaration executed as of the 25 day of May, 2005

DECLARANT:  
ADVANTAGE BUSINESS PARK LLC

By   
TIMOTHY B. WHITE, Its Managing Member



200506010110  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that TIMOTHY B. WHITE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of the Declarant, ADVANTAGE BUSINESS PARK LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-25, 2005.

NOTARY PUBLIC  
STATE OF WASHINGTON  
JUSTYNE P. LARSEN  
My Appointment Expires Nov 20, 2005

*Justyne P. Larsen*  
NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 11-20-05



EXHIBIT "A"  
TO DECLARATION OF COVENANTS FOR  
ADVANTAGE BUSINESS PARK

LEGAL DESCRIPTION OF LAND SUBJECT TO COVENANTS

The legal description of the "Subject Property is as follows:

LOTS 4 & 5, "HOPPER ROAD BUSINESS PARK, REVISED BINDING SITE PLAN," RECORDED JANUARY 30, 2003, UNDER AUDITOR'S FILE NO. 200301300162, RECORDS OF SKAGIT COUNTY, WASHINGTON.

and

LOT 9, "HOPPER ROAD BUSINESS PARK, REVISED BINDING SITE PLAN," RECORDED JANUARY 30, 2003, UNDER AUDITOR'S FILE NO. 200301300162, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 9 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9; THENCE NORTH 88°50'04" WEST 240.26 FEET ALONG THE NORTH LINE OF SAID LOT 9 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°13'03" EAST 100.11 FEET ALONG THE WESTERLY LINE OF SAID LOT 9 TO A POINT THAT IS SOUTH 68°12'23" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 68°12'23" EAST 256.41 FEET TO THE POINT OF BEGINNING.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Subject to covenants, conditions, restrictions, reservations, agreements, encumbrances and other matters of record.

