


FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
J ROHI, LLC  
16497 Dunbar Road  
Mount Vernon, Washington 98273

  
200404200131  
Skagit County Auditor  
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR PARK COTTAGES**

Grantor (s): J ROHI, L.L.C., a Washington limited liability company  
Grantee (s): THE PUBLIC  
Additional Grantor(s) on page(s):  
Additional Grantee(s) on page 7: CITY OF SEDRO-WOOLLEY  
Abbreviated Legal: Ptn SE, NE S13, T35N, R4E, W.M.  
Additional Legal on page(s):  
Assessor's Tax Parcel No's: 350413-0-005-0005, P36355

THIS DECLARATION made and entered into this 20 day of April, 2004, by, J ROHI L.L.C., a Washington limited liability company, (hereinafter "Declarant"), as owner of the following described land, situated in Skagit County, Washington:

*See Exhibit A*

Which is further described as Lot #s 1-16, of Plat No. Park Cottages, approved April 19, 2004, and recorded under Auditor's File No. 200404200129, in Volume        of Plats, Page       , Records of Skagit County, Washington (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, 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. ARTICLE 1 - DEFINITIONS:

- 1.1. In this declaration, unless the context requires otherwise, the following definition will apply.
- 1.2. "Development or Subdivision" shall mean Lot #s 1-16, of Plat No. Park Cottages, approved April 19, 2004, and recorded under Auditor's File No. 200404200129, in Volume        of Plats, Page       , Records of Skagit County, Washington.
- 1.3. "Land" means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock or other substance, and includes free or occupied space for an indefinite distance upwards as well as downward, subject to the limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of the State of Washington or the United States.
- 1.4. "Lot" shall mean and refer to any plot of land intended for sale by Declarant to the public as indicated on the recorded plat or subdivision map of the development with the exception of public and private roadways.
- 1.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee or undivided fee interest in any lot which is a part of the properties, including contract purchasers, but shall not include a contract seller, a mortgagee or beneficiary under a Deed of Trust, or those holding record ownership merely as security for the performance of an obligation.
- 1.6. "Declarant" shall mean and refer to J ROHI, L.L.C., its successors and/or assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.
- 1.7. "Mortgage" means a mortgage, deed or trust, or a real estate contract covering a lot of other portion of the property.
- 1.8. "Declaration" means the declaration of covenants, conditions, easements and restrictions applicable to the property recorded in the office of the Skagit County recorder.

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## 2. ARTICLE 2 - RESIDENTIAL COVENANTS

The following covenants are hereby imposed upon the use and ownership of the lots in Park Cottages. (See Appendix A).

- 2.1. Residential Use. No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height.

The provisions of this section shall not be deemed to prohibit the right of anyone to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a sales office or model home for the purpose of sales or residence in Park Cottages.

- 2.2. Easements. Easements for installation and maintenance of utilities and drainage, and irrigation facilities, are reserved as shown on the recorded plat and in all other documents recorded after the date of the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such utilities, or which may change the direction of flow of water through a drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on any lot and all improvements in it shall be maintained continuously by the lot owner.

- 2.3. Temporary structures. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding on any lot shall be used as a residence, either temporary or permanent, at any time.

- 2.4. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance in Park Cottages. No offensive noise due to construction of homes shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. unless approved by A.C.C.

- 2.5. Signs. No sign of any kind shall be displayed to the public view on any lot or improvement, except one professionally made sign of not more than six square feet advertising the property for sale. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner, or placement of a sign by the Declarant, which must comply with the local sign ordinances. This restriction shall not apply to signs used by the Declarant, builders, realtors or agents during the original construction and sales of residences.

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- 2.6. Parking. No more than one boat, trailer, motorcycle, truck, truck-camper and like equipment may be parked or stored on any part of any lot or on public ways adjacent thereto except within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any lot for more than forty-eight (48) hours.
- 2.7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes. No lot owner shall cause, permit or allow any dog owned by or in his custody to roam, run, or be away from the premises of such owner or custodian.
- 2.8. Construction Completion. Construction of any residence shall be completed, including exterior decoration, within twelve (12) months from the date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and debris, and the grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
- 2.9. Landscape Completion. All front yard landscaping must be completed at the time the construction of the residence is complete. In the event of undue hardship due to weather conditions, the time for construction may be extended for a reasonable length of time.

3. ARTICLE 3 - ARCHITECTURAL CONTROL COMMITTEE (A.C.C.)

- 3.1. Architectural Control: no landscaping and no building, fence, wall or other structure shall be commenced, erected or maintained upon the lots nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the A. C. C. Prior to the issuance of building permits. At no time shall the A. C. C. Members be required to attain for themselves said plans and specifications. Plans and specifications must be submitted 2 weeks prior for approval. In the event said committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this article will deem to have been fully complied with.

- 3.2. Committee Membership. A majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the member of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of seventy-five percent (75%) of the lots located in Park Cottages have the power through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
- 3.3. Meetings. The architectural control committee shall meet from time to time at such times and at such locations as the committee shall determine.
- 3.4. Notice. The members of the committee may waive in writing notice of any particular meeting, and consent to all business transacted thereafter without notice. Otherwise, each member shall be given at least twenty-four hours notice of the date, time and place of the meeting which notice may be either in writing, in person or by telephone. Oral notice shall be confirmed in writing and filed in the records of the committee.
- 3.5. Quorum. Any two members of the A.C.C. shall have authority to act on behalf of the A.C.C., provided all members have been given notice of the meeting. Each decision of the A.C.C. shall be in writing, and if the proposed construction is disapproved, the writing shall state the specific reasons for disapproval.
- 3.6. Alternative Members. The committee may elect two alternative members of the committee if they so desire. These alternate members may be called upon to attend committee meetings as desired by the chairman. (for example, a meeting is called and the chairman notifies the other regular members of the date, time and place, one or both of the other regular members indicate that they are unable to attend, the chairman may then notify one or both of the alternate members of the proposed meeting and if one or both of the same attended there would be a quorum and action could be taken). There is no requirement that alternate members be elected and there is no requirement that alternate members are required to attend the meeting or to receive notice of the same.
- 3.7. Chairman. The committee shall select one of its members to act as chairman of the committee for the purpose of organizing, conducting and reporting meeting and activities.
- 3.8. Enforcement. The Declarant, A.C.C., and lot owner shall have full power and authority to enforce the covenants in this declaration in any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants,



and to recover damages sustained by reason of such violation. If the Declarant, A.C.C. or any lot owner employs counsel to enforce any of these covenants, all expenses incurred in such legal process, including a reasonable attorney's fee shall be paid by the lot owner violating the covenants.

3.9. Effect of breach on mortgage. The breach of any of these covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value affecting any lot or lots or portions of lots in Park Cottages.

3.10. Not a waiver. No delay or omission of any kind on the part of the Declarant, the A.C.C. or the owners of other lots in Park Cottages in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the covenants in this declaration. No right of action shall accrue against the Declarant or the A.C.C. for or on account of their failure to bring any action to enforce these covenants.

3.11. Extent of remedies. These covenants are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies that may be available.

#### 4. ARTICLE 4 – EASEMENT

4.1. Common Area. Every Owner of a Lot within the Development shall have the rights to an easement for the use and enjoyment of the Common Areas, subject to such uniform rules and restrictions as may be adopted by the Board of Directors. The Common Areas cannot be mortgaged or conveyed without the written consent of at least seventy-five percent (75%) of the Owners. "Owners" includes the fee title holder of any lot within the Development, as well as contract purchasers of lots, but not contract sellers. Any open-space restrictions shall remain in effect in perpetuity.

4.2. Easements Appurtenant. All of the easements granted herein are appurtenant to all portions of the Development and are for the benefit of all Owners and together with all restrictions, reservations, covenants or designations herein, are hereby declared to be covenants running with the land. Said easements being appurtenant to and for the benefit of all portions of the Development shall pass, together with any and all restrictions, reservations, covenants and/or designations contained in this document or hereafter adopted, whether mentioned or not mentioned in the instrument of conveyance of any portion of the development.

4.3. Sharing of Maintenance and Repair Costs. The Owners hereby covenant and agree, and bind themselves, their heirs, successors and assigns by their acceptance of any conveyance of an interest either by deed or contract, in any portion of the

Development, to bear and pay the costs of repair, maintenance and upkeep of Common Areas as shown on the face of the plat document together with the standard for maintenance. Each party's share of such cost is to be determined by the Homeowners Association hereinafter provided for.

- 4.4. Drainage Facility and Vegetation. The Homeowners Association shall maintain and repair the drainage facilities in accordance with the conditions or other requirements set out in the plat and approval documents. These conditions shall include annual inspections and permanent maintenance of drainage tight lines, detention pond facility and all inflow and outflow systems. All houses will connect roof drainpipes and footing drains to the existing storm drain system at time of construction. These conditions for repair and maintenance shall meet the standards of all City of Sedro Woolley ordinances and regulations, Washington State law, and Department of Ecology Storm Water Manual or subsequent standards. An operation and maintenance schedule shall be provided for all proposed storm water facilities and the parties responsible for maintenance and operation shall be identified.
- 4.5. General Maintenance Obligations. The Homeowners Association shall maintain the improvements on the Common areas and pay the obligations related thereto, that were required as conditions of Plat approval by the City of Sedro Woolley. These include, but are not limited to, the drainage and storm water facilities, critical/natural areas, trail, street infrastructure and lighting. The Homeowners Association shall file an annual report by January 15 of each year with the City of Sedro Woolley Planning Department specifying the maintenance activities for the previous year, the planned maintenance for the following year and the budget therefore. The report shall include the names, addresses and telephone numbers of the officers of the Homeowners Association. No change in open-space use or dissolution of the Homeowners Association shall occur without a public hearing before the Sedro Woolley Planning Commission or successor body and City approval.
- 4.6. Specific Maintenance Obligations. The Homeowners Association shall maintain and operate the storm water facility and maintain the trail and critical areas as identified as Tract "E" & "G" on the face of Plat of Park Cottages as specified in the following documents: Findings of Fact, Conclusions and Order of the Hearing Examiner, Application No. 1003 dated May 29, 2003; City Staff Report; Mitigated Determination of Nonsignificance dated December 19, 2002; Storm Water Analysis Report and TESC and addendums thereto; Wetland Delineation and Fish & Wildlife Assessment; applicable DOE Storm Water Manual; Geo-Hazard CAO Assessment dated August 29, 2002 and addendums thereto; WDFW Hydraulic Project Approval dated December 5, 2003. A portion of the storm water facility is located in the public right-of-way. The Homeowner's Association shall be responsible for repair of any portion of the public right-of-way which is disturbed or damaged by operation or



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repair and maintenance of the storm water facility, and shall hold harmless the City of Sedro-Woolley therefore.

- 4.7. The Homeowners Association shall maintain the trail until such time as the City of Sedro Woolley elects to open all or any portion of the trail to public use, after which time the obligation of the Homeowner's Association shall cease and the City of Sedro Woolley shall be responsible for the maintenance of the trail.

## 5. ARTICLE 5-HOMEOWNERS ASSOCIATION

- 5.1. Form of Association. The Owners shall constitute the Park Cottages Property Homeowners Association, which will be a nonprofit corporation formed under the laws of the State of Washington, provided, that from and after the formation of such nonprofit corporation, the rights and duties of the Owners and of the Corporation shall continue to be governed by the provisions of this Declaration.
- 5.2. Qualification for Membership. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchasers shall exercise the rights of an Owner for the purposes of the Association, this Declaration and the Bylaws, except as otherwise limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.
- 5.3. Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon transfer of the Lot. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.
- 5.4. Voting Representatives. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in a Lot or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the Lot, except in cases in which the person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney and/or the administrator or executor of an Owner's estate. If no designation has been made or if the designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners. If a Lot is owned by husband and wife and only one of them is at a meeting,



the one who is present will represent the marital community.

5.4.1. Joint Owner Disputes. The vote for a Lot must be cast as a single vote and fractional votes are not allowed. If joint Owners are unable to agree among themselves how their vote shall be cast before the vote is taken, they shall lose their rights to vote on the matter in question.

5.4.2. Pledged Votes. An Owner may, but shall not be obligated to, pledge his/her vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his/her Lot for ninety (90) consecutive days or more, the Owner's mortgagee shall automatically be authorized to state in writing at any time thereafter that the Lot Owner has pledged his or her vote to the Mortgagee on all issues arising after such statement and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

5.4.3. Annual and Special Meetings. There shall be an annual meeting of the Owners in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. Special meetings may be called as allowed for in the Bylaws.

## 6. ARTICLE 6- BUDGET AND ASSESSMENT FOR COMMON EXPENSES

6.1. Fiscal Year, Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. Within thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the charges (including common expenses and special charges for particular Lots and reserves) to be paid during such year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations (including, but not limited to, maintenance of Common Area Facilities), and shall take into account any expected income and any surplus available from the prior year's operating fund. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's assessment), the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions.

6.2. Regular Assessments. Each Owner, by acceptance of a deed to a Lot, whether or not it is stated in the deed, is deemed to covenant and agree to pay to the Association all assessments and charges against the Lot pursuant to the Declaration. The sums required by the Association for common expenses as reflected by the annual budget

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and any supplemental budgets shall be equally assessed to each Lot and its respective Owner, in the ratio that each Lot bears to the number of Lots in the Property.

- 6.3. **Special Assessments.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the written consent of seventy-five percent (75%) of the members of the Homeowners Association.
- 6.4. **Notice of Assessment.** The Association through the Board shall give each Lot Owner not less than 30 days notice of any assessment, before such assessment shall be due.
- 6.5. **Proceeds Belong to Association.** All assessments and other receipts received by the Association shall belong to the Association.
- 6.6. **Failure to Assess.** Any failure of the Board to make the budget and assessments hereunder before the expiration of any fiscal year for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year and the annual assessment amount established for the preceding fiscal year shall continue until a new assessment is prospectively established whether for all or a portion of the year.
- 6.7. **Certificate of Unpaid Assessments.** Upon the request of any Owner or Mortgagee or prospective Mortgagee of a Lot, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to the Lot. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagee's of the Lot who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

## 7. ARTICLE 7-LIEN AND COLLECTION OF ASSESSMENTS

- 7.1. **Assessments are Lien, Priority.** All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot, any sums specifically assessed to any Lot under the authority of this Declaration or the Bylaws and any charge or expense otherwise imposed pursuant to this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments or sums shall be subordinate to tax liens on the Lot in favor of any assessing or special district and, to the extent



permitted by applicable law, shall have priority over all other liens against the Lot.

7.2. Lien May Be Foreclosed. The lien for delinquent assessments may be foreclosed by the Board in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association shall have the power to bid on the Lot at the foreclosure sale and to acquire and hold, lease, encumber and convey the same.

7.3. Assessments Are Personal Obligations. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorney's fees in the event of a delinquency, shall be the joint and several, personal obligations of the Owner and any contract purchaser of the Lot and their grantees when the assessment is made. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

7.4. Late Charges and Interest on Delinquent Assessments. The Board may, from time to time, establish late charges at a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established, non usurious rate, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the due date. If an annual assessment against a Lot is not paid when due, the Board, or its designated representative, may elect to declare all assessments against the Lot to be immediately due and payable.

7.5. Recovery of Attorney's Fees and Costs. In any attempt to collect delinquent assessments, the prevailing party shall be entitled to claim and recover a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law, whether or not litigation is commenced.

7.6. Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them and any other remedies that may be available in law or equity, although not expressed herein, either concurrently or in any order.

7.7. No Avoidance of Assessments. No owner may avoid or escape liability for assessments provided for herein by abandoning his/her Lot.

#### 8. ARTICLE 8-RIGHTS OF THE CITY OF SEDRO WOOLLEY

8.1. Right of City to Act. The City of Sedro Woolley shall have the right, for the benefit of the City and public health, safety and welfare, to operate, maintain, repair or replace the drainage, storm water, water detention/retention, street or other improvements encumbering and/or benefiting the Plat, in the event the Homeowner

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Association shall fail to do so in a competent and/or timely manner. However, the City of Sedro Woolley shall have no duty or obligation to do or refrain from doing any act by virtue of this document.

8.2. Right to Reimbursement. In the event the City of Sedro Woolley shall expend any funds, directly or indirectly, including the cost of its own equipment and employees to perform work described herein, the City shall have a claim against the Homeowners Association and the individual Owners, jointly and severally, for the cost thereof.

8.3. Remedies, Amendment. The rights of the City of Sedro Woolley are cumulative and in addition to all other rights and privileges, and are not in lieu thereof. The Park Cottages Homeowners Association may not change, alter or amend the rights of the City of Sedro Woolley without the express written consent of the City, its assigns or successors in interest.

#### 9. ARTICLE 9 - AMENDMENT

9.1. This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination and revocation or amendment which is signed by not less than seventy-five percent (75%) of the lot owners.

#### 10. ARTICLE 10 - COVENANTS RUNNING WITH THE LAND

10.1. The covenants, conditions, easements and restrictions contained in this declaration shall be deemed to run with the land, shall be a burden and benefit upon the lots and all other portions of the property, shall be binding upon all persons acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns.

#### 11. ARTICLE 11 - NOTICES

11.1. Any notice permitted or required to be delivered under the provisions of this declaration, may be delivered either personally or by mail. If delivery is by mail, such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given in writing by such person to the Association. Notice to a Lot Owner or Owners shall be sufficient if delivered or addressed to the address of the Lot if no other mailing address has been given the Association.

#### 12. ARTICLE 12 - SEVERABILITY

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12.1. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. ARTICLE 13 – INTERPRETATION.

13.1. The provisions of this declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of the property.

14. ARTICLE 14 - EFFECTIVE DATE.

14.1. This declaration shall take effect upon recording with the Skagit County Auditor's Office.

Dated this \_\_\_\_ day of March, 2004.

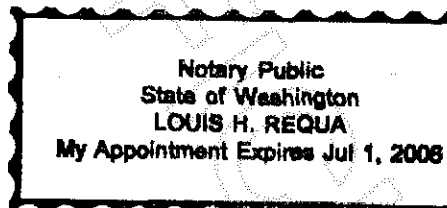
J. ROHI, L.L.C.

Duane Young member  
DUANE YOUNGREN, MEMBER

Tiffany Young member  
TIFFANY YOUNGREN, MEMBER

State of Washington )  
 ) ss  
County of Skagit )

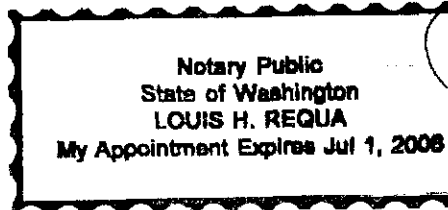
I certify that I know or have satisfactory evidence that DUANE YOUNGREN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER of J. ROHI, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 4-19-04  
Louis H. Regua  
(Signature)  
NOTARY PUBLIC  
Louis H. Regua  
Print Name of Notary  
My appointment expires: 7/1/06

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that TIFFANY YOUNGREN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a MEMBER of J. ROHI, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 4-19-04  
Louis H. Regua  
(Signature)  
NOTARY PUBLIC  
Louis H. Regua  
Print Name of Notary  
My appointment expires: 7/1/06



Exhibit "A"  
Legal Description of Property

That portion of the Southeast Quarter of the Northeast Quarter of Section 13, Township 35 North, Range 4 East of the W.M., described as follows:

Beginning at the intersection of the West line of the County Road and the South line of the Southeast Quarter of the Northeast Quarter;

Thence North 15 Rods more or less, to the Northeast corner of a Tract conveyed to McKain, the true point of beginning of this description;

Thence West along the North line of said McKain Tract 660 feet;

Thence North 330 feet;

Thence East 660 feet, more or less, to the West line of the County Road;

Thence South 330 feet, more or less, to the point is beginning;

EXCEPT any portion thereof lying North of a line that is five rods South of the North line of the South Half of the Southeast Quarter of the Northeast Quarter.

All situated in Skagit County, Washington

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