

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Law Office of Craig E. Cammock
P.O. Box 836 / 415 Pine Street
Mount Vernon, WA. 98273



200202140114

Skagit County Auditor

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor (s) NORDCO GROUP, L.L.C., a Washington limited liability company
ASH VENTURES, L.L.C., a Washington limited liability company

Grantee (s) THE PUBLIC
NORDCO GROUP, L.L.C., a Washington limited liability company
ASH VENTURES, L.L.C., a Washington limited liability company

Additional Grantor(s) on page(s)

Additional Grantee(s) on page(s)

Abbreviated Legal: LOT 1, LOT 2, LOT 3 & LOT 4 OF SP MV-1-01; ptn W $\frac{1}{2}$, W $\frac{1}{2}$, E $\frac{1}{2}$,
NW $\frac{1}{4}$, SE $\frac{1}{4}$, S29, T34 N, R4E, W.M

Additional Legal on page(s)

Assessor's Tax Parcel No's: P28745, P118235, P 118236, P118237

THIS DECLARATION made and entered into this 14th day of February, 2002, by NORDCO GROUP, L.L.C., a Washington limited liability company, and ASH VENTURES, L.L.C., a Washington limited liability company (hereinafter collectively referred to as "Declarant"), as owner(s) of the following described land, situated in Skagit County, Washington: Lot 1, Lot 2, Lot 3, Lot 4, of Short Plat No. MV-1-01, approved August 15, 2001, and recorded under Auditor's File No. 200108160009, records of Skagit County, Washington, and being a portion of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 34 North, Range 4 East, W.M., (hereinafter referred to as the ("subject property")).

NOW THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the undersigned Declarant hereby declares that the Declarant's subject property described above, including any improvements constructed or to be constructed thereon, to be subject to the provisions of this declaration and to be held, sold, transferred,

Covenants, Conditions and Restrictions

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conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the following covenants, conditions, restrictions, assessments and liens set forth below which shall be binding upon all persons having right, title and interest in all or any portion of the subject lot now or hereafter, their respective heirs, legal representatives, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the subject lot.

- 1) Decisions Concerning Maintenance. Any decision to take action to maintain or improve the road or other common improvements must be approved by a majority vote of the Lot Owners subject to this Agreement. Each lot shall be entitled to one (1) vote.
- 2) Subdivision. In the event any of the above Lot Owners or their successors subdivide their property, then, following said subdivision, the new owners of the newly created and sold parcel(s) shall thereafter be obligated to contribute a full pro rata share of the road maintenance as provided herein.
- 3) Creation of Lien; Personal Obligation. Each Declarant and each subsequent owner of any lot within the described subject property, by virtue of this declaration or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of maintenance and repairs to the private access road as provided herein by means of annual or special assessments as may be established by the majority vote of the Lot Owners. All such assessments, including any interest, costs and reasonable attorney's fees actually incurred, shall be a charge upon the land and shall be a continuing lien upon the subject lot against which each assessment is made. Additionally, each assessment, together with interest, costs and reasonable attorney's fees actually incurred, shall be a personal obligation of the person who was the owner of such lot at the time the assessment fell due.
- 4) Computation. It shall be the responsibility of the Lot Owners to budget annually for the common costs associated with the operation and maintenance of the road, landscaping, fencing along the roadway and any other improvements upon the commonly shared property, which may include a capital contribution or reserve in accordance with any capital budget separately prepared. The budget and assessments therefor shall be approved by a majority of the Lot Owners at a regularly scheduled meeting.
- 5) Special Assessments. In addition to any assessments authorized herein, a majority of the Lot Owners may levy a special assessment in any year. Special assessments shall be determined by a majority of the Lot Owners at a regular or special meeting convened for such purpose and special assessments may be paid in installments beyond the calendar year in which the special assessment is imposed.
- 6) Lien for Assessments. All sums expressed as against any lot pursuant to this declaration, together with interest, costs and reasonable attorney's fees actually incurred, as provided



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herein, shall be a secured lien on such lot in favor of all of the Lot Owners. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage.

All other liens or encumbrances arising after this declaration has been recorded, shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such other liens or encumbrances.

- 7) Effect of Non-Payment; Remedies. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within sixty (60) days, a lien as herein provided shall attach and, in addition, the lien shall include interest at twelve percent (12%) or a rate not to exceed the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees actually incurred, and other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, Lot Owner(s) may institute suit to collect such amounts or to foreclose the lien. All Lot Owners, by acceptance of a deed or as a party to any type of a conveyance, vests in each and every Lot Owner, or their agents, the right and power to bring all actions against him/her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as any other liens for the improvement of real property. All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments. In the event that the non defaulting Lot Owner(s) do not wish to collectively commence an action against the defaulting Lot Owner(s), any individual Lot Owner or group of Lot Owners, may commence an action against the defaulting Lot Owner(s). In such a circumstance, any recovery shall be first paid to the Lot Owner(s) who commenced the action to reimburse their costs and fees, with the remainder being paid to satisfy the liens and/or assessments.
- 8) Binding; Amendment. The aforesaid covenants and restrictions shall run with the lot described herein and shall be binding upon all parties and persons for a period of thirty (30) years following the date of the recording of the same with the Skagit County Auditor, after which said thirty (30) year period, said covenants and restrictions shall be automatically extended for successive five (5) year periods. These covenants may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by any instrument signed by not less than three-quarters (3/4) of all of the owners of lots within the subject property.
- 9) Miscellaneous Provisions.
- a) Lot Owners shall not park or permit vehicles to be parked in the roadways of the short plat. All vehicles shall be parked in the Lot Owner's driveway or in the Lot Owner's garage. Any owner, on behalf of the Lot Owners, may cause any vehicle to be towed and impounded, when the vehicle is parked in violation of this provision for more than three consecutive days.



- b) The term "Lot Owner" as used in this Agreement shall mean the fee title owner unless the property is being sold on real estate contract, in which case it shall be the contract purchaser; or if the property is subject to a deed of trust, it shall mean the grantor. Each property shall be entitled to one (1) vote, unless subdivided; each segregated property shall have a vote together with a prorated share of responsibility to pay any obligation.
- c) This Agreement shall be construed in accordance with the laws of the State of Washington.
- d) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- e) All votes of the Lot Owners shall occur at a properly noted meeting of the Lot Owners. Notice for any meeting shall be mailed by first class and certified, return receipt requested U.S. Mail, to each Lot Owner, at least thirty days prior to the date of the meeting. Each notice shall set forth the date, time and place of the meeting as well as a description of the agenda for the meeting. The notices shall be sent to the addresses for the Lot Owners as indicated by the records of the Skagit County Assessor. A quorum for any meeting shall consist of two or more Lot Owners.


NORDCO GROUP, L.L.C.
CRAIG CAMMOCK, MANAGER

Dated: February 14, 2002


ASH VENTURES, L.L.C.
CHARLES ASH, MEMBER

Dated: February 14, 2002

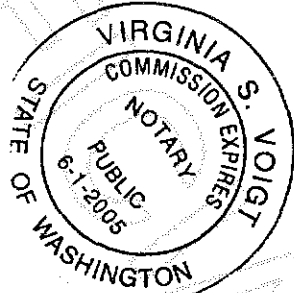


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State of Washington)
County of Skagit)

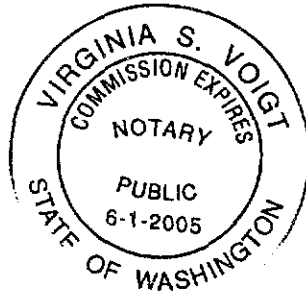
I certify that I know or have satisfactory evidence that CRAIG CAMMOCK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANGER of NORDCO GROUP, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: Feb. 14, 2002
Virginia S. Voigt
VIRGINIA VOIGT, NOTARY PUBLIC
My appointment expires: 6-1-05

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that CHARLES ASH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the GENERAL MANAGER of ASH VENTURES, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: Feb. 14, 2002
Virginia S. Voigt
VIRGINIA VOIGT, NOTARY PUBLIC
My appointment expires: 6-1-05

