

When recorded return to:

Paul and Helen Weyer
12464 Parkside Lane
Mount Vernon, Washington 98273



200005260142

Kathy Hill, Skagit County Auditor
5/26/2000 Page 1 of 13 3:59:17PM

***DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS
AND ROAD MAINTENANCE AGREEMENT***

Grantor: Paul J. Weyer and Helen Weyer Trust, U/A March 4, 1998, Paul J. Weyer and Helen Weyer, Trustees

Grantees: Short Plat 98-0007 and Short Plat 95-030

Legal Description:

Parcels A and B of SP 98-0007 and Lots 1 and 2 of SP 95-030

Assessor's Property Tax 350330-4-008-0400; 3503300-4-008-0300;
Parcel or Account No.: 350330-4-008-0100; 3503300-4-008-0200

**Reference Nos of Documents
Assigned or Released:**

Conveyance: Declaration

***DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND ROAD MAINTENANCE***

This Declaration made by the Paul J. Weyer and Helen Weyer Trust, U/A March 4, 1998, Paul J. Weyer and Helen Weyer, Trustees (hereafter Declarant).

Background

- A. Declarant is the owner of the subject property which comprises approximately 20.16 acres, which are more particularly described in Exhibit A attached hereto and incorporated by this reference.
- B. Declarant has platted Short Plat 98-0007, creating two building lots, Parcels A and B. Declarant owns Lots 1 and 2 of Short Plat 95-030 and may subdivide these parcels into smaller lots at some time in the future.
- C. Declarant desires to impose upon the property, a general plan of development for the mutual benefit of all future owners, which will preserve and enhance the property values, amenities, and the views of Padilla Bay for the owners of the property affected by this Declaration.

NOW, THEREFORE, Declarant hereby declares that all the property described in Exhibit A shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property. These easements, restrictions, covenants, conditions, and road maintenance provisions shall run with the property and shall be binding on all parties having or acquiring any right, title, or interest in the property or any part thereof, and shall inure to the benefit of each owner thereof.

Any conveyance, transfer, sale, assignment, lease, or sublease of a lot, shall hereby and is deemed to incorporate, by reference, all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any lot owner, and any first mortgagee of a lot.

Article I General Plan for Development

1. **General Plan of Development.** The General Plan of Development provides for the construction of one single family residence, which shall be privately owned, on each of legal building lot now existing or hereafter created upon the lands affected hereby.

2. **Easement.** The rights and obligations established by the covenant shall constitute an affirmative easement as to roads and views which shall be appurtenant to each lot and shall benefit all other lots within the subject lands. This declaration replaces and supercedes the Maintenance provisions stated in Non-exclusive Easement and Maintenance Declaration recorded by Declarants under Skagit County Auditor file no. 9906240105. The road easement provisions of said document remain in full force and effect.

3. **Building Minimum Size.** Each dwelling constructed within the development shall be constructed on site. No mobile or manufactured houses shall be placed on any of the subject property. The minimum size for each residence shall be 1,800 square feet of living area, excluding garages, porches, and unheated storage areas. Every residence must have a garage which holds at least two full sized cars.

4. **Utilities.** All utilities shall be installed underground. No fuel tanks shall be maintained above ground unless properly screened.

5. **Refuse Storage.** No garbage refuse, rubbish, cuttings, or debris of any kind shall be deposited on or left upon any lot, unless placed in an attractive container suitably located and screened from view of any other lot owner. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.

6. **Junk Vehicles.** No inoperable or junk vehicles may be stored on the premises outside of a fully enclosed storage building for a period exceeding 30 consecutive days.

7. **Livestock.** Occupants may keep livestock or horses, provided that adequate fencing and structures for shelter of animals and storage of feed and equipment is installed and maintained. Adequate and reasonable storage shall be provided for and regular removal of manure shall occur, all so as to prevent a nuisance to other lot owners benefited by these covenants.

8. **Business and Commercial Use of Property.** No trade, craft, business, or manufacturing enterprise or other commercial activity of any kind shall be conducted or carried on upon any lot within a building located on any lot. Regardless of the foregoing, certain bona fide "home enterprises" may be conducted in the residence if there is no significant traffic impact or resulting nuisance.

Article II

View Enhancement

1. **View Enhancement.** One of the purposes of this Declaration is to protect the views of Padilla Bay and the lands located to the west and south of the property within the development. Provided, however, that the provisions of the View Easement shall not be used to enhance or create a view which is nonexistent at the time of this Declaration. In order to preserve the views of the property within the development, no construction of structures or buildings shall take place within the view easements unless the owner of the property benefitted by the view easement shall consent, in writing, executed with the same formalities as this Declaration.

2. **View Easements.** The Declarant hereby declares a view easement over and across portions of the following lots in the areas described:

a. Upon Lot A of Short Plat 98-0007, no structures or trees shall be placed with that portion of the property located in the central portion of the parcel marked as view corridor on the attached map (exhibit c). No other vegetation shall be allowed to grow to a height in excess of 7 feet in this view easement area;

b. Upon Lot B of Short Plat 98-0007, no buildings or trees may be placed with in the view corridor marked on the attached map (exhibit c) and trees and shrubs shall not exceed 7 feet mature height in this view easement area. No new vegetation having a mature height exceeding 12 feet may be added to the existing landscaping anywhere else on Lot B. No addition to the existing house shall exceed 24 feet in height. No buildings in excess of 16 feet in height shall be placed anywhere else upon this parcel. The owner or owners of the property comprising Lot 2 of Short Plat 95-030 and the owner of Parcel A of Short Plat 98-0007 shall have the right to come upon the property at reasonable times and upon reasonable notice to trim existing trees which exceed 30 feet



in height.

c. Upon Lot 2 of Short Plat 95-030 no buildings may be placed within the view corridor marked on the attached map (exhibit c). Trees and shrubs shall not exceed 7 feet mature height in this view easement area.

3. **Breach of View Easement Concerning Trees and Vegetation.** In the event of breach of the easement provision for view, as the same may be affected by the planting of trees or vegetation, the lot owner benefitted by the View Easement may require removal of the offending vegetation at the expense of the lot owner violating the View Easement. In the alternative, the owner of the property benefitted by the View Easement is specifically authorized by this Declaration to enter upon the property of the burdened property owner for the purpose of removing any offending trees or vegetation, which, in such instance, shall be at the sole expense of the benefitted property owner. Two weeks notice of intent to remove such vegetation or trees shall be given, in writing, prior to undertaking such activity. Notice shall be given by first class mail or by hand delivery to the lot owner, personally.

Article III Easement and Maintenance Agreement

1. **Declaration of Road Easement.** The Declarant declares that the Non-exclusive Easement and Maintenance Declaration recorded by Declarants under Skagit County Auditor file no. 9906240105. shall benefit all of the land described herein and further subdivision of any of the properties. The benefitted properties are specifically granted the right to develop, install, and maintain a roadway within the easement area. See Exhibit B for Easement area. Upon majority vote of the lot owners, all lot owners may be required to contribute to construction and development of a paved roadway. Further, this declaration shall not be construed to prevent the installation of a paved road at the sole expense of any future developer of any lot. The term "Lot" as used in this Declaration means a legal building lot and "Lot Owner" means the owner of a legal building lot.

2. **Maintenance of Roadway.** The roadway shall be maintained as a gravel road and following construction of the road, the persons charged with maintaining the road may engage in the following acts:

a. Filling of chuckholes, grading of road surface, installation of gravel to limit occurrences of chuckholes and ruts during rainy season, and regular trimming and chemical spraying of vegetation upon the road and shoulder as required to maintain the roadway area.

b. Any additional repairs or maintenance deemed necessary or advisable as may be established by majority vote of the owners in accordance with the provisions outlined below.

3. **Unincorporated Owners Association.** The lot owners of the subject properties shall constitute an unincorporated Road Maintenance Association. At the inception of this declaration, there is deemed to be four voting parcels for purposes of road maintenance. Parcel A and Parcel B of Short Plat 98-0007 shall each have one vote. Lot 1 of Short Plat 95-030 and Lot 2 of Short Plat 95-030 shall each have one vote. In the event of further subdivision of Parcel A of Short Plat 98-0007 or Lot 1 or 2 of Short Plat 95-030, each legal building lot shall have one vote for purposes of decision making. One of the Declarants shall be the chairman until they have conveyed all interest in the properties. Thereafter, the owners shall appoint a

chairman by majority vote who shall preside over meetings of the Road Maintenance Association and who shall be authorized to make arrangements for execution of the maintenance work or road construction as authorized by this Agreement. Any road maintenance activities shall be approved by a majority vote of the lot owners prior to commencement of the work. Each lot owner shall contribute their pro-rata share of road maintenance or construction expenses. Pro-rata contributions shall initially be in the amount of 25 percent for each parcel identified for voting purposes. Should future subdivision take place, pro-rata contributions shall be in proportion to the total number of legal building lots affected by these covenants, each lot bearing an equal share of the expense. A majority vote of the lot owners shall be binding for purposes of determining what repairs or improvements are necessary.

4. **Accounting for Expenses.** All lot owners shall be entitled to an accounting of all monies received and disbursed involving the roadway maintenance and construction. Annually, the chairman of the Road Association shall make the appropriate assessment to each lot owner for maintenance and construction, collect, and disburse the funds for maintenance.

5. **Maintenance Assessments Shall be a Lien Against Property.** Road maintenance and construction assessments shall be due within 20 days of delivery of the notice of assessment. Assessments which are past due shall be a charge and lien against the lot of the lot owner failing to pay their assessment. Such charges shall also be a personal obligation of the person who is the owner of each lot when the assessment becomes due and payable. Such lien shall be subject to foreclosure in accordance with the laws of Mechanics and Materialmen's liens as set forth in Chapter 60.04 RCW and as may be hereafter amended or superceded by similar applicable law. No pre-claim notices or other disclosures required of a contractor shall be deemed necessary as a pre-requisite to foreclosure of such lien.

6. **Road Maintenance Standard.** The road subject to this Declaration shall be maintained in such condition as to make it easily traversed by two-wheel drive passenger vehicles.

Article IV Enforcement

1. **Nonpayment of Assessment.** In the event a lot owner fails to pay the assessment as provided for herein, the other lot owners benefitted by this Agreement may advance the cost of such road maintenance, once the assessment becomes past due. The lot owners shall have the option of contributing pro-rata toward the defaulting lot owner's assessment or one owner may advance the entire portion, as the owners may agree. The parties making the advance to cover the expense of the defaulting lot owner shall be entitled to recover the funds advanced plus interest at the rate of 15 percent per annum from the date of such advancement until paid.

2. **Collection Procedure and Attorney Fees.** If at any time, the parties to this Agreement are in breach of any terms hereof, the other parties shall give the breaching party written notice of the specific terms of the breach and make demand for performance of the work to bring the roadway or any other nonconforming condition violating these covenants into compliance. In the event the breaching party fails to take remedial action or pay any portion of the funds owed by the breaching party, the party making the advance or benefitted by these covenants may seek enforcement hereunder. The foreclosure of any liens shall be made in the name of the parties making the advance of any roadway assessment and these parties shall



be entitled to foreclosure of the lien as provided above and by applicable law. In the event of demand, action or suit to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their costs and reasonable attorney fees including costs of court and expert witness fees (including those incurred on appeal), from the nonprevailing or breaching party, whether such recovery shall be made by negotiation, stipulation, arbitration or court order.

Article V General Terms

1. There shall be no modification of this Agreement by course of dealing. Any waiver of any breach at any time shall not constitute a waiver of any subsequent breach of this Declaration. Any modification of this Declaration shall be executed in accordance with the same formalities as this original Declaration.

2. No right of action shall accrue nor shall any action be brought or maintained by anyone whosoever against the Declarant for or on account of the Declarant's failure to bring an action on account of a breach of any of these covenants. In the event any aggrieved lot owner shall bring an action for injunctive relief and should the court determine that injunctive relieve is appropriate, said party should not be required to post bond as a condition of obtaining the issuance of a temporary restraining order or a preliminary injunction.

3. **Interpretation.** This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the property benefitted by this Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed on May 26, 2000.

Paul J. Weyer and Helen Weyer Trust, U/A March 4, 1998

Helen M. Weyer
Helen Weyer, Trustee

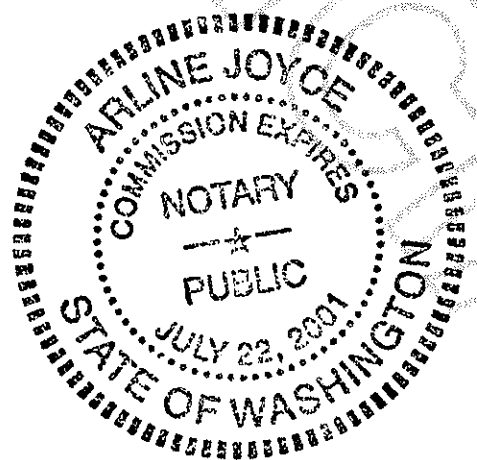
Paul J. Weyer
Paul J. Weyer, Trustee



State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Paul J. Weyer and Helen Weyer, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument as Trustees of the Paul J. Weyer and Helen Weyer Trust, U/A March 4, 1998 and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: May 26, 2000



Arline Joyce
Notary Public
My appointment expires 7-22-01

EXHIBIT

C

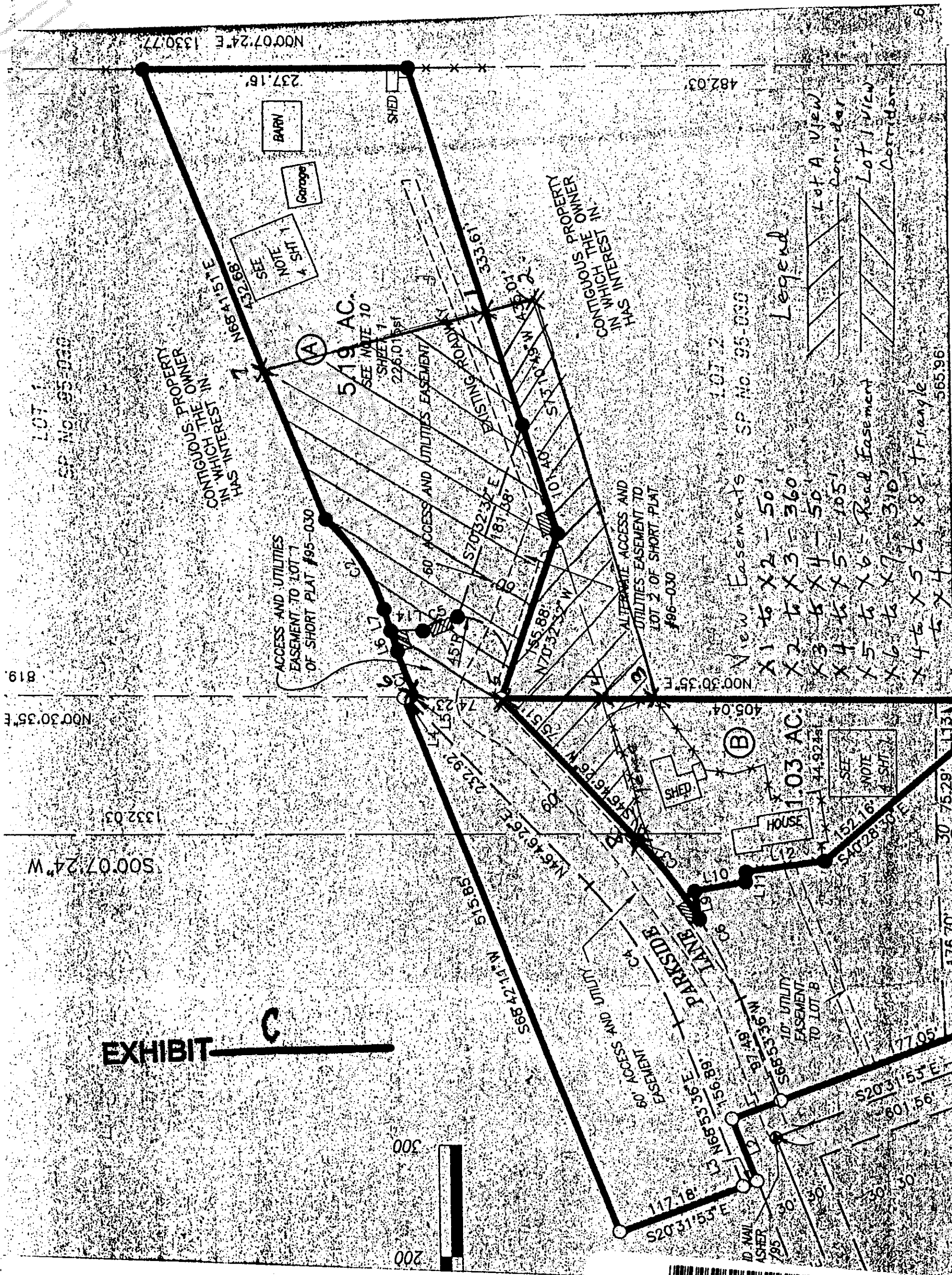


Exhibit 'A'

Page 1

Property Description Summary

PROPERTY ID..... P35052
XREF.ID..... 350330-4-008-0100

LEGAL DESCRIPTION... ACREAGE ACCOUNT, ACRES 8.95, LOT 1 SHORT PLAT 95-030
RECORDED UNDER AF#9608120136; BEING A PORTION OF SOUTHWEST
1/4 OF THE SOUTHEAST 1/4 AND GOVERNMENT LOT 4, SECTION 30,
TOWNSHIP 35 NORTH, RANGE 3 EAST. EXCEPT THAT PORTION OF LOT
1 SHORT PLAT 95-030, DESCRIBED AS FOLLOWS: BEGINNING AT THE
SOUTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE NORTH
00 DEGREES 30' 35" EAST ALONG THE WEST LINE OF SAID LOT, A
DISTANCE OF 74.23 FEET TO POINT ON A NON TANGENT CURVE
CONCAVE TO THE SOUTH THE RADIUS POINT OF WHICH BEARS SOUTH
29 DEGREES 04' 54" EAST, A DISTANCE OF 210.00 FEET; THENCE
EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12
DEGREES 20' 37", AND AN ARC DISTANCE OF 45.24 FEET; THENCE
NORTH 73 DEGREES 15' 43" EAST, A DISTANCE OF 39.29 FEET TO
THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH
HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG SAID
CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 46' 25", AND AN
ARC DISTANCE OF 96.68 FEET; THENCE NORTH 68 DEGREES 41' 51"
EAST, A DISTANCE OF 432.68 FEET TO THE EAST LINE OF SAID LOT
1; THENCE SOUTH 00 DEGREES 07' 24" WEST ALONG SAID EAST
LINE, A DISTANCE OF 83.15 FEET TO THE SOUTHEAST CORNER OF
SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1
THROUGH THE FOLLOWING THREE COURSES, NORTH 89 DEGREES 20'
25" WEST A DISTANCE OF 98.86 FEET; SOUTH 00 DEGREES 39' 34"
WEST A DISTANCE OF 47.44 FEET, SOUTH 68 DEGREES 37' 59" WEST
A DISTANCE OF 498.53 FEET TO THE POINT OF BEGINNING OF THIS
DESCRIPTION.

SITUS ADDRESS..... MCUNT VERNON, WA 98273
SITUS CSZ..... MCUNT VERNON, WA 98273
OWNER NAME..... WEYER PAUL J
OWNER ADDR 1..... WEYER HELEN
OWNER ADDR 2..... 10975 2ND ST
CITY, STATE ZIP..... MCUNT VERNON WA 98273



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Exhibit "A"

Page 2

Property Description Summary

PROPERTY ID..... P35027
XREF.ID..... 350330-4-008-0200

LEGAL DESCRIPTION... ACREAGE ACCOUNT, ACRES 5.28, LOT 2 SHORT PLAT 95-030
RECORDED UNDER AF#9608120136, BEING A PORTION OF THE
SOUTHWEST QUARTER OF THE SCUTHEAST QUARTER AND GOVERNMENT
LOT 4, SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST. EXCEPT
THAT PORTION OF LOT 2 SHORT PLAT 95-030 DESCRIBED AS
FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH 00 DEGREES 07' 24" WEST ALONG THE EAST LINE
THEREOF, A DISTANCE OF 38.00 FEET; THENCE SOUTH 73 DEGREES
10' 49" WEST, A DISTANCE OF 435.01 FEET; THENCE NORTH 70
DEGREES 32' 32" WEST, A DISTANCE OF 4.46 FEET TO THE NORTH
LINE OF SAID LOT 2; THENCE NORTH 68 DEGREES 53' 36" EAST
ALONG THE NORTH LINE THEREOF, A DISTANCE OF 450.95 FEET TO
THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF LOT 3
OF SHORT PLAT 95-030 DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHWEST CORNER OF LOT 2 OF SAID SHORT PLAT; THENCE NORTH
00 DEGREES 30' 35" EAST ALONG THE NORTHERLY PROJECTION OF
THE WEST LINE OF LOT 2, A DISTANCE OF 105.92 FEET TO THE
SOUTHWEST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE SOUTH
70 DEGREES 32' 32" EAST, A DISTANCE OF 151.42 FEET TO THE
NORTH LINE OF LOT 2 OF SAID SHORT PLAT; THENCE SOUTH 68
DEGREES 53' 36" WEST ALONG SAID NORTH LINE, A DISTANCE OF
154.05 FEET TO THE POINT OF BEGINNING.

SITUS ADDRESS.....
SITUS CSZ..... MOUNT VERNON, WA 98273

OWNER NAME..... WEYER PAUL & HELEN TRUST
OWNER ADDR 1..... WEYER HELEN
OWNER ADDR 2..... 10975 2ND ST
CITY, STATE ZIP.... MOUNT VERNON WA 98273



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Exhibit 'A'

Page 3

Property Description Summary

PROPERTY ID..... 934998 + P115466
XREF.ID..... 350330-4-008-0300 + 35 0330-4-008-0400

LEGAL DESCRIPTION... ACREAGE ACCOUNT, ACRES 6.22, LOT 3 SHORT PLAT 95-030
RECORDED UNDER AF#9608120136, BEING A PORTION OF THE
SOUTHWEST 1/4 OF THE SCUTHEAST 1/4 AND GOVERNMENT LOT 4,
SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST. EXCEPT THAT
PORTION OF LOT 3 SHORT PLAT 95-030 DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 2 OF SAID SHORT
PLAT; THENCE NORTH 00 DEGREES 30' 35" EAST ALONG THE
NORTHERLY PROJECTION OF THE WEST LINE OF LOT 2, A DISTANCE
OF 105.92 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID
SHORT PLAT; THENCE SOUTH 70 DEGREES 32' 32" EAST, A DISTANCE
OF 151.42 FEET TO THE NORTH LINE OF LOT 2 OF SAID SHORT
PLAT; THENCE SOUTH 68 DEGREES 53' 36" WEST ALONG SAID NORTH
LINE, A DISTANCE OF 154.05 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH THAT PORTION OF LOT 2 OF SHORT PLAT 95-030
DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF
SAID LOT 2; THENCE SOUTH 00 DEGREES 07' 24" WEST ALONG THE
EAST LINE THEREOF, A DISTANCE OF 38.00 FEET; THENCE SOUTH 73
DEGREES 10' 49" WEST, A DISTANCE OF 435.01 FEET; THENCE
NORTH 70 DEGREES 32' 32" WEST, A DISTANCE OF 4.46 FEET TO
THE NORTH LINE OF SAID LOT 2; THENCE NORTH 68 DEGREES 53'
36" EAST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 450.95
FEET TO THE POINT OF BEGINNING. ALSO TOGETHER WITH THAT
PORTION OF LOT 1 OF SHORT PLAT 95-030, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID SHORT
PLAT; THENCE NORTH 00 DEGREES 30' 35" EAST ALONG THE WEST
LINE OF SAID LOT, A DISTANCE OF 74.23 FEET TO POINT ON A NON
TANGENT CURVE CONCAVE TO THE SOUTH THE RADIUS POINT OF WHICH
BEARS SOUTH 29 DEGREES 04' 54" EAST, A DISTANCE OF 210.00
FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH CENTRAL ANGLE
OF 12 DEGREES 20' 37", AND AN ARC DISTANCE OF 45.24 FEET;
THENCE NORTH 73 DEGREES 15' 43" EAST, A DISTANCE OF 39.29
FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE
NORTH HAVING A RADIUS OF 120.00 FEET; THENCE EASTERLY ALONG
SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES 46' 25",
AND AN ARC DISTANCE OF 96.68 FEET; THENCE NORTH 68 DEGREES
41' 51" EAST, A DISTANCE OF 432.68 FEET TO THE EAST LINE OF
SAID LOT 1; THENCE SOUTH 00 DEGREES 07' 24" WEST ALONG SAID
EAST LINE, A DISTANCE OF 33.15 FEET TO THE SOUTHEAST CORNER
OF SAID LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1
THROUGH THE FOLLOWING THREE COURSES, NORTH 39 DEGREES 20'
26" WEST A DISTANCE OF 98.86 FEET, SOUTH 00 DEGREES 39' 24"
WEST A DISTANCE OF 47.44 FEET, SOUTH 68 DEGREES 37' 59" WEST
A DISTANCE OF 498.58 FEET TO THE POINT OF BEGINNING OF THIS
DESCRIPTION.

..... MOUNT VERNON,



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806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 355-2121 FAX: (360) 855-1656

Exhibit B

LEGAL DESCRIPTION
FOR
PAUL AND HELEN WEYER
OF
ROAD AND UTILITY EASEMENT

October 2, 1998

An easement for ingress, egress and utilities over, under and through a ninety (90) foot diameter cul de sac and a sixty (60) foot wide strip in that portion of Government Lot 4 and the southwest quarter of the southeast quarter of Section 30, Township 35 North, Range 3 East, W.M. described as follows:

Beginning at the intersection of the north line of Farnham Street with the west line of Second Street as shown on Short Plat #95-030 recorded in Volume 12 of Short Plats at page 124 and 125 under AF#9608120136 records of Skagit County, Washington, thence N20°31'53"W along the west line of vacated Second Street, a distance of 13.50 feet; thence along the northerly line of that certain 60 foot easement as shown on the face of said Short Plat through the following three courses, N68°53'36"E, a distance of 156.89 feet to the point of curvature of a curve concave to the northwest having a radius of 380.00 feet; thence northeasterly along said curve through a central angle of 22°07'10", an arc distance of 146.70 feet; thence N46°46'26"E, a distance of 232.92 feet to the west line of Lot 1 of said Short Plat; thence S00°30'35"W along said west line, a distance of 8.81 feet to the beginning of a non-tangent curve concave to the south the radius point of which bears S29°04'54"E a distance of 210.00 feet; thence easterly along said curve through a central angle of 12°20'37", an arc distance of 45.24 feet; thence N73°15'43"E, a distance of 19.44 feet; thence S00°30'35"W, a distance of 28.55 feet to a point on a 90 foot diameter cul de sac, the center of which bears S46°23'40"W a distance of 45.00 feet; thence southerly along said cul de sac through a central angle of 43°35'32", an arc distance of 34.24 feet; thence S70°32'32"E, a distance of 181.38 feet; thence S73°10'49"W, a distance of 101.40 feet;

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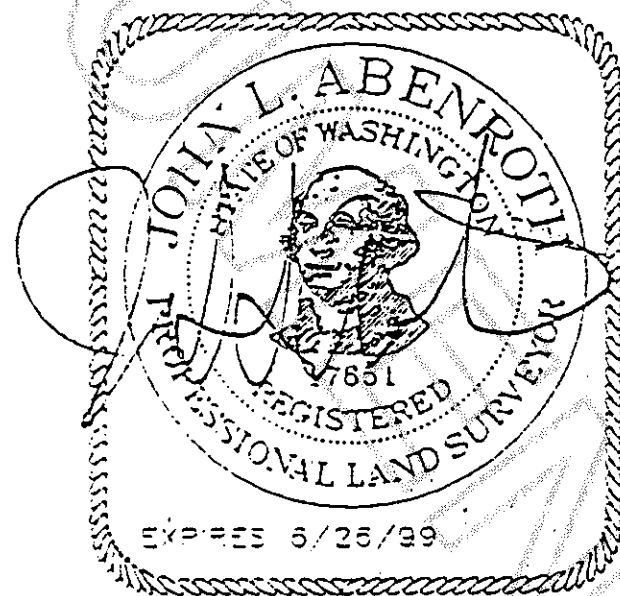
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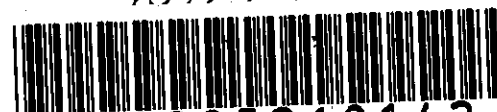
806 Metcalf St., Sedro-Woolley, WA 93294 Phone: (360) 855-2121 FAX: (360) 855-1553

thence N70°32'32"W, a distance of 155.88 feet to southwest corner of Lot 1 as shown on said Short Plat; thence along the south line of that certain 60 foot easement as shown on the face of said Short plat through the following three courses, S46°46'26"W, a distance of 175.51 feet to the point of curvature of a curve to the right having a radius of 440.00 feet; thence southwesterly along said curve through a central angle of 22°07'10", an arc distance of 169.87 feet; thence S68°53'36"W, a distance of 97.49 feet to the east line of Second Street as shown on said Short plat; thence N20°31'53"W along said east line, a distance of 46.50 feet to the easterly projection of the north line of Farnham Street as shown on said Short Plat; thence S68°53'36"W along said northerly line, a distance of 60.00 feet to the point of beginning of this description.

Situated in Skagit County, Washington.



10/2/99



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Kathy Hill, Skagit County Auditor