

When recorded return to

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273



200402170201
Skagit County Auditor

2/17/2004 Page 1 of 12 11:57AM

DOCUMENT: Declaration of Covenants, Conditions and Restrictions, Together with Maintenance Agreement, Kreider Long Card No. PL-0-0523

GRANTORS: Greg and Dawnell Kreider, husband and wife, as Declarant and Pat Dana and Susan K. Dana, husband and wife, as Co-Declarant

GRANTEES: N/A

LEGAL DESCRIPTION: Long Card number PL-01-0523: being a portion of the Northwest 1/4 of the Northeast 1/4 of section 36, Township 34 North, Range 4 East, W.M. situate in Skagit County, Washington

**ASSESSOR'S PROPERTY TAX
PARCEL OR ACCOUNT NO.**

P29946

**Declaration of Covenants, Conditions and Restrictions,
Together with Maintenance Agreement, Kreider Subdivision**

This Declaration is made on the ____ day of December, 2003, by Greg Kreider and Dawnell Kreider, husband and wife, as "Declarants" and Pat Dana and Susan K. Dana, husband and wife, as "Co-Declarants."

Background

ORIGINAL

- A. Declarant is the owner of approximately 4.9 acres of real property ("the Development") located along the east side of State Route No. 9 in the vicinity of Big Lake in Mount Vernon, Skagit County, Washington, which development is more particularly described in Exhibit "A" to this Declaration. Declarant has conveyed the property comprising Lot 1 of the Long Card to the Co-Declarant.
- B. Co-Declarant is the owner of a parcel of property which is identified in the Long Card no., PL-01-5-23 as Lot 1, which is a portion of the original parcel owned by Declarant.
- C. Declarant desires to establish a five lot subdivision in accordance with provisions of Long Card no. PL-01-0523. The Declarant and Co-Declarant desire to impose upon the development a general plan of development for the mutual benefit of all future owners, which will preserve and enhance the property values and amenities and will further provide for the health, safety, and welfare of the future residents.

Declaration

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" shall be held, sold, conveyed and occupied subject to the following easements, restriction, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. The property further shall be subject to the obligations of maintenance as set forth herein in order to preserve the open space areas, storm water disposal, and access road to the lots in the development. The easements, covenants, restrictions and maintenance obligations shall run with the development and each individual lot and shall be binding on all parties having or acquiring any right, title, or interest in the development or any part thereof, and shall enure to the benefit of each owner thereof. Co-Declarant agrees that the provisions contained herein shall apply to Co-Declarant's property to the extent specifically stated herein.

Furthermore, any conveyance, transfer, sale, assignment, lease or sublease of a lot shall and is hereby deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, Co-Declarant, any Lot Owner, and any First Mortgagee of a lot. The Co-Declarant is bound to the specific provisions of stated in this Declaration, just as if Co-Declarant had acquired their lot from Declarant following recording of this Declaration.

ARTICLE I DEFINITIONS

Section 1. "Declarant" shall mean the owner of record, Greg and Dawnella Kreider, and their successors and assigns; provided, however, that no successor or assignee of Declarant shall have any right or obligations of Declarant under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 2. "Co-Declarant" shall mean the owner of record of Lot 1 of the development. The Co-Declarants do not have any development rights as set out in this Agreement for the Declarant.

Section 3. "Declaration" means the covenants, conditions, restrictions and maintenance obligations and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 4. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the property.

Section 5. "Lot Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, including contract purchasers, and excluding contract sellers and further excluding those having an interest merely as security for the performance of an obligation.

Section 6. "Mortgage" shall include a Deed of Trust, Real Estate Contract, or other security interest attaching to real estate.



Section 7. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 8. "Development" shall mean or refer to that certain real property described on Exhibit "A."

ARTICLE II
OWNER'S ASSOCIATION AND ASSESSMENTS

Section 1. Formation of Nonprofit Corporation. It is further covenanted between the parties to this instrument that as soon as three lots in the Kreider Subdivision have been sold, Declarant shall cause to be formed a nonprofit corporation under the laws of the State of Washington, in which Grantees, by acceptance of this instrument agree to become, and shall be a member, and in which membership shall be limited to the Lot Owners in Kreider Subdivision. The Articles of Incorporation of such nonprofit corporation shall specify the purposes and duties of such corporation, and the enforcement of all the restrictions, covenants, and conditions contained in this Declaration. The formation documents shall provide for the orderly funding of all such actions of corporation, when formed, the dues or assessments for such purposes, the reasonable amounts of which may be fixed by Declarant or the bylaws or by lawful acts of its Board of Directors. Co-Declarant and their successors in interest shall not initially be required to become members of the Owner's Association, but may elect to do so at a later time, and in so doing shall be bound by all of the provisions stated in this Article II. This shall be accomplished by executing and recording an Acknowledgment and Acceptance of this Article II with the Auditor. Co-Declarant shall otherwise have no membership or voting rights in the Owner's Association

Section 2. Easement. The rights and obligations established by this Declaration shall constitute an affirmative easement which shall be appurtenant to each lot and shall benefit all other lots within the subdivision.

Section 3. Covenant for Maintenance Assessments.

- A. Creation of Lien and Personal Obligation of Assessments. This section A applies to Lots 2 through 5 of the said subdivision. The Declarant as owner of Lots 2 through 5 within the subdivision, covenant and agrees to pay to the nonprofit corporation annual assessments or charges and special assessments which may be fixed, established, and collected from time to time as hereinafter provided. This covenant shall apply to all succeeding Lot Owners, whether or not the same be stated in the conveyance of the Lot. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who is the owner of such property at the time when the assessment falls due.
- B. Purposes of Assessments. The assessments levied by the nonprofit corporation shall be used exclusively for the purpose of prom



covenants and performance of the maintenance obligation set forth herein. The assessments further may be used to fund payment of legal fees, experts' fees and costs associated with maintenance and insurance of the nonprofit corporation and its officers and directors.

- C. Establishment and Implementation of Assessments. Upon formation of the nonprofit corporation, the Board of Directors of the corporation shall determine the annual assessment. Notice of the assessment shall be given to each property owner by regular mail and the assessment will be due within thirty (30) days of mailing. On the anniversary of the first assessment and on the same date of each then succeeding year, the Board of Directors shall issue the annual assessment after consideration of current maintenance costs of operation and future needs of the Association. In the event that additional funds are required over and above the annual assessment authorized hereunder, the nonprofit corporation may levy one or more special assessments applicable to that year only for the purpose of defraying in whole or in part the cost of any unexpected expense of the corporation, provided that any such special assessments shall have the assent of the sixty percent (60%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
- D. Actions for Special Assessment. Any action for a special assessment must be approved by sixty percent (60%) of the Lot Owners within the development.
- E. Records of Assessments and Payments. The Board of Directors of the nonprofit corporation shall, through an authorized officer, cause to be prepared a roster of the properties and assessment applicable thereto, which shall be kept in the office of the association and shall be open to inspection by any Lot Owner. The nonprofit corporation shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Corporation setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- F. Limitation of Assessment on Lot 1. The assessments on Lot 1 shall be limited to the cost of maintaining the Westerly 50 feet of the road (Gaven Drive), which comprises the road access apron from State Highway 9. Appropriate proration of road maintenance fees shall be made by the Owner's Association.

Section 4. Effect of Non-Payment of Assessments: the Personal Obligations of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3C hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property, which shall bind such property in the hands of the then owner, his or her heirs, devisees, personal representatives and assigns. If entered for the amount of the lien, the judgment may be enforced.



personally, but this shall not render the obligation to be solely personal to the Lot Owner, therefore the lien shall remain with the Lot until satisfied.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of action and costs of searching title.

Section 5. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relive such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

It is understood and agreed that the Articles of Incorporation and Bylaws of such corporation shall provide each Lot Owner in Kreider Subdivision with one vote for each Lot Owned at all elections and on all other matters that may come before a meeting of the members. Declarant shall be entitled to and obligated to accept membership in such corporation and shall have the benefit and bear the burdens of such membership with respect to the unsold lots in Kreider Subdivision.

Section 6. The Co-Declarant and their successors in interest shall not be subject to a lien for unpaid maintenance under the provisions of Section 4, nor any of the provisions of Section 5.

ARTICLE III EXTERIOR MAINTENANCE

Each Lot Owner shall have the obligation to maintain that owner's lot and any building or improvements located on the lot to standards appropriate for a rural residential community.

ARTICLE IV PROTECTIVE COVENANTS

Section 1. Duties of Each Lot Owner. Each Lot Owner shall maintain the Lot Owner's property in a good, clean, attractive and sanitary condition, including the exterior of all buildings, structures, walls, fences, decks, and yard areas.

Section 2. Development and Use.

A. Land Use and Building Type. No building shall be committed to remain upon any lot other than a



200402170201

Skagit County Auditor

or outbuilding, and one accessory structure such as a garden shed.

- B. Parking. No boat trailers, trucks in excess of one and a half tons permitted hauling weight, RVs in excess of 20 feet, heavy equipment or semi trucks shall be parked or stored on the private roadway known as Gaven Drive. This restriction applies to these vehicles at all times. No other vehicles shall be parked on Gaven Drive for any period in excess of 24 hours unless the vehicle belongs to a guest. In that case, the vehicle belonging to the guest may not be parked on Gaven Drive for longer than a two week period of time. All inoperable or non-running vehicles shall be stored behind fencing or screening adequate to screen the vehicle from view of adjoining Lot Owners within the development. No Lot Owner shall have more than two inoperable vehicles on their lot unless the same are stored inside in an enclosed building.
- C. Square Footage. Each single family residence must include a minimum of 1300 square feet for single story structures and a minimum of 1500 square feet for multiple story structures. All residences shall in all cases face the front of the lot. The front being the area abutting Gaven Drive.
- D. Minimum Building Setbacks. Regardless of whether applicable zoning and building ordinances impose more liberal setbacks, the following setbacks shall apply to each of the properties.
- Lot 1. None.
 - Lot 2. Front 20 feet, rear 20 feet, sides 15 feet on each side.
 - Lot 3. Front 20 feet, rear 20 feet, sides 15 feet on each side.
 - Lot 4. Front 20 feet, rear 10 feet, sides 5 feet on each side.
 - Lot 5. Front 20 feet*, rear 10 feet, sides 10 feet on the northerly side and 5 feet on the southerly side.

* Setback for Lot 5 shall be measured from the most easterly line of Gaven Drive. Provided, however, that existing structures on Lot 1 may maintain the *as built* setbacks in the event of replacement of any structure. There shall be no increase in the footprints of the structure, if the structure encroaches into the setbacks specified above for Lot 1.

- E. Construction Standards and Manufactured Housing. No mobile homes shall be permitted within the development. Factory manufactured houses comprised of at least 2 units joined together and placed on a permanent foundation are permitted. All construction on the lots within the development shall be in accordance with state and local building codes applicable at the time of construction.
- F. Garbage and Refuse. No garbage, refuse, rubbish, cuttings, or debris of any kind shall be deposited on or left upon any lot unless placed in an attractive container suitably located and screened from view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No building material of any kind shall be stored on any lot or property within the development until the I

construction, and then such materials shall be placed within the boundary lines of the lot upon which its use is intended. Garbage cans may only be placed in public view on the day of garbage pick-up.

- G. Business and Commercial Use of Property Prohibited. No trade, craft, business or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within the building located on a residential lot. Notwithstanding the foregoing, certain bonafide "home enterprises" may be conducted in the residence if there is no significant traffic impact or resulting nuisance. Automobile and equipment repair and similar businesses, which require the repair and disassembly of machinery in open view to other Lot Owners, shall not be a permitted home enterprise.
- H. Temporary Structures. No trailers, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence, even temporarily. No building or structure shall be moved on to the Property from any land outside the development unless the same is used by the contractor as a temporary office or storage space.
No Pop Tents.
- I. Completion of Construction. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting or staining, and shall be connected to sewers within eight (8) months from the date of commencement of construction.
- J. Division of Lots. No lots shall be divided for the purpose of sale or lease.
- K. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any lot or upon any other portion of the Property. Likewise, all Lot Owners shall be considerate of the other Lot Owners and shall limit noise from radios, televisions, stereos, recreational vehicles, lawnmowers, etc. Violation shall be deemed a nuisance.

ARTICLE V GENERAL PROVISIONS

Section 1. Binding Effect. All present and future owners or occupants of lots shall be subject to and shall comply with the provisions of this Declaration, and with any amendments. The acceptance of a deed or conveyance or the entry into occupancy of any lot shall constitute an agreement that the provisions of this Declaration and amendments are accepted and ratified by such owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person who has at any time any interest or estate in such lot as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 2. Enforcement. Any Lot Owner or the nonprofit Homeowner's Association of Kreider Subdivision may institute proceedings at law or ineq conditions, covenants and reservations, now or here after im]



200402170201
Skagit County Auditor

Declaration. Should any of the foregoing parties employ counsel to enforce any of the terms of this Declaration, or to enforce any lien imposed hereunder, all costs incurred in such enforcement, whether negotiated, stipulated, arbitrated, or determined by a court, including reasonable attorney's fees and costs, including those on appeal, shall be paid by nonprevailing party.

Section 3. Failure to Enforce. No delay or omission on the part of the Declarant, the owners of the lots, or the nonprofit homeowner's corporation, in exercising any rights, powers or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of the Declarant's failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions. The remaining provisions shall continue in full force and effect.

Section 5. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the lots by providing a common plan for the development of the Property.

Section 6. Counterparts. This Declaration or amendments hereto may be executed in counterparts and all so executed shall constitute one agreement binding in all the parties notwithstanding that some of the parties are not signatories to the original of the same counterpart.

Section 7. Notices. All notices required to be given pursuant to the provisions of this Declaration or as may be required pursuant to the bylaws of the nonprofit corporation, shall be given by certified mail, return receipt requested, to the Lot Owner at their last known address or, if not known, to their address which is of record at the Skagit County Treasurer's Office. Such notice shall be deemed conclusive and binding upon the Lot Owner in all respects.

Section 8. Certain Rights of Declarant. For such time as Declarant shall own lots for development purposes (as opposed to residential purposes), there shall be no amendments to the Declaration or the Articles of Incorporation of the nonprofit corporation unless agreed to by Declarant, which:

- A. Discriminate or tend to discriminate against the Declarant's right as an owner/developer;
- B. Change Article 1 ("Definitions") in a manner which alters Declarant's right or status;
- C. Alter the character and rights of membership

provided for in this Declaration;

- D. Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-ways;
- E. Alter the basis for assessments;
- F. Alter the provisions of the use restrictions as set forth in Article IV; or
- G. Alter the Declarant's rights in any way as they appear under this Article.

ARTICLE VI TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

ARTICLE VII PURPOSE AND MAINTENANCE OF STORM DETENTION POND

Section 1. Storm Water Pond and Related Facilities. Withing the development there is provision for a storm water pond, as shown in the drawings of the Long Card. The storm water pond is designed and constructed to accommodate storm water run off from the various lots and roadways within the development as well as from certain public roadways adjacent to the development. The county is responsible for the public roadways and any drainage facilities located within public roadways. The Owner's Association shall maintain, repair, replace and otherwise manage the storm water pond and related facilities in the common areas in accordance with a maintenance plan submitted to and approved by Skagit County and otherwise in accordance with the standards of Skagit County. If at any time Skagit County reasonably determines that maintenance or repair work is required to be done to the storm water pond or related facilities, the Director of the Department of Public Works shall have the right to give the Owner's Association 14 days notice that the county intends to perform such maintenance or repairs or to have them performed by others.

Section 2. Reimbursement to County. If at any time Skagit County reasonably determines that any existing storm water pond or related facility poses a hazard to life or limb, or endangers property, or adversely affects that safety operations of a public way, such that the situation is so adverse as to preclude written notice, the Director of Department of Public Works may take measures reasonably necessary to eliminate the hazardous situation. The Association shall make reasonable efforts to contact the Association th



assume a responsibility for the cost of any maintenance or repair under this section and will reimburse the county within 30 days of receipt of an invoice for such reasonable repairs.

Section 3. Storm Water Maintenance Plan. The Declarant has established a Storm Water Maintenance Plan for the development. A copy of the initial Storm Water Maintenance Plan is attached hereto as Exhibit "B." The maintenance of the drainage system and storm water pond is of primary importance in order to ensure that the detention pond and related conveyance ditches, culverts, and catch basins function as originally designed. The maintenance of the system is an obligation of the Owner's Association. If the Owner's Association forms a maintenance committee, then the responsibilities under the maintenance plan may be delegated to such committee. If there is no maintenance committee, then the responsibility shall reside with the Owner's Association. The Owner's Association's President shall have the right and the responsibility to see to it that maintenance of the storm water system is carried out in accordance with the maintenance plan and shall have the right to contract for such maintenance and utilize the funds of the Owner's Association to pay for such obligations.

ARTICLE VIII ROAD MAINTENANCE

Section 1. Maintenance of Private Roadway. The Owner's Association shall maintain the private road known as Gaven Drive. The Owner's Association shall have the right and the responsibility to fill chuckholes and trim vegetation in order to maintain visibility along this roadway. The Association shall also have the right to install or replace gravel or asphalt as may be necessary in the future. All road maintenance activity shall be performed under the direction of the Board of Directors and the President of the Association. The maintenance dues and assessments of the Association shall be used for maintenance of the roadway as provided for herein.

Section 2. Assessments for Unusual Damage or Abuse of Use. In the event that any of the Lot Owners personally or through an agent or invitee causes any unusual or excessive damage to the private roadway by reason of operation of heavy equipment or trucks, then the Board of Directors shall have the right and authority to impose a special assessment against the offending Lot Owner for an amount equal to the cost of repair or restoration of the damaged area.

ARTICLE IV USE OF OPEN SPACE AND BUFFER AREAS

Section 1. Declarant reserves the right to convey the open space areas and buffer areas identified on the subdivision map to the Owner's Association, regardless of the fact that initial ownership may be in Lot 5. This right shall be retained by Declarant until all lots in the subdivision are sold by Declarant. Declarant shall further have the right to obtain approval of the change in the designation of the open space area to one of the other designations provided for under Skagit County code section 14.18.310.

Section 2. The Board of Directors of the Owner's Association shall have the right to promulgate rules regarding use and safety of the open space areas for the use, benefit and safety of all of the Lot Owners and, to the extent necessary, in or



of the general public.

ARTICLE X
AMENDMENT

This Declaration and its covenants, conditions, and restrictions may be amended during any term by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 6th day of December, 2003.

[Signature]
Greg Kreider

[Signature]
Dawnelle Kreider

[Signature]
Pat Dana

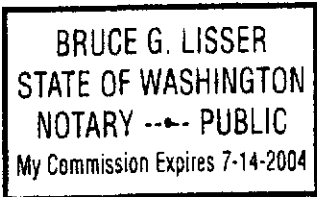
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX [Signature]
Susan K. Dana

State of Washington)
County of Skagit)

JAN 29 2004
Amount Paid \$ 0
By [Signature] Deputy
Skagit Co. Treasurer

I certify that I know or have satisfactory evidence that Greg Kreider and Dawnelle Kreider, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: JANUARY 9, 2004

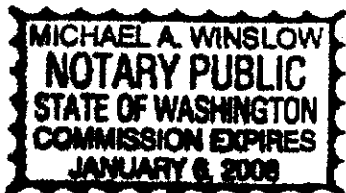


[Signature]
Notary Public
My appointment expires: July 14, 2006
Residence: 100 Mount Vernon, WA.

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that Pat Dana and Susan K. Dana, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: Jan 6, 2004



[Signature]
Notary Public
My appointment expires: Jan 6, 2008



UNOFFICIAL DOCUMENT

STATE OF WASHINGTON
NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

MICHAEL A WINSLOW
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 8 2008

Exhibit "A"

Property Description

Lots 1-5 (inclusive) and Tract "A", Skagit County Long CaRD No. PL-01-0523 approved February 17th, 200~~8~~⁴ and recorded February 17th, 200~~8~~⁴ under Skagit County Auditor's File No. 200402170199, being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 36, Township 34 North, Range 4 East, W.M.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



200402170201
Skagit County Auditor

2/17/2004 Page

12 of

12 11:57AM