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Skagit County Auditor

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DECLARATION OF VIEW ENHANCEMENT EASEMENT AND ROAD MAINTENANCE AGREEMENT

This Declaration of View Enhancement Easement and Road Maintenance Agreement is made and entered in to this 13th day of February, 2003, by and between Pat and Sherry Miller, Kirk and Sandra Brownell and Mark and Rebecca Brownell, hereinafter called "Declarant".

1. View Enhancement

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

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

- a. Upon Lot 2 of Short Plat PL02-0135, no structures or trees shall be placed within that portion of the property located in the central portion of the parcel marked as "view corridor" on the plat map. No other vegetation shall be allowed to grow to a height in excess of 7 feet in this view easement area. The owner of the property comprising Lot 1 of PL02-0135 shall have the right to come upon the property at reasonable times and upon reasonable notice to trim existing vegetation within the view corridor which exceed 7 feet in height.
- b. Upon Lot 3 of Short Plat PL02-0135, no structures or trees shall be placed within that portion of the property located in the central portion of the parcel marked as "view corridor" on the plat map. No other vegetation shall be allowed to grow to a height in excess of 7 feet in this view easement area. The owner of the property comprising Lot 1 or 2 of PL02-0135 shall have the right to come upon the property at reasonable times and upon reasonable notice to trim existing vegetation within the view corridor which exceed 7 feet in height.

ARTICLE I

Easement and Road Maintenance Agreement

1. Declaration of Road Easement. The Declarant, hereby declares that a non-exclusive easement is created as shown in the face of SP# PL02-0135. The benefited properties are specifically granted the right to develop, install, and maintain a roadway within the easement area (see Plat map for easement area). Upon agreement of the lot owners, all lot owners may be required to contribute to the construction and development of a paved roadway. Further, this declaration shall not be construed to prevent the installation of a paved roadway at the sole expense of any future developer of any lot. The term "Lot" as used in this declaration means a legal building lot and "Lot Owner" means the owner of a legal building lot.

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

- a. Filling chuckholes, grading of road surface, installation of gravel to limit occurrences of chuckholes and ruts during rainy season, and regular trimming and chemical spraying of vegetation upon the road and shoulder as required to maintain the roadway area.
- b. Any additional repairs or maintenance deemed necessary or advisable as may be established by a majority vote of the owners in accordance with the provisions outlined below.

3. Unincorporated Owners Association. The lot owners of the subject properties shall constitute an unincorporated Road Maintenance Association. At the inception of this declaration, there is deemed to be three voting parcels for the purposes of road maintenance. Lots 1, 2 and 3 of PL02-0135 shall each have one vote. Any road maintenance activities shall be approved by all members prior to the commencement of the work. Each lot owner shall contribute their pro-rata share of road maintenance or construction expenses. The lot owners will agree to designate one lot owner the "chairman".

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

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



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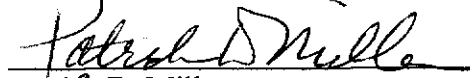
6. Road Maintenance Standard. The road subject to this Declaration shall be maintained in such condition as to make it easily traversed by two-wheel drive passenger vehicles.


ARTICLE II

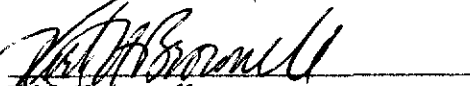
1. Non-Payment of Assessment. If a lot owner fails to pay the assessment, the other lot owner may advance the cost of road maintenance as the assessment becomes past due. The party making the advance shall be entitled to recover the advance from the defaulting owner plus interest at 15% per annum from the advancement date.


2. Collection Procedure and Attorney fees. If at any time, the parties to this agreement are in breach of any terms hereof, the other party shall give the breaching party written notice of the specific terms of the breach and make demand for performance of the work to bring the roadway or any other nonconforming condition violating these covenants into compliance. In the event the breaching party fails to take remedial action or pay any portion of the funds owed by the breaching party, the party making the advance or benefited by these covenants may seek enforcement hereunder. The foreclosure of any liens shall be made in the name of the parties making the advance of any roadway assessment and these parties shall be entitled to foreclosure of the lien as provided above and by applicable law. In the event of demand, action or suit to enforce the terms of this agreement, the prevailing party shall be entitled to recover costs and reasonable attorney fees including the cost of court and expert witness fees (including those incurred on appeal), from the non-prevailing or breaching party, whether such recovery shall be made by negotiation, stipulation, arbitration or court order.

This Declaration is made and entered in to the day, date and year first above written.



Patrick D. Miller


Cherie Miller


Kirk Brownell

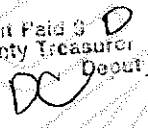

Sandra Brownell


Mark Brownell


Rebecca Brownell

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 14 2003

Amount Paid \$ 0
Skagit County Treasurer
By:  Deputy



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