

AFTER RECORDING RETURN TO:

Thomas F. Peterson
Betts, Patterson & Mines, P.S.
One Convention Place, Suite 1400
701 Pike Street
Seattle, WA 98101-3927



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CHICAGO TITLE AE9705✓

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

Grantors: Kevin P. Welch and Jenny Welch, husband and wife
Grantee: The Pointe Homeowners Association
Abbreviated Legal Descr.: Por. Of Lot 4, Short Plat 10-89, Vol. 8 of Short Plats page 150.
Complete legal description on Exhibit A.
Assessor's Tax Parcel Nos.: P32596

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made, granted, declared, established, and reserved this 16 day of DEC., 2003 by Kevin P. Welch and Jenny Welch, husband and wife, as to themselves, their heirs, successors and assigns, ("Grantors") for the benefit of the Pointe Homeowners Association (the "Association").

RECITALS

A. Grantors are fee simple owners of certain real property located in Skagit County Washington described in Exhibit A ("Grantors' Property").

B. The Association is an association of homeowners formed under that Declaration of Covenants, Conditions, and Restrictions of The Pointe, recorded on December 19, 1989 under Skagit County Recording Number 8912190053 at Volume 863 page 404 (the "Pointe Declaration").

AGREEMENTS

NOW THEREFORE, Grantors hereby declare that the Grantors' Property is and shall be held subject to the following covenants, conditions, and restrictions:

1. Recitals Incorporated. The above recitals and attached exhibit are incorporated herein, and are made a part of this Declaration, by this reference.

2. Restriction on Tree Removal. Grantors shall not remove any tree twelve (12) inches or greater in diameter that is located in natural sight and within 150 feet of Association common areas and the asphalt area of Mainsail Lane. The intent of this Declaration is to maintain a greenbelt type atmosphere in the affected area. This restriction shall not apply in the following situations which are specifically excepted:

- a. The removal of dead, dying, or diseased trees.
- b. The removal of trees that block or impair views from any structure on the Grantors' Property.
- c. The removal of trees that are a fire or safety hazard.
- d. The removal of trees located within 75 feet of any existing or new structure or improvement.

3. Restriction on Fences. Grantors shall not construct any fence in natural sight and within 150 feet of Association common areas and the asphalt area of Mainsail Lane. This restriction shall not apply to existing fences and those fences that are approved by the Board of Directors of the Association.

a. The Grantors agree to remove the existing chain link gate and fence at Spinnaker Lane and construct a permanent structure, including gate, fence, landscaping and lighting approved by the Association Board of Directors, within twelve months of the date of this covenant.

b. The Grantors agree to remove its current mailbox on Spinnaker Lane and replace it to another location within twelve months of the date of this covenant.

4. Prohibition of Nuisances. Grantors shall not use any part of the Grantors' Property to store rubbish, nor for the storage of any property or thing that will emit foul or noxious odors. Grantors may not keep any abandoned vehicles, mobile homes, boats, boat trailers, buses, storage trailers that are visible and within 150 feet of Association common area and the asphalt portion of Mainsail Lane. Grantors shall not engage in uses or activities on Grantors' Property that are otherwise prohibited in a residential zone by the Skagit County Code in effect from time to time.

5. Road Maintenance Fee. Grantors shall pay road maintenance fee commencing January 1, 2003, at a rate equal to the total annual homeowners dues allocated to one single-family residential lot of the Association. The Association shall make its books and records regarding this fee available to Grantors for inspection at a mutually agreeable time and place if so requested by Grantors. If Grantors subdivide the Grantors' Property, Grantors, their successors and assigns, shall pay an additional annual road maintenance fee for each additional lot in accordance with the foregoing terms and conditions, except any Special Assessment not associated with Road Maintenance.

6. Access for Septic Repair and Maintenance. Grantors hereby grant permission for the owners of Association Lots 38 and 39 to cross Grantors' property to access those portions of Lots 38 and 39 that contain the septic drainfields for those lots, for the sole purpose of performing required drainfield

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repair and maintenance. Grantors shall provide access through their existing fence and gate adjacent to the Association Lots 38 and 39 septic drainfields for assessing their septic field for repair and maintenance. The permission granted in this section is subject to the following conditions:

a. A written request for access must be provided to Grantors in advance of any planned drainfield repair or maintenance, except in the case of an emergency repair, in which case a verbal request must be provided. Emergency is defined as: Any failure of a septic system which renders the system unusable by a homeowner.

b. Hours of access must be limited to 8:00 a.m. to 5:00 p.m. weekdays unless an emergency exists.

c. The roadways located on Grantors' Property are not constructed for commercial use and may incur substantial damage from use by maintenance vehicles. The requesting party shall be fully responsible for any and all road damage caused to the Grantors' property as a result of the requested access. Should road damage occur, the requesting party shall perform all such restoration and repair at the requesting party's expense in a timely manner.

7. Binding Effect. Each and all of the foregoing covenants, conditions, and restrictions shall apply to, inure to the benefit of, and bind Grantors and their successors and assigns, shall run with the land, and may not be modified or amended without the written concurrence of the Association or its successors.

8. No Public Rights. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the or right to the Grantors' Property to the general public, or for the general public, or for any public purposes whatsoever, it being the intention of the Grantors that this Declaration shall be strictly limited to the purposes expressed herein.

DATED this 16th day of December, 2003.



KEVIN P. WELCH



JENNY WELCH

DECLARATION OF COVENANTS, CONDITIONS AND RESTR

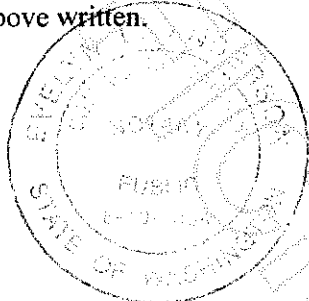


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 16th day of December, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kevin P. Welch, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

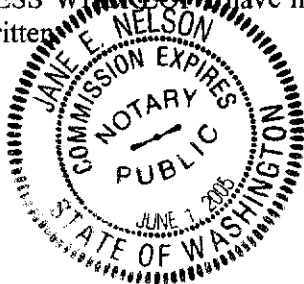


Evelyn L. Anderson
Notary Public in and for the State of Washington
Printed Name: Evelyn L. Anderson
My appointment expires: 8-10-2004

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 17th day of December, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jenny Welch, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Jane E. Nelson
Notary Public in and for the State of Washington
Printed Name: Jane E. Nelson
My appointment expires: 6/1/05

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EXHIBIT A

That portion of the Southwest Quarter of the Northwest Quarter of Section 35, Township 35 North, Range 1 East of the Willamette Meridian, lying East of the Plat of the Pointe, Division No. 3, as per plat filed in Volume 14 of Plats, at pages 151, 152, and 153, records of Skagit County, Washington; said parcel being a portion of Lot 4 of Short Plat No. 10-89 as approved June 17, 1989, and recorded August 2, 1989, in Volume 8 of Short Plats, page 150, under Auditor's File No. 8908020066, records of Skagit County, Washington



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