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RETURN ADDRESS

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

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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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- 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.
- "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.

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(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. <u>Nuisance</u>. 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. <u>Signs.</u> 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. <u>Rubbish/Trash and Lot Maintenance</u>. 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.

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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. <u>Boats/Trailers</u>. 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.
- 1. <u>Hunting</u>. Hunting is not permitted.
- J. <u>Utility Services</u>. 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. <u>Automobiles.</u> 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. <u>Fences</u>. 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. <u>Individual Entry Gates</u>. 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. <u>Guest Quarters</u>. Guest quarters are considered Accessory Buildings and are to be used only by Declarants, Residents or their non-paying guests.

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- O. <u>Easement Prohibiting View Blockage</u>. 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. <u>Surface Water Runoff</u>. 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. <u>Rentals.</u> 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. <u>Pets/Animals</u>. 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.

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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,
 - 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. <u>Maintenance of Common Property</u>. 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.

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- 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.
- Voting. In the conduct of Association business each Lot has one (1) vote regardless of D. 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.

ROAD MAINTENANCE AGREEMENT. V.

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**

The Association and any Declarant shall have the right to enforce, by any proceedings in Α. law or in equity, all covenants, conditions, restrictions, reservations, tiens 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.

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- 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

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periods of ten (10) years, unless an instrument terminating or amending this Declaration if 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.

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 Octo 2000.

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DECLARANTS:

Apollo Holdings Ltd	
Ву	
Its President	
ByIts Secretary	
Bindra Trust dated April 22, 1992	
By	
JAGJEET S. BINDRA, Trustee	
By	
JANICE E. BINDRA, Trustee	
Bradford Holdings LLC	
Ву	
Its President	
By Its Secretary	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Britannia Securities International Ltd.	
By Its President	
Ву	
Its Secretary	
THOMAS BELL	VANESSA BELL

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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	
	<u> </u>
	·
STEPHEN J. GRANAHAN	PAMELA K. GRANAHAN
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
DAVID CHOTA FOON	
DAVID GUSTAFSON	
Hess Family Trust	
Ву	
DAVID E. HESS, Trustee	
By	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
DOUGLAS G. FILTT	FAULA RAE SULLIVAN-FILIT
JOHN HUBNER	JULIE ANNE HUBNER
OUT HT HOUSELY	OULL AMILL HODINEIX

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McCarthy Living Trust Dated May 1990	
71 A	
By	
CHARLES B. McCARTHY, JR., Trustee	
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	
Dated march 10, 1000 And Succession	
Ву	
PHILIP SHI-SU WU, Trustee	
VIRGINIA SHIH-CHING WU, Trustee	
<u> </u>	

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STATE OF)	
)ss. COUNTY OF)	
the transfer of the second	
I certify that I know or have satisfactory evid	ence thats who appeared before me, and said persons acknowledged that y were authorized to execute the instrument and acknowledged
they signed this instrument, on oath stated that the it as the President and Secretary of APOLLO HOL the uses and purposes mentioned in the instrumen	DINGS LTD, to be the free and voluntary act of such party for
Dated:	
	NOTARY PUBLIC, in and for the State of, residing at:
	Printed Name:
	My Commission expires:
STATE OF	
)ss.	
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appeared before me, and said person acknowledg his/her free and voluntary act for the uses and purp Dated:	ed that he/she signed this instrument and acknowledged it to be coses mentioned in the instrument.
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	dence that CAROL ANN FLEMING is the person who appeared
before me, and said person acknowledged that h free and voluntary act for the uses and purposes n	e/she signed this instrument and acknowledged it to be his/her
,	letitioned ii) the institution.
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	residing at:
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Page 14 of 47
Chuckanut Ridge Property Owners Asso
Declaration of Covenants, Restrictions, Easements and Road



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I certify that I know or h me, and said person acknowle voluntary act for the uses and p	dged that he/she s	idence that THOMAS BELL is the person who appeared before igned this instrument and acknowledged it to be his/her free and I in the instrument.
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	dged that he/she s	dence that VANESSA BELL is the person who appeared before igned this instrument and acknowledged it to be his/her free and it in the instrument.
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appeared before me, and said	person acknowledg	evidence that GLENN STEVEN BENDER is the person who ged that he/she signed this instrument and acknowledged it to be poses mentioned in the instrument.
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I certify that I know or he before me, and said person as free and voluntary act for the us	cknowledged that h	idence that SALLY ANN BENDER is the person who appeared ne/she signed this instrument and acknowledged it to be his/her nentioned in the instrument.
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		NOTARY PUBLIC, in and for the State of, residing at:
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Chuckanut Ridge Property Owners As
Declaration of Covenants, Restrictions, Easements and R



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before me, and said person ac execute the instrument and ac and voluntary act for the uses	nave satisfactory evidence that JAGJEET S. BINDRA is the person who appeared knowledged that he signed this instrument on oath stated that he was authorized to knowledge it as a Trustee of the Bindra Trust Dated April 22, 1992 to be the free and purposes mentioned in the instrument.
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certify that I know or	have satisfactory evidence that JANICE E. BINDRA is the person who appeared knowledged that she signed this instrument on oath stated that she was authorized
to execute the instrument and	I acknowledge it as a Trustee of the Bindra Trust Dated April 22, 1992 to be the
free and voluntary act for the u	ises and purposes mentioned in the instrument.
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Logitify that I know or h	ave satisfactory evidence that
and	are the persons who appeared before me, and said persons acknowledged that
they signed this instrument, or	oath stated that they were authorized to execute the instrument and acknowledged
it as the President and Secreta	ary of BRADFORD HOLDINGS LLC, to be the free and voluntary act of such party
for the uses and purposes me	ntioned in the instrument.
Parks as	
Dated:	NOTARY PUBLIC, in and for the State of
	NOTART FUDLIC, III and for the state of
	Printed Name:
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Chuckanut Ridge Property Owners Asso
Declaration of Covenants, Restrictions, Easements and Road



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	are the persons	evidence that and who appeared before me, and said persons acknowledged that they
signed this instrument, on oa	th stated that they w of BRITANNIA SEC	vere authorized to execute the instrument and acknowledged it as CURITIES INTERNATIONAL LTD, to be the free and voluntary act of
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I certify that I know	or have satisfactory	y evidence that KIM CANTRELL is the person who appeared before
me, and said person acknow	vledged that he/she	signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and	d purposes mention	ed in the instrument.
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certify that I know	or have satisfactor	y 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 use	s and purposes mer	ntioned in the instrument.
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Chuckanut Ridge Property Owners Ass
Declaration of Covenants, Restrictions, Easements and Ro



5/25/2001 Page 17 of 88 3:34:02PM

before me, and said persofree and voluntary act for the Dated: STATE OF COUNTY OF I certify that I know appeared before me, and s	on acknowledged that he uses and purpose))) ss) w or have satisfactorsaid person acknowle	NOTARY PUBLIC, in and for the State of
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before me, and said persofree and voluntary act for the Dated: STATE OF	on acknowledged that he uses and purpose	t he/she signed this instrument and acknowledged it to be his/her s mentioned in the instrument. NOTARY PUBLIC, in and for the State of
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	i de la companya de	Printed Name: My Commission expires:
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I certify that I know me, and said person acknow voluntary act for the uses a	owledged that he/she	evidence that JILL COTTON is the person who appeared before a signed this instrument and acknowledged it to be his/her free and led in the instrument.
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		Printed Name: My Commission expires:
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before me, and said perso free and voluntary act for the	on acknowledged that	evidence that ROBERT L. COTTON is the person who appeared the/she signed this instrument and acknowledged it to be his/her amentioned in the instrument.
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Chuckanut Ridge Property Owners As
Declaration of Covenants, Restrictions, Easements and R



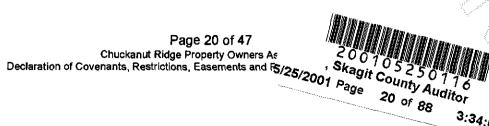
5/25/2001 Page 18 of 88

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the transfer of the second	
appeared before me, and said pe	have satisfactory evidence that PAMELA K. GRANAHAN is the person who irson acknowledged that he/she signed this instrument and acknowledged it to be the uses and purposes mentioned in the instrument.
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appeared before me, and said pe	ave satisfactory evidence that CHARLES R. GUSTAFSON is the person who arson acknowledged that he/she signed this instrument and acknowledged it to be
his/her tree and voluntary act for	the uses and purposes mentioned in the instrument.
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Loorlies that I know as how	e satisfactory evidence that ALICE F. GUSTAFSON is the person who appeared
before me, and said person ack	nowledged that he/she signed this instrument and acknowledged it to be his/her s and purposes mentioned in the instrument.
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before me, and said person ack	ve satisfactory evidence that DAVID GUSTAFSON is the person who appeared nowledged that he/she signed this instrument and acknowledged it to be his/her s and purposes mentioned in the instrument.
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Chuckanut Ridge Property Owners As
Declaration of Covenants, Restrictions, Easements and R



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me, and said person acknowledge	e satisfactory evidence that DAVID E. HESS is the person who appeared before ed that he signed this instrument on oath stated that he was authorized to execute it as a Trustee of the Hess Family Trust to be the free and voluntary act for the the instrument.
Dated:	
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	, residing at: Printed Name: My Commission expires:
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before me, and said person ackn	ve satisfactory evidence that PATRICIA L. HESS is the person who appeared owledged that she signed this instrument on oath stated that she was authorized knowledge it as a Trustee of the Hess Family Trust to be the free and voluntary ntioned in the instrument.
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before me, and said person ackr	ve satisfactory evidence that DOUGLAS G. HILTY is the person who appeared nowledged that he/she signed this instrument and acknowledged it to be his/her and purposes mentioned in the instrument.
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appeared before me, and said	have satisfactory evidence that PAULA RAE SULLIVAN-HILTY is the person wherever person acknowledged that he/she signed this instrument and acknowledged it to be or the uses and purposes mentioned in the instrument.
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me, and said person acknowle	have satisfactory evidence that JOHN HUBNER is the person who appeared beforedged that he/she signed this instrument and acknowledged it to be his/her free are purposes mentioned in the instrument.
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before me, and said person a	nave satisfactory evidence that JULIE ANNE HUBNER is the person who appears scknowledged that he/she signed this instrument and acknowledged it to be his/h uses and purposes mentioned in the instrument.
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appeared before me, and sai authorized to execute the inst	have satisfactory evidence that CHARLES B. MCCARTHY, JR. is the person wild person acknowledged that he signed this instrument on oath stated that he was rument and acknowledge it as a Trustee of the McCarthy Living Trust Dated Marry act for the uses and purposes mentioned in the instrument.
Dated:	
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	, residing at:
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	Page 21 of 47

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Chuckanut Ridge Property Owners A
Declaration of Covenants, Restrictions, Easements and



5/25/2001 Page 21 of 88 3:34:02PM

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before me, and said person acknowledge	owledged that shi knowledge it as a	dence that ANITA G. MCCARTHY is the person we signed this instrument on oath stated that she was Trustee of the McCarthy Living Trust Dated Marks mentioned in the instrument.	as authorized
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l certify that I know or hav before me, and said person ackr free and voluntary act for the uses Dated:	nowledged that he	dence that ROGER H. MITCHELL is the person we/she signed this instrument and acknowledged it sentioned in the instrument. NOTARY PUBLIC, in and for the State of, residing at: Printed Name: My Commission expires:	to be his/her
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I certify that I know or have before me, and said person ackr free and voluntary act for the uses	nowledged that h	ence that KATHRYN S. MITCHELL is the person version of the signed this instrument and acknowledged it the tentioned in the instrument.	vho appeared to be his/her
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before me, and said person ackr free and voluntary act for the uses	nowledged that h s and purposes m	dence that SHARON E. WILLIAMS is the person vershe signed this instrument and acknowledged it nentioned in the instrument.	
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Chuckanut Ridge Property Owners Associati
Declaration of Covenants, Restrictions, Easements and Road M



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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
	ated March 16, 1999 And Successors to be the free and voluntary act for the use
and purposes mentioned in	the instrument.
Dated:	
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and the second second	, residing at: Printed Name:
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Loorlife that I know	or have satisfactory evidence that VIRGINIA SHIH-CHING WU is the person wh
	aid person acknowledged that she signed this instrument on oath stated that she wa
	estrument 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 mer	ationed in the instrument
the about and priposes man	
Dated:	
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	residing at:
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Chuckanut Ridge Property Owners Associa
Declaration of Covenants, Restrictions, Easements and Road i

200105250116 , Skagit County Auditor

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A"

All of the Southeast 1/4 of Section 5, Township 36 North, Range 3 East, W.M.

PARCEL "B"

The North ½ of the Northeast ¼; and those portions of the Southeast ¼ of the Northeast ¼ 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 ½ of the Northwest ¼; the Northwest ¼ of the Southwest ¼; and, that portion of the Southwest ¼ of the Southwest ¼ 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

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Chuckanut Ridge Property Owners Asso
Declaration of Covenants, Restrictions, Easements and Roa

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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. <u>Easement:</u> 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. <u>Division of Costs:</u> 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. <u>Management:</u> 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

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Chuckanut Ridge Property Owners Associa
Declaration of Covenants, Restrictions, Easements and Road I



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. <u>Legal Effect:</u> The legal effect of this agreement herein is intended to supersede all previously binding road maintenance agreements and provisions.

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Chuckanut Ridge Property Owners Association of Covenants, Restrictions, Easements and Road Marketing Covenants, Restrictions, Easements and Road Marketing Covenants, Restrictions, Easements and Road Marketing Covenants (Road Marketing Covenants)



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

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, Skagit County Auditor

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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

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Chuckanut Ridge Property Owners Associatic
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ATTACHMENT "1" NAMES, PARCELS, and PRO RATA SHARES

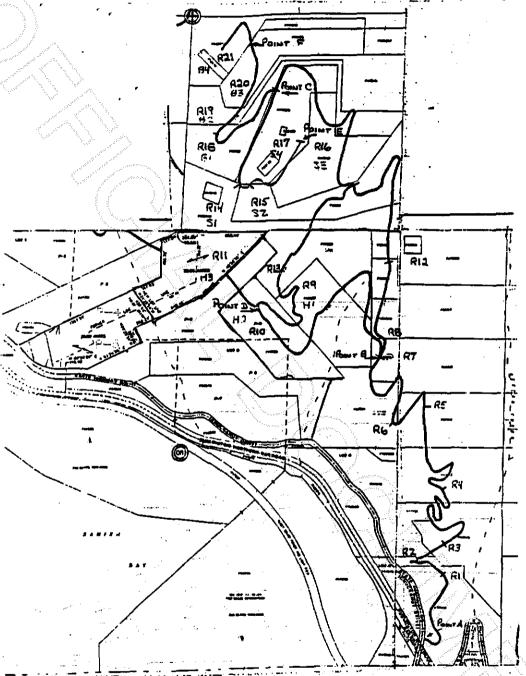
	SPALADANT	Chuckanut	Chuckanut	Chuckanut Ridge Drive	Chuckanut Ridge Drive	DRIVEWAY	DRIVEWAY	SIEVER'S	BUGGIA
PARCEL NUMBER	DECLARANT NAME	Ridge Drive ROAD	Ridge Orive FIXED	PRO RATA	TOTAL	NUMBER	MILES	LANE	VISTA
HOMOLIN	(/ / / / / / / / / / / / / / / / / / /	MILES	SHARE	SHARE	SHARE				
R1	Bindra Trust	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%	S 1	0.22	17%	
R15	Gustafson, C	2.74	2.38%	3.65%	6.03%	\$2	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%	В3	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%

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ATTACHMENT "2" PARCEL AND ROAD MAP





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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 it 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 it 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 72.36 feet; thence South 51'14'22" East for a distance of 62.98 feet; thence South 56'35'52" East for a distance of 68.08 feet; thence South 65'26'38" East for a distance of 68.08 feet; thence South 65'26'38" East for a distance of 78.48 feet; thence South 63'53'31" East for a distance of 78.33 feet; thence South 65'26'36" East for a distance of 78.48 feet; thence South 65'26'36" East for a distance of 77.30 feet; thence South 73'23'03" East for a distance of 10.12 feet; thence South 71'59'48" East for a distance of 60.93 feet; thence South 66'50'13" East for a distance of 60.93 feet; thence South 66'50'13" 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
octoration of Covenants, Restrictions, East-mark and
Dead Mathemanica Arragement

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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 12.08 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 East for a distance of 10.84 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 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"

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a distance 23.91 feet to the point of curvature of a 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; the left, said curve naving a radius of 303.03 lees, 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 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; the South 76°04'32" West for a distance of 97.12 feet; thence South 17°21'54" East for a distance of 86.7 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 Nouth 52'32'52" West for a distance of 232.34 feet, more or

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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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Chuckenut Pidge Property Owners Association
Declaration of Covernents, Restrictions, Easements and

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DECLARATIONS OF COVENANTS, CONDITIONS & RESTRICTIONS
AND ROAD MAINTENANCE AGREEMENT

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

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Portion. the Nor Quarter

ENTIRE PARCEL LEGAL DESCRIPTION

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

PARCEL "B"
Government Lot / In Section 7, Township 36 North, Range 3 E

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

Situate in County of Skagli, State of Washington.

PARCEL *C*
Those portions of Section 8, Township 36 North, Range 3 Eas described as follows:

Government Lot I,

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

CALCULATED LOCATION OF D.N.R. MONUMENT BEARS 02°23'33° E, 3.55 FT. FROM HELD CALCULATED POINT AS PER L.S. NO. 17068 EAST (TRUE) SEE BASIS OF BEARING NOTE S 88°47'08° S 89"13"20" E 705.86 2573.231 VOL 845 PAGE 186 P_1 20.00 AC.

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RECORD OF SURVEY

s of Government Lot I, Section 7, Government Lots I, 2, and 3 in Section 8, an thwest Quarter, the Northeast Quarter and the Southeast Quarter, all in the North-in Section 8, all in Township 36 North, Range 3 East of the W.M., Skagit Count Washington

EXHIBIT "D"

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

le Company

AND EXCEPT that portion conveyed to the State of Washington Linstument recorded under Auditor's File No. 767797, records of Skagit County, Washington. 2. That portion of Government Lots 2 and 3, lying Easterly of the State Highway now known as Chuckanut Drive.

- asi, W.M., 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.
 - 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.

t, W.M.,

e of the ckanut Drive,

> 6. The Northeast 1/4 of the Northwest 1/4. Siluate in the County of Skagil, State of Washington.

> > S 89"3"20" E

line of

CALCULATED LOCATION OF D.N.R. MONUMENT BEARS N 02°29'30° E, 2,77 FT. FROM HELD CALCULATED POINT AS PER L.S. NO. 17068.

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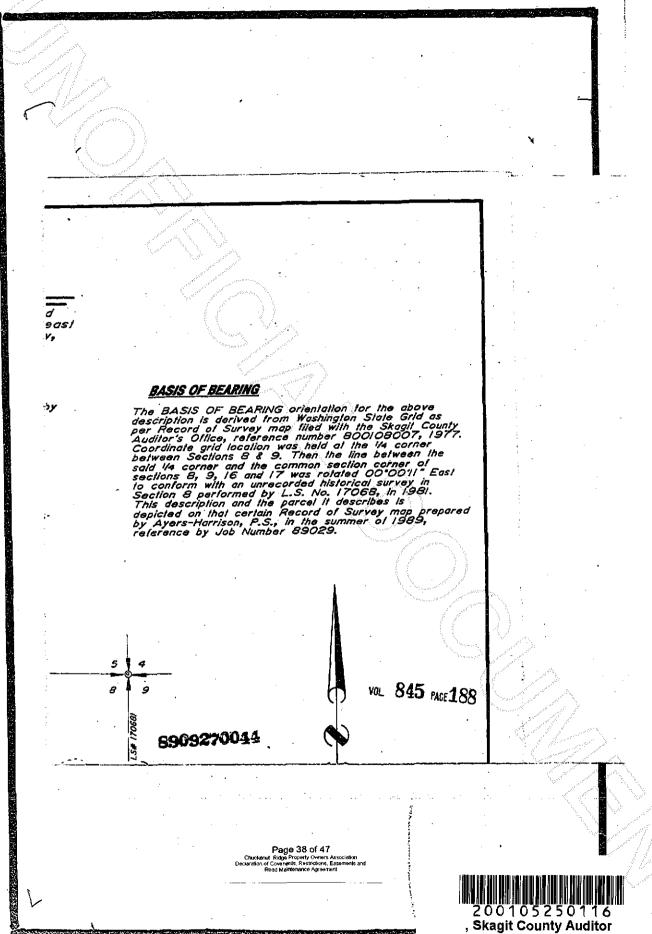
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Chuckanut Ridge Property Owners Association
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Road Maintenance Agreement

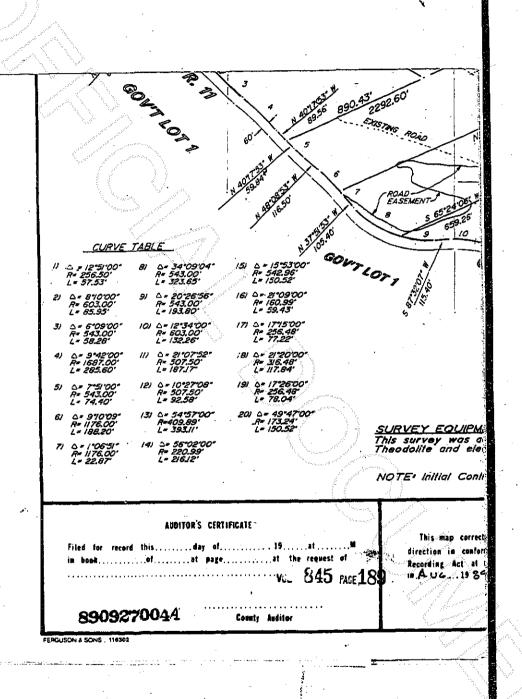
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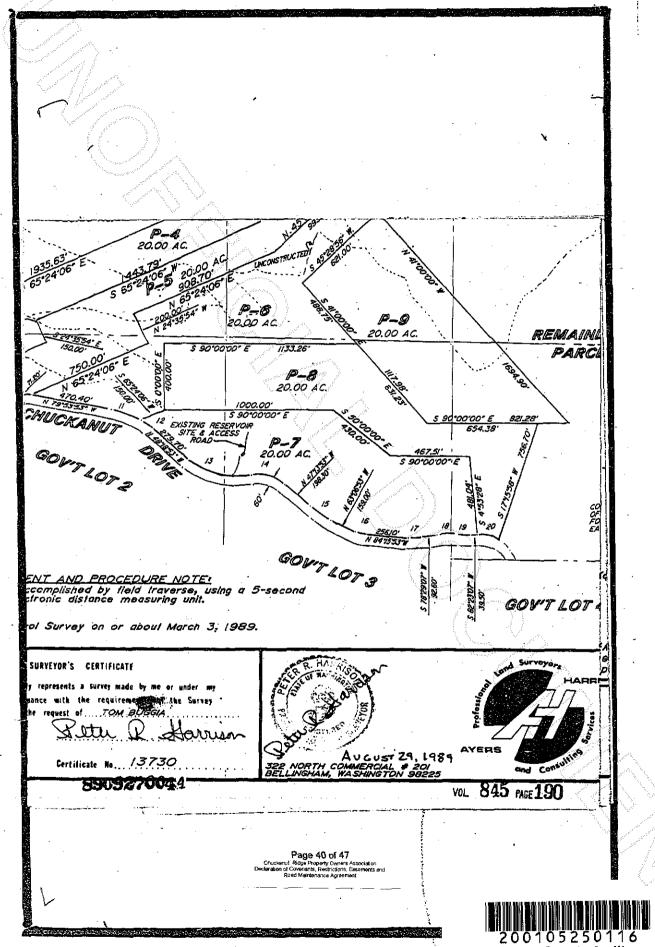
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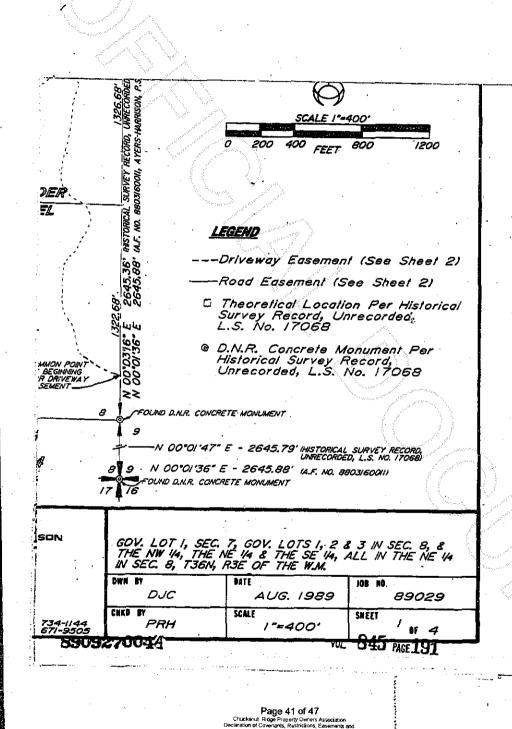
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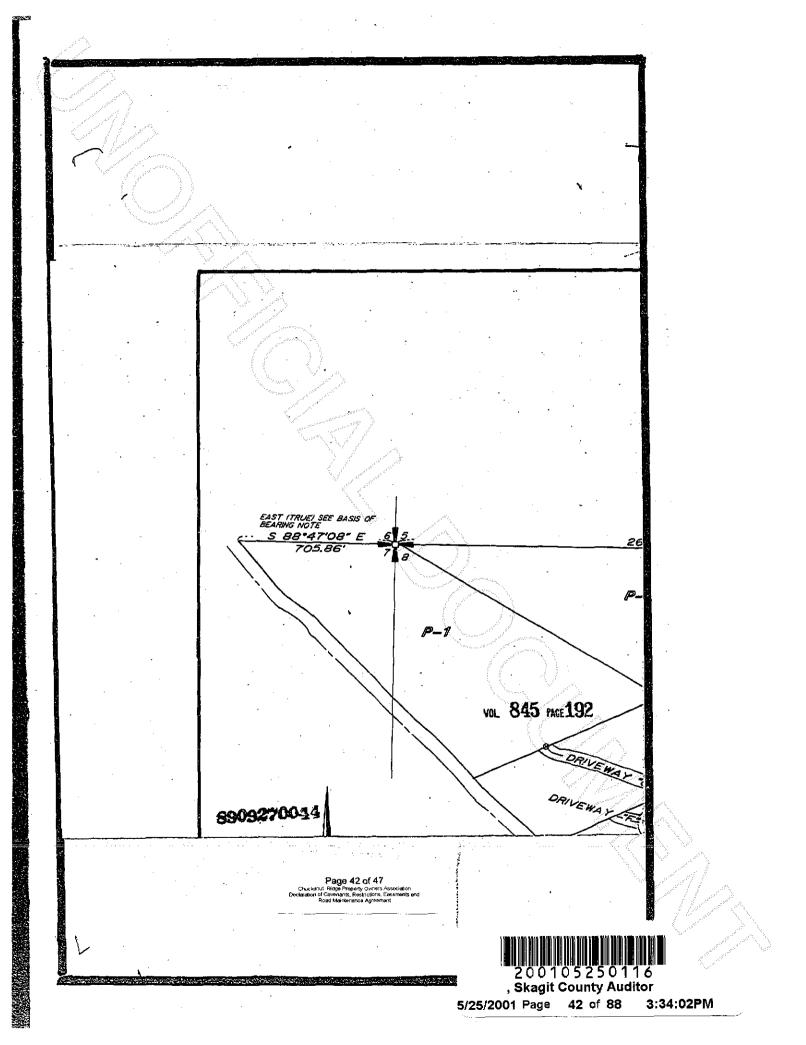


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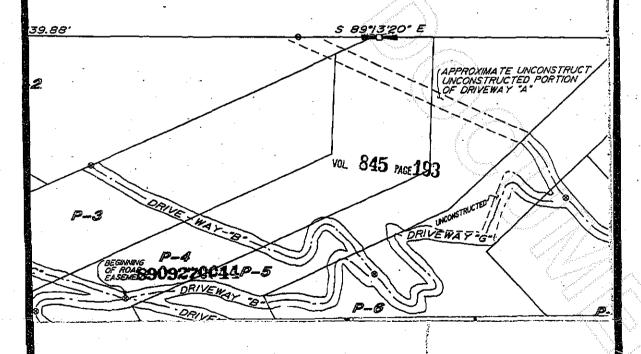


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EXHIBIT "D"

DRIVEWAY EASEMENT MAP

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

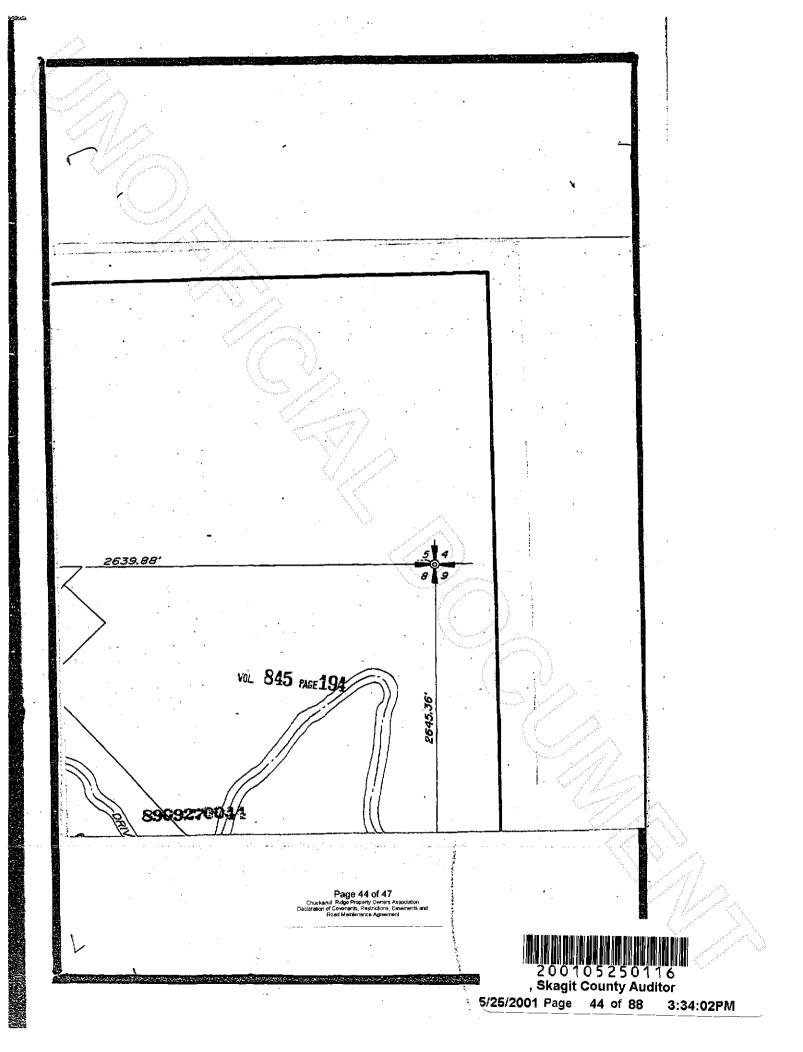


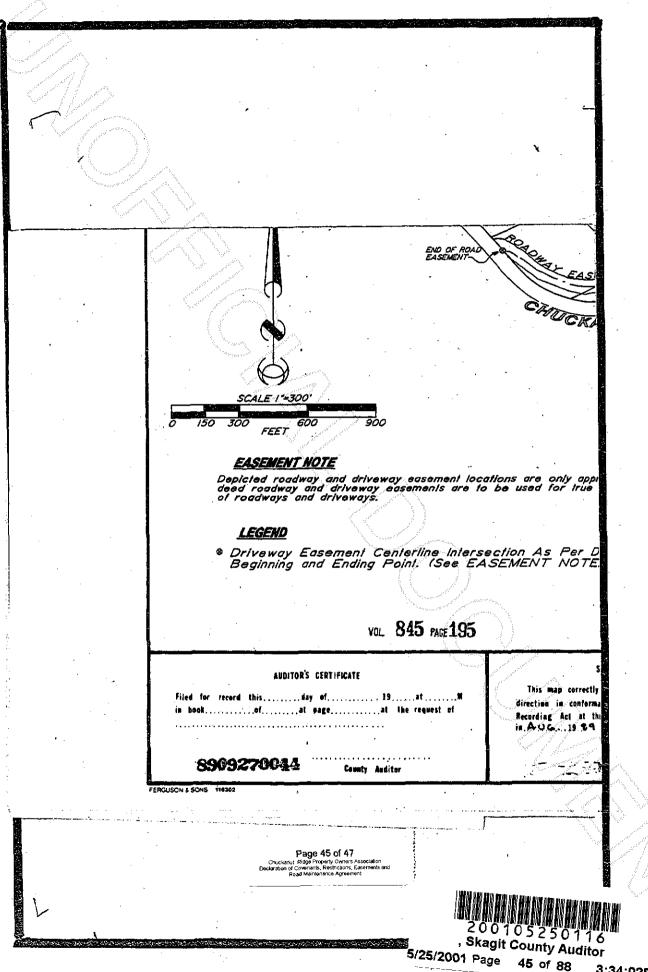
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Chuckanut Ridge Property Owners Association
Declaration of Covenants, Restrictions, Easements and
Road Maintenance Agreement

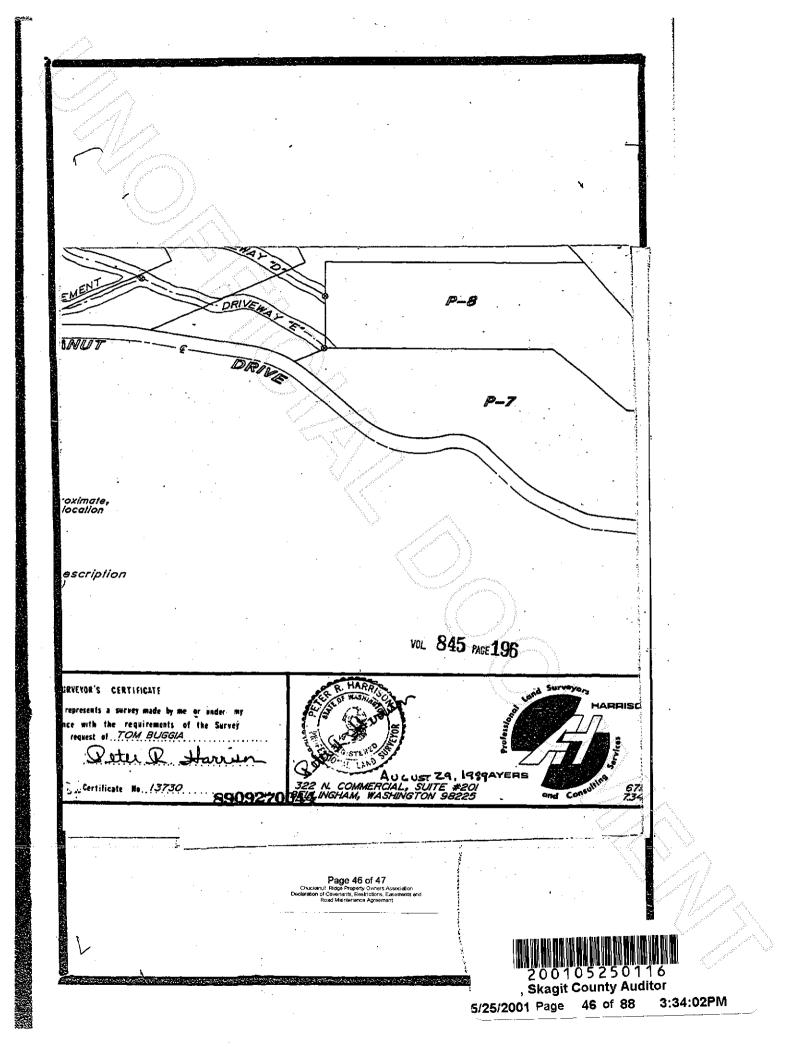


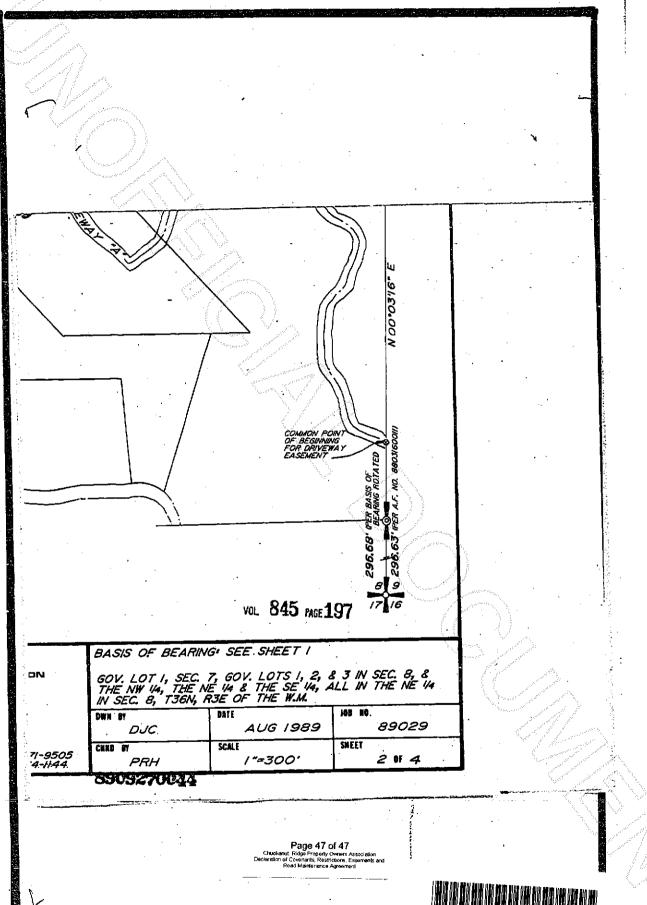
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DECLARANTS:

and the second of the second o	
Apollo Holdings Ltd	
By	
Its President	
By	
its Secretary	
Bindra Trust dated April 22, 1992	
and the second	
By	
JAGGEET S. BINDRA, Trustee	
The state of the s	
Ву	
JANICE E. BINDRA, Trustee	
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Bradford Holdings LLC	
Ву	
Its President	
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Ву	The state of the s
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Britannia Securities International Ltd.	
Ву	
Its President	
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THOMAS BELL	VANESSA BELL

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Chuckanut Ridge Property Owners Asso
Declaration of Covenants, Restrictions, Easements and Roa



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STATE OF <u>Washington</u>) COUNTY OF <u>Pierce</u>)ss.	
SOLINITY OF DATE A	
COUNTY OF FIELD	
Legify that I know or have satisfactory evi	idence that Chris Bonyio
and (has 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 HOLDI	NGS LTD, to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.	
Dated: 2-26-01	Our and I to the some
	RY PUBLIC, in and for the State of
M Appointment Epites Jun 22, 2004	Washington, residing at: Fife
JENNIER IT TYONS	Printed Name: Jennifer 1 Lymas
State of Washington	Printed Name: Jennifer L. Lyons My Commission expires: June 22, 2004
Molary Public	
STATE OF	
state or	
COUNTY OF	
me, and said person acknowledged that he/she sig voluntary act for the uses and purposes mentioned i	at JOHN LARRY BARTHOLD is the person who appeared before ined this instrument and acknowledged it to be his/her free and in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
•	, residing at:
	My Commission expires:
OTATO	
STATE OF)	
COUNTY OF	
JOSHI 1 01	
I certify that I know or have satisfactory evi	dence that CAROL ANN FLEMING is the person who appeared
perore me, and said person acknowledged that he/s	the signed this instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes mention	ned in the instrument.
D.J. I	
Dated:	NOTARY PURIO :
	NOTARY PUBLIC, in and for the State of
	, residing at:
	My Commission expires:
•	

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



5/25/2001 Page 49 of 88

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JOHN LARRY BARTHOLD CARO	ANN FLEMING
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GLENN STEVEN BENDER SALLY	ANN BENDER
5/LE,	ANN DENDER
KIM CANTRELL	
GREGORY D. COLLIN	
ROBERT L. COTTON JILL CO	DTTON
WILLIAM F. DINGLE	
STEPHEN J. GRANAHAN PAMEL	A K. GRANAHAN
CHARLES R. GUSTAFSON ALICE	GUSTAFSON
	
DAVID GUSTAFSON	
Hess Family Trust	
Ву	
DAVID E. HESS, Trustee	
Ву	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY PAULA	RAE SULLIVAN-HILTY
TAOLA	TOL SOLLIVAITHILIT

Page 12 of 47
Chuckanut Ridge Property Owners Associ
Declaration of Covenants, Restrictions, Easements and Road



5/25/2001 Page 50 of 88 3:34:02PM

STATE OF)	
COUNTY OF)ss.)	
I certify that I know or	r have satisfactory	evidence that
and	are the person	ons who appeared before me, and said persons acknowledged that
they signed this instrument, or as the President and Secretar uses and purposes mentioned	n oath stated that t y of APOLLO HO I	hey were authorized to execute the instrument and acknowledged it LDINGS LTD, to be the free and voluntary act of such party for the
Dated:		
and the second s	NC.	TARY PUBLIC, in and for the State of
		, residing at:
		Printed Name:
		My Commission expires:
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STATE OF washington	<u> 24.6)</u>	
	√)ss.	
county of Whateon	<u>~ </u>	
discustry all the control of the con	e de la companya de	
I certify that I know or have sat	isfactory evidence	that JOHN LARRY BARTHOLD is the person who appeared before
me, and said person acknowled	edged that herein	signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and		se man e instrument
Dated: N. 2000		Tal Tomas
	O NOTAR	
	σ <u>*</u>	residing at: Williams how WA
	PUBLIC	Runged Name: Lu Hrin Korbus
1	COUST I.	My Commission expires: Aug. 1, 2004
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STATE OF Washington	A PROPERTY OF THE PARTY OF THE	
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COUNTY OF Whatew	, ,55.	
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I certify that I know or	have satisfactory	evidence that CAROL ANN FLEMING is the person who appeared
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and voluntary act for the uses a	wa britiste e e e e e e e e e e e e e e e e e e	goned in the instrument.
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Dated: N. E. S. D. S.	SION S	Jun To year
<u>á</u>	S NOTARY	NOTARY PUBLIC, in and for the State of
3	YRATON 8	Brated Name: Lutton Kobus
3	PUBLIC	Printed Name: Lu Man Kobu S One Commission expires: Aug 1, 2004
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Page 14 of 47
Chuckanut Ridge Property Owners Associati
Declaration of Covenants, Restrictions, Easements and Road Mi



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DECLARANTS:

Apollo Holdings Ltd	
Apolio Itolangs Eu	
By	
Its President	
By	
Its Secretary	
Bindra Trust dated April 22, 1992	
- Jagier & Brand	
By Faguet A. Durly JACKEET S. BINDRA, Trustee	
By Joine E. Lindra	
AMICE E. BINDRA, Trustee	
Bradford Holdings LLC	New Market Control of the Control of
	Some start of the
By Its President	
By	
Its Secretary	
Britannia Securities International Ltd.	
Ditainia decanties international Eta.	
Ву	
Its President	
Ву	
Its Secretary	
THOMAS BELL	VANESSA RELL

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Chuckanut Ridge Property Owners Asso
Declaration of Covenants, Restrictions, Easements and Roa



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evolute the instrument and asknowledged that he	e signed this instrument on oath stated that he was authorized to
and voluntary set for the uses and numbers menti-	Trustee of the Bindra Trust Dated April 22, 1992 to be the free
and voluntary act for the uses and purposes mention	oned in the instrument.
Dated: 11-24-00	
	NOTARY RURLING in and for the OLA
A SELECTION OF THE SECOND TO SELECT A SECOND TO SECOND THE SECOND TO SECOND THE SECOND T	NOTARY PUBLIC, in and for the State of
Notary Public, State of Texas	Printed Name: Knew E. Dode: west
My Commission Expires	My Commission auritary 25 - 12 color vert
05-30-2004	My Commission expires: 05-30-04
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STATE OF \ ex 65	
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COUNTY OF C (KINS	
Loartify that I know as have acticlasten.	midere that ISNOT E DINDRS : U
before me, and said person asknowledged that all	evidence that JANICE E. BINDRA is the person who appeared
evecute the instrument and acknowledge it as a T	e signed this instrument on oath stated that she was authorized to rustee of the Bindra Trust Dated April 22, 1992 to be the free
and voluntary act for the uses and purposes mention	Tustee of the bindra Trust Dated April 22, 1992 to be the free
and voluntary act for the uses and purposes mention	med in the instrument.
Dates	/ Kan F X/X
KAHEN E RODRIGUEZ	NOTARY PUBLIC, in and for the State of
Notary Public, State of Texas	Texas residing at: 1811 Hayes Rd
My Commission Expires	Printed Name: Loger & Redrivet
05-30-2004	My Commission expires: 65-30-64
A CONTRACTOR OF THE PARTY OF TH	wy Continueston expires. ES = 30 = 81
STATE OF)	
)ss.	
COUNTY OF	
/ /	
I certify that I know or have satisfactory ev	idence 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 HO	LDINGS LLC, to be the free and voluntary act of such party for
the uses and purposes mentioned in the instrument	=== 1100 EE0; to be the free and voidinary act of such party for
(
Dated:	
The state of the s	RY PUBLIC, in and for the State of
NO IA	, residing at:
	Printed Name:
	My Commission expires:
	, Commission expires,

Page 16 of 47
Chuckanut Ridge Property Owners Association
Declaration of Covenants, Restrictions, Easements and Road Main



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DECLARANTS:

till som en skriver skriver skriver fra det skriver skriver skriver skriver skriver skriver skriver skriver sk	
Apollo Holdings Ltd	
Ву	
Its President	
By Its Secretary	
Bindra Trust dated April 22, 1992	
Diridia Trust dated April 22, 1992	
JAGGEET S. BINDRA, Trustee	
JAGGET S. BINDRA, Trustee	
and the second s	
By	
JANICE E. BINDRA, Trustee	
Bradford Holdings LLC	
By Daw J Courney Men	MSGE
Its President	
// N-// //	
By Arual John H Member	
Its Secretary	
•	
Britannia Securities International Ltd.	
Ву	
Its President	
Ву	
Its Secretary	
,	
THOMAS BELL	VANESSA BELL

Page 11 of 47
Chuckanut Ridge Property Owners Association of Covenants, Restrictions, Easements and Roa



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STATE OF)	
OUNTY OF)	
efore me, and said person acknowledge	sfactory evidence that JAGGEET S. BINDRA is the person who appeared that he signed this instrument on oath stated that he was authorized it as a Trustee of the Bindra Trust Dated April 22, 1992 to be the free mentioned in the instrument.
ated:	
	NOTARY PUBLIC, in and for the State of, residing at:Printed Name:
	My Commission expires:
TATE OF	
DUNTY OF	
ecute the instrument and acknowledge of voluntary act for the uses and purpose uted:	NOTARY PUBLIC, in and for the State of
	Printed Name:
	My Commission expires:
TATE OF WAShing TON)ss. DUNTY OF SKAGIT	
Certify that I know or have satisfa	ictory evidence that DAND L. Chumnaus L
are the signed this instrument, on oath stated in	persons who appeared before me, and said persons acknowledged that that they were authorized to execute the instrument and acknowledged it ORD HOLDINGS LLC, to be the free and voluntary act of such party for strument.
ted: Novembee 17, 2000	NOTARY PUBLIC in and for the State of
	Printed Name: <u>FN9racla Pckerson</u> My Commission expires: <u>ILLOW 103</u>

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Chuckanut Ridge Property Owners Associa
Declaration of Covenants, Restrictions, Easements and Road I



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DECLARANTS:

Apollo Holdings Ltd	
By	
Its President	
Ву	
Its Secretary	
Bindra Trust dated April 22, 1992	
and the second s	
Ву	
JAGGEET S. BINDRA, Trustee	
By	
JANICE E. BINDRA, Trustee	
Bradford Holdings LLC	
D _V	
By Its President	
no i rodani	
By	
Its Secretary	
Britannia Securities International Ltd.	
/ //	
Ву	
// Its President	
- 1/6	
By Its Secretary	
lis Secretary	
. ,	
THOMAS BELL	VANESSA BELL
HIOMAS BELL	VANESSA DELL

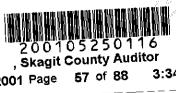
Page 11 of 47
Chuckanut Ridge Property Owners Associat
Declaration of Covenants, Restrictions, Easements and Road N



5/25/2001 Page 56 of 88 3:34:02PM

2 Wachington	3 3 340. 1
STATE OF WUSTINGTOIL)	
COUNTY OF WM + OM) SS.	
	TYPI M
I certify that I know or have satisfactory evaluations are the persons with	ho appeared before me, and said persons acknowledged that they
signed this instrument, on oath stated that they we	re authorized to execute the instrument and acknowledged it as
the President and Secretary of BRITANNIA SECU	RITIES INTERNATIONAL LTD. to be the free and voluntary act of
such party for the uses and purposes mentioned in	the instrument.
Dated: 15100	A.IIIIIIVAIA
	NOTARY PUBLIC, in and for the State of COUNT
	Printed Name:
	My Commission expires: 2-11-01
	0 19 07
STATE OF	
ss.	
COUNTY OF()	
Legify that I know or have satisfactory a	vidence that KIM CANTRELL is the person who appeared before
me, and said person acknowledged that he/she s	igned this instrument and acknowledged it to be his/her free and
voluntary act for the uses and purposes mentioned	in the instrument.
Dated:	7
	NOTARY PUBLIC, in and for the State of
	, residing at:
	Printed Name:
	my commission expires.
OTATE OF	
STATE OF)	
COUNTY OF	
1	
before me, and said person acknowledged that he	vidence that GREGORY D. COLLIN is the person who appeared she signed this instrument and acknowledged it to be his/her free
and voluntary act for the uses and purposes mention	and signed this instrument.
Dotad	
Dated:	NOTARY PUBLIC, in and for the State of
	residing at:
	Printed Name:
	My Commission expires:

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



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JOHN LARRY BARTHOLD	CAROL ANN FLEMING
GLENN STEVEN BENDER	SALLY ANN BENDER
V. C.L.	
Lun and	
KIM CANTRELL	
GREGORY D. COLLIN	
ONESON S. GOLLIN	
	,
ROBERT L. COTTON	JILL COTTON
WILLIAM F. DINGLE	
STEPHEN J. GRANAHAN	PAMELA K. GRANAHAN
And the state of t	
CHARLES R. GUSTAFSON	ALICE F GUSTAFSON
DAVID GUSTAFSON	
Hess Family Trust	
Ву	
DAVID E. HESS, Trustee	
PATRICIA L. HESS, Trustee	
TATRIOIA L. HESS, Hustee	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
IOUNI II UDAUTE	
JOHN HUBNER	JULIE ANNE HUBNER

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



, Skagit County Auditor 5/25/2001 Page 58 of 88 3:34:02PM

STATE OF)	
)ss.	
COUNTY OF	
, , , , , , , , , , , , , , , , , , , ,	
*	
l certify that I know or have satisfactor	ry evidence that and
are the person	s 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 SE	ECURITIES INTERNATIONAL LTD, to be the free and voluntary act of
such party for the uses and purposes mentione	ed in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
	, residing at:
	Printed Name:
	My Commission expires:
	my commission expires.
1	
STATE OF Washington	
COUNTY OF Whatcom 155.	
COUNTY OF WITHAL COME	
certify that I know or have satisfacto	ry evidence that KIM CANTRELL is the person who appeared before
me, and said person acknowledged that he/sh	ne signed this instrument and acknowledged it to be his/her free and
voluntary act for the uses and purposes mention	ned in the instrument.
oploalou	11 -1
Dated: 00 09 01	V/ along Howal July Change
,	NOTARY PUBLIC, in and for the State of
·	Wahato, residing at: Belling name
	Printed Name: Gwyn Howat
	My Commission expires: 5-8-01
STATE OF)	
)ss.	
COUNTY OF	
)	
Loostific that I know as how a satisfic start	
reference and said names salistactor	ry evidence that GREGORY D. COLLIN is the person who appeared
pelore 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 me	intioned in the instrument,
Dated:	
	NOTARY PUBLIC, in and for the State of
	, residing at:
	Printed Name:
	My Commission expires:
	, Commission expires.

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Chuckanut Ridge Property Owners Associa
Declaration of Covenants, Restrictions, Easements and Road N



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JOHN LARRY BARTHOLD	CAROL ANN FLEMING
GLENN STEVEN BENDER	SALLY ANN BENDER
KIM CANTRELL JORGAN D- Callo 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	
Ву	
DAVID E. HESS, Trustee	
Ву	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
JOHN HUBNER	JULIE ANNE HUBNER

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Chuckanut Ridge Property Owners As
Declaration of Covenants, Restrictions, Easements and R



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Carterian Carter	
STATE OF)	
)ss.	
COUNTY OF	
*	
I certify that I know or have satisfact	tory evidence that and
signed this instrument, on oath stated that the	ons who appeared before me, and said persons acknowledged that they be were authorized to execute the instrument and acknowledged it as SECURITIES INTERNATIONAL LTD, to be the free and voluntary act of ned in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
	residing at:
	Printed Name:
	Printed Name:
STATE OF	
)ss.	
COUNTY OF()	: - 149.
Locality that I have been been a	tory evidence that KIM CANTRELL is the person who appeared before
me, and said person acknowledged that he/s voluntary act for the uses and purposes menti	She signed this instrument and acknowledged it to be his/her free and
Dated:	NY/ <u>_a_</u>
	NOTARY PUBLIC, in and for the State of residing at:
	Printed Name:
	My Commission expires:
_	
TATE OF Waching for	
COUNTY OF Whatcom)ss.	
COUNTY OF 11)MITCOM)SS.	
CONTI OF LOT LO CONTI	
I certify that I know or have satisfact before me, and said person acknowledged that and voluntary act for the uses and purposes m	tory evidence that GREGORY D. COLLIN is the person who appeared at he/she signed this instrument and acknowledged it to be his/her free nentioned in the instrument.
Dated: 11/11/2000	Righ m moule
	NOTARY PUBLIC, in and for the State of
- ALISTEIN STREET	Printed Name: Reah M. Mon172
M. MOA	My Commission expires: 03-07.07
OF HERON THE	my Continuosion expires. 03-01.04
O NOTARY W	
PUBLIC O	
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Chuckanut Ridge Property Owners A

Declaration of Covenants, Restrictions, Easements and I



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JOHN LARRY BARTHOLD	CAROL ANN FLEMING
GLENN STEVEN BENDER	SALLY ANN BENDER
KIM CANTRELL	
GREGORY D. COLLIN	- lill Catte
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	
DAVID E. HESS, Trustee	
Ву	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
IOHN HUBNER	JULIE ANNE HUBNER

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Chuckanut Ridge Property Owners As:
Declaration of Covenants, Restrictions, Easements and Ro



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	NOTARY TO
STATE OF Washington	φ <u>*</u> *
COUNTY OF What () SS.	PUBLIC
(TO MISER 13 AND THE REAL OF THE PROPERTY OF TH
I certify that I know or have sai	tisfactory evidence that ROBERT L. COTTON is the person was appeared.
before me, and said person acknowledge	ed that he/she signed this instrument and acknowledged it to be his/fier free
and voluntary act for the uses and purpor	ses mentioned in the instrument.
Dated: 11/27/60	Sun M lotter
	NOTARY PUBLIC, in and for the State of
	WA residing at: Bellingham Washington
	Printed Name: Susan M Porter
	My Commission expires: // / // o/
	11111111111111111111111111111111111111
STATE OF Washington	ALESON M. POR
, Jos.	Section of the sectio
COUNTY OF Whatcom	NOTARY NOTARY
Loorlify that I know or have an	information and demand that III I COTTON in the
me, and said person acknowledged that	tisfactory evidence that JILL COTTON is the person who appeared before it he/she signed this instrument and acknowledged it to be his/her instrument and acknowledged it to be his/her instrument.
voluntary act for the uses and purposes n	nentioned in the instrument.
Dated: 11/27/00	OF WASH
Dated: 11 127 166	NOTARY PUBLIC, in and for the State of
	NOTARY PUBLIC, in and for the State of
	Printed Name: Susan M Porter
	My Commission expires: 11/11/51
STATE OF	
)ss.	
COUNTY OF	
l certify that I know or have sat	isfactory evidence that WILLIAM F. DINGLE is the person who appeared d that he/she signed this instrument and acknowledged it to be his/her free
and voluntary act for the uses and purpos	es mentioned in the instrument
Dated:	A Secretary Control of the Control o
	NOTARY PUBLIC, in and for the State of
	Printed Name:
	My Commission expires
STATE OF)	
)ss.	
COUNTY OF	
certify that I know or have s	atisfactory evidence that STEPHEN J. GRANAHAN is the person who
his/her free and voluntary act for the uses	knowledged that he/she signed this instrument and acknowledged it to be and purposes mentioned in the instrument.
months and voluntary act for the uses	and purposes mendoned in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
	Printed Name: , residing at:
	, residing at: Printed Name: My Commission expires:
	My Commission expires
	Doge 18 of 47
	Page 18 of 47

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Chuckanut Ridge Property Owners Ass
Declaration of Covenants, Restrictions, Easements and Ro



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JOHN LARRY BARTHOLD	CAROL ANN FLEMING
GLENN STEVEN BENDER	SALLY ANN BENDER
KIM CANTRELL	
GREGORY D. COLLIN	
ROBERT L. COTTON	JILL COTTON
Willin 7 Donale	
WILLIAM F. DINGLE	
STEPHEN J. GRANAHAN	PAMELA K. GRANAHAN
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
DAVID GUSTAFSON	
Hess Family Trust	
Ву	
DAVID E. HESS, Trustee	
By	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
JOHN HUBNER	JULIE ANNE HUBNER

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Chuckanut Ridge Property Owners Associal
Declaration of Covenants, Restrictions, Easements and Road N



COUNTY OF)	
COUNTY OF	
certify that I know or have satisfy	actory evidence that ROBERT L. COTTON is the person who appeared
before me, and said person acknowledged t and voluntary act for the uses and purposes	that he/she signed this instrument and acknowledged if to be his/her free
Dated:	
	NOTARY PUBLIC, in and for the State of
	Printed Name: My Commission expires:
	my commission expired.
STATE OF	
)ss.	
COUNTY OF	
I certify that I know or have satisfa me, and said person acknowledged that he coluntary act for the uses and purposes men	actory evidence that JILL COTTON is the person who appeared before wishe signed this instrument and acknowledged it to be his/her free and attioned in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
	Printed Name:
	Printed Name: My Commission expires:
COUNTY OF <u>Snahamish</u>)	
COUNTY OF Carland S	
I certify that I know or have satisfa refore me, and said person acknowledged th and voluntary act for the uses and purposes.	ctory evidence that WILLIAM F. DINGLE is the person who appeared nat he/she signed this instrument and acknowledged it to be his/her free
	mentioned in the instrument
Dated: 11-27-00	CENP METO Shing at
	NOTES PIECE TO STATE OF
	NOT BY PROCESS OF THE State of NOT BY PROCESS OF THE State of Process OF THE STATE OF THE STAT
	ENP. MEION Ling at
Pated: //- 27-00	NOT BY PUBLIC IN THE State of NOT BY PUBLIC IN THE State of Printed Name: 15 (EVEN P. HELGER F.
TATE OF)	NOT BY PLEASE PAIN by the State of NOT BY PLEASE PAIN by the State of Printed Name 1 State of Printe
TATE OF	NOT BY PLEASE PAIN by the State of NOT BY PLEASE PAIN by the State of Printed Name 1 State of Printe
TATE OF) SOUNTY OF) I certify that I know or have satist ppeared before me, and said person acknown.	NOT BY PLEACE IN AMOUNT THE State of WILLIAM PROJECT THE STATE OF THE
Dated: //- 27-00 TATE OF) SOUNTY OF) I certify that I know or have satist ppeared before me, and said person acknowled is/her free and voluntary act for the uses and	NOT BY PREACE IN THE State of WILLIAM PROJECT AND A THE STATE OF THE
TATE OF) scountry OF) I certify that I know or have satisfy	NOTARY PUBLIC, in and for the State of NOTARY PUBLIC, in and for the State of NOTARY PUBLIC, in and for the State of
TATE OF) SOUNTY OF) I certify that I know or have satist ppeared before me, and said person acknowled free and voluntary act for the uses and	NOT Price pain for the State of Everett Printed Name: State of Everett Printed Name: State of Heiger Printed Name: State of Height Printed Name: State of He

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



5/25/2001 Page 65 of 88

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 JULY J.	Hours & Jeanshow) PAMELA K. GRANAHAN
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
DAVID GUSTAFSON	
Hess Family Trust	
DAVID E. HESS, Trustee	
By PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
JOHN HUBNER	JULIE ANNE HUBNER

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Chuckanut Ridge Property Owners Ass
Declaration of Covenants, Restrictions, Easements and Ro



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STATE OF)	
COUNTY OF)ss.)	
before me, and said	at I know or have satisfactor I person acknowledged that I r the uses and purposes mer	ry evidence that ROBERT L. COTTON is the person who appeared he/she signed this instrument and acknowledged it to be his/her free ntioned in the instrument.
Dated:		
		NOTARY PUBLIC, in and for the State of, residing at:
		Printed Name: My Commission expires:
STATE OF		
COUNTY OF		
ille, alla sala persor	t I know or have satisfactory n acknowledged that he/she uses and purposes mentione	y evidence that JILL COTTON is the person who appeared before signed this instrument and acknowledged it to be his/her free and ed in the instrument.
		NOTARY PUBLIC, in and for the State of
		, residing at: Printed Name:
	<u> </u>	My Commission expires:
STATE OF)	
COUNTY OF)ss. `	
•	/	
Deloit file, dilla sala	t I know or have satisfactory person acknowledged that he the uses and purposes ment	y evidence that WILLIAM F. DINGLE is the person who appeared se/she signed this instrument and acknowledged it to be his/her free tioned in the instrument.
Dated:		
 	**************************************	NOTARY PUBLIC, in and for the State of
		, residing at:
		Printed Name: My Commission expires:
		my Commission expires.
STATE OF 1.1 a.	chi.Lm.	
COUNTY OF St.)ss.	
COUNTY OF 35 U	(y.t.)	
l certify that appeared before me, his/her free and volun	and said person at the contact	ry evidence that STEPHEN J. GRANAHAN is the person who sed that he/she signed this instrument and acknowledged it to be seen mentioned in the instrument.
Dated: 1- 9- 0	NOTARY PURIS	News dy Abudbiedes NOTARY PUBLIC, in and for the State of NOTARY, residing at which
	THE WASHINGTON	Printed Name: Mc to du A Use do Ce de My Commission expires: 4-50-63
	SANIMAN MAN	Page 18 of 47
De	Chuckanut Rid eclaration of Covenants, Restricti	tge Property Owners Assoc

2 0 0 1 0 5 2 5 0 1 1 6 , Skagit County Auditor 5/25/2001 Page 67 of 88 3:34:02PM

STATE OF Washington)	
COUNTY OF SKasiT)ss.)	
I certify that I know or h	ave satisfactory evidence that DAME	LA K. GRANAHAN is the person who
appeared before me, and said pers	on acknowledded that he/she signed_ti	his instrument and acknowledged it to be
his/her free and voluntary act for the	uses a nd-awimeses mentioned in the in	strument.
Dated: 1-24-2001	ONOTAR PS TANY PUBLIC, In resid	1
	COLORS	and for the State of ing at: Mount Vernon
	Printed Slame:	nomas C. Davis
	C PUBLIC My Genemission expir	es: 7-1-02
	1 1 20 C	
STATE OF	A OFWASHING	
COUNTY OF	SS. Whomesee	
COONTY OF		
appeared before me, and said person	ve satisfactory evidence that CHARL on acknowledged that he/she signed thuses and purposes mentioned in the in-	ES R. GUSTAFSON is the person who is instrument and acknowledged it to be strument.
Dated:		
	NOTARY PUBLIC, in	and for the State of
		ling at:
	Printed Name: My Commission expire	98:
	, y commission expan	
STATE OF		
STATE OF	ss.	
COUNTY OF		
I a subtract to the		
before me, and said person acknowle and voluntary act for the uses and pu	edged that ne/she signed this instrume	USTAFSON is the person who appeared and acknowledged it to be his/her free
Dated:		//
	NOTARY PUBLIC, in	and for the State of
	resid	ing at:
	Printed Name: My Commission expire	
	wy deministration expire	
STATE OF		
/	SS.	
COUNTY OF		
1 martife that I lime and the	4.6.4	
before me, and said person acknowle and voluntary act for the uses and put	0000 INSI he/she signed this instrumen	STAFSON is the person who appeared t and acknowledged it to be his/her free
	posses mondones in the matrument.	
Dated:	NOTION BURNES	
	NOTARY PUBLIC, in a	nd for the State of
	Printed Name:	ng at:
	Printed Name: My Commission expire	

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Chuckanut Ridge Property Owners Asso Declaration of Covenants, Restrictions, Easements and Roa



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JOHN LARRY BARTHOLD	CAROL ANN FLEMING
GLENN STEVEN BENDER	SALLY ANN BENDER
KIM CANTRELL	
GREGORY D. COLLIN	
and the second s	
ROBERT L. COTTON	JILL COTTON
WILLIAM F. DINGLE	
STEPHEN J. GRANAHAN	PAMELA K. GRANAHAN
Odr Sn	Olice F. Gustal
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
DAVID GUSTAFSON	
Hess Family Trust	
Ву	
DAVID E. HESS, Trustee	
By PATRICIA L. HESS, Trustee	
TATRIOIA E. NESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
JOHN HUBNER	
-	JULIE ANNE HUBNER

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Declaration of Covenants, Restrictions, Easements and Roa



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STATE OF)	
COUNTY OF _)ss.)	
	ar have estistant	and wide at the District A to Open and the
appeared before me, and said	person acknowled	ory evidence that PAMELA K. GRANAHAN is the person who liged that he/she signed this instrument and acknowledged it to be
his/her free and voluntary act for	or the uses and pur	poses mentioned in the instrument.
Dated:		
		NOTARY PUBLIC, in and for the State of
		, residing at: Printed Name:
	A. A	My Commission expires:
STATE OF WASHINGTON	<u>1</u> _)	\wedge
COUNTY OF KIND)ss	
) "	72	
I certify that I know	or have satisfactor	y evidence that CHARKES R. GUSTAFSON is the person who
his/her free and voluntary act for	person acknowled or the uses and num	ged that he spe signed this instrument and acknowledged it to be poses mentioned in the instrument.
11 2 2 200		
Dated: WUS LUVU		NOT BY PUBLIC, in and for the State of
		WIND residing at SEATTLE
		Printed Name: DAN TO DAN My Commission expires: DAN TO DAN
	1	
STATE OF WASHINGTOP		State of Washington My Appoint Notary Public DAN F. CRAVEN
•)ss.	My Appointment From
COUNTY OF KING	<u>`</u>)	My Appointment Expires Jun 3, 2003
certify that I know or	have satisfactory ε	evidence that ALICE F. SUSTAFSON is the person who appeared
before me, and said person ack	nowledged that he	/she signed this instrument and acknowledged it to be his/her free
and voluntary act for the uses a	nd purposes mention	oned in the linstrument.
Dated: 11-05-2000		MVMM
		NOT RY PUBLIC, in and for the State of WYSHING DN residing at:
		Printed Name: UHY P. COUNTY
		My Commission expires: W - U - V
		State of Works
STATE OF))ss.	State of Washington My Appointm
COUNTY OF))	My Appointment Expire
Loorlife that I know as	ha 4:- 6 4	My Appointment Expires Jun 3, 2003
before me, and said person acki	nowledged that he/	she signed this instrument and acknowledged it to be big her free
and voluntary act for the uses ar	d purposes mentio	ned in the instrument.
Dated:		
		NOTARY PUBLIC, in and for the State of
		residing at: Printed Name:
		My Commission expires:
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Chuckanut Ridge Property Owners Assort Declaration of Covenants, Restrictions, Easements and Roa



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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. GRANAHAN	PAMELA K. GRANAHAN
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
VI	
PAVID GUSTAFSON	
Hess Family Trust	
By DAVID E. HESS, Trustee	
Ву	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
JOHN HUBNER	JULIE ANNE HUBNER

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



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STATE OF)	
COUNTY OF)ss.)	
appeared before me, an	id said person acknow	factory evidence that PAMELA K. GRANAHAN is the person whedged that he/she signed this instrument and acknowledged it to be 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. /	
appeared before me, and his/her free and voluntary	d said person acknowly act for the uses and p	Nedged that he/she signed this instrument and acknowledged it to be purposes mentioned in the instrument. NOTARY PUBLIC, in and for the State of
		My Commission expires:
OTATE OF	,	
STATE OF)ss.)	
before me, and said pers	on acknowledged that	ory evidence that ALICE F. GUSTAFSON is the person who appeared the/she signed this instrument and acknowledged it to be his/her free entioned in the instrument.
Dated:		
		NOTARY PUBLIC, in and for the State of
		, residing at:
		Printed Name: My Commission expires:
STATE OF LU ASHIN	w(on)	
COUNTY OF WHATC)ss.	
perore me, and said perso	on acknowledged that	ory evidence that DAVID GUSTAFSON is the person who appeared the signed this instrument and acknowledged it to be his/
Dated: 1/15/01		NOTARY PUBLIC, in and for the State of WHEHLING TON residing at RECLING HAM Printed Name: 502 AND F MARIE VALLEY
	Mann	My Commission expires: 12 -9 -€3
	•	Page 19 of 47
Declar	Chuckanut I ation of Covenants, Restr	Ridge Property Owners A: trictions, Easements and F

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JOHN LARRY BARTHOLD	CAROL ANN FLEMING
- (5/2 <u>~</u>	
GLENN STEVEN BENDER	SALLY ANN BENDER
KIM CANTRELL	
GREGORY D. COLLIN	
Secretary of the second se	
ROBERT L. COTTON	JILL COTTON
ROBERT L. COTTON	SILE COTTON
WILLIAM F. DINGLE	
VILLIANI I : DINGLE	
STEPHEN J. GRANAHAN	PAMELA K. GRANAHAN
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
DAVID GUSTAFSON	
Hess Family Trust	
By 17 H383	
DAVID E. HESS, Trustee	
DT. 4//	
By Palucia of Ness	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
IOHN HIBNED	WILLIE ANNIE GUI IDNIED
JOHN HUBNER	JULIE ANNE HUBNER

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STATE OF Washington)	
STATE OF Washington) ss.	
me, and said person acknowledged that he signed	idence that DAVID E. HESS is the person who appeared before this instrument on oath stated that he was authorized to execute the Hess Family Trust to be the free and voluntary act for the
Dated: <u>Rof. 30, 2080</u>	NOTARY PUBLIC, in and for the State of Maskington, residing at: My. Vernon Printed Name: Lucy 1/c F. Collabo My Commission expires: 08-30-2002
STATE OF Washington	
COUNTY OF SKAR + SS	
perore me, and said person acknowledged that she	evidence that PATRICIA L. HESS is the person who appeared signed this instrument on oath stated that she was authorized to stee of the Hess Family Trust to be the free and voluntary act anti-
Dated: <u>Not 30, 5000</u>	NOTARY PUBLIC, in and for the State of Washing Francising at 19 10 100 100 Printed Name: 10 10 10 10 10 10 10 10 10 10 10 10 10
STATE OF)	
COUNTY OF)ss.	
I certify that I know or have satisfactory ev before me, and said person acknowledged that he/si and voluntary act for the uses and purposes mention	ridence that DOUGLAS G. HILTY is the person who appeared ne signed this instrument and acknowledged it to be his/her free ed in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of , residing at:
	Printed Name:
	My Commission expires:

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



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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. GRANAHAN	PAMELA K. GRANAHAN
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
DAVID GUSTAFSON	
Hess Family Trust	
DAVID E. HESS, Trustee	
PATRICIA L. HESS, Trustee	
DOUGKAS G. HILTY	Diff mandler Conflicted
JOS CO. THE T	PAULA RAE SULLIVAN-HILTY
OHN HUBNER	JULIE ANNE HUBNER

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Chuckanut Ridge Property Owners As
Declaration of Covenants, Restrictions, Easements and Ro



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STATE OF)	
COUNTY OF	SS.
The and said person acknowledged	satisfactory evidence that DAVID E. HESS is the person who appeared before that he signed this instrument on oath stated that he was authorized to execute is a Trustee of the Hess Family Trust to be the free and voluntary act for the instrument.
	NOTARY PUBLIC, in and for the State of
	Printed Name: My Commission expires:
STATE OF	
COUNTY OF	, ss.
perore rule, and said berson acknowle	e satisfactory evidence that PATRICIA L. HESS is the person who appeared edged that she signed this instrument on oath stated that she was authorized to dge it as a Trustee of the Hess Family Trust to be the free and voluntary act in the instrument.
	NOTARY PUBLIC, in and for the State of
	, residing at:
	My Commission expires:
STATE OF) COUNTY OF)	s.
before me, and said person acknowled and voluntary act for the uses and purp	satisfactory evidence that DOUGLAS G. HILTY is the person who appeared dged that he/she signed this instrument and acknowledged it to be his/her free poses mentioned in the instrument.
Dated: 12-11-00	May Gray Giblese NOTARY PUBLIC, in and for the State of Which in arte N residing at All making W
Notary Public	Printed Name: Horkow Wallace My Commission expires: 8-12-0-6
State of Washington	My Commission expires: 18-13-0-1
MARY KAY WALLACE My Appointment Spires Aug 12, 2	
h	

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Chuckanut Ridge Property Owners Associati
Declaration of Covenants, Restrictions, Easements and Road Mi



STATE OF WIGHT ANTION)	
COUNTY OF WHEHOW)SS.	
appeared before me, and said person acknowle his/her free and voluntary act for the uses and pu	y evidence that PAULA RAE SULLIVAN-HILTY is the person who dged that he/she signed this instrument and acknowledged it to be rposes mentioned in the instrument.
Dated: 12-11-00	May Kan Il Moona
Notary Public State of Westington MARY KAY WALLACE My Appaintment Explain Aug 12, 2004	NOTARY PUBLIC, in and for the State of wash) nation, residing at:
STATE OF	
COUNTY OF	
I certify that I know or have satisfactory me, and said person acknowledged that he/she voluntary act for the uses and purposes mentione	evidence that JOHN HUBNER is the person who appeared before signed this instrument and acknowledged it to be his/her free and d in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
	Printed Name: My Commission expires:
	My Commission expires:
STATE OF	
)ss.	
COUNTY OF)	
I certify that I know or have satisfactory of before me, and said person acknowledged that he and voluntary act for the uses and purposes mentions.	evidence that JULIE ANNE HUBNER is the person who appeared e/she signed this instrument and acknowledged it to be his/her free oned in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
	residing at:
	Printed Name:
	my commission expires.
STATE OF)	
) ss.	
COUNTY OF	
appeared before the, allu salu person acknowled	evidence that CHARLES B. MCCARTHY, JR. is the person who dged that he signed this instrument on oath stated that he was ledge it as a Trustee of the McCarthy Living Trust Dated May and purposes mentioned in the instrument.
Dated:	
	NOTARY PUBLIC, in and for the State of
	, residing at:
	Printed Name:

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Chuckanut Ridge Property Owners Associate Declaration of Covenants, Restrictions, Easements and Road I

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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. GRANAHAN	PAMELA K. GRANAHAN
And a state of the	ur.
——————————————————————————————————————	
CHARLES R. GUSTAFSON	ALICE F. GUSTAFSON
DAVID GUSTAFSON	
Hess Family Trust	
Ву	
DAVID E. HESS, Trustee	
By PATRICIA L. HESS, Trustee	
PATRICIA L. HESS, Trustee	
DOUGLAS G. HILTY	PAULA RAE SULLIVAN-HILTY
Senttebner	(hue Anne Husner
JOHN HÜBNER 3000 00	JULIE ANNE HUBNER 30 Oct 00

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

2 0 0 1 0 5 2 5 0 1 1 6 , Skagit County Auditor 5/25/2001 Page 78 of 88 3:34:02PM

STATE OF)
COUNTY OF)ss.)
appeared before me, and s	or have satisfactory evidence that PAULA RAE SULLIVAN-HILTY is the person who aid person acknowledged that he/she signed this instrument and acknowledged it to be at for the uses and purposes mentioned in the instrument.
Dated:	
Dated:	NOTARY PUBLIC, in and for the State of
	Printed Name:
And the second s	Printed Name: My Commission expires:
STATE OF Mash.	
COUNTY OF Akagit	
I certify that I know me, and said person acknow	or have satisfactory evidence that JOHN HUBNER is the person who appeared before wledged that he/she signed this instrument and acknowledged it to be his/her free and d purposes mentioned in the instrument.
Dated: /0/30/00	Sprittelt Ammand
, ,	NOTARY PUBLIC, in and for the State of
	Printed Name: KRISTIE K. Ammon S
a .	My Commission expires: 3-15-04
1/1/	
STATE OF // lash .	
STATE OF Mach.	<u>/</u>)ss.
before me, and said person a	or have satisfactory evidence that JULIE ANNE HUBNER is the person who appeared acknowledged that he/she signed this instrument and acknowledged it to be his/her free and purposes mentioned in the instrument.
Dated: 10/30/00	_ Trusted frommon
	NOTARY PUBLIC, in and for the State of
	Printed Name: KRISITE K. Ammons
	My Commission expires: 7-16-04
STATE OF	
COUNTY OF	SS.
authorized to execute the ins	or have satisfactory evidence that CHARLES B. MCCARTHY, JR. is the person when aid person acknowledged that he signed this instrument on oath stated that he was strument and acknowledge it as a Trustee of the McCarthy Living Trust Dated May tary act for the uses and purposes mentioned in the instrument.
	NOTARY PUBLIC, in and for the State of
	Printed Name:
	My Commission expires:
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Chuckanut Ridge Property Owners Associ Declaration of Covenants, Restrictions, Easements and Road



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McCarthy Living Trust Dated May 1990		
By Charles B McCARTHY, JR., Trustee	F	
By Chila J. Weastly 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		
Ву		
PHILIP SHI-SU WU, Trustee		
.		
By		
VIRGINIA SHIH-CHING WU. I nistee		

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



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STATE OF	_)	
COUNTY OF	_)ss.)	
I certify that I know or ha appeared before me, and said per his/her free and voluntary act for th	rson acknowledge	vidence that PAULA RAE SULLIVAN-HILTY is the person who d that he/she signed this instrument and acknowledged it to be ses mentioned in the instrument.
Dated:	_	
		NOTARY PUBLIC, in and for the State of, residing at: Printed Name:
	<u> </u>	My Commission expires:
STATE OF	்))ss.	
COUNTY OF	<u> </u>	
I certify that I know or have me, and said person acknowledge voluntary act for the uses and purpo Dated:	d that he/she sig	dence that JOHN HUBNER is the person who appeared before ned this instrument and acknowledged it to be his/her free and the instrument.
Dates		NOTARY PUBLIC, in and for the State of
		, residing at:
		Frinted Name:
,		My Commission expires:
		The state of the s
STATE OF	_)	
COUNTY OF)ss. }	
	-,	
I certify that I know or hav before me, and said person acknow and voluntary act for the uses and p	viedged that he/sh	dence that JULIE ANNE HUBNER is the person who appeared the signed this instrument and acknowledged it to be his/her free and in the instrument.
Dated:		
Dated	-	NOTARY PUBLIC, in and for the State of
		Printed Name:
		My Commission expires:
STATE OF CALL TOTAL	.)	
STATE OF <u>California</u>) ss. .)	
I certify that I know or hav	e satisfactory evi	dence that CHARLES B. MCCARTHY, JR. is the person who
authorized to execute the instrume	son acknowledge nt and acknowled	d that he signed this instrument on oath stated that he was ge it as a Trustee of the McCarthy Living Trust Dated May purposes mentioned in the instrument.
Dated: December 6, 200		None In No has College
LANA J. LUK. COMM # 11484 NOTARY PUBLIC - CALIF ORANGE COUNT My Commission Expires July	AS 2 196 > 0894 197 25, 2801	NOTARY PUBLIC, in and for the State of indication and residing at: Yorka Linda Printed Name: Land J Lukas My Commission expires: July 25, 2001
	Chuckanut Pidas I	ge 21 of 47 Property Owners Associat
Declaration of Cov	enants, Restrictions	Toperty Owners Associat Easements and Road M

2 0 0 1 0 5 2 5 0 1 1 6 , Skagit County Auditor 5/25/2001 Page 81 of 88 3:34:02PM

STATE OF Californ	<u>(a</u>)		
COUNTY OF DY and) ss.		
~ // <i>//</i> // ~ · · · · · · · · · · · · · · · · · ·	5		
before me, and said person execute the instrument and	acknowledged that sacknowledge it as a	y evidence that ANITA G. MCCARTHY is the person who appears she signed this instrument on oath stated that she was authorized Trustee of the McCarthy Living Trust Dated May 1990 to be mentioned in the instrument.	ed to
Dated: Dec 1 200	~	n Ch-	
N. J. Al-H Comm. #1	limyary 2	Printed Name: N. J. Al-Himmar	je Cou
ORANGE CO Comm. Exp. De	OUNTY ()	My Commission expires: 5th, 2001	
STATE OF	<u> </u>		
COUNTY OF)ss		
I certify that I know before me, and said person and voluntary act for the use	acknowledged that h	evidence that ROGER H. MITCHELL is the person who appear he/she signed this instrument and acknowledged it to be his/her attioned in the instrument.	ared free
Dated:		// 	
	<u> </u>	NOTARY PUBLIC, in and for the State of, residing at:	
	- S	Printed Name:	
	•	My Commission expires:	
STATE OF			
COUNTY OF)ss.)		
I certify that I know of before me, and said person a and voluntary act for the uses	acknowledged that h	evidence that KATHRYN S. MITCHELL is the person who appea re/she signed this instrument and acknowledged it to be his/her f tioned in the instrument.	ıred free
Dated:			
		NOTARY PUBLIC, in and for the State of, residing at:	
		Printed Name:	
•		My Commission expires:	
STATE OF			
OTATE OF))ss.		
COUNTY OF)		
I certify that I know o before me, and said person a and voluntary act for the uses	cknowledged that he	evidence that SHARON E. WILLIAMS is the person who appear e/she signed this instrument and acknowledged it to be his/her frioned in the instrument.	red ree
Dated:			A Sa
		NOTARY PUBLIC, in and for the State of, residing at:	
		Printed Name: My Commission expires:	1.5
		My Commission expires:	
	A.	Page 22 of 47	Service Contraction of the Contr
Declaration	Chuckanut Rid of Covenants, Restrict	dge Property Owners Associati tions, Easements and Road M:	

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McCarthy Living Trust Dated May 1990		
Ву		
CHARLES B. McCARTHY, JR., Trustee		
By		
ANITA G. McCARTHY, Trustee		
Man Mulchell	- July 1. Miles	al de
ROGER H. MITCHELL	KATHRYNS, MITCHELL	
SHARON E. WILLIAMS		
Revocable Trust Of Philip Shi-Sun Wu		
and Virginia Shih-Ching Wu Dated March 16, 1999 And Successors		
	7	
By British Strategy		
PHILIP SHI-SU WU, Trustee		
By		
VIRGINIA SHIH-CHING WU. Trustee		

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Chuckanut Ridge Property Owners Asso Declaration of Covenants, Restrictions, Easements and Roa



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STATE OF	١		
SIATE OF	/) ss.		
COUNTY OF)		
before me, and said person ac	knowledged that s knowledge it as a	evidence that ANITA G. MCCARTHY is the he signed this instrument on oath stated tha Trustee of the McCarthy Living Trust Dat mentioned in the instrument.	t she was authorized to
D-11: \\			
Dated:		NOTARY PUBLIC, in and for the State	of
	va.	, residing at:	· · · · · · · · · · · · · · · · · · ·
and the second s		Printed Name:	
		wy Commission expires.	
STATE OF Washington			
COUNTY OF Whatcom			
	knowledged that h	evidence that ROGER H. MITCHELL is the e/she signed this instrument and acknowled tioned in the instrument.	
Dated: 10/25/00	September 1997	Trusting 6 1 / Leben	Shup and a second
Batou. 70/0/0/00		NOTARY PUBLIC, in and for the State of	of .
	<u> </u>	Washington, residing at Bollin	anam .
	No.	Printed Name: Kristing A - Mile My Commission expires: 08/03/20	<u>205K 1</u>
		They continues on expires. 10000000	
OTATE OF WAChington			
STATE OF TVUSTUTGENT))ss.		
state of <u>Washington</u> county of <u>Whatcom</u>			
	knowledged that h	evidence that KATHRYN S. MITCHELL is the e/she signed this instrument and acknowled ioned in the instrument.	
Dated: <u>/0/25/00</u>		Fresting 1 1 4000	Alle
		NOTARY PUBLIC, in and for the State of	
		Mashington residing at: 132//	nanam
		Printed Name: Kristine A. Mi My Commission expires: 08/03/000	1090-981
STATE OF	1		
	/)ss.		
COUNTY OF)	and the second s	
I certify that I know or before me, and said person act and voluntary act for the uses a	knowledged that he	evidence that SHARON E. WILLIAMS is the e/she signed this instrument and acknowledgioned in the instrument.	person who appeared ged it to be his/her free
Dated:			
		NOTARY PUBLIC, in and for the State of the S	
		Printed Name:	
		•	
		Page 22 of 47	

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Chuckanut Ridge Property Owners Associ
Declaration of Covenants, Restrictions, Easements and Roac



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McCarthy Living Trust Dated May 1990		
Ву		
CHARLES B. McCARTHY, JR., Trustee		
ANITA G. McCARTHY, Trustee		
ANTA G. WICCARTITI, Trustee		
ROGER H. MITCHELL Shows & Philippin	KATHRYN S. MITCHELL	-
SHARON E. WILLIAMS		
Revocable Trust Of Philip Shi-Sun Wu and Virginia Shih-Ching Wu Dated March 16, 1999 And Successors		
ByPHILIP SHI-SU WU, Trustee		
By VIRGINIA SHIH-CHING WU. Trustee		

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Chuckanut Ridge Property Owners Assox
Declaration of Covenants, Restrictions, Easements and Roac



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3:34:02PM

STATE OF		
COUNTY OF) ss.)	
before me, and said pers execute the instrument a	son acknowledged that and acknowledge it as	ry evidence that ANITA G. MCCARTHY is the person who appeared she signed this instrument on oath stated that she was authorized to a Trustee of the McCarthy Living Trust Dated May 1990 to be the s mentioned in the instrument.
Dated:		
Dated	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	NOTARY PUBLIC, in and for the State of
		. residing at:
ng (Printed Name:
		Printed Name:
STATE OF		
SIMIL OF)	
COUNTY OF		
before me, and said pers and voluntary act for the	on acknowledged that	ry evidence that ROGER H. MITCHELL is the person who appeared he/she signed this instrument and acknowledged it to be his/her free intioned in the instrument.
Dated:		V/
	¥.	NOTARY PUBLIC, in and for the State of
	K.	, residing at:
		My Commission expires:
		This commission expires.
STATE OF		
COUNTY OF)ss.	
COOKIT OF		
I certify that I kno before me, and said perso and voluntary act for the u	on acknowledged that	evidence that KATHRYN S. MITCHELL is the person who appeared he/she signed this instrument and acknowledged it to be his/her free ntioned in the instrument.
Dated:		The state of the s
		NOTARY PUBLIC, in and for the State of
		, residing at
		Printed Name:
		My Commission expires:
		Malana Bubila
STATE OF 1/2/2)	Notary Public State of Washington
)ss.	CHARLENE A: CASEY
COUNTY OF King	<u>a</u>)	My Appointment Expires Nov 20, 2002
	}	
before me, and said perso and voluntary act for the u	on acknowledged that I	vevidence that SHARON E. WILLIAMS is the person who appeared he/she signed this instrument and acknowledged it to be his/her free ntioned in the instrument
	, ,	- The white the continuence
Dated: 12-11-2000		- cutene H. (asset
		NOTARY PUBLIC, in and for the State of
		Printed Names Charles A Constant
		Printed Name: Charlett H Casey My Commission expires: 11 20-2002
		Page 22 of 47

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



3:34:02PM

McCarthy Living Trust Dated May 1990	
Ву //	
CHARLES B. McCARTHY, JR., Trustee	
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 Cilp Shi-Sun W	

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Chuckanut Ridge Property Owners
Declaration of Covenants, Restrictions, Easements and



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STATE OF WH)	
COUNTY OF Whatcom) ss.	
I certify that I know or have satisfactory	evidence that PHILIP SHI-SU WU is the person who appeared
execute the instrument and acknowledge it as a	signed this instrument on oath stated that he was authorized to
Virginia Shih-Ching Wu Dated March 16, 1999 A purposes mentioned in the instrument.	nd Successors to be the tree and would be det for the uses and
Dated: 10-214-00	A CONTRACTOR OF THE PARTY OF TH
Dated. 10 400	NOTARY PUBLIC In and for the State of
	Printed Name: Regiding at Advanced Sea
	My Commission explicit
STATE OF WA	WASHININ
COUNTY OF Whatcom ss.	
appeared before the and said berson acknowlend	evidence that VIRGINIA SHIH-CHING WU is the person who ed that she signed this instrument on oath stated that she was
- dutivitized to execute the instrument and acknowled	ge it as a Co-Trustee of the Revocable Trust of Philip Shi-Su 1999 And Successors to be the rively and yoluntary act for the
uses and purposes mentioned in the instrument	to be that the arm and the first for the
Dated: 10-21-00	May Francisco
ibor.	NOTARY PUBLIC, in and for the statem
	Printed Name: TVATA LEUS EN SON MY Commission expires 193
	THE WASHINGTON
c 266es/CL ENTS/chuckenut ridge/DECCOV g	
-	

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Chuckanut Ridge Property Owners Associa
Declaration of Covenants, Restrictions, Easements and Road &

