

After Recording Return to:

**LAW OFFICE**

OF

**BRADFORD E. FURLONG, P.S.**

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Skagit County Auditor  
9/21/2000 Page 1 of 13 3:39:23PM

LAND TITLE COMPANY OF SKAGIT COUNTY

PA 92712

**Title of Document: Revised Declaration of Covenants, Conditions, Restrictions, and Joint Use and Maintenance Agreement**

**Reference number(s) of related document: Skagit County Auditor's File No. 1999911010173**

**Declarant: Laura N. Beadle and Gerald W. Beadle, Trustees, pursuant to a REVOCABLE TRUST AGREEMENT dated May 14, 1985 and Jay Lund, Individually.**

**Abbreviated Legal Description: ptn lt 4 sp #10-89, lt 4 sp 19-85, ptn NW ¼ 35-35-1 EWM**

**Assessor's Tax Parcel ID No.: 350135-2-001-1530; 350135-3-001-0106; 35135-2-001-0028**

This Declaration is made on this 21st day of September, 2000, by the current record owners of certain land situated in the State of Washington, County of Skagit, commonly known as Pointe Division IV (hereafter Division IV) and the property directly north of Point Division IV commonly known as Pointe Division V (hereafter High Pointe), each of which properties are legally described on Exhibit "A," attached hereto and incorporated herein by this reference and hereafter referred to collectively as "*The Properties*."

WHEREAS, a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and JOINT USE and MAINTENANCE AGREEMENT" (hereafter "Original CC&R's") was recorded on The Properties on November 1, 1999; and

WHEREAS, the current record owners of *The Properties* (hereafter "Declarants") desire to revise the Original CC&Rs with *the* following Covenants, Conditions, Restrictions and Joint Use and Maintenance Agreement (hereafter CC&R's"); and

WHEREAS, in doing so, Declarants also desire the CC&R's be interpreted in conjunction with the previously recorded ingress and egress easement and utility easement burdening the Division IV and benefiting the High Pointe as to limit and or amend those easements as set forth herein; and

WHEREAS, Declarants represent they have the right to place these enforceable CC&R's on title to *The Properties* and the ability to subordinate any and all interest in *The Properties* to these CC&R's.

NOW THEREFORE, the Declarants declare as follows:

1. Declaration of CC&R's and Revocation of Pre-Existing, Original CC&Rs. All of *The Properties* and uses made thereon are and will be held, sold, and conveyed subject to and burdened by the following CC&Rs, all of which are for the purpose of enhancing and protecting the value, desirability and

attractiveness of *The Properties* and to maintaining the sylvan character of *The Properties*, and to encourage the planting of additional trees on *The Properties* and all for the benefit of the Declarants thereof, their heirs, successors, grantees and assigns. These CC&Rs replace those recorded on November 1, 1999 under Skagit County Auditor's File Number 19911010173, which are hereby revoked in their entirety.

2. Covenants Running the Land. The covenants, conditions, restrictions and agreements contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of *The Properties*, their heirs, executors, administrators, successors, grantees and assigns (hereinafter "Owner(s)"). All instruments granting or conveying any interest in *The Properties* shall refer to this Declaration and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this Declaration are binding upon all successors in interest despite an absence of reference thereto in the instrument of conveyance, lease or sublease. Reference to an individual Declarant shall bind and inure to benefit of its successors and assigns. The foregoing notwithstanding, except for Sections 1 – 5, , 11.1, 11.2, and 13-16, these CC&Rs shall not directly apply to Owners of new parcels created by Declarant Lund on property south of the line described in Exhibit B and run with the land with respect thereto, it being the intent hereof that Declarant Lund shall be responsible to meet the obligations of those sections made non-applicable hereby for such new parcel Owners as if Lund retained ownership of the individual new lots.

3. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, slingshots, BB guns, slings, traps or any other like weapon shall be used or discharged within *The Properties*.

4. Animals. No animals other than dogs or cats may be kept within *The Properties*, except small household domestic animals or birds kept only inside a residence.

4.1 The total number of dogs shall not exceed two (2) per household.  
Dogs shall not be allowed to run free; they shall be kept on leash, tied or in a fenced enclosure.

4.2 In no event shall the keeping of any animals result in inappropriate noise, odor, debris, nuisance or annoyance to any Owner(s) of *The Properties*. Any barking of repetitious, habitual or consistent nature shall be considered a nuisance and shall not be allowed.

4.3 Owners will be required to remove or suitably remedy any animal which is disturbing any other Owners unreasonably or which animal does not come within the definition of animals allowed on *The Properties*.

5. Nuisances. No noxious or offensive activity shall take place on any of *The Properties*, nor shall any action or inaction on *The Properties* cause an annoyance or nuisance. *The Properties* shall not be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause *The Properties* to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept or operated within *The Properties* that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants or Owners of *The Properties*. In particular, boats, with or without trailers, heavy machinery, mobile homes, recreation vehicles, inoperable vehicles or unsightly devices of any kind shall not be stored within *The Properties* in view of the roadway or the homes of other Owners. No Manufactured housing of any kind is allowed on *The Properties* except as temporary housing for an Owner, for a period not to exceed twenty-four (24) months, during construction of a permanent residence.

6. Maintenance of Roads. The roadway commonly used by the Owners of *The Properties* (hereafter "Common Road") shall be mutually maintained. Attached hereto as Exhibit C is a legal description of the Common Road. The Owners of *The Properties* agree to conduct such maintenance, repair, replacement, construction or reconstruction as necessary to maintain the improved condition of the Common Road or as is mutually determined by the Owners to promote good repair and condition and



ensure safety of the Common Road. Owners are required to maintain roads other than the Common Road at their sole expense.

6.1 Cost of Maintenance. The cost of maintaining the Common Road will be collected annually on a pro rata basis from each Declarant for its current parcel and for any parcel it hereafter creates, commencing as set forth in Paragraph 6.1.7. For example: If High Pointe is divided into three (3) parcels and Division IV remains as one (1) parcel, the maintenance budget would be evenly allocated to the four (4) parcels. If High Pointe remains one (1) parcel and Division IV is divided into three (3) parcels, with two (2) parcels south of line described in Exhibit B, then Declarant Lund shall pay three (3) of four (4) equal assessments and the Owner of High Pointe one (1) assessment. Each Owner's share of the cost shall constitute a lien on title for the benefit of the other Owners, which may be foreclosed as a mortgage under Washington law notwithstanding any provision below.

6.1.1 Lien/Personal Obligation. Annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a personal obligation of each Owner at the time when the assessment is due. Delinquent assessments, together with interest, costs, and reasonable attorneys' fees, shall become a lien upon the Owner's property if another Owner files a Claim of Lien with the Skagit County Auditor. The priority of such lien shall be based upon the date the Claim of Lien is filed. The regular annual and special assessments shall be levied at a specified dollar amount per Owner/Parcel.

6.1.2 Calculation of Assessments. Each Owner shall be assessed pro rata based on the number of parcels that they own or for which it is responsible, pursuant to paragraph 6.1.7, except for exemptions pursuant to Section 6.1.11 below.

6.1.3 Purposes of Assessments. The regular annual assessments levied shall be used to administer and to carry out only the maintenance of the Common Road. The special assessments levied shall be used exclusively for maintenance purposes unanimously agreed upon by the Owners.

6.1.4 Regular Annual Assessments. The first regular annual assessment, commencing for the Declarants in 2001, shall be \$400 per Owner; the following year the assessment shall be \$300.00 per Owner; and thereafter the assessment shall be \$200.00 per owner until agreed otherwise by a majority of the Owners. Should either Declarant subdivide its property or in any fashion create an additional building lot, it shall collect the initial and subsequent assessments as set forth above for any such lot(s) pursuant to Paragraph 6.1.7.

6.1.4.1 Banking Practices. All assessments collected shall be placed in an interest bearing checking account by Declarant Lund. The Beadle Trust shall be a signatory to the account and no funds may be withdrawn or disbursed unless both Lund and a representative of the Beadle Trust sign therefor. Yearly interest earnings from the account shall be disclosed to the Declarants and each shall recognize their respective portion for federal income tax reporting.

6.1.5 Special Assessments. In addition to the regular annual assessments authorized above, the Owners, by mutual agreement, may levy a special assessment applicable to one or more years for the purpose of defraying, in whole or in part, the cost of any Common Road reconstruction, repair, or improvement of the Common Road. Any such assessment shall have the assent of a majority of Owners.



6.1.6 Notice for Any Action Authorized under Section 6.1 and 6.1.5.

Whenever two owners desire, they may call a meeting for the purpose of taking any action authorized under paragraphs 6.1.4 and 6.1.5 by sending written notice of such meeting to all Owners not less than 10 days nor more than 50 days in advance of the meeting. Only those present in person or by proxy may vote. Any vote by a majority of those present shall bind a non-voting Owner.

6.1.7 Date of Commencement; Collection. The assessments provided for herein shall be paid in advance for the specified period. Written notice of a regular annual assessment shall be sent to every Owner subject thereto. The due dates shall be thirty days after written notice. The Owners by mutual agreement may designate a representative to handle the administration of assessments, collection and meetings. Notwithstanding the foregoing, no assessment shall be levied against an Owner until such Owner is actually using the Common Road on a regular basis. An Owner shall be deemed using the Common Road for a parcel on a regular basis once an Owner begins construction of a residence on the parcel, unless an Owner is exempt pursuant to Section 6.1.11, below. If a parcel is created and the Owner begins to actually use the Common Road midyear, said Owner, shall pay the maintenance expense of the Common Road for the parcel on a pro rata basis determined by the portion of the year of such use.

6.1.8 Omission of Assessment. Failure to timely fix the amount of the assessments for any year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or release of any Owner from the obligation to pay assessments, or any installment thereof, for that or any subsequent year, but the assessments fixed for the preceding year shall continue until a new assessment is fixed.

6.1.9 Proration. When Ownership changes, liability for regular annual and special assessments which have been established for the year of purchase shall be prorated between the buyer and seller, in accordance with the number of days remaining in that year on the date of closing. All assessments due and payable on the day of closing shall be paid at closing by the party liable and disbursed directly from any escrow involved.

6.1.10 Effect of Non-Payment of Assessment; Remedies. Any assessment not paid by the due date is delinquent, and shall bear interest at the maximum rate then permitted in the State of Washington. No Owner subject to assessment may waive or otherwise escape liability for the assessments provided for herein, except as set forth below.

6.1.10.1 Lien Indebtedness. All assessments shall be joint and several personal debts and obligations of each Owner or Owners for which the same are assessed as of the time the assessment is made, and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to any Owner, plus interest at the maximum rate then permitted in the State of Washington, and costs including reasonable attorney fees, shall be a lien upon such Owner's property. Suit to recover a money judgment for unpaid assessments shall be maintainable by the other Owners without foreclosure or waiving the lien securing the debt. Any Owner may bring an action at law against another Owner personally obligated to pay the same, or foreclose any lien against the subject property in the same manner as an action to foreclose a deed of trust on real property. From the time of commencement of such action, the delinquent Owner shall pay all costs, interest, and fees incurred in the foreclosure action, whether it proceeds to judgment or is resolved earlier.



6.1.10.2 Rental of Premises. If any of *The Properties* is rented by the Owner, the Owner is strictly responsible for the payment of all assessments and for any damages caused to the Common Road by his or her tenant.

6.1.10.3 Cumulative. The remedies provided herein are cumulative, and an Owner or Owners may pursue them concurrently as well as any other remedies that may be available under law although not expressed herein.

6.1.11 Exempt Properties. Any Owner that executes and records a valid Release of Ingress and Egress Easement Rights for the Common Road and thereafter ceases any and all use of the Common Road shall be exempt from Section VI of this Declaration, prospectively; provided any and all prior assessment shall remain due and payable until satisfied.

7. Cost of Construction and Maintenance. The Owner(s) of High Pointe shall bear and promptly pay all costs and expenses of construction of the Common Road and all utilities beyond the point indicated on Exhibit D. The Owner(s) of the High Pointe shall bear and promptly pay all costs and expenses of any inspection, maintenance, improvement, repair, construction and location of any utilities which are installed for the benefit of the High Pointe. The Owners of the High Pointe shall have the right at all times to enter Division IV for the purpose of inspecting, maintaining, constructing, and repairing the utilities in place along the utility easement.

8. Access During Construction. Owner(s) shall make provisions satisfactory to other Owner(s) for continued access along, over and across the Common Road during periods in which the Owner(s) are conducting construction or maintenance along the Common Road and or on adjacent properties.

9. Use and Activities. Owner(s) shall exercise rights under this Declaration so as to minimize and avoid, if reasonably possible, interference with other Owner(s)' use of the Common Road. Owner(s) shall at all times conduct activities on and along the Common Road so as not to interfere with, obstruct or endanger the other Owner(s) or their improvements.

10. Insurance. Prior to the Commencement of Owner(s)' construction and or maintenance activities or other substantial activities within *The Properties*, which affect the Common Road or utilities, Owners(s) shall submit to other Owners(s) certificates of insurance evidencing that Owner(s) or their contractors have satisfactory comprehensive general liability coverage, unless Owners' property is exempt pursuant to Section 6.1.11, above.

11.1 Enforcement. *The Properties* shall have the right to enforce by any appropriate proceeding at law or in equity all covenants, conditions, restrictions, and agreement set forth herein or hereafter approved by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

11.2 Enforcement of Sections 3, 4, & 5. Sections 3, 4, and 5 shall be enforced only as set forth in this Section 11.2. Any Owner who believes that another Owner or other Owner's guest, tenant or invitee has or is violating Sections 3, 4, or 5 hereof shall discuss the alleged violation orally with the allegedly offending Owner. If oral discussion does not result in a satisfactory resolution, the complaining Owner shall notify the allegedly offending Owner in writing of the specific complaint. If the written notice does not result in a satisfactory written resolution within fourteen days of the receipt of the written notice, the complaining Owner may pursue any other remedy authorized in this Declaration or otherwise available at law or equity.

12. Amendment by Declarants. This Declaration may be amended with the 100% agreement of the Owners of *The Properties* as long as the proposed Amendment conforms with the current state and federal laws existing at such time of the proposed Amendment. Amendments shall take effect



only upon recording with the Skagit County Department of Records and Elections or any successor recording office.

13. Attorney's Fees. In the event of a suit or other legal action to enforce any provision of this Declaration or to collect any monies due hereunder, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including all attorney's fees, that the prevailing party has incurred in connection with the suit or other legal action, in such amounts as the court deems reasonable, including all costs, expenses, and attorney's fees incurred in connection with any appeal from the decision of the trial court or any intermediate appellate court.


14. No Abandonment of Obligation. No Owner, through his nonuse of any portion of *The Properties*, may avoid or diminish the burdens or obligations imposed by this Declaration.

15. Severability. Invalidation of any one of these covenants, conditions, restrictions, or provisions by judgment or court order shall in no way affect any other of the same.

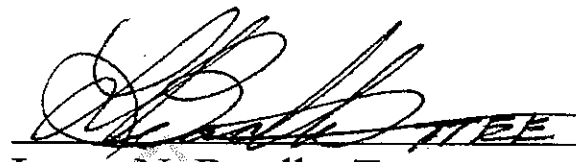
16. Applicable Law. This Declaration shall be construed in all respects under the laws of the State of Washington.

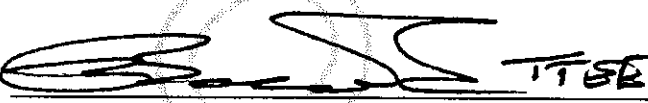
In witness whereof, the undersigned Declarants have executed this declaration the day and year first above written.

All of the Owners of  
Division IV

  
Jay Lund, individually

All of the Owners of  
Division V aka High Pointe

  
Laura N. Beadle, Trustee  
Laura N. Beadle and  
Gerald W.  
Beadle Trust

  
Gerald W. Beadle, Trustee  
Laura N. Beadle  
and Gerald W. Beadle Trust

STATE OF WASHINGTON )

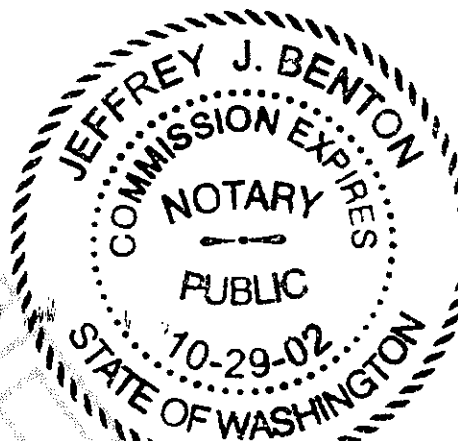
)ss.

COUNTY OF SKAGIT )

On this 18 day of SEPTEMBER 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jay Lund**, to me known to be the individual that executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



Witness my hand and official seal hereto affixed the day and year first written above.



Jeffrey J. Benton  
Notary Public in and for the State of  
Washington, residing at SEATTLE  
My commission expires: 10-29-2002  
Printed Name: JEFFREY J. BENTON

STATE OF WASHINGTON )

)ss.

COUNTY OF SKAGIT )

On this 21<sup>st</sup> day of September, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Laura N. Beadle and Gerald W. Beadle**, to me known to be the **Trustees, pursuant to a Revocable Trust Agreement dated May 14, 1985**, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Trust, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first written above.

Brenda L. Beadle  
Notary Public in and for the State of  
Washington, residing at 1112 1st Ave  
My commission expires: 11-15-00  
Printed Name: Brenda L. Beadle



7 9/21/2000 Page 7 of 13

3:39:23PM

All that portion of the Northwest quarter of Section 35, Township 35 North, Range 1 East of the W.M., Skagit County, Washington, being more particularly described as follows:

BEGINNING at the Northwest corner of the North half of the Northwest quarter of Section 35, as said point is shown on Short Plat No. 10-89, recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's office of said county and state; thence North 89° 15' 03" East, along the North line of said North half, for a distance of 1319.69 feet to the Northeast corner of the Northwest quarter of said Northwest quarter of Section 35; thence South 00° 56' 08" West, along the East line of said Northwest quarter of the Northwest quarter, for a distance of 534.92 feet to the most Northerly corner of that certain tract of land conveyed to Kevin P. Welch, as trustee of the Welch Family Charitable CRUT, and Kevin P. Welch and Jenny L.E. Welch, husband and wife, by instrument dated May 6, 1999 and recorded under Auditor's File No. 9905070125, records of said county and state; thence Southerly and Westerly, following the Westerly line of said Welch CRUT tract for the following courses:

South 35° 00' 35" West for a distance of 234.94 feet;

South 20° 30' 45" West for a distance of 112.09 feet ;

South 89° 35' 35" West for a distance of 81.64 feet;

South 00° 56' 08" West for a distance of 285.01 feet to the Southwest corner of said Welch CRUT tract; thence North 89° 35' 35" East along the South line of said Welch CRUT tract for a distance of 21.99 feet to the Northwest corner of that certain tract of land conveyed to Kevin P. Welch and Jenny Welch, husband and wife, by instrument dated December 19, 1995 and recorded under Auditor's File No. 9512290137, records of said county and state; thence South 03° 40' 59" West along the West line of said Welch tract for a distance of 120.79 feet to the most Northeasterly corner of Lot 38, Plat of the Pointe Div. No. 3, as per plat recorded in Volume 14 of Plats, pages 151, 152 and 153, records of said county and state; thence North 68° 13' 31" West along the most Northerly line of said Lot 38 for a distance of 22.31 feet; thence North 85° 13' 37" West, continuing along said most Northerly line for a distance of 68.92 feet; thence South 85° 54' 47" West, continuing along said most Northerly line for a distance of 88.21 feet; thence South 51° 04' 22" West, continuing along the most Northwesterly line of said Lot 38 for a distance of 166.06 feet to the most Northerly corner of Lot 36, said Plat of the Pointe Div. No. 3; thence South 50°

44' 21" West along the most Northwesterly line of said Lot 36 for a distance of 23.52 feet; thence North 40° 21' 05" West for a distance of 102.80 feet; thence North 03° 27' 30" West for a distance of 288.16 feet; thence North 75° 52' 50" West for a distance of 564.32 feet; thence South 80° 37' 47" West for a distance of 130.28 feet to the West line of said North half of the Northwest quarter of Section 35; thence North 01° 20' 28" East along said West line for a distance of 849.25 feet to the POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

PARCEL A:

All that portion of Lot 4, Short Plat No. 10-89, approved June 27, 1989, as recorded in Volume 8 of Short Plats, page 150, under Auditor's File No. 8908020066, records of Skagit County, Washington, lying West of the Plat of the Pointe Div. No. 3, as per plat filed in Volume 14 of Plats, pages 151 through 153, records of Skagit County, Washington.

EXHIBIT A



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Skagit County Auditor  
9/21/2000 Page 8 of 13  
3:39:23PM



PARCEL B:

All that portion of the South 200 feet of the East 980 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 35 North, Range 1 East of the Willamette Meridian lying West of the following described tract of land:

All that portion of the Northwest Quarter of Section 35, Township 35 North, Range 1 East of the Willamette Meridian, Skagit County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of the North Half of the Northwest Quarter of Section 35, as said point is shown on Short Plat No. 10-89, recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's office of said county and state; thence North 89°35'35" East, along the South line of said North Half, for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest Quarter of the Northwest Quarter of Section 35; thence North 00°55'08" East along the West line of said East 980 feet for a distance of 200.00 feet to the Northwest corner of the South 200 feet of said East 980 feet; thence North 89°35'35" East along said North line of said South 200 feet for a distance of 343.17 feet to the true point of beginning; thence continuing North 89°35'35" East along said North line for a distance of 408.22 feet to the Northwest corner of that certain tract of land conveyed to Kevin P. Welch and Jenny Welch, husband and wife, by instrument dated December 19, 1995 and recorded under Auditor's File No. 8512250137, records of said county and state; thence South 03°40'59" West along the West line of said Welch tract for a distance of 120.79 feet to the most Northeasterly corner of Lot 38, Plat of the Point Div. No. 3, as per plat recorded in Volume 14 of Plats, pages 151, 152, and 153, records of said county and state; thence North 69°13'31" West along the most Northerly line of said Lot 38 for a distance of 22.31 feet; thence North 95°13'37" West, continuing along said most Northerly line for a distance of 68.92 feet; thence South 85°54'47" West, continuing along said most Northerly line for a distance of 82.25 feet; thence South 51°04'22" West, continuing along the most Northwesterly line of said Lot 38 for a distance of 166.06 feet to the most Northerly corner of Lot 35, said Plat of the Point Div. No. 3; thence South 50°44'21" West along the most Northwesterly line of said Lot 36 for a distance of 23.52 feet; thence North 40°21'03" West for a distance of 102.90 feet; thence North 03°27'30" West for a distance of 151.07 feet, more or less, to the true point of beginning;

PARCEL C:

All that portion of Lot 4, Short Plat No. 19-85, approved June 7, 1985, as recorded in Volume 7 of Short Plats, pages 24 and 25, under Auditor's File No. 8506100021, records of Skagit County, Washington, lying Northeasterly of Marine Drive, lying West of the Plat of the Point Division No. 3, as per plat recorded in Volume 14 of Plats, at pages 151, 152 and 153, records of Skagit County, Washington, and lying North of that certain tract of land described by instrument filed under Auditor's File No. 853733, records of Skagit County, Washington.



PARCEL D:

All that portion of the North Half of the Northwest Quarter of Section 35, Township 35 North, Range 1 East of the Willamette Meridian, Skagit County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said North Half of the Northwest Quarter of Section 35, as said point is shown on Short Plat No. 10-89, as recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's office of said county and state;

thence North 89°25'35" East, along the South line of said North Half, for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest Quarter of the Northwest Quarter of Section 35;

thence North 00°56'08" East along the West line of said East 980 feet for a distance of 300.09 feet to the Northwest corner of the South 200 feet of said East 980 feet;

thence North 89°35'35" East along said North line of said South 200 feet for a distance of 343.17 feet;

thence North 03°27'20" West for a distance of 138.08 feet;

thence North 75°52'50" West for a distance of 554.32 feet;

thence South 80°37'47" West for a distance of 130.28 feet to the West line of said North Half of the Northwest Quarter of Section 35;

thence South 01°20'22" West along said West line for a distance of 459.35 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington.



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, Skagit County Auditor

All that portion of the North line of Lot 4, Short Plat No. 10-89, dated June 27, 1989, as recorded in Volume 8 of Short Plats, page 150, under Auditor's File No. 8908020066, records of Skagit County, Washington, being more particularly described as follows:

Commencing at the most Northerly corner of Lot 36, Plat of the Pointe Div. No. 3, as per plat recorded in Volume 14 of Plats, pages 151, 152 and 153, records of said county and state; **thence** South  $50^{\circ} 44' 21''$  West along the most Northwesternly line of said Lot 36 for a distance of 23.52 feet; **thence** North  $40^{\circ} 21' 05''$  West for a distance of 38.70 feet to said North line of Lot 4, said point being the **TRUE POINT OF BEGINNING** of said portion of the North line of Lot 4; **thence** South  $89^{\circ} 35' 35''$  West along said North line for a distance of 745.53 feet to the Northwest corner of said Lot 4 and the end of said portion of the North line of Lot 4,

said line also being a portion of the South line of the North half of the Northwest quarter of Section 35, Township 35 North, Range 1 East of the W.M., Skagit County, Washington.



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, Skagit County Auditor

9/21/2000 Page 11 of 13 3:39:23PM

**EXHIBIT B**

A 60.00 foot wide strip of land being a portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all of Section 35, Township 35 North, Range 1 East, W.M., said strip lying 30.00 feet on each side of the following described centerline:

Beginning at the Southwest corner of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 35, as said point is shown on Short Plat No. 10-89, recorded August 2, 1989 in Book 8 of Short Plats at page 150, in the Auditor's Office of Skagit County, Washington;

thence North  $89^{\circ}35'35''$  East along the South line of said North  $\frac{1}{2}$ , for a distance of 348.48 feet to the Southwest corner of the East 980 feet of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 35;

thence North  $00^{\circ}56'08''$  East along the West line of said East 980 feet for a distance of 200.06 feet to the Northwest corner of the South 200 feet of said East 980 feet;

thence North  $89^{\circ}35'35''$  East along said North line of said South 200 feet for a distance of 518.71 feet to the true point of beginning of said centerline;

thence South  $42^{\circ}54'48''$  West for a distance of 15.78 feet;

thence South  $56^{\circ}09'43''$  West for a distance of 565.09 feet;

thence South  $59^{\circ}55'58''$  West for a distance of 141.20 feet;

thence South  $43^{\circ}14'41''$  West for a distance of 191.46 feet;

thence South  $15^{\circ}13'57''$  West for a distance of 113.49 feet;

thence South  $20^{\circ}38'36''$  West for a distance of 144.66 feet;

thence South  $03^{\circ}31'13''$  West for a distance of 173.69 feet to the point of curvature of a curve to the right, said curve having a radius of 200.00 feet;

thence Southerly, following said curve to the right through a central angle of  $44^{\circ}14'10''$  for an arc distance of 154.41 feet to the end of said curve;

thence South  $40^{\circ}42'58''$  East for a distance of 64.09 feet to the point of curvature of a curve to the left, said curve having a radius of 240.00 feet;

thence Southeasterly, following said curve to the left through a central angle of  $09^{\circ}27'28''$  for an arc distance of 39.62 feet to a point of reverse curvature and the beginning of a curve to the right, said curve having a radius of 400.00 feet;

thence Southeasterly, following said curve to the right through a central angle of  $02^{\circ}30'45''$  for an arc distance of 17.54 feet to the end of said centerline, said point lying at a monument

marking the Northwesterly end of the centerline of San Juan Boulevard, as said street is shown on "PLAT OF THE POINTE DIV. NO. 3", as per plat recorded in Volume 14 of Plats, pages 151,

152, and 153, under Auditor's File No. 9011050014, records of Skagit County, Washington. The margins of said 60.00 foot wide strip of land are to be lengthened or shortened to intersect

with said North line of the South 200 feet and with the Westerly boundary of said "PLAT OF THE POINTE DIV. NO. 3",

EXCEPT that portion lying within the main tract above described.

Situate in the County of Skagit, State of Washington.

EXHIBIT C



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Skagit County Auditor  
9/21/2000 Page 12 of 13

3:39:23PM

All that portion of Lot 4, Short Plat No. 10-89, dated June 27, 1989, as recorded in Volume 8 of Short Plats, page 150, under Auditor's File No. 8908020066, records of Skagit County, Washington, lying within a strip of land 60.00 feet in width, said strip lying 30.00 feet on each side of the following described centerline:

Commencing at the true point of beginning of the centerline of that certain 60.00 foot wide strip of land described under EXHIBIT "B" in Confirmation and Correction of Easement Deed for Ingress, Egress and Utilities dated May 7, 1999 and recorded under Auditor's File No. 9905070123, records of said County and State; **thence** South 42° 54' 48" West along said centerline for a distance of 15.78 feet; **thence** continuing along said centerline South 56° 09' 43" West for a distance of 565.09 feet; **thence** North 11° 14' 00" East for a distance of 42.48 feet to the Northwesterly line of said EXHIBIT "B" strip and the **TRUE POINT OF BEGINNING** of said described centerline; **thence** continuing North 11° 14' 00" East for a distance of 11.88 feet; **thence** North 13° 30' 25" West for a distance of 15.23 feet; **thence** North 47° 23' 41" West for a distance of 37.82 feet; **thence** North 57° 34' 26" West for a distance of 42.90 feet; **thence** North 69° 31' 08" West for a distance of 15.91 feet to the North line of said Lot 4 at a point lying North 89° 35' 35" East, a distance of 318.40 feet from the Northwest corner thereof, said point being the end of said described centerline.

#### EXHIBIT D

