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Skagit County Auditor

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AFTER RECORDING RETURN TO:

Channel View, LLC

P.O. Box 302

Bow, WA 98232

COVER SHEET

Document Title: Declaration of Easement

Reference Number(s) of Documents Assigned or Released: N/A

Grantor(s): Channel View, LLC

Grantee(s): Channel View LLC
Public

Abbreviated Legal Description: Lots 1-8, CHANNEL VIEW, AFN 200009190049

Assessor's Property Tax Parcel/Account Number(s):

4761-000-001-0000/P117189
4761-000-002-0000/P117191
4761-000-003-0000/P117193
4761-000-004-0000/P117195
4761-000-005-0000/P117197
4761-000-006-0000/P117198
4761-000-007-0000/P117199
4761-000-008-0000/P117200

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P.O. Box 302

Bow, WA 98232

DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS

This Declaration of Easements and Restrictive Covenants is made by Channel View, LLC, a Washington limited liability company, as follows:

Recitals

Channel View, LLC, a Washington limited liability company, hereafter referred to as Channel View or Declarant, is the owner of the following described property:

Lots 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, 5, 6, 7 and 8, CHANNEL VIEW, according to the plat thereof recorded September 19, 2000, under Auditor's File No. 200009190049, records of Skagit County, Washington.

Situate in Skagit County, Washington.

The Declarant wishes to subject Lots 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, and 5 to a view easement and restrictions for the protection of views from Lots 6, 7 and 8, of the above referenced plat.

Easement and Restrictions

THEREFORE, the Declarant creates and conveys an easement for view protection to the present and future owners of Lots 6, 7 and 8, plat of CHANNEL VIEW, over Lots 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, and 5, plat of CHANNEL VIEW, as described below. To accomplish the foregoing purposes, the declarant hereby publishes and declares that the above referenced Lots 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, and 5, plat of CHANNEL VIEW, shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the following covenants and restrictions, which shall run with the land and be a burden upon and benefit to present and future owners of Lots 6, 7 and 8, plat of CHANNEL VIEW.

1. Height limit on buildings. No buildings or other structures on Lots 1-A, 1-B,
ChannelViewEasementRestrictions 1



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2-A, 2-B, 3-A, 3-B, 4-A, 4-B, and 5, shall exceed 21 feet above the mean terrain elevation of the lot on which the building or structure is located. For purposes of these restrictions, the mean terrain elevation shall be average elevation of the highest corner and the lowest corner of the lot.

2. Height limit on vegetation. No trees, shrubs, or other vegetation on Lots 1-A, 1-B, 2-A, 2-B, 3-A, 3-B, 4-A, 4-B, and 5, whether naturally occurring or planted, shall be permitted to exceed 21 feet above the mean terrain elevation of the lot on which the plant(s) are located, EXCEPT HOWEVER, the above described height limitation shall not apply to: (a) existing trees with a trunk diameter of eight inches (8") or more, measured three feet (3') above grade, as of January 1, 2003; or (b) the existing vegetation screen along the east border of Lot 4.

3. Responsibility to maintain. It shall be the responsibility of the owner of the lot on which the vegetation is located to maintain the vegetation at or below the maximum permitted height.

4. Covenants to run with the land. The covenants herein shall run with the land and shall be binding on the parties hereto, their heirs, successors or assigns, and all subsequent owners thereof.

5. Enforcement. Each lot owner, including the declarant if the declarant is a lot owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter.

6. Attorney's Fees. In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

Dated December 17th, 2003.

CHANNEL VIEW, LLC

By:


MICHAEL V. FOHN, Managing Member



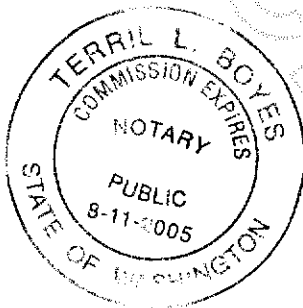
STATE OF WASHINGTON)

: ss

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MICHAEL V. FOHN is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he is authorized to execute the instrument and acknowledged it as managing member of CHANNEL VIEW, LLC, a Washington limited liability company, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated: December 17th, 2003.



Terril L. Boyes
Printed Name: _____

NOTARY PUBLIC in and for the State of
Washington, residing at None.

My appointment expires: 8-11-05