



200105250116

Skagit County Auditor

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RETURN ADDRESS

Adelstein, Sharpe & Serka
Post Office Box 5158
Bellingham, WA 98227-5158

or President, Chuckanut Ridge Property Owners Association
Post Office Box 163
Bow, Washington 98232

Document Title: **DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND ROAD MAINTENANCE AGREEMENT**

*** Approved by the required number of Declarants as of 27 February 2001 ***

Grantors (Last name first, then first name and initials): *example* COTTON, Robert L.
Additional names on page 27 of document (Exhibit "C").

Grantees (Last name first, then first name and initials): *example* COTTON, Robert L.
Additional names on page 28 of document (Exhibit "D").

Abbreviated Legal Description: Ptn of Sections 5, 8, 9 of T3N, R3E W.M.
Complete legal description on page 24 of document (Exhibit "A").

Assessor's Property Tax Parcel or Account Number at the Time of Recording:

P47646	360305-4-001-0001	P90032	360309-3-003-0106
P47647	360305-4-002-0000	P90668	360308-1-001-0202
P47648	360305-4-003-0009	P95483	360308-1-001-0301
P47649	360305-4-004-0008	P96125	360305-4-002-0109
P47673	360308-0-002-0013	P96130	360305-4-001-0100
P47678	360308-4-006-0001	P96131	360305-4-004-0107
P47687	360308-1-001-0012	P96132	360305-4-003-0108
P47688	360308-1-001-0103	P99526	360309-3-003-0200
P47690	360308-1-002-0011	P102908	360308-0-006-0201
P47694	360308-1-003-0028	P104267	360305-4-002-0200
P47697	360308-1-003-0127	P104367	360305-4-002-0300
P47713	360309-2-002-0000	P104533	360308-1-001-0403
P47714	360309-2-002-0200	P106542	360305-4-003-0200
P47715	360309-2-003-0009	P110816	360305-4-002-0400
P47716	360309-2-003-0108	P112020	360309-2-002-0109
P47721	360309-3-002-0008	P115524	360305-4-001-0200
P47722	360309-3-002-0107	P116348	360305-4-004-0200
P47723	360309-3-003-0007	P116870	360308-1-001-0500

Reference Numbers of Documents Assigned or Released: 8909270044;
9607170108; 9112060131; 9607110067; 790797; 8407190064

Declarations of Covenants, Conditions, Restrictions, Easements and Road Maintenance Agreement

WHEREAS, the undersigned, hereinafter called the Declarants, are owners of lots of the following described real property (the "Property"):

See Attached Exhibit "A"

WHEREAS, it is the desire and intention of the Declarants to impose upon it mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all lots, single-family dwelling units, tracts, common areas or land in the subdivision, the future owner of those lands, and such other person, corporations or entities as may be designated herein; and

WHEREAS, it is the desire and intention of the Declarants to establish and maintain a general plan for the Property with these stated goals: 1) to enhance and protect property values, desirability and attractiveness, 2) to limit the adverse impact of usage of all common roads and utilities, 3) to protect Declarants' health, safety and right to full enjoyment of the Property; and

WHEREAS, it is desirable to form an association to facilitate the goals of the Declarants, and

WHEREAS, this Declaration is intended to supersede that certain "Declaration of Covenants, Conditions, Restrictions, and Road Maintenance Agreement" recorded under Skagit County Auditor File No. 8909270044. Furthermore, these restrictive covenants and intended to supersede the subsequent Amendment of Restrictive Covenants recorded under Skagit County Auditor File No. 9607170108. There is an additional Amendment recorded under Auditor File No. 9607110067 that encumbers other property and is not affected by this Agreement. The Declarants intend that this Declaration be the only Declaration and restrictive covenants that encumber the Property.

NOW, THEREFORE, the Declarants, the undersigned owners in fee simple of the lands hereby platted, hereby certify and declare that the conditions, covenants, and restrictions herein set forth shall endure and be binding upon the respective owners of each lot, each and every family unit occupying each residential tract and further declare that all of the property described above is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the subdivision or any part thereof as indicated herein.

I. DEFINITIONS

- A. "Accessory Building" shall mean a building that is incidental and subordinate to the single family dwelling unit and which meets any applicable building codes.
- B. "Board of Directors" shall mean the Board of Directors elected by the Declarants.
- C. "Commercial Road Use Fee" shall mean a fee paid to the Association for each approved Washington State Forest Practices Application, or equivalent forest crop harvest permit, for a given Lot.
- D. "Common Road" shall mean that road covered by the Road Maintenance Agreement incorporated in this Declaration.

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Chuckanut Ridge Property Owners Association
Declaration of Covenants, Restrictions, Easements and Road Maintenance Agreement



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- E. "Declarants" shall mean the undersigned owners of the Lots located within the Property, their successors and any assigns.
- F. "Guest Quarters" shall mean a single family accessory dwelling unit as defined by applicable County building code(s).
- G. "Logging" shall mean the harvesting and removal of trees on a Lot to obtain income.
- H. "Lot" shall mean any subdivided parcel or contiguous parcels of real property, owned by one entity, located within the bounds of the Property.
- I. "Pre-Existing Dwelling Unit" a single family dwelling unit in which the application for building permit has been filed with Skagit County, prior to the effective date of these covenants.
- J. "Property" shall mean the real property described in Exhibit "A" attached hereto and incorporated by reference herein.
- K. "Resident" shall mean any person whose primary residence and domicile is a Single Family Dwelling located within the Property.
- L. "Screened from View" shall mean that, with unaided vision, the object in question cannot be easily seen from the driving surface of the Common Roadway.
- M. "Single-Family Dwelling" shall mean a permanent structure approved for occupancy that contains independent cooking, sleeping, and septic facilities.

II. GENERAL USE RESTRICTIONS and REQUIREMENTS

- A. Residential Use. No Lot shall be used except for residential purposes and/or for growth and harvest of forest crops, except as noted in the following paragraph. No building shall be erected, altered, placed, or permitted on any Lot other than one (1) detached Single-Family Dwelling and garage and customary Accessory Buildings. Any structure of a temporary nature is not permitted for permanent use as a residence or a guest house, however such temporary structures may be used for a temporary residence for up to one (1) year. Approval of the Board is required for usage beyond one (1) year. An Accessory Building is not permitted for use as a residence except as permitted by county codes.

Home occupation uses, as defined by local zoning ordinances, and use of a portion of a Single-Family Dwelling as an office by the Lot owner are permitted, subject to all other provisions in the Declaration and if such use 1) does not create regular customer, client, or employee traffic, 2) does not create a commercial appearance from the Common Road, and 3) complies with all applicable county, state, and federal zoning and land use designations.

Day care, as defined by local zoning ordinances; group residences; and homes utilized for full-time supervision for housing resident persons who, by reason of their mental or physical disability, addiction to drugs or alcohol, or family and social adjustment problems, are strictly prohibited and are not considered residential uses.

- B. Growth and Harvest of Forest Crops. Declarants are encouraged to maintain, protect, and enhance the health of the forest throughout the Property through use of good forest practices as described by the Washington State Department of Natural Resources



(DNR). Harvest of forest crops shall be in compliance with all applicable local, state, and federal rules, regulations, and guidelines.

Within thirty (30) days of the issuance of an approved DNR Forest Practices Application for commercial harvest of forest crops on a Lot, the Declarant owner must submit a logging plan to the Chuckanut Ridge Property Owners Association including dates that heavy equipment and logging trucks will be on site, estimated number of roundtrips, map showing logging truck route, and mitigation measures to minimize road damage. An assessment is due for each truckload of logs that travels over any portion of Chuckanut Ridge Drive, Buggia Vista Lane or Siever's Lane. The initial rate is set at \$200 per truckload. Before logging begins, the Declarant owner of said Lot shall pay to the Association fifty percent (50%) of the estimated, total Commercial Road Use Fee. Once the actual fee per truckload of forest crops harvested and removed equals the 50% of total estimate paid, The Declarant owner of said Lot shall pay to the Association the remaining \$200 per truckload of forest crops removed within ten (10) days of each successive truckload removed until the harvest is completed. This Commercial Road Use Fee will be used to maintain the Common Road and can be reviewed and changed by the Board of Directors from time to time.

At all times during any commercial harvest of forest crops on a Lot, any view of said Lot from the Common Road must be kept free of rubbish, trash, debris, waste, and harvesting equipment to the fullest extent possible.

- C. Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Nuisance disputes which cannot be resolved by the affected parties will be settled by the Board of Directors.
- D. Signs. No sign of a commercial, political, or offensive nature shall be maintained or permitted on the exterior of any improvements or on any Lot located within the Property where the sign is visible from the Common Road.

Signs which are 1) of a reasonable size, 2) of reasonable content, 3) of a reasonable number per Lot, and 4) have an appearance in concert with the surroundings of the Property are permitted. If any Resident finds any sign offensive and the affected parties cannot resolve the dispute, the Board will settle the dispute.

- E. Rubbish/Trash and Lot Maintenance. All Lots, whether occupied or unoccupied, and all improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of rubbish or debris thereon.

No Lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. No outside incinerators or other equipment for the disposal of such material shall be used except as permitted by local, state, and federal regulations. No Declarant shall deposit or permit the accumulation of rubbish, trash, garbage, or other waste or debris on site but shall deposit the same in individual trash receptacles. No Declarant or their invited guest shall deposit grease, cooking oils, animal fats, gasoline, motor oil, or any other compound or substance on the surface of any Lot which may adversely affect the trees, plants, shrubs, greens, or other natural growth thereon, provided that the appropriate use of weed control chemicals, insect control chemicals, or fertilizers shall be permitted.



No improvement which has been partially or totally destroyed by fire, earthquake, or otherwise, shall be allowed to remain in such state for more than three (3) months, or such other reasonable period of time given all applicable circumstances, from the time of such destruction.

- F. Derrick/Drilling. No derrick or other structure designed for use in boring for any substance other than water shall be erected, maintained, or permitted on any Lot.
- G. Antennas. Reasonable antennas and satellite dishes are permitted for private use only. Whenever possible, these should be screened from view. No transmission tower for wireless communication or any other communication device shall be permitted to be installed which is designed to service the public other than Declarants.
- H. Boats/Trailers. Wherever possible all boats, utility trailers, trucks of more than one-ton capacity, campers, travel trailers, motor homes, and similar items or vehicles, shall at all times be Screened from View.
- I. Hunting. Hunting is not permitted.
- J. Utility Services. All water, electrical, communication, and septic (sewer) lines shall run underground where potentially visible from the Common Road wherever possible. All water, electrical, communication, and septic (sewer) lines within the boundaries of each Lot shall be maintained in good order and repair by the Declarant and any work requiring the repair or maintenance of such lines shall be performed with timeliness and diligence and without any undue disturbance to the occupants of other Lots, except as may be reasonably necessary to accomplish such repair or maintenance work. Reasonable notice is required for power outage or road blockage. Such notice shall be posted in plain view in the entry gate area of the Common Road and a reasonable attempt to notify all Residents should also be made.
- K. Automobiles. All automobiles and other permitted vehicles if kept or parked on any Lot shall be kept in good working order and condition and limited to a reasonable number. Partially wrecked vehicles, disabled vehicles, or vehicles which are in a state of disrepair shall be Screened from View and limited to a reasonable number.
- No vehicles shall be abandoned on the Common Road or on any easement to the Common Road. No parking shall be permitted on the Common Road or other easements that provide access to the Common Road in a manner that impedes vehicular access on the road.
- L. Fences. Fences visible from the Common Road must be in keeping with the nature of the Property, must be constructed of natural or 'natural look' materials, and may not exceed the height limits permitted by code. Specifically prohibited are fences constructed of barbed wire. Fences constructed of other materials, while permitted, must be Screened from View.
- M. Individual Entry Gates. Entry gates placed across private driveways must be constructed of natural or 'natural look' materials, stucco, and/or metal and in a style appropriate for the Property. Not permitted are wire, barbed wire, or chain link.
- N. Guest Quarters. Guest quarters are considered Accessory Buildings and are to be used only by Declarants, Residents or their non-paying guests.

O. Easement Prohibiting View Blockage. The Declarants reserve to the benefit of the Property and the Lots an easement limiting the height of structures and vegetation so that views from adjacent Lots are not unreasonably obstructed. Declarants whose view is unreasonably obstructed by trees or other vegetation on adjacent Lots shall have the right to cut, limb, top, or trim the obstructing tree or other vegetation, subject to the following conditions:

1. The Declarant who desires to trim the tree or other vegetation must send reasonable notice to the Declarant of the Lot(s) where the tree or other vegetation is located requesting that the obstruction be removed or permission to enter be granted so that the obstruction may be removed.
2. The Declarant of the Lot who desires to cut or trim the tree or other vegetation must hire a bonded, licensed, professional tree trimmer to perform the work. The Declarant of the Lot who desires to cut or trim the tree or other vegetation shall pay any and all expenses in connection with the cutting and/or trimming and cleanup and, additionally, shall be responsible and liable for any damage that may occur to the other Declarants Lot when the work is performed.
3. The Declarant of the Lot who is having trees cut or trimmed shall not cut or trim any tree lower than the elevation of the peak roof line of the Single-Family Dwelling which is located on the same Lot as the tree except by mutual consent of the parties. In any event, the Declarant who is having trees cut or trimmed shall not be permitted to destroy a tree unless permission is obtained from the other Declarants.
4. If the Declarant who desires to cut or trim an obstructing tree or other vegetation and the Declarant on whose Lot is the obstructing tree or vegetation cannot mutually agree on the cutting or trimming of the obstruction then the Board of Directors will settle the dispute.

P. Surface Water Runoff. No Lot shall be improved in such a way as to cause excess surface water runoff that may damage or inconvenience other Lots or the Common Road.

Q. Rentals. Lease or rental of a Single-Family Dwelling or guest quarters for residential purpose shall not be considered a violation of this covenant so long as the lease:

1. Is for not less than the entire Lot and all improvements thereon,
2. Is for a term of not less than three (3) months, and
3. Is otherwise in compliance with the rules and regulations as may be promulgated and published, from time to time, by the Board of Directors.
4. Compliance with the applicable Zoning and Building Codes.

Any lessee or tenant shall be, in all respects, subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Declarant shall give notice of the rental to the Board. Such notice should include the term of the lease and the names and contact details of the tenants.

R. Pets/Animals. A reasonable number of animals may be raised, bred, or kept by a Declarant subject to rules and regulations of the Declaration. Pet/animal cages, kennels, or housing shall be Screened from View.



Pets/animals shall be kept in such a manner as to not be offensive to the sight, smell, or hearing of any Resident. No pet or animal shall be allowed to make an unreasonable amount of noise, to become a nuisance, or to adversely affect the safety and health of any Declarant or their invited guests.

The Board of Directors shall have the right to require a Declarant to remove from the Property a pet or animal that has been determined to be a nuisance.

III. CONSTRUCTION of IMPROVEMENTS

- A. A Single-Family Dwelling shall be a permanent construction and shall not be less than two thousand five hundred (2,500) square feet living area, not including the garage. Design and construction materials should be consistent with the Goals of the Declarants as stated in this Declaration.
- B. During the continuance of construction of the Single-Family Dwelling or any Accessory Building by a Declarant, the construction site, at all times, shall be maintained in a reasonably clean and uncluttered condition to the extent possible. Upon the completion of construction all equipment, tools, construction materials, and debris shall be removed from the site or Screened from View.
- C. The Single-Family Dwelling placed on a Lot shall be completed as to external appearance, including exterior finish and paint, within eighteen (18) months from the date of commencement of construction, which is determined by the date of the associated building permit issued by the county.
- D. A Guest Quarters that conforms to all applicable County building code(s) for a single family accessory dwelling unit may be constructed.

IV. COMMUNITY ASSOCIATION

Declarants are authorized to form a community association designated herein as the "Association" to include as its members all Declarants. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The organization shall be a not-for-profit association, organized pursuant to Title 24 of the Revised Code of Washington and shall be known as the "CHUCKANUT RIDGE PROPERTY OWNERS ASSOCIATION".

- A. Purpose. The purpose of the Association shall be:
 - 1. to construct, maintain, operate, and repair the Common Road according to the provisions of the Road Maintenance Agreement incorporated in the Declaration,
 - 2. to construct, maintain, operate, and repair the entry gate to the Common Road and the common easement area in the entry gate area,
 - 3. to administer and enforce the provisions of the Declaration, and
 - 4. to assess, collect, and disburse all dues as required.
- B. Maintenance of Common Property. The common property is principally the Common Road, its easements, and the entry gate to the Common Road in accordance with the provisions of the Road Maintenance Agreement incorporated in this Declaration.

C. Assessments and Liens. The Declarants shall elect from their numbers the officers and board members of the Association. The Association shall have the power to enforce the provisions as stated in the Declaration for the establishment and collection of assessments as provided therein.

D. Voting. In the conduct of Association business each Lot has one (1) vote regardless of the number of Declarants that are associated with that Lot. Only the Declarant of a given Lot or said Declarant's registered proxy can exercise the vote for that given Lot.

V. ROAD MAINTENANCE AGREEMENT.

The Declarants are bound by all terms and provisions of the Road Maintenance Agreement attached hereto as **Exhibit "B"** and made a part hereof.

VI. EASEMENTS.

All existing recorded easements shall be maintained in effect. Each Declarant has the right of ingress, egress, and utilities sixty (60) feet in width over, under, and across the Common Road and each Declarant hereby conveys to themselves, and to each of them, a perpetual, non-exclusive easement for ingress, egress, and utilities over the Common Road. Said easement shall be construed as a covenant running with the land, and shall be binding, on heirs, successors and assigns.

VII. PRE-EXISTING DWELLING UNITS.

The size limitation set forth in Article III A shall not apply to Pre-Existing Dwelling Units provided however the Pre-Existing Dwelling should be subjected to all other provisions of these covenants. The existence of Pre-Existing Dwelling Units cannot be used as a basis by any other Declarant to establish that there has been a substantial change or as any other evidence to prove that the covenants and restrictions herein are either unenforceable or invalid.

VIII. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER.

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, Sheriff's sale or tax foreclosure to such Lot accepts the Lot free and clear of any lien recorded affecting such Lot, prior to such foreclosure, but such purchase shall nevertheless take subject to this Declaration and to any supplements hereto.

IX. ENFORCEMENT

A. The Association and any Declarant shall have the right to enforce, by any proceedings in law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration or any other binding declarations and agreements. The failure of the Association or of any Declarant to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to a judgement for the reasonable attorney's fees and costs incurred in such litigation.

- B. In the event required maintenance expenses are not paid, then the Association shall have the right to sue for payment and indemnification from the defaulting Declarant and any judgment thus obtained shall include an award of reasonable attorney's fees, together with all costs of suit. In addition to the remedies specified herein, the Association shall have the right to enforce these remedies through the filing of a lien on the defaulting party's property for the share of maintenance costs not paid by said defaulting party. The Association shall have the right to obtain reimbursement for said costs through foreclosure of said lien and shall be entitled to reasonable attorney's fees and costs.
- C. No one may waive or otherwise escape liability for costs associated with maintenance of the Common Road by nonuse of the easement road or by abandonment of his Lot. All assessments regarding road maintenance are due without demand and shall accrue interest at the initial rate of twelve per cent (12%) per annum or such other interest rate that may be established by a decision of the Board of Directors from time to time.
- D. Any Declarant found to be delinquent in the payment of Association dues or subject to a lien filed by the Association for any reason, shall lose the right to vote, or assign a registered proxy to vote, on any properly conducted Association business until such time as the delinquent dues have been paid in full or any lien has been removed.
- E. In addition to other remedies provided at law or in equity, the Board may authorize imposition of fines for violations in an amount as may be established for such violation by the Board in accordance with the bylaws and applicable laws. In the instance where these covenants provide for the Board to act as arbiter, the Declarant shall initiate this process by filing a written request with the Board, and the Board shall issue a decision as soon as reasonable under the circumstances. All other violations which are not subject to be arbitrated shall be enforceable by either the Declarant or the Association initiating any action in the Superior Court of Skagit County. The prevailing party in any enforcement action initiated under these covenant conditions, reservations and restrictions shall be entitled to attorney's fees and costs incurred in enforcing the terms of the covenants.

X. GRANTEE'S ACCEPTANCE

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto, or by the execution of any contract for the purchase thereof, whether from Declarants or any subsequent owner of such Lot, accept such contract upon and subject to each and every provision of this Declaration and the provisions contained herein and any other binding declarations and agreements, including the jurisdiction, right and powers of Declarants and by such acceptance, shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants and to and with the grantees and subsequent owners of each of the Lots within the Property, to keep, observe, comply and perform all obligations set forth in said documents.

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

XI. AMENDMENT TO DECLARATION.

Each and every provision of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforced by, the Association and the owners of any Lots subject hereto, their respective legal representatives, heirs, successors and assigns, for a period of ten (10) years from the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive

periods of ten (10) years, unless an instrument terminating or amending this Declaration is filed of record with the Skagit County Auditor. This Declaration may be amended by the recordation of an amendment, signed by eighty per cent (80%) of the owners eligible to vote.

XII. SEVERABILITY.

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

XIII. PARAGRAPH HEADINGS.

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

XIV. NO WAIVER.

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

XV. COUNTERPARTS.

This Agreement may be executed simultaneously in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

XVI. CONFLICT.

In case of any conflict between the Articles of Incorporation, the Bylaws and these Declarations, the Declarations shall control first, then the Articles of Incorporation and then the Bylaws.

Dated this 25th day of October, 2000.

DECLARANTS:

Apollo Holdings Ltd

By _____
Its President

By _____
Its Secretary

Bindra Trust dated April 22, 1992

By _____
JAGJEET S. BINDRA, Trustee

By _____
JANICE E. BINDRA, Trustee

Bradford Holdings LLC

By _____
Its President

By _____
Its Secretary

Britannia Securities International Ltd.

By _____
Its President

By _____
Its Secretary

THOMAS BELL

VANESSA BELL



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By _____
DAVID E. HESS, Trustee

By _____
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



By

By

By

By

5/25/2001 Page 13 of 88 3:34:02PM

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
and _____ are the persons who appeared before me, and said persons acknowledged that
they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged
it as the President and Secretary of **APOLLO HOLDINGS LTD**, to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JOHN LARRY BARTHOLD** is the person who
appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be
his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **CAROL ANN FLEMING** is the person who appeared
before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her
free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____



STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **THOMAS BELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **VANESSA BELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **GLENN STEVEN BENDER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **SALLY ANN BENDER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JAGJEET S. BINDRA** 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 acknowledge it as a **Trustee of the Bindra Trust Dated April 22, 1992** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JANICE E. BINDRA** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the Bindra Trust Dated April 22, 1992** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of **BRADFORD HOLDINGS LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of **BRITANNIA SECURITIES INTERNATIONAL LTD**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **KIM CANTRELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **GREGORY D. COLLIN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____



STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **ROBERT L. COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JILL COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **WILLIAM F. DINGLE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **STEPHEN J. GRANAHAN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **PAMELA K. GRANAHAN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **CHARLES R. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **ALICE F. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **DAVID GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **DAVID E. HESS** 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 acknowledge it as a **Trustee of the Hess Family Trust** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **PATRICIA L. HESS** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the Hess Family Trust** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **DOUGLAS G. HILTY** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **PAULA RAE SULLIVAN-HILTY** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **JOHN HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **JULIE ANNE HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **CHARLES B. MCCARTHY, JR.** 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 acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **ANITA G. MCCARTHY** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **ROGER H. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **KATHRYN S. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **SHARON E. WILLIAMS** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **PHILIP SHI-SU WU** 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 acknowledge it as a **Co-Trustee of the Revocable Trust of Philip Shi-Su Wu and Virginia Shih-Ching Wu Dated March 16, 1999 And Successors** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **VIRGINIA SHIH-CHING WU** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Co-Trustee of the Revocable Trust of Philip Shi-Su Wu and Virginia Shih-Ching Wu Dated March 16, 1999 And Successors** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____



EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A"

All of the Southeast $\frac{1}{4}$ of Section 5, Township 36 North, Range 3 East, W.M.

PARCEL "B"

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; and those portions of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Government Lots 3 and 4 lying Northerly and Easterly of Chuckanut Drive, all in Section 8, Township 36 North, Range 3 East, W.M.

EXCEPT those portions lying within Tracts P-4 through P-8 as shown of that certain record of survey filed September 12, 1990 in Book 10 of Surveys, page 104, under Auditor's File No. 9009120068, records of Skagit County, Washington.

PARCEL "C"

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and, that portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying Northeasterly of the Burlington Northern Railroad right-of-way and Northerly and Easterly of Chuckanut Drive, all in Section 9, Township 36 North, Range 3 East, W.M.

All Situate in the County of Skagit, State of Washington



EXHIBIT "B"
ROAD MAINTENANCE AND EASEMENT AGREEMENT

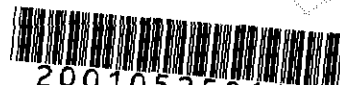
WHEREAS, the Declarants wish to establish for the benefit of the lands owned a single road maintenance agreement for the continued maintenance and repair of the Common Road (which is defined to include three sections, Chuckanut Ridge Drive, Siever's Lane and Buggia Vista, each of which are further defined in this Agreement).

WHEREAS, the Declarants wish to establish a fair and equitable assignment of responsibilities and liabilities for various sections of the common access roads.

WHEREAS, the Declarants wish to reaffirm a nonexclusive easement for ingress, egress and utilities over, under and across the property described in **Attachment "3"**.

NOW, THEREFORE, for valuable consideration and the mutual covenants and agreements herein, the Declarants hereby agree for themselves, their respective heirs, and successors and assigns as follows:

1. **Declarants:** The Declarants are as listed in **Attachment "1"**.
2. **Easement:** Each Declarant herein mutually reaffirms, conveys and assigns to the other a nonexclusive easement for ingress and egress and utilities over, under, and across the property described in **Attachment "3"**.
3. **Road Maintenance:** The Declarants wish to establish a road maintenance agreement for the common access roads in order to provide an equitable method of payment for maintenance and repair for those sections of road used in common by parties to this agreement or their successors and assigns.
4. **Division of Costs:** There are two components of the road assessment for maintenance and repair that are applicable to all Declarants. The first component shall be an equal share of one half of the assessment for Chuckanut Ridge Drive. The second component shall be based on the other one half of the assessment for Chuckanut Ridge Drive and the percentage of the road measured from the front gate to each Declarant's driveway or Point C on the map attached as **Attachment "2"**, whichever is shorter. In addition, the Declarants who are owners of parcels R-14 through R-21 (see attached **Attachment "1"**) shall bear additional pro rata shares for the maintenance and repair expenditures attributed to Siever's Lane and Buggia Vista, whichever is applicable. Fixed and pro rata shares for each Declarant are as listed in **Attachment "1"**.
5. **Management:** Management and enforcement of the Road Maintenance Agreement for the common access roads shall be the responsibility of the Chuckanut Ridge Property Owners Association.
 - a.) Decisions to expend funds for maintenance or repair of the road and to assess Declarants for expenses shall be by a majority vote of the Declarants responsible for the respective section of common access road. Written estimates shall be obtained from more than one contractor for all non-emergency maintenance and repairs. Such estimates shall provide separate costs for Chuckanut Ridge Drive, Siever's Lane, and Buggia Vista, which separate costs shall be part of the information submitted to the Declarants for consideration of requests to approve expenditures.
 - b.) Rules and regulations necessary to implement the terms of the Road Maintenance



Agreement shall be adopted by the Association.

- c.) Any Declarant may repair or improve the common access road at their own expense. Reimbursement is subject to majority approval of the Declarants responsible for the respective section of the road.
- d.) Emergency action may be taken if the road or driveway becomes impassable due to rockslide, slough, tree windfall or any situation where personal safety is threatened by the condition of the road. Emergency repairs shall be approved by majority decision of the officers of the Chuckanut Ridge Property Owners Association.

6. Road Management Sections:

- a.) Chuckanut Ridge Drive is approximately a 2.75 mile section of road beginning at the front gate (Point A on the map at **Attachment "2"**) and ending at the junction with Buggia Vista and Siever's Lane (Point C on the map). Chuckanut Ridge Drive serves all parcels R1 through R21 listed at **Attachment "1"**.
- b.) Siever's Lane is approximately a .45 mile driveway beginning at Point C on the map at **Attachment "2"** and ending at Point E; serves parcels S1, S2, S3, and S4 listed at **Attachment "1"**.
- c.) Buggia Vista is approximately a .4 mile driveway beginning at Point C on the map at **Attachment "2"** and ending at Point F; serves parcels B1, B2, B3, and B4 listed at **Attachment "1"**.

7. **Condition of the Roadway:** The maintenance of the various sections of the aforementioned roads that are used in common by the Declarants, shall be maintained and operated in accordance with standards as established by the Association.

8. **Extraordinary Repairs:** Payment for any extraordinary repair required to correct damage to common access roads that results from action taken by a Declarant or contractor working for a Declarant shall be the responsibility of the Declarant. The repair shall be such as to restore the road easement to the condition existing prior to said damage.

9. **Assessments/Liens:** Assessments are effective upon notice to the Declarant and if such assessment is not paid within thirty (30) days of receipt of such notice, then the other Declarants who benefit by this agreement or the Chuckanut Ridge Property Owners Association acting for the Declarants shall be entitled to file a lien affecting the property of the delinquent Declarant. This lien may be foreclosed in the same form or manner of procedures as foreclosure of real property mortgage liens under the laws of the State of Washington. Each Declarant agrees to be obligated to pay assessments herein and recognizes that expenses of title examination, recording, cost of attorneys, court costs and interest accruing at the initial rate of twelve percent (12%) per annum shall be included with the amount of delinquent assessments or such other interest rate which may be adopted by the Board of Directors.

10. **Legal Effect:** The legal effect of this agreement herein is intended to supersede all previously binding road maintenance agreements and provisions.



EXHIBIT "C"
Additional Names of Grantors

APOLLO HOLDINGS LTD

BARTHOLD, JOHN LARRY
FLEMING, CAROL ANN

BELL, THOMAS
BELL, VANESSA

BENDER, GLENN STEVEN
BENDER, SALLY ANN

BINDRA TRUST DATED APRIL 22, 1992
BINDRA, JAGJEET S., Trustee
BINDRA, JANICE E., Trustee

BRADFORD HOLDINGS LLC

BRITANNIA SECURITIES INTERNATIONAL LTD

CANTRELL, KIM

COLLIN, GREGORY D.

COTTON, ROBERT L.
COTTON, JILL

DINGLE, WILLIAM

GRANAHAN, STEPHEN J.
GRANAHAN, PAMELA K.

GUSTAFSON, CHARLES R.
GUSTAFSON, ALICE F.

GUSTAFSON, DAVID

HESS FAMILY TRUST
HESS, DAVID E., Trustee
HESS, PATRICIA L., Trustee

HILTY, DOUGLAS G.
SULLIVAN-HILTY, PAULA RAE

HUBNER, JOHN
HUBNER, JULIE ANNE

McCARTHY LIVING TRUST DATED MAY 1990
McCARTHY, CHARLES B., JR., Trustee
McCARTHY, ANITA G., Trustee

MITCHELL, ROGER H.
MITCHELL, KATHRYN S.

WILLIAMS, SHARON E.

REVOCABLE TRUST OF WU, PHILIP SHI-SUN AND
WU, VIRGINIA SHIH-CHING DATED MARCH 16, 1999
AND SUCCESSORS
WU, PHILIP SHI-SU, Trustee
WU, VIRGINIA SHIH-CHING Trustee



EXHIBIT "D"
Additional Names of Grantees

APOLLO HOLDINGS LTD

BARTHOLD, JOHN LARRY
FLEMING, CAROL ANN

BELL, THOMAS
BELL, VANESSA

BENDER, GLENN STEVEN
BENDER, SALLY ANN

BINDRA TRUST DATED APRIL 22, 1992
BINDRA, JAGJEET S., Trustee
BINDRA, JANICE E., Trustee

BRADFORD HOLDINGS LLC

BRITANNIA SECURITIES INTERNATIONAL LTD

CANTRELL, KIM

COLLIN, GREGORY D.

COTTON, ROBERT L.
COTTON, JILL

DINGLE, WILLIAM

GRANAHAN, STEPHEN J.
GRANAHAN, PAMELA K.

GUSTAFSON, CHARLES R.
GUSTAFSON, ALICE F.

GUSTAFSON, DAVID

HESS FAMILY TRUST
HESS, DAVID E., Trustee
HESS, PATRICIA L., Trustee

HILTY, DOUGLAS G.
SULLIVAN-HILTY, PAULA RAE

HUBNER, JOHN
HUBNER, JULIE ANNE

McCARTHY LIVING TRUST DATED MAY 1990
McCARTHY, CHARLES B., JR., Trustee
McCARTHY, ANITA G., Trustee

MITCHELL, ROGER H.
MITCHELL, KATHRYN S.

WILLIAMS, SHARON E.

REVOCABLE TRUST OF WU, PHILIP SHI-SUN AND
WU, VIRGINIA SHIH-CHING DATED MARCH 16, 1999
AND SUCCESSORS
WU, PHILIP SHI-SU, Trustee
WU, VIRGINIA SHIH-CHING Trustee



ATTACHMENT "1"
NAMES, PARCELS, and PRO RATA SHARES

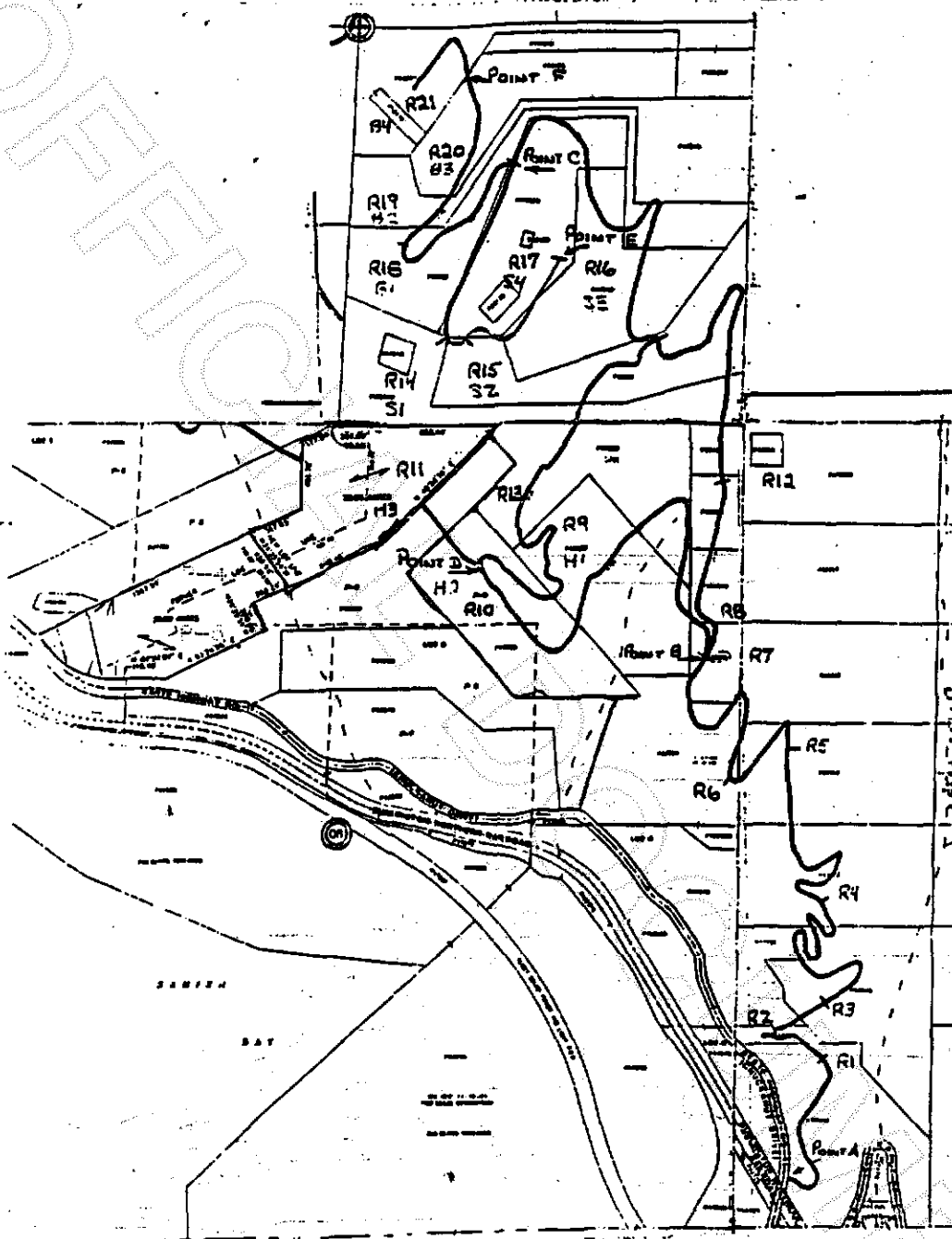
PARCEL NUMBER	DECLARANT NAME	Chuckanut Ridge Drive ROAD MILES	Chuckanut Ridge Drive FIXED SHARE	Chuckanut Ridge Drive PRO RATA SHARE	Chuckanut Ridge Drive TOTAL SHARE	DRIVEWAY NUMBER	DRIVEWAY MILES	SIEVER'S LANE	BUGGIA VISTA
R1	Bindra Trust	0.21	2.38%	0.28%	2.66%				
R2	Cotton	0.28	2.38%	0.37%	2.75%				
R3	McCarthy Living Trust	0.41	2.38%	0.55%	2.93%				
R4	Hubner	0.77	2.38%	1.03%	3.41%				
R5	Granahan	1.11	2.38%	1.48%	3.86%				
R6	Bender	1.26	2.38%	1.67%	4.05%				
R7	Collin	1.53	2.38%	2.04%	4.42%				
R8	Mitchell	1.53	2.38%	2.04%	4.42%				
R9	Gustafson, D	1.53	2.38%	2.04%	4.42%				
R10	Hilty	1.53	2.38%	2.04%	4.42%				
R11	Dingle	1.53	2.38%	2.04%	4.42%				
R12	Hess Family Trust	1.77	2.38%	2.35%	4.73%				
R13	Wu Revocable Trust	2.19	2.38%	2.91%	5.29%				
R14	Williams	2.74	2.38%	3.65%	6.03%	S1	0.22	17%	
R15	Gustafson, C	2.74	2.38%	3.65%	6.03%	S2	0.30	23%	
R16	Cantrell	2.74	2.38%	3.65%	6.03%	S3	0.40	30%	
R17	Barthold/Fleming	2.74	2.38%	3.65%	6.03%	S4	0.40	30%	
R18	Bell	2.74	2.38%	3.65%	6.03%	B1	0.22		14%
R19	Apollo Holdings Ltd.	2.74	2.38%	3.65%	6.03%	B2	0.45		29%
R20	Bradford Holdings LLC	2.74	2.38%	3.65%	6.03%	B3	0.45		29%
R21	Britannia Securities Int'l. Ltd.	2.74	2.38%	3.65%	6.03%	B4	0.45		29%
			50.00%	50.00%	100.00%			100%	100%

Rev 3 Sep 2000



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, Skagit County Auditor

ATTACHMENT "2" PARCEL AND ROAD MAP



200105250116

Skagit County Auditor

Attachment "3"

Common Road Easement

Common Road Easement

An easement for ingress, egress, and utilities over, under, and across all that portion of the Northwest quarter of Section 8, Township 36 North, Range 3 East of W.M., Skagit County, Washington, lying within the following described tract of land:

A strip of land 60.00 feet in width, being 30.00 feet on each side of the following described center line:

Commencing at the Southeast corner of said Section 8; thence North 00°01'47" East, along the East line thereof, for a distance of 2645.79 feet to the East $\frac{1}{2}$ corner of said Section 8; thence North 00°03'16" East, continuing along said East line, for a distance of 2645.36 feet to the Northeast corner of said Section 8; thence North 89°13'20" West, along the North line of said Section 8, for a distance of 2639.88 feet to the North $\frac{1}{2}$ corner of said Section 8; thence North 89°13'20" West, continuing along the North line of said Section 8, for a distance of 66.65 feet; thence South 65°24'06" West for a distance of 1371.96 feet; thence South 59°23'06" East for a distance of 44.66 feet; thence South 48°47'51" East for a distance of 27.39 feet; thence South 61°57'50" East for a distance of 72.56 feet; thence South 51°14'22" East for a distance of 62.98 feet; thence South 56°35'52" East for a distance of 78.32 feet; thence South 69°26'23" East for a distance of 66.08 feet; thence South 65°26'36" East for a distance of 78.48 feet; thence South 63°53'31" East for a distance of 78.33 feet; thence South 64°37'00" East for a distance of 98.37 feet; thence South 67°46'40" East for a distance of 72.30 feet; thence South 73°23'03" East for a distance of 10.12 feet; thence South 71°59'48" East for a distance of 62.05 feet; thence South 59°45'13" East for a distance of 60.93 feet; thence South 66°50'13" East for a distance of 178.42 feet to the point of curvature of a curve to the left, said curve having a radius of 58.14 feet; thence Easterly, following said curve to the left through a central angle of 100°20'27", for an arc

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Chuckanut Ridge Property Owners Association
Declaration of Covenant, Restrictions, Easements and
Road Maintenance Agreement

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Skagit County Auditor

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distance of 101.82 feet to the end of said curve; thence North 12°49'20" East for a distance of 59.46 feet to the point of curvature of a curve to the right, said curve having a radius of 67.69 feet; thence Easterly, following said curve to the right through a central angle of 121°23'49", for an arc distance of 143.41 feet to the end of said curve; thence South 45°46'50" East for a distance of 12.06 feet to the point of curvature of a curve to the right, said curve having a radius of 243.60 feet; thence Southeasterly, following said curve to the right through a central angle of 16°21'08", for an arc distance of 69.52 feet; thence South 29°25'43" East for a distance of 70.84 feet to the point of curvature of a curve to the left, said curve having a radius of 215.84 feet; thence Southeasterly, following said curve to the left through a central angle of 31°25'35", for an arc distance of 118.39 feet to a point of reverse curvature; thence Southerly, following a curve to the right, said curve having a radius of 10.78 feet, through a central angle of 99°57'49" for an arc distance of 18.80 feet to a point of compound curvature; thence Southerly, Westerly, and Northwesterly, following a curve to the right, said curve having a radius of 34.67 feet, through a central angle of 100°11'43" for an arc distance of 60.62 feet to the end of said curve; thence North 40°41'46" West for a distance of 121.18 feet to the point of curvature of a curve to the left, said curve having a radius of 34.39 feet; thence Northerly, Westerly, and Southerly, following said curve to the left through a central angle of 151°04'06", for an arc distance of 90.67 feet to a point of reverse curvature; thence Southerly, following a curve to the right, said curve having a radius of 287.19 feet, through a central angle of 29°31'45" for an arc distance of 148.01 feet to a point of compound curvature; thence Southerly, following a curve to the right, said curve having a radius of 40.94 feet, through a central angle of 46°13'20" for an arc distance of 33.03 feet to a point of compound curvature; thence Southerly and Westerly, following a curve to the right, said curve having a radius of 104.06 feet, through a central angle of 40°52'22" for an arc distance of 74.23 feet to the end of said curve; thence North 75°08'26" West for a distance of 62.60 feet to the point of curvature of a curve to the left, said curve having a radius of 113.21 feet; thence Westerly, following said curve to the left through a central angle of 24°54'22", for an arc distance of 49.21 feet; thence South 79°57'12" West for

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a distance 23.91 feet to the point of curvature of a curve to the right, said curve having a radius of 294.35 feet; thence Westerly, following said curve to the right through a central angle of 28°08'00", for an arc distance of 144.53 feet to the end of said curve; thence North 71°54'48" West for a distance of 149.10 feet to the point of curvature of a curve to the left, said curve having a radius of 311.10 feet; thence Westerly, following said curve to the left through a central angle of 27°24'06", for an arc distance of 148.78 feet; thence South 80°41'06" West for a distance of 190.09 feet to the point of curvature of a curve to the left, said curve having a radius of 308.05 feet; thence Westerly, following said curve to the left through a central angle of 9°51'54", for an arc distance of 53.04 feet to a point of reverse curvature; thence Westerly, following a curve to the right, said curve having a radius of 265.35 feet, through a central angle of 2°46'27" for an arc distance of 12.85 feet to the true point of beginning of said center line; thence continuing Westerly, following a curve to the right, said curve having a radius of 265.35 feet, through a central angle of 6°04'23" for an arc distance of 28.13 feet to the end of said curve; thence South 79°40'01" West for a distance of 81.61 feet; thence North 80°47'31" West for a distance of 227.03 feet; thence South 76°04'32" West for a distance of 97.12 feet; thence South 17°21'54" East for a distance of 86.75 feet; thence South 58°51'22" East for a distance of 79.02 feet; thence South 74°05'19" East for a distance of 253.79 feet to the point of curvature of a curve to the right, said curve having a radius of 32.56 feet; thence Easterly, Southerly, and Westerly, following said curve to the right through a central angle of 138°21'22", for an arc distance of 78.64 feet to the end of said curve; thence South 64°16'02" West for a distance of 96.07 feet; thence South 59°26'58" West for a distance of 64.15 feet; thence South 72°53'11" West for a distance of 150.93 feet to the point of curvature of a curve to the right, said curve having a radius of 211.33 feet; thence Westerly, following said curve to the right through a central angle of 22°39'08" for an arc distance of 83.55 feet to a point of compound curvature; thence Westerly, following a curve to the right, said curve having a radius of 386.28 feet, through a central angle of 31°54'49" for an arc distance of 215.16 feet to the end of said curve; thence North 52°32'52" West for a distance of 232.34 feet, more or



less, to a point on the Northeasterly right-of-way margin of Chuckanut Drive, said point lying North 49°22'28" West, a distance of 6100.52 feet from the Southeast corner of said Section 8, and said point being the end of said center line.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per Record of Survey map filed with the Skagit County Auditors Office, reference number 800108007, 1977. Coordinate grid location was held at the 1/4 corner between Sections 8 & 9. Then the line between the said 1/4 corner and the common section corner of sections 8, 9, 16 and 17 was rotated 00°00'11" East to conform with an unrecorded historical survey in section 8 performed by L.S. # 17068, in 1981. This description and the parcel it describes is depicted on that certain Record of Survey map prepared by Ayers-Harrison, P.S., in the summer of 1989, reference by Job Number 89029.

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"EXHIBIT D"
FOR
DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS
AND ROAD MAINTENANCE AGREEMENT

AYERS-HARRISON, P.S. SEPTEMBER 5, 1989

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Chualar Ridge Property Owners Association
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Portion
the Nor
Quarter

ENTIRE PARCEL LEGAL DESCRIPTION

A portion of Schedule "A-1" Title Policy No. T-60120 Land Tr of Skagit County.

PARCEL "B"

Government Lot 1 in Section 7, Township 36 North, Range 3 E

EXCEPT any portion lying Southwesterly of the Northeasterly lin State Highway known as Pacific Highway and now known as Chu

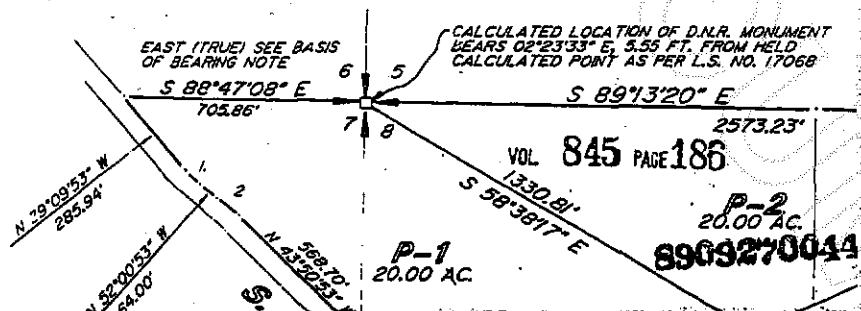
Situate in County of Skagit, State of Washington.

PARCEL "C"

Those portions of Section 8, Township 36 North, Range 3 East described as follows:

1. Government Lot 1,

EXCEPT any portion lying Southwesterly of the Northeasterly the State Highway known as Pacific Highway and now known Chuckanut Drive.



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Skagit County Auditor

RECORD OF SURVEY FOR TOM BUGGIA

s of Government Lot 1, Section 7, Government Lots 1, 2, and 3 in Section 8, and the Northwest Quarter, the Northeast Quarter and the Southeast Quarter, all in the North 1/2 of Section 8, all in Township 36 North, Range 3 East of the W.M., Skagit County, Washington

EXHIBIT "D"

(AS PER THE "DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT")

AND EXCEPT that portion conveyed to the State of Washington by Instrument recorded under Auditor's File No. 767797, records of Skagit County, Washington.

the Company

East, W.M.,

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t, W.M.,

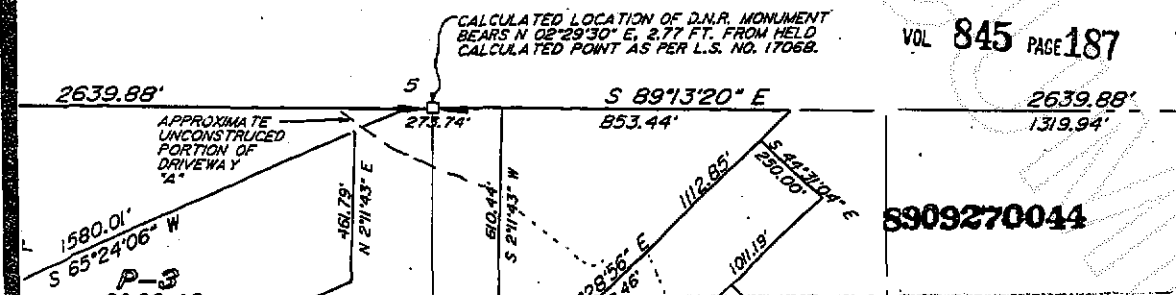
y line of
as

2. That portion of Government Lots 2 and 3, lying Easterly of the State Highway now known as Chuckanut Drive.
3. (Deleted for purposes of this description)
4. The Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4.
5. The Southeast 1/4 of the Northeast 1/4, lying East of the right-of-way of the State Highway now known as Chuckanut Drive.
6. The Northeast 1/4 of the Northwest 1/4.

Situate in the County of Skagit, State of Washington.

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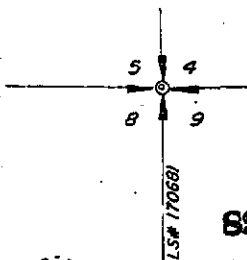


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Skagit County Auditor

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BASIS OF BEARING

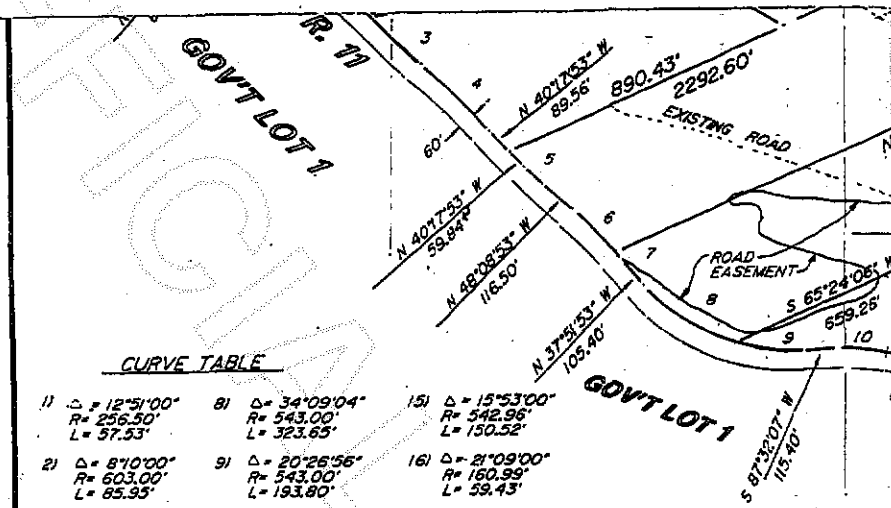
The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per Record of Survey map filed with the Skagit County Auditor's Office, reference number 800108007, 1977. Coordinate grid location was held at the 1/4 corner between Sections 8 & 9. Then the line between the said 1/4 corner and the common section corner of sections 8, 9, 16 and 17 was rotated 00°00'11" East to conform with an unrecorded historical survey in Section 8 performed by L.S. No. 17068, in 1981. This description and the parcel it describes is depicted on that certain Record of Survey map prepared by Ayers-Harrison, P.S., in the summer of 1989, reference by Job Number 89029.



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CURVE TABLE

1) $\Delta = 12^{\circ}51'00''$ R = 256.50' L = 57.53'	8) $\Delta = 34^{\circ}09'04''$ R = 543.00' L = 323.65'	15) $\Delta = 15^{\circ}53'00''$ R = 542.96' L = 150.52'
2) $\Delta = 8^{\circ}10'00''$ R = 603.00' L = 65.95'	9) $\Delta = 20^{\circ}26'56''$ R = 543.00' L = 193.60'	16) $\Delta = 21^{\circ}09'00''$ R = 160.99' L = 59.43'
3) $\Delta = 6^{\circ}09'00''$ R = 543.00' L = 58.28'	10) $\Delta = 12^{\circ}34'00''$ R = 603.00' L = 132.26'	17) $\Delta = 17^{\circ}15'00''$ R = 256.48' L = 77.22'
4) $\Delta = 9^{\circ}42'00''$ R = 1697.00' L = 265.60'	11) $\Delta = 21^{\circ}07'52''$ R = 507.50' L = 187.17'	18) $\Delta = 21^{\circ}20'00''$ R = 316.48' L = 117.84'
5) $\Delta = 7^{\circ}51'00''$ R = 543.00' L = 74.40'	12) $\Delta = 10^{\circ}27'08''$ R = 507.50' L = 92.59'	19) $\Delta = 17^{\circ}26'00''$ R = 256.48' L = 78.04'
6) $\Delta = 9^{\circ}10'09''$ R = 1176.00' L = 188.20'	13) $\Delta = 54^{\circ}57'00''$ R = 409.89' L = 393.11'	20) $\Delta = 49^{\circ}47'00''$ R = 173.24' L = 150.52'
7) $\Delta = 1^{\circ}06'51''$ R = 1176.00' L = 22.87'	14) $\Delta = 56^{\circ}02'00''$ R = 220.99' L = 216.12'	

SURVEY EQUIPMENT
This survey was a
Theodolite and etc.

NOTE: Initial Cont

AUDITOR'S CERTIFICATE

Filed for record this day of 19..... at M
in book of at page at the request of

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8909270044

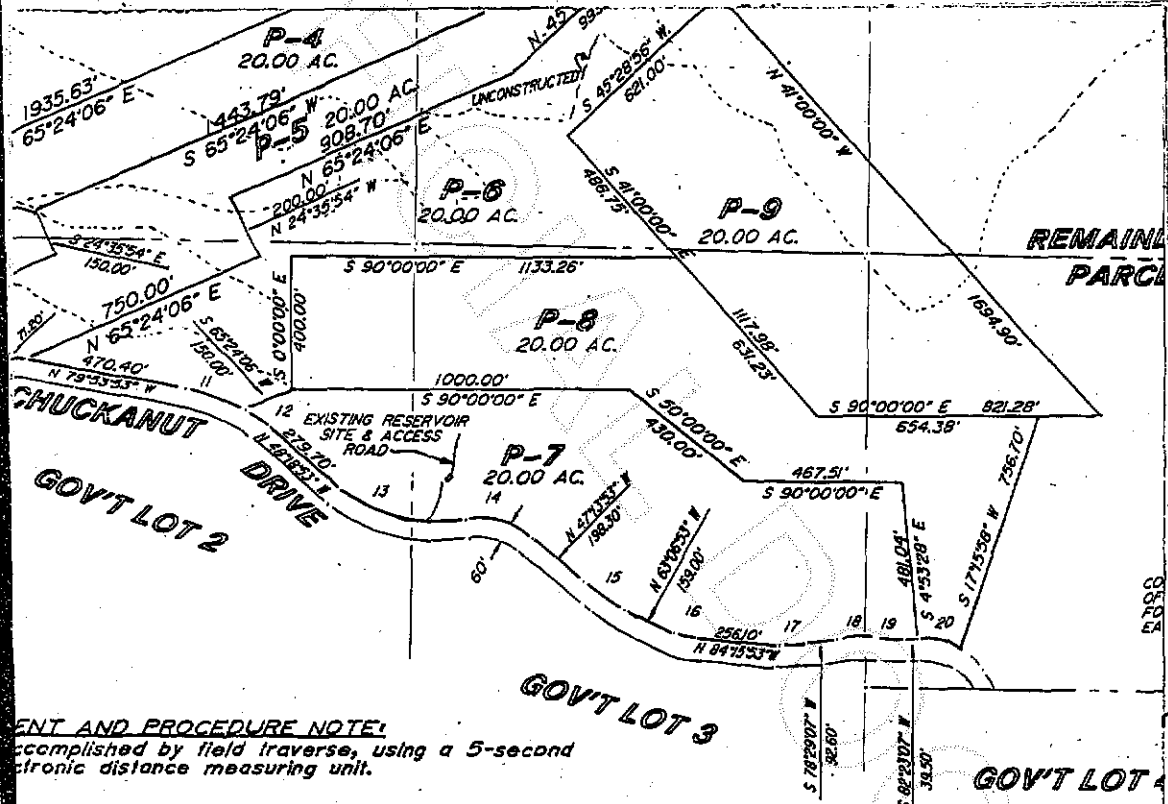
County Auditor

This map correctly
direction in conform
Recording Act at
in AUG 1984

FERGUSON & SONS . 116302



200105250116
Skagit County Auditor



SURVEYOR'S CERTIFICATE

I hereby represent a survey made by me or under my
 guidance with the requirements of the Survey
 on the request of TOM BUGGIA

Peter R. Harrison

Certificate No. 13730

8909270041

PETER R. HARRISON
 JUNE 14, 1989
 322 NORTH COMMERCIAL # 201
 BELLINGHAM, WASHINGTON 98225

AUGUST 29, 1989

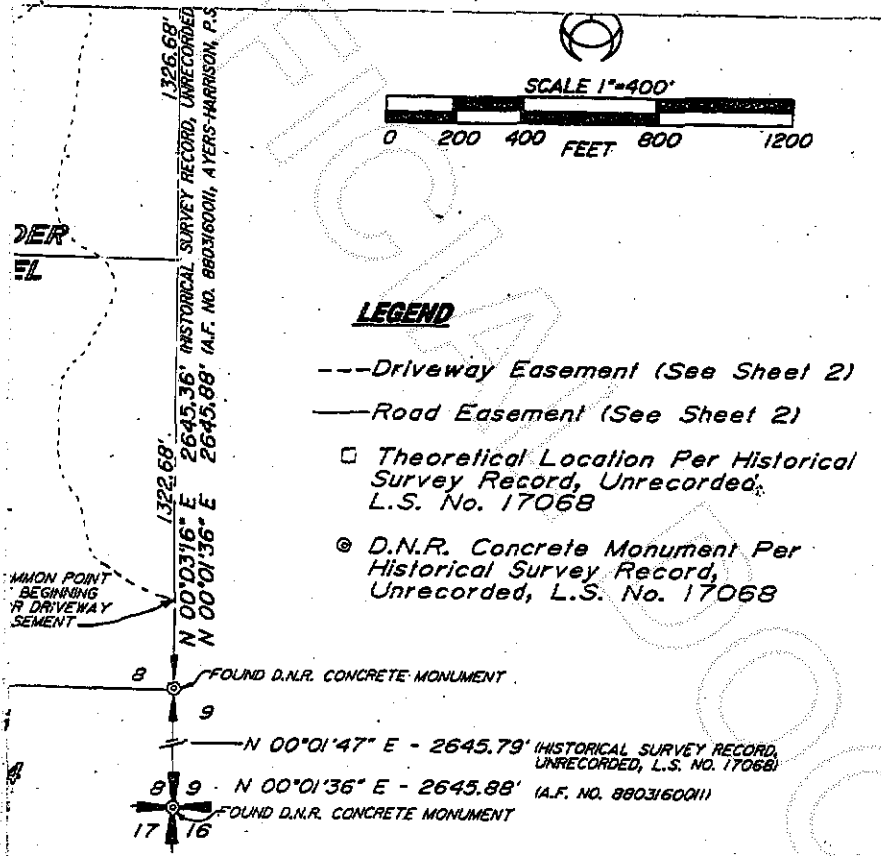
Professional Land Surveyors
HARRISON
Professional Land Surveyors
and Consulting Services

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SON

GOV. LOT 1, SEC. 7, GOV. LOTS 1, 2 & 3 IN SEC. 8, &
THE NW 1/4, THE NE 1/4 & THE SE 1/4, ALL IN THE NE 1/4
IN SEC. 8, T36N, R3E OF THE W.M.

DWN BY

DJC

DATE

AUG. 1989

JOB NO.

89029

CHKD BY

PRH

SCALE

1"=400'

SHEET

1 OF 4

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671-9505

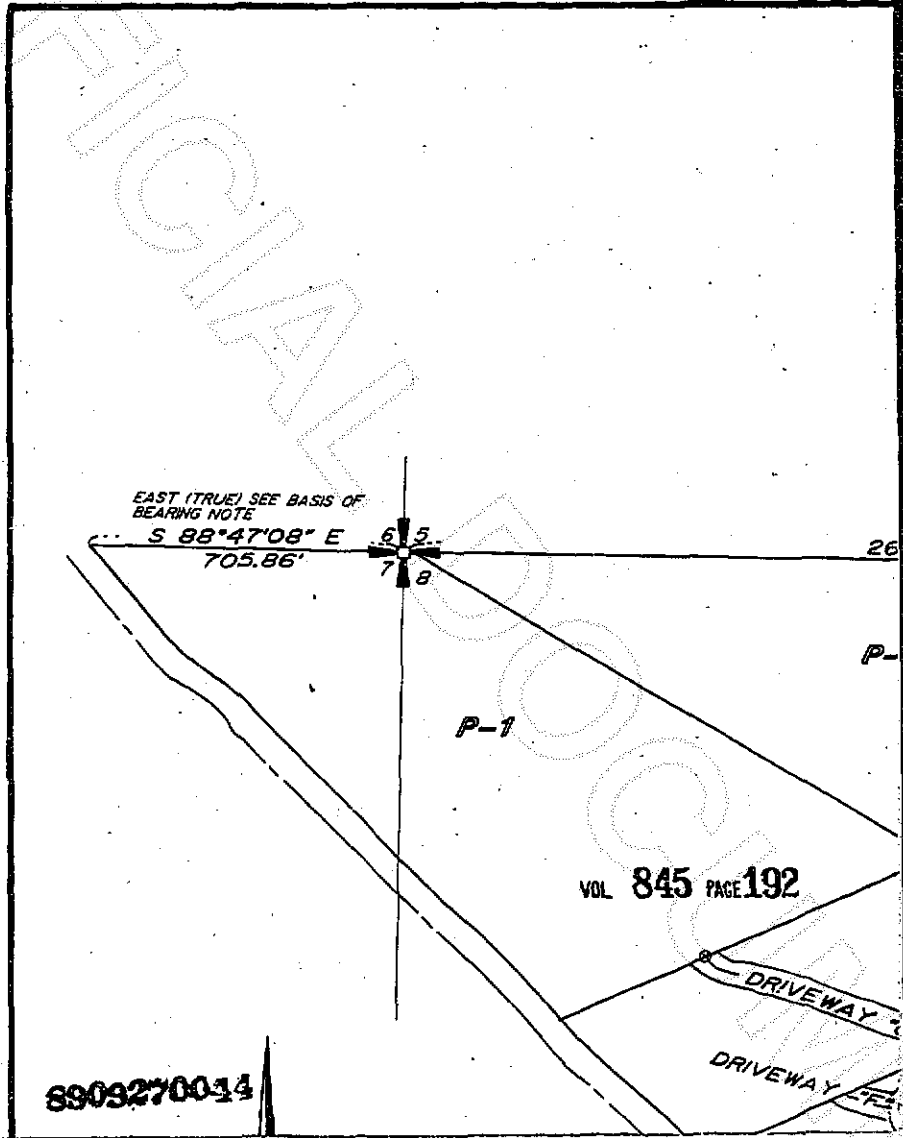
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 , Skagit County Auditor

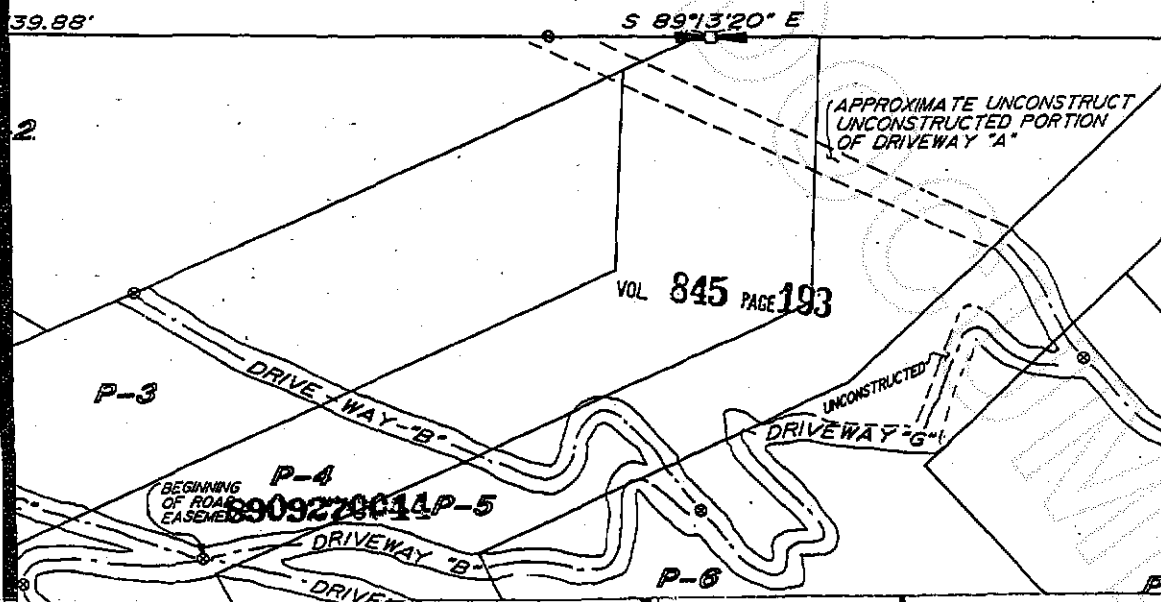


8909270014



RECORD OF SURVEY FOR TOM BUGGIA

EXHIBIT "D" DRIVEWAY EASEMENT MAP (AS PER THE "DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT")



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Skagit County Auditor

2639.88'



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2645.36'

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ORLY

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200105250116

, Skagit County Auditor

END OF ROAD
EASEMENT

ROADWAY EASEMENT

CHUCKA



EASEMENT NOTE

Depicted roadway and driveway easement locations are only applied to roadways and driveway easements and are to be used for true of roadways and driveways.

LEGEND

- * Driveway Easement Centerline Intersection As Per Declaration of Covenants, Restrictions, Easements and Road Maintenance Agreement. (See EASEMENT NOTE.)

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AUDITOR'S CERTIFICATE

Filed for record this..... day of..... 19..... at..... M
in book..... of..... at page..... at the request of.....

This map correctly
direction in conformity
Recording Act at this
in AUG. 19 99

8909270044

County Auditor

FERGUSON & SONS 110302

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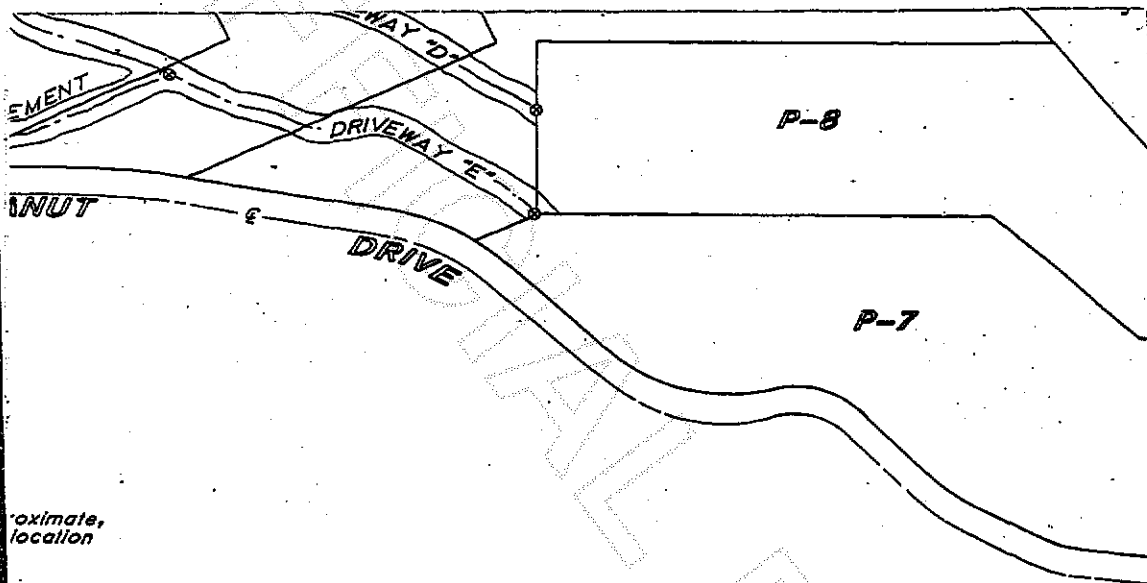
Chuckanut Ridge Property Owners Association
Declaration of Covenants, Restrictions, Easements and
Road Maintenance Agreement



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Skagit County Auditor

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Approximate,
location

Description

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SURVEYOR'S CERTIFICATE

represents a survey made by me or under my
 presence with the requirements of the Survey
 request of TOM BUGGIA

Peter R. Harrison

Certificate No. 13730

8909270134



AUGUST 29, 1989
 322 N. COMMERCIAL, SUITE #201
 BELLINGHAM, WASHINGTON 98225

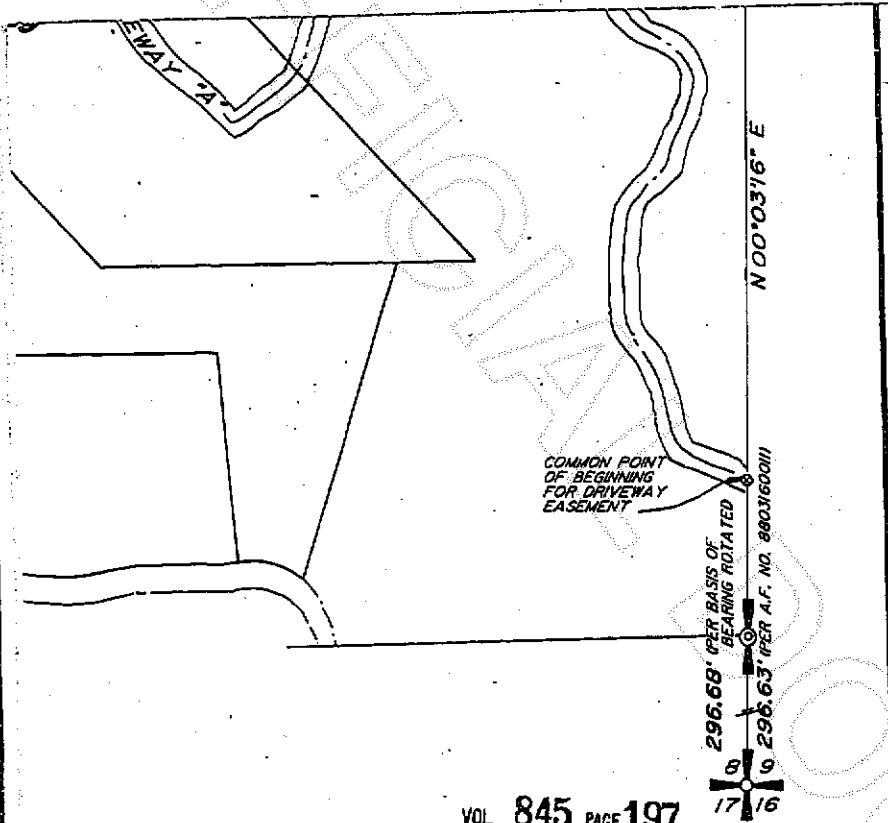


67
734

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 Skagit County Auditor



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DN	BASIS OF BEARING: SEE SHEET 1		
	GOV. LOT 1, SEC. 7, GOV. LOTS 1, 2, & 3 IN SEC. 8, & THE NW 1/4, THE NE 1/4 & THE SE 1/4, ALL IN THE NE 1/4 IN SEC. 8, T36N, R3E OF THE W.M.		
	DWN BY	DATE	JOB NO.
	DJC	AUG 1989	89029
71-9505 4-11-44	CHRD BY	SCALE	SHEET
	PRH	1"=300'	2 OF 4

8909270014



DECLARANTS:

Apollo Holdings Ltd

By [Signature]
Its President

By [Signature]
Its Secretary

Bindra Trust dated April 22, 1992

By JAGGEET S. BINDRA, Trustee

By JANICE E. BINDRA, Trustee

Bradford Holdings LLC

By _____
Its President

By _____
Its Secretary

Britannia Securities International Ltd.

By _____
Its President

By _____
Its Secretary

THOMAS BELL

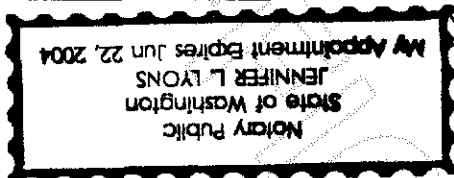
VANESSA BELL



STATE OF Washington)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Chris Bonvini
and Chris Bonvini are the persons who appeared before me, and said persons acknowledged that
they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it
as the President and Secretary of APOLLO HOLDINGS LTD, to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

Dated: 2-26-01



Jennifer Lyons
NOTARY PUBLIC, in and for the State of
Washington, residing at: Fife
Printed Name: Jennifer L. Lyons
My Commission expires: June 22, 2004

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JOHN LARRY BARTHOLD** is the person who appeared before
me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **CAROL ANN FLEMING** is the person who appeared
before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of
_____, residing at: _____
Printed Name: _____
My Commission expires: _____



John Larry Barthold
JOHN LARRY BARTHOLD

Carol Ann Fleming
CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By _____
DAVID E. HESS, Trustee

By _____
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
and _____ are the persons who appeared before me, and said persons acknowledged that
they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it
as the President and Secretary of **APOLLO HOLDINGS LTD**, to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.

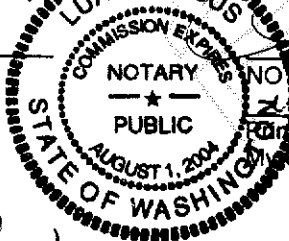
Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that **JOHN LARRY BARTHOLD** is the person who appeared before
me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and purposes mentioned in the instrument.

Dated: Dec. 8, 2000

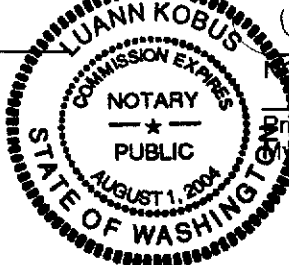


NOTARY PUBLIC, in and for the State of _____
WA, residing at: Bellingham, WA
Printed Name: LuAnn Kobus
My Commission expires: Aug. 1, 2004

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that **CAROL ANN FLEMING** is the person who appeared
before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Dec 8, 2000



NOTARY PUBLIC, in and for the State of _____
WA, residing at: Bellingham, WA
Printed Name: LuAnn Kobus
My Commission expires: Aug 1, 2004



200105250116

, Skagit County Auditor

DECLARANTS:

Apollo Holdings Ltd

By _____
Its President

By _____
Its Secretary

Bindra Trust dated April 22, 1992

By Jagjeet S. Bindra
JAGJEET S. BINDRA, Trustee

By Janice E. Bindra
JANICE E. BINDRA, Trustee

Bradford Holdings LLC

By _____
Its President

By _____
Its Secretary

Britannia Securities International Ltd.

By _____
Its President

By _____
Its Secretary

THOMAS BELL

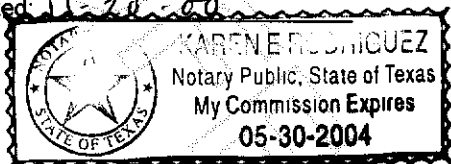
VANESSA BELL



STATE OF Texas)
COUNTY OF Harris)ss.

I certify that I know or have satisfactory evidence that JAGJEET S. BINDRA 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 acknowledge it as a **Trustee of the Bindra Trust Dated April 22, 1992** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11-20-00

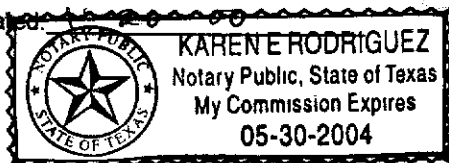


Karen E. Rodriguez
NOTARY PUBLIC, in and for the State of
Texas, residing at: 2811 Hayes Rd
Printed Name: Karen E. Rodriguez
My Commission expires: 05-30-04

STATE OF Texas)
COUNTY OF Harris)ss.

I certify that I know or have satisfactory evidence that JANICE E. BINDRA is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the Bindra Trust Dated April 22, 1992** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11-20-00



Karen E. Rodriguez
NOTARY PUBLIC, in and for the State of
Texas, residing at: 2811 Hayes Rd
Printed Name: Karen E. Rodriguez
My Commission expires: 05-30-04

STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that _____
and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of **BRADFORD HOLDINGS LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____



DECLARANTS:

Apollo Holdings Ltd

By _____
Its President

By _____
Its Secretary

Bindra Trust dated April 22, 1992

By _____
JAGGEET S. BINDRA, Trustee

By _____
JANICE E. BINDRA, Trustee

Bradford Holdings LLC

By *David J. Courmoult* member
Its President

By *David J. Courmoult* member
Its Secretary

Britannia Securities International Ltd.

By _____
Its President

By _____
Its Secretary

THOMAS BELL

VANESSA BELL



STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JAGGEET S. BINDRA** 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 acknowledge it as a **Trustee of the Bindra Trust Dated April 22, 1992** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JANICE E. BINDRA** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the Bindra Trust Dated April 22, 1992** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that DANIEL C. CAWMAUGH and DANIEL C. CAWMAUGH are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of **BRADFORD HOLDINGS LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: NOVEMBER 17, 2000

Engracia Peterson
NOTARY PUBLIC in and for the State of WA, residing at: Feendale
Printed Name: Engracia Peterson
My Commission expires: 11/08/03



DECLARANTS:

Apollo Holdings Ltd

By _____
Its President

By _____
Its Secretary

Bindra Trust dated April 22, 1992

By _____
JAGGEET S. BINDRA, Trustee

By _____
JANICE E. BINDRA, Trustee

Bradford Holdings LLC

By _____
Its President

By _____
Its Secretary

Britannia Securities International Ltd.

By _____
Its President

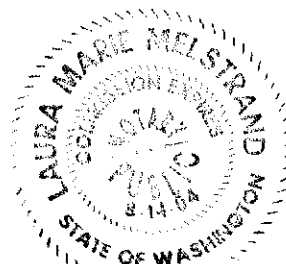
By _____
Its Secretary

THOMAS BELL

VANESSA BELL



STATE OF Washington
COUNTY OF Whatcom)^{ss.}



I certify that I know or have satisfactory evidence that J. Greig and
_____ are the persons who appeared before me, and said persons acknowledged that they
signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as
the President and Secretary of **BRITANNIA SECURITIES INTERNATIONAL LTD**, to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.

Dated: 12/15/00

L. M. Melstrand
NOTARY PUBLIC, in and for the State of _____
residing at: Whatcom County

Printed Name: Laura Melstrand
My Commission expires: 8-14-04

STATE OF _____)
COUNTY OF _____)^{ss.}

I certify that I know or have satisfactory evidence that **KIM CANTRELL** is the person who appeared before
me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____

residing at: _____

Printed Name: _____

My Commission expires: _____

STATE OF _____)
COUNTY OF _____)^{ss.}

I certify that I know or have satisfactory evidence that **GREGORY D. COLLIN** is the person who appeared
before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____

residing at: _____

Printed Name: _____

My Commission expires: _____

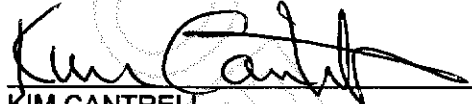


JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER


KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAAN

PAMELA K. GRANAHAAN

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By _____
DAVID E. HESS, Trustee

By _____
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of **BRITANNIA SECURITIES INTERNATIONAL LTD**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF Washington)
)ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that **KIM CANTRELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 02/09/01

Gwyn Howat
NOTARY PUBLIC, in and for the State of Washington, residing at: Bellingham
Printed Name: Gwyn Howat
My Commission expires: 5-8-01

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **GREGORY D. COLLIN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

Gregory D. Collin

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAN

PAMELA K. GRANAHAN

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By _____
DAVID E. HESS, Trustee

By _____
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the President and Secretary of **BRITANNIA SECURITIES INTERNATIONAL LTD**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that **KIM CANTRELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF Washington)
COUNTY OF Whatcom)ss.

I certify that I know or have satisfactory evidence that **GREGORY D. COLLIN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/17/2000

Reah M. Moritz
NOTARY PUBLIC, in and for the State of WA, residing at: Bellingham
Printed Name: Reah M. Moritz
My Commission expires: 03-08-04



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By DAVID E. HESS, Trustee

By PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER

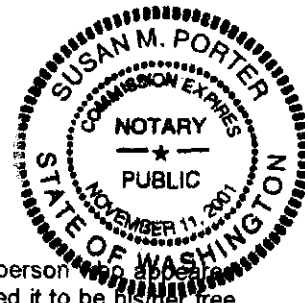


STATE OF Washington)
COUNTY OF Whatcom)ss.

I certify that I know or have satisfactory evidence that **ROBERT L. COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/27/00

Susan M Porter
NOTARY PUBLIC, in and for the State of
WA, residing at: Bellingham Washington
Printed Name: Susan M Porter
My Commission expires: 11/11/01

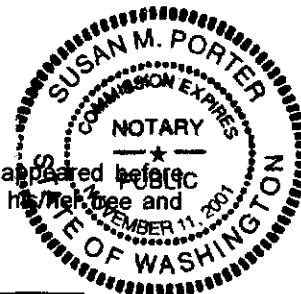


STATE OF Washington)
COUNTY OF Whatcom)ss.

I certify that I know or have satisfactory evidence that **JILL COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11/27/00

Susan M Porter
NOTARY PUBLIC, in and for the State of
WA, residing at: Bellingham Washington
Printed Name: Susan M Porter
My Commission expires: 11/11/01



STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that **WILLIAM F. DINGLE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that **STEPHEN J. GRANAHA**n is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

William F. Dingle
WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By DAVID E. HESS, Trustee

By PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **ROBERT L. COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JILL COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

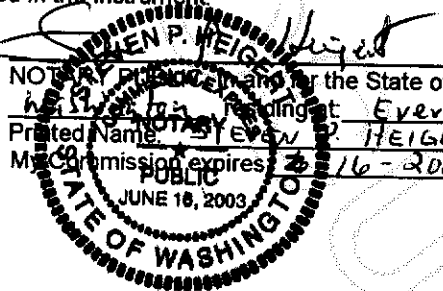
Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF Washington)
)ss.
COUNTY OF Snohomish)

I certify that I know or have satisfactory evidence that **WILLIAM F. DINGLE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11-27-00


NOTARY PUBLIC, in and for the State of Washington
residing at: Everett
Printed Name: STEVEN P. HEIGERT
My Commission expires: 6-16-2003

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **STEPHEN J. GRANAHAH** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE



STEPHEN J. GRANAHAH



PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By _____
DAVID E. HESS, Trustee

By _____
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **ROBERT L. COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JILL COTTON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **WILLIAM F. DINGLE** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

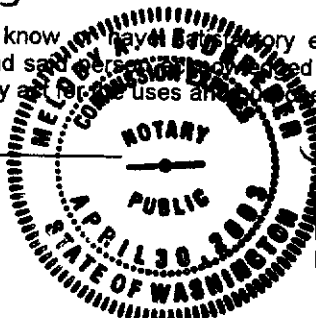
Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF Washington)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that **STEPHEN J. GRANAHA** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1-9-01



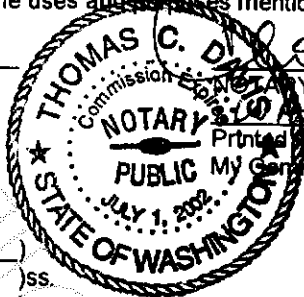
Melody A. Heidebreder
NOTARY PUBLIC, in and for the State of _____
residing at: mt View
Printed Name: Melody A Heidebreder
My Commission expires: 4-30-03



STATE OF Washington)
COUNTY OF Skagit)ss.

I certify that I know or have satisfactory evidence that **PAMELA K. GRANAHAN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1-24-2001



NOTARY PUBLIC, in and for the State of _____
residing at: Mount Vernon
Printed Name: Thomas C. Davis
My Commission expires: 7-1-02

STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that **CHARLES R. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that **ALICE F. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____)ss.

I certify that I know or have satisfactory evidence that **DAVID GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

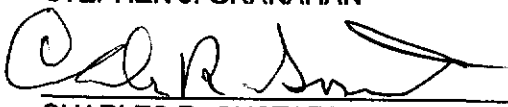
ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH


CHARLES R. GUSTAFSON


ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By _____
DAVID E. HESS, Trustee

By _____
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **PAMELA K. GRANAHAN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **CHARLES R. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11-03-2000

NOTARY PUBLIC, in and for the State of WASH
residing at: SEATTLE
Printed Name: DAN F. CRAVEN
My Commission expires: 06-03-2003

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **ALICE F. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 11-03-2000

NOTARY PUBLIC, in and for the State of WASHINGTON
residing at: SEATTLE
Printed Name: DAN F. CRAVEN
My Commission expires: 06-03-2003

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **DAVID GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON



DAVID GUSTAFSON

Hess Family Trust

By _____
DAVID E. HESS, Trustee

By _____
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **PAMELA K. GRANAHAN** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **CHARLES R. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **ALICE F. GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

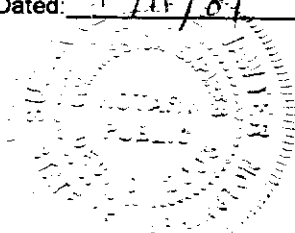
STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that **DAVID GUSTAFSON** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 1/15/04

Suzanne Marie Vawter

NOTARY PUBLIC, in and for the State of
WASHINGTON, residing at: BELLINGHAM
Printed Name: SUZANNE MARIE VAUTER
My Commission expires: 12-9-03



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By

DE Hess

DAVID E. HESS, Trustee

By

Patricia L Hess

PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF Washington)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that **DAVID E. HESS** 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 acknowledge it as a **Trustee of the Hess Family Trust** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Oct. 30, 2000

Lucille F. Collier
NOTARY PUBLIC, in and for the State of
Washington, residing at: Mt. Vernon
Printed Name: Lucille F. Collier
My Commission expires: 08-30-2002

STATE OF Washington)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that **PATRICIA L. HESS** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the Hess Family Trust** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Oct 30, 2000

Lucille F. Collier
NOTARY PUBLIC, in and for the State of
Washington, residing at: Mt. Vernon
Printed Name: Lucille F. Collier
My Commission expires: 08-30-2002

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **DOUGLAS G. HILTY** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By
DAVID E. HESS, Trustee

By
PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **DAVID E. HESS** 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 acknowledge it as a **Trustee of the Hess Family Trust** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **PATRICIA L. HESS** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the Hess Family Trust** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

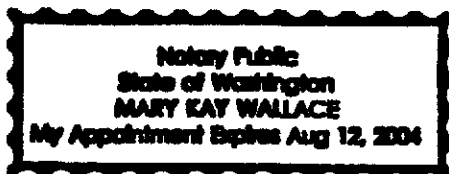
NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **DOUGLAS G. HILTY** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12-11-00

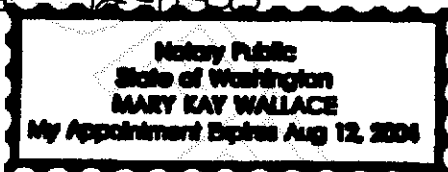
Mary Kay Wallace
NOTARY PUBLIC, in and for the State of Washington
residing at: Bellingham
Printed Name: Mary Kay Wallace
My Commission expires: 8-12-04



STATE OF Washington)
COUNTY OF Whatcom) ss.

I certify that I know or have satisfactory evidence that **PAULA RAE SULLIVAN-HILTY** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12-11-00



Mary Kay Wallace
NOTARY PUBLIC, in and for the State of
Washington, residing at: Bellingham
Printed Name: Mary Kay Wallace
My Commission expires: 8-12-04

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **JOHN HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **JULIE ANNE HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **CHARLES B. MCCARTHY, JR.** 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 acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
_____, residing at: _____
Printed Name: _____
My Commission expires: _____



JOHN LARRY BARTHOLD

CAROL ANN FLEMING

GLENN STEVEN BENDER

SALLY ANN BENDER

KIM CANTRELL

GREGORY D. COLLIN

ROBERT L. COTTON

JILL COTTON

WILLIAM F. DINGLE

STEPHEN J. GRANAHAH

PAMELA K. GRANAHAH

CHARLES R. GUSTAFSON

ALICE F. GUSTAFSON

DAVID GUSTAFSON

Hess Family Trust

By DAVID E. HESS, Trustee

By PATRICIA L. HESS, Trustee

DOUGLAS G. HILTY

PAULA RAE SULLIVAN-HILTY

JOHN HUBNER

JULIE ANNE HUBNER



STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **PAULA RAE SULLIVAN-HILTY** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

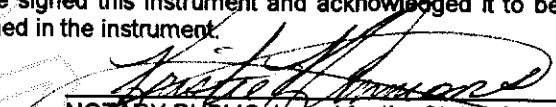
Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF Wash.)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that **JOHN HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

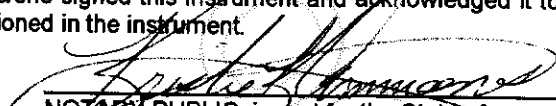
Dated: 10/30/00


NOTARY PUBLIC, in and for the State of WASH.
residing at: Mt. Vernon, WA
Printed Name: KRISTIE K. Ammons
My Commission expires: 3-15-04

STATE OF Wash.)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that **JULIE ANNE HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10/30/00


NOTARY PUBLIC, in and for the State of Wash.
residing at: Mt. Vernon
Printed Name: KRISTIE K. Ammons
My Commission expires: 3-16-04

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **CHARLES B. MCCARTHY, JR.** 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 acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



McCarthy Living Trust Dated May 1990

By Charles B. McCarthy, Jr., TRUSTEE
CHARLES B. MCCARTHY, JR., Trustee

By Anita G. McCarthy
ANITA G. MCCARTHY, Trustee

ROGER H. MITCHELL

KATHRYN S. MITCHELL

SHARON E. WILLIAMS

**Revocable Trust Of Philip Shi-Sun Wu
and Virginia Shih-Ching Wu
Dated March 16, 1999 And Successors**

By _____
PHILIP SHI-SU WU, Trustee

By _____
VIRGINIA SHIH-CHING WU, Trustee



200105250116

, Skagit County Auditor

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **PAULA RAE SULLIVAN-HILTY** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JOHN HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **JULIE ANNE HUBNER** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF California)
)ss.
COUNTY OF Orange)

I certify that I know or have satisfactory evidence that **CHARLES B. MCCARTHY, JR.** 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 acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 6, 2000



Lana J. Lukas
NOTARY PUBLIC, in and for the State of California, residing at: Yorba Linda
Printed Name: Lana J. Lukas
My Commission expires: July 25, 2001

Page 21 of 47

Chuckanut Ridge Property Owners Associat
Declaration of Covenants, Restrictions, Easements and Road M



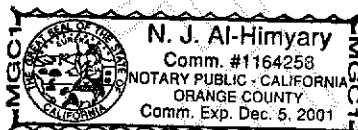
200105250116
Skagit County Auditor

5/25/2001 Page 81 of 88 3:34:02PM

STATE OF California)
COUNTY OF Orange) ss.

I certify that I ~~know~~ have satisfactory evidence that **ANITA G. MCCARTHY** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Dec. 1st, 2000



N. J. Al-Himyary
NOTARY PUBLIC, in and for the State of California, residing at: Yorbalinda, Orange County
Printed Name: N. J. Al-Himyary
My Commission expires: Dec 5th, 2001

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **ROGER H. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **KATHRYN S. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **SHARON E. WILLIAMS** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____, residing at: _____
Printed Name: _____
My Commission expires: _____



McCarthy Living Trust Dated May 1990

By _____
CHARLES B. MCCARTHY, JR., Trustee

By _____
ANITA G. MCCARTHY, Trustee

ROGER H. MITCHELL

KATHRYN S. MITCHELL

SHARON E. WILLIAMS

**Revocable Trust Of Philip Shi-Sun Wu
and Virginia Shih-Ching Wu
Dated March 16, 1999 And Successors**

By _____
PHILIP SHI-SU WU, Trustee

By _____
VIRGINIA SHIH-CHING WU, Trustee



STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **ANITA G. MCCARTHY** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that **ROGER H. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10/25/00

Kristine A. Milewski
NOTARY PUBLIC, in and for the State of
Washington, residing at: Bellingham
Printed Name: Kristine A. Milewski
My Commission expires: 08/03/2001

STATE OF Washington)
) ss.
COUNTY OF Whatcom)

I certify that I know or have satisfactory evidence that **KATHRYN S. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10/25/00

Kristine A. Milewski
NOTARY PUBLIC, in and for the State of
Washington, residing at: Bellingham
Printed Name: Kristine A. Milewski
My Commission expires: 08/03/2001

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **SHARON E. WILLIAMS** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____



McCarthy Living Trust Dated May 1990

By _____
CHARLES B. McCARTHY, JR., Trustee

By _____
ANITA G. McCARTHY, Trustee

ROGER H. MITCHELL

KATHRYN S. MITCHELL

Sharon E. Williams

SHARON E. WILLIAMS

**Revocable Trust Of Philip Shi-Sun Wu
and Virginia Shih-Ching Wu
Dated March 16, 1999 And Successors**

By _____
PHILIP SHI-SU WU, Trustee

By _____
VIRGINIA SHIH-CHING WU, Trustee



STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **ANITA G. MCCARTHY** is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a **Trustee of the McCarthy Living Trust Dated May 1990** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **ROGER H. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

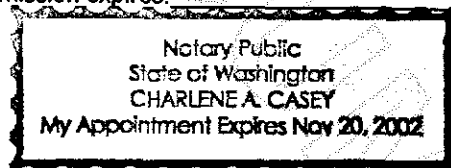
STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that **KATHRYN S. MITCHELL** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____
residing at: _____
Printed Name: _____
My Commission expires: _____

STATE OF WA)
COUNTY OF King) ss.



I certify that I know or have satisfactory evidence that **SHARON E. WILLIAMS** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12-11-2000

NOTARY PUBLIC, in and for the State of WA
residing at: Seattle
Printed Name: Charlene A. Casey
My Commission expires: 11-20-2002



McCarthy Living Trust Dated May 1990

By CHARLES B. MCCARTHY, JR., Trustee

By ANITA G. MCCARTHY, Trustee

ROGER H. MITCHELL

KATHRYN S. MITCHELL

SHARON E. WILLIAMS

**Revocable Trust Of Philip Shi-Sun Wu
and Virginia Shih-Ching Wu
Dated March 16, 1999 And Successors**

By Philip Shi-Sun Wu
PHILIP SHI-SU WU, Trustee
SUN

By Virginia Shih-Ching Wu
VIRGINIA SHIH-CHING WU, Trustee



STATE OF WA)
COUNTY OF Whatcom) ss.

I certify that I know or have satisfactory evidence that PHILIP SHI-SU WU 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 acknowledge it as a Co-Trustee of the Revocable Trust of Philip Shi-Su Wu and Virginia Shih-Ching Wu Dated March 16, 1999 And Successors to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-26-00

Tracy L. Lensen
NOTARY PUBLIC, in and for the State of WA, residing at: Lynden
Printed Name: Tracy L. Lensen
My Commission expires: 02-25-2007

STATE OF WA)
COUNTY OF Whatcom) ss.

I certify that I know or have satisfactory evidence that VIRGINIA SHIH-CHING WU is the person who appeared before me, and said person acknowledged that she signed this instrument on oath stated that she was authorized to execute the instrument and acknowledge it as a Co-Trustee of the Revocable Trust of Philip Shi-Su Wu and Virginia Shih-Ching Wu Dated March 16, 1999 And Successors to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-26-00

Tracy L. Lensen
NOTARY PUBLIC, in and for the State of WA, residing at: Lynden
Printed Name: Tracy L. Lensen
My Commission expires: 02-25-2007

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