

RETURN ADDRESS:

Red Tail Flats LLC
1621 Freeway Drive
Suite 206
Mount Vernon, WA 98273



200408090157
Skagit County Auditor

8/9/2004 Page 1 of 19 12:27PM

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein):	
Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Plat of Red Tail Flats	
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:	
n/a 200408090156	
GRANTOR(S) (Last name first, then first name and initials)	
Red Tail Flats LLC	
GRANTEE(S) (Last name first, then first name and initials)	
Public	
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range)	
Portion of SW 1/4 of Sec. 27 Township 35 North, Range 3 East W.M.	
X Additional legal is on Exhibit A of document	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
P34862, 350327-3-002-0015	

**DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS FOR
THE PLAT OF RED TAIL FLATS**

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR THE PLAT OF RED TAIL FLATS (the "Declaration") is made by RED TAIL FLATS LLC ("Declarant") as of this 9 day of August, 2004.

RECITALS

Declarant is the owner of certain real property (the "Property") in Skagit County, Washington, described in the Plat of Red Tail Flats (Skagit County Plat No. PL03-0016), recorded in volume ____ of Plats, pages ____ through ____, records of Skagit County, Washington (the "Plat"), and more fully described on Exhibit A. Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of the Plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, and easements, hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. In this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of a Structure, except wholly interior alterations to a then existing Structure.

1.1.2 "Declarant" shall mean RED TAIL FLATS LLC or such successor or assign as Declarant may designate in writing and recorded in the records of the Auditor of Skagit County.

1.1.3 "Declaration" shall mean this Declaration and Covenants, Conditions, Restrictions, Easements and Reservations for the Plat of RED TAIL FLATS LLC, as it may from time to time be amended.

1.1.4 "Improvement" shall mean any building, fence, wall, driveway, paved walkway, patio, garage, storage shed, carport, mailboxes, basketball hoop, play equipment, climbing apparatus, swimming pool, rockery, dog run or the like.

1.1.5 "Lot" shall mean any legally platted plot of land shown upon the recorded subdivision map of the Property.

1.1.6 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser entitled to beneficial possession.

1.1.7 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.8 "Plat" shall mean the recorded plat of RED TAIL FLATS, Skagit County Plat No. PL03-0016, and any amendments, corrections or addenda thereto subsequently recorded.

1.1.9 "Property" shall mean the land described on Exhibit A and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine, and neuter pronouns shall be used interchangeably.

ARTICLE 2. COMMON AREAS AND EASEMENTS

Section 2.1 Common Property. The following parcels shall be common property which is hereby granted and conveyed to the Lot Owners such that ownership of Lots 1 through 9 includes an equal and undivided ownership interest in, and an equal and undivided responsibility for maintenance of:

2.1.1 Open Space Tracts A and B. Open Space Tracts A and B are wetland tracts subject to a Protected Critical Area Easement pursuant to Skagit County Code 14.24.170 or successor provisions. Any action or use of Open Space Tracts A and B shall comply with County regulations. Maintenance, if any, shall be according to the Maintenance provisions in Section 8 herein. In addition, a twenty-foot (20') easement over Lot 6 in the location shown on the Plat for a private driveway easement, plus continuing twenty feet onto Lot 5 for the sole purpose of maintenance access to Open Space Tract A.

2.1.2 Open Space Tract C. Open Space Tract C is designated as Open Space on the Plat to meet Skagit County requirements. Any action or use of Open Space Tract C shall comply with County regulations. Maintenance, if any, shall be according to the Maintenance provisions in Section 8 herein.

2.1.3 Open Space Detention Tract. The Open Space Detention Tract is a private storm drainage facility requiring maintenance according to the Maintenance provisions in Section 8 herein.

2.1.4 Private Road for Access and Utilities. The Plat indicates a sixty-foot (60') Access & Utility Easement with a cul-de-sac and a turnaround easement on Lots 8 and 9 acting as a private road for ingress, egress, and utilities requiring maintenance according to the Maintenance provisions in Section 8 herein.

2.1.5 Easement for Storm Drainage. A twenty-foot (20') easement over Lot 8 in the location shown on the Plat for conveyance of storm water from the road side ditches to the pond in the Open Space Detention Tract, plus access for maintenance. This easement contains a biofiltration swale requiring maintenance according to the Maintenance provisions in Section 8 herein.

2.1.6 Easement for Access to Storm Drainage Facilities. A twenty-foot (20') easement over Lot 9 in the location shown on the Plat for access to the Open Space Detention Tract and storm water facilities. This easement contains a gravel road requiring maintenance according to the Maintenance provisions in Section 8 herein. In addition, a fifty-foot (50') easement over Lot 9 as shown on the Plat (the east 50' of Lot 9) for storm water outfall facilities and access for maintenance according to Section 8 herein.

2.1.7 Easement for Access. An easement for ingress, egress, and utilities from the Plat to Josh Wilson Road as described in Exhibit A and reserved pursuant to Skagit County recording number 8907240027. The Easement Access Road, also known as Emily Lane, is also used in common by the fee property owners outside the Property over whose property the easement crosses. The Lot Owners (legally called the dominant tenement or dominant estate) are entitled to use the Easement Access Road without interference by the fee property owners whose property the easement crosses (legally called the servient tenement or servient estate).



Section 2.2 Easement for Utilities. Declarant hereby reserves for and grants to the customary public and private utility providers or others as may be authorized by the Lot Owners, an easement under and upon the private road and private access and utility easements as well as the exterior ten feet of all Lots abutting the private road and private driveway easements in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances thereto for the purpose of providing utility services to the Plat, together with the right to enter upon and access the easement area at all times for the purposes stated, with the understanding that the grantees/utility providers shall be responsible for all damage caused to the common property and any Lot Owner by the exercise of the rights and privileges granted herein. No lines or wires for the transmission of electric current or for telephone use or cable television shall be placed upon the property unless the same be underground, in conduit, or overhead, attached to a building. At the completion of any work within said easement area, the service provider shall restore the surface of the easement area to the condition that existed prior to the work being done. No structure, planting or other materials shall be placed or permitted to remain in said easement which may damage or interfere with the installation and / or maintenance of such utilities within said easement area, with the exception of fences along Lot lines.

Section 2.3 Private Access and Utility Easements. Declarant hereby reserves for and grants twenty (20') foot wide easements for ingress, egress, and utilities, in the locations shown on the Plat, to the owner of Lots 1 burdening Lot 2 and to the owner of Lot 5 burdening Lot 6. Lot 1 and Lot 5, respectively, shall maintain the private driveway and drainage located on the easement area. Lots 2 and 6, respectively, may use the easement area as long as there is no undue interference with access and utilities for Lots 1 and 5, respectively. Lots 2 and 6 may use the private driveway for access to Lots 2 and 6, but in that case, Lots 2 and 6 shall contribute to the maintenance of the respective driveway according to their own use. However, if damage or destruction to such a driveway arises from the actions or negligence of a particular Lot Owner or their guests, agents or invitees, it shall be the sole responsibility and cost of said Lot Owner to repair the damage or destruction, in timely manner, upon written request of the other Lot Owner using the affected driveway.

Section 2.4 Septic Drainfield Easements. Declarant hereby reserves for and grants easements for septic lines, septic drainfields, and access for construction and maintenance in the locations shown on the Plat to the owners of Lots 1-8 burdening Lot 9.

ARTICLE 3. CONSTRUCTION ON LOTS AND USE OF LOTS.

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Improvements. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. Notwithstanding anything herein set forth, the Construction of any Improvements shall comply with the more restrictive of either: (i) the terms

and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Architectural Control Committee. There is hereby designated and appointed an Architectural Control Committee ("A.C.C.") consisting of three members. The initial members of the Committee shall be: John Raby, Joanne Pfeil, and Gordon Pfeil.

The Committee may unanimously designate one or more of its members or a third person to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgments vested in the Committee shall be the decision of the Committee. In the event of the death, resignation or other disability of any member of the Committee, the remaining member or members shall have the authority (but not the obligation) to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed on behalf of the Committee. At any time subsequent to five years from the date on which these covenants are recorded, the owners of a majority of the Lots Owners within the properties shall have the authority to remove from office any member or members of the Committee with or without cause and designate a successor or successors.

Section 3.3 Site Preparation. Clearing and grading, including but not limited to the cutting or transplanting of natural vegetation on any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the A.C.C. as provided herein.

Section 3.4 Submission and Approval of Plans. No Improvement shall be Constructed upon a Lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications shall have been submitted to and approved by the A.C.C. as follows prior to the issuance of building permits or construction. At least 30 days before commencing Construction of any Improvement on any Lot, the Owner shall submit to the A.C.C. two complete sets of detailed building plans, including a site plan showing the location of all proposed Improvements (the "Plans"). The A.C.C. may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Improvements or materials used therein. The A.C.C.'s approval or disapproval of Plans shall be made within 30 days of submission of a complete set of plans, shall be in writing, and approval shall be evidenced by written endorsement on such Plans, one copy of which shall be delivered to the owner of the Lot upon which the Improvement is to be Constructed. If the A.C.C. does not approve or disapprove the Plans within 30 days of submission, the Plans shall be deemed approved. The A.C.C.'s approval of any Plans shall not constitute any warranty or representation whatsoever by the A.C.C. or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the A.C.C. or any of them, and their heirs, successors and assigns, of any nature whatsoever, based

upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

Section 3.5 House and Garage Size, Lot Size, Height, and Setbacks.

3.5.1 House and Garage Size. The living area of the main house, exclusive of garages and open porches, shall be not less than 2000 square feet, plus there shall be a garage for a minimum of two cars of at least 400 square feet.

3.5.2 Lot Size. The minimum lot size shall be one acre. Lots 1 through 8, or any portion of these Lots in the Plat shall not be subdivided in any manner. With respect to Lot 9, if the applicable governmental regulations allow subdivision at some time in the future, then Lot 9 may be subdivided in accordance with government regulations. Declarant specifically intends that subdivision of Lot 9 may occur under these covenants, and if subdivision occurs, the new lots shall meet a minimum lot size of one acre, and shall have the same rights and responsibilities under this Declaration as the other Lot Owners with each new Lot having a equal pro rata responsibility with the existing Lots.

3.5.3 Height and Lot Coverage. All buildings shall be no more than 30 feet in total height as defined by the County of Skagit, with no more than 35% maximum lot coverage per County rules.

3.5.4 Building Setbacks. No residence shall be located on any Lot nearer than thirty-five (35) feet to the front lot line along streets within the Plat, provided that corner lots shall observe the minimum setback on both streets. No residence shall be located on any Lot nearer than eight (8) feet to a side lot line. No residence shall be located on any Lot nearer than twenty-five (25) feet to the rear lot line. However, Lot 9 shall be subject to the special building envelope shown on the Plat (unless subdivided). However, County rules shall control.

3.5.5 Minimum Landscaping. Each lot shall install a minimum of 2000 square feet of landscaping as part of Construction of the original residence. The minimum landscaping shall include at least 600 square feet of lawn in the front yard.

3.5.6 Local Codes. All Improvements shall be constructed in accordance with applicable codes. In the event of a conflict between any applicable codes and this Declaration, this Declaration shall govern if in compliance with the applicable codes, otherwise the codes shall govern.

Section 3.6 Construction and Appearance. Unless otherwise approved by the A.C.C., the following design/construction requirements shall apply.



3.6.1 Stick-Built Construction. All dwellings shall be part of a stick-built variety. Mobile homes, manufactured housing and modular homes are not permitted.

3.6.2 Roofing. The roof shall be a composition, concrete tile, metal, or shake roof with a minimum 30-year life expectancy.

3.6.3 Siding. The exterior of each residence shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping of the Red Tail Flats subdivision. All exterior materials and all exterior colors must be approved by the A.C.C. in accordance with the provisions of this article. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the buildings they adjoin. Exterior roof pitches are to be 5/12 pitch or greater.

3.6.4 Entry Walks, Porches and Decks. All front entry walks shall be concrete or masonry, and all decks and wood porches shall be constructed of cedar, pressure-treated materials or other materials acceptable to the A.C.C.

3.6.5 Window Coverings. Curtains, drapes, blinds or valances shall be installed on all windows within ninety (90) days of occupancy. Standard curtain materials or blinds only will be permitted as window covering. At no time are blankets, newspapers, sheets, tarpaper, foil, etc., to be placed in windows.

3.6.6 Variations. Any variation from these design/construction requirements shall be specifically brought to the attention of the A.C.C. as a Request for Variation, and shall require an affirmative approval by the A.C.C. That is, no variation shall be deemed approved for failure to act.

Section 3.7 Use Restrictions.

3.7.1 Residential Use. The Lots shall be used only for single family residential purposes, and only one single family residence and accessory structures shall be constructed on each Lot. The A.C.C. may affirmatively approve (not by default) a limited home based business which shall meet the following requirements:

3.7.1.1 Is carried out exclusively by a member or members of a family residing in the dwelling unit;

3.7.1.2 Is clearly incidental and secondary to the use of the property for dwelling purposes, with the floor area devoted to the home occupation not exceeding 25% of the living area of the dwelling unit;

3.7.1.3 Has no outside storage, no outside signs of any size or type, nor other exterior indication of the home occupation or variation from the residential character of the property and in particular no parking of heavy equipment including, but not limited to, trucks, back hoes, bulldozers, excavators;

3.7.1.4 Does not require the installation of heavy equipment, large power tools or power sources not common to a residential dwelling;

3.7.1.5 Does not create a level of noise, vibration, smoke, dust, odors, heat or glare beyond that which is common to a residential area; and

3.7.1.6 Does not have clients come to the site.

3.7.1.7 Except that a child care business for not more than four children may be approved by the A.C.C. and operated as long as it is operated solely by a member or members of a family residing in the dwelling unit, has no outside sign or storage, and complies with 3.5.1.5.

3.7.1.8 Except the following businesses shall be prohibited without exception: repair of vehicles, boats, equipment, snowmobiles, engines, etc.; construction contractors requiring any storage of equipment or materials on site even in a garage; animal breeding or care.

3.7.1.9 These regulations are similar to current Skagit County Code requirements for Home Based Business I, but in the event of any changes in the Code, the more restrictive of these regulations and County Code shall govern.

3.7.2 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the buildings on the Owner's Lot, as well as the Lot and all other improvements and landscaping, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all maintenance and repair at any time necessary to maintain the appearance and condition of the Improvements and the Lot.

3.7.3 Completion of Construction. Any building erected or placed on any Lot shall be completed as to external appearance within eight months from the date Construction is started, however, with good cause shown, the A.C.C. may extend this term. All other Construction of Improvements and minimum landscaping shall be completed within twelve months. All Lots shall be maintained in a neat and orderly condition during Construction.

3.7.4 Parking. Boats, trailers, motorcycles, trucks (except pickup trucks), motor homes, truck-campers and like equipment shall not be parked or stored on any part of any Lot or on the private road except within the confines of an enclosed garage, storage



port, or behind a screening fence or shrubbery. Provided, however, that such vehicles belonging to guests may occasionally be so parked on the lot, but not longer than fourteen days. No such vehicles shall be parked overnight on the private road or other common property.

3.7.5 Signs. No sign of any kind shall be displayed to the public view on any Lot or Improvement with the exception of 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 professionally made sign by the developer, which must comply with the local sign ordinances. This restriction shall not apply to signs used by the developer, builders, realtors, or agents during the original construction and sales of residences.

3.7.6 Animals.

3.7.6.1 No animals, livestock, horses, reptiles, pigs, or poultry of any kind shall be raised, bred or kept on the property, provided, however, that a limit of two dogs, two cats, and two horses, or two other household pets may be kept on each Lot so long as they are not kept, bred or maintained for any commercial purpose. Provided, however, that Lot 9 may exceed this limitation and keep animals with the affirmative approval of the A.C.C. with particular consideration for impacts on Lots 7 and 8, but no animals shall be kept, bred, or maintained for a commercial purpose.

3.7.6.2 Horses and dogs shall be fenced within a Lot. No Lot Owner shall cause, permit or allow any horse or dog in his custody to roam, run, or be away from the premises of such Owner. All animal enclosures must be kept in a clean, neat and odor-free condition at all times. With respect to Lot 9, this provision shall apply to all animals except cats.

3.7.7 Temporary Structures. No Improvement of a temporary character, such as a trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.7.8 Clothes Lines. No clotheslines, washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any building or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.7.9 Radio and Television Aerials and Satellite Dishes. Exterior antennae shall not be permitted to be placed upon any Lot or on the roof of any structure without A.C.C. approval. This shall include but not be limited to dish antennae or satellite receivers with the exception of an 18-inch diameter or less satellite receiver.

3.7.10 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining residences or roadways.



No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto lots or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat, odorless and sanitary condition.

3.7.11 Offensive Activity. No noxious activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants. Provided, however, that any homebuilder may store construction materials and equipment on a Lot in the normal course of construction or remodeling of that Lot. 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 the A.C.C.

3.7.12 Underground Utilities. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunications purposes nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Property. All Owners shall use underground service wires to connect any building to electric or telephone utility facilities.

3.7.13 Water Supply. No individual water supply system shall be permitted on any Lot.

3.7.14 Damage. Any damage to roads, Plat improvements, fences, landscaping, mailboxes, lights and lighting standards or any other improvement within any common area of the Plat by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such Owner within twelve (12) days from the occurrence of such damage.

3.7.15 Wood Piles. No wood piles shall be located within the front yard setback or otherwise in a location visible from the private road.

3.7.16 Fences. No fence shall exceed six (6) feet in height from the finished lot grade. Designs of all fences must be approved in writing prior to construction by the A.C.C. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restriction as fences. Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three feet above the finished grade at the back of said wall.

3.7.17 Climbing Apparatus or Play Equipment. Play equipment or climbing apparatus may be placed or constructed in a fenced or screened backyard and shall occupy less than 100 square feet of area and if less than 10 feet in height. Other climbing apparatus or play



equipment may be Constructed on any Lot if the Plans for such Improvement have been affirmatively approved in writing by the A.C.C.

3.7.18 Preservation of Protected Critical Wetland Areas. As part of the Red Tail Flats Subdivision significant Critical Wetland Areas have been designated on the face of the plat. These Critical Wetland Areas shall be preserved for the benefit of all residents within the Red Tail Flats project. Lot Owners shall not disturb, destroy or in any way compromise the health or integrity of any trees or vegetation within these designated Critical Wetland Areas or in any area that is designated as a buffer around such areas. No trees within these protected areas shall be removed unless the following occurs: (1) A tree is determined to be a hazard to a Lot Owners life and / or property by the A.C.C. in consultation with a qualified arborist; or (2) The County of Skagit determines that a tree should be removed to mitigate potential damage to life and / or properties within the Red Tail Flats subdivision or properties that are adjacent to the Red Tail Flats subdivision. However, Skagit County rules shall control.

ARTICLE 8. MAINTENANCE COMMITTEE

Section 8.1 Membership. Each owner of all or a portion of the fee interest in a Lot (including Declarant) shall be a member of the Maintenance Committee. Each member shall be entitled to one (1) vote for each Lot wholly owned by said member, and the vote may be cast by a legal representative of the Owner. If a Lot is owned by more than one person, all of the Owners of said Lot shall together be entitled to one vote. If a Lot is owned by more than one person and only one of them is present or represented at a meeting, the one who is present or represented will represent the Owner. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question. A quorum is present throughout any meeting of the Maintenance Committee if the Owners to which fifty percent (50%) of the votes of the Maintenance Committee are allocated are present in person or by written proxy at the beginning of the meeting.

Section 8.2 Responsibilities. The Maintenance Committee shall be responsible for maintenance and repair of all common property on behalf of the Lot Owners. The Maintenance Committee shall act by majority vote. The Maintenance Committee may work out a fair cooperative arrangement between the Owners to share the labor and cost of any materials. The Maintenance Committee also has authority to order that the work be contracted. Before authorizing that the work be contracted, the budgeted cost of the maintenance or repair shall be provided to each Owner in a meeting notice pursuant to Section 8.7 prior to a final vote by the Committee. The actual cost of the work shall be shared equally between the Lot Owners. The Lot Owners shall pay their respective share of the contracted work within 30 days of notice and

request for payment. After becoming 60 days past due, a legal action in small claims court or other proper court may be brought by one or more of the other Lot Owners to recover the amount due plus costs and reasonable attorney fees, if any.

Section 8.3 Maintenance Plan. The common property will likely require the following maintenance:

8.3.1 Private Interior Roads. The private interior roads, specifically the plat road with cul-de-sac and turnaround easement on Lots 8 and 9, should be graded to their original condition annually with gravel added as required.

8.3.2 Storm Drainage System. The drainage ditches, biofiltration swale, detention pond, pond outfall, and detention pond access road shall be maintained according to best management practices to ensure continued functioning as designed.

8.3.3 Open Space Wetland Tracts. Open Space Tracts A and B shall be maintained to preserve the wetlands thereon according to Skagit County requirements.

8.3.4 School Connection. If an access connection is created to the adjacent school, the Maintenance Committee shall be responsible for maintenance.

8.3.5 Easement Access Road. The Easement Access Road refers to the easement for ingress, egress, and utilities from the Plat to Josh Wilson Road as described in Exhibit A and reserved pursuant to Skagit County recording number 8907240027. The Easement Access Road should be graded to its original condition annually with gravel added as required, and the drainage ditches shall be maintained according to best management practices to ensure continued functioning as designed. The Easement Access Road, also known as Emily Lane, is also used in common by the fee property owners outside the Property over whose property the easement crosses. The Maintenance Committee may, but is not required, to seek contribution from the fee owners for the fair share costs of maintenance and repair of the Easement Access Road. The Maintenance Committee may represent the Lot Owners in entering and implementing agreements with the fee owners to complete maintenance and repair of the Easement Access Road and to share in the costs.

Section 8.4 Equal Sharing and Damage. To simplify the maintenance program, the intention is that all costs incurred for maintenance of any part of the road or drainage system will be shared equally by the Lot Owners. In other words, regardless of where a specific repair is performed, the cost is split equally between the parties. Actual usage may not be equal but such differences are not grounds to modify the equal allocations under this Declaration. However, if damage to a common property arises from the actions or negligence of a particular Lot Owner or their guests, agents or invitees, it shall be the sole responsibility and cost of said Lot Owner to repair the damage, in timely manner, upon written request of the Maintenance Committee.

Red Tail Flats CCRs
Rev. 7/7/04



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Skagit County Auditor

Section 8.5 Recurring Costs. The Maintenance Committee shall also be responsible for the ensuring that any recurring costs related to the common property are paid by a Lot Owner and then shared equally between all Lot Owners. This provision will apply to payment of the electric bill for streetlights and any other standard recurring costs that are approved by the Maintenance Committee. The actual costs shall be shared equally between the Lot Owners. The Lot Owners shall pay their respective share of the contracted work within 30 days of notice and request for payment. After becoming 60 days past due, a legal action may be brought by one or more of the other Lot Owners to recover the amount due plus costs and reasonable attorney fees, if any.

Section 8.6 Substantial Improvements. Maintenance and repair shall not include substantial improvements to the common property such as paving, curbs, gutters, sidewalks, and other major upgrades. Substantial improvements to the common property shall require approval of all Lot Owners (100%), and if such approval is given, all Lot Owners shall be responsible for paying their equal share or such other agreed amount. However, one or more Lot Owners may agree to pay for substantial improvements to the common property without contribution by non-consenting Lot Owners, if the Maintenance Committee approves the substantial improvements.

Section 8.7 Meetings and Notices. The Maintenance Committee shall meet at least once a year, and notice of any official meeting (including time, place and agenda) shall be mailed to the mailing address of each Lot Owner or to any other mailing address designated in writing by the Lot Owner. The notice shall be mailed not less than fourteen days nor more than sixty days in advance of any meeting. The Maintenance Committee shall not have the authority to record a lien against a Lot for unpaid charges, except that the Maintenance Committee shall have the authority to record and enforce a judgment lien after a court proceeding.

ARTICLE 9. FAILURE TO INSIST ON STRICT PERFORMANCE NO WAIVER.

The failure of the A.C.C. or the Lot Owners in any instance to insist upon the strict compliance with this Declaration or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Maintenance Committee of payment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the A.C.C. of any requirement shall be effective unless expressed in writing and signed for the A.C.C.

ARTICLE 15. DURATION.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, an initial term expiring December 31, 2019, and

Red Tail Flats CCRs
Rev. 7/7/04



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Skagit County Auditor

thereafter by automatic extension for successive periods of 10 years each unless an instrument signed by two-thirds of the then Owners has been recorded prior to the end of each period agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 16. AMENDMENTS.

Section 16.1 Amendment by Declarant. Declarant reserves the right to amend this Declaration as may be necessary to comply with Federal Home Loan Mortgage Association ("FHLMC"), Federal National Mortgage Association ("FNMA"), Federal Housing Administration ("FHA"), or Veterans Administration ("VA") regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA, FHA or VA.

Section 16.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary to amend this Declaration, then Declarant, on behalf of all Lot owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments which shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 16.3 Amendment by Lot Owners. The Lot Owners may amend this Declaration by an instrument executed by two-thirds of the Lot Owners.

ARTICLE 17. SEVERABILITY.

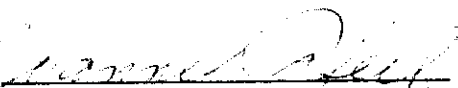
The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 18. EFFECTIVE DATE.

This Declaration shall be effective upon recording.

DECLARANT:

Red Tail Flats LLC, a Washington
limited liability company


By Joanne Pfeil, Managing Member

Red Tail Flats CCRs
Rev. 7/7/04



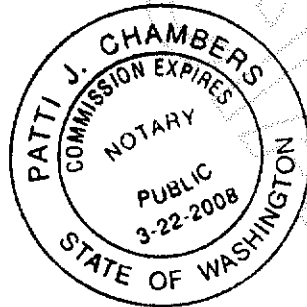
200408090157
Skagit County Auditor

8/9/2004 Page 16 of 19 12:27PM

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOANNE PFEIL, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of RED TAIL FLATS LLC, a Washington limited liability company to be the free and voluntary act of the limited liability company for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27TH day of JULY 2004.



Patti J. Chambers
Print Name: PATTI J. CHAMBERS
NOTARY PUBLIC in and for the State of
Washington residing in MOUNT VERNON
My appointment expires: 3/22/2008



**EXHIBIT A
LEGAL DESCRIPTION**

Red Tail Flats CCRs
Rev. 7/7/04



200408090157
Skagit County Auditor

8/9/2004 Page

18 of

19 12:27PM

Schedule "A-1"

DESCRIPTION:

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Section 27, Township 35 North, Range 3 East, W.M.,

EXCEPT the East 165 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 27,

ALSO EXCEPT the South 660 feet thereof,

ALSO EXCEPT the following described Tracts 1 and 2:

Tract 1:

Beginning at the Southeast corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27;
thence North $0^{\circ}52'50''$ East, along the East line of said subdivision, 660.08 feet to the Northeast corner of Lot 1 as shown on Short Plat filed in Book 8 of Short Plats, page 197, under Auditor's File No. 8912130035, records of Skagit County, Washington, said corner also being the true point of beginning;
thence continue along said East line of said subdivision North $0^{\circ}52'50''$ East, 663.10 feet to the Northeast corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27;
thence North $89^{\circ}46'11''$ West, along the North line of said subdivision, 590.22 feet;
thence South $0^{\circ}52'51''$ West, 665.47 feet to the intersection with the North line of Lot 2 of said Short Plat;
thence North 90° East along the North line of said Short Plat, 590.25 feet to the true point of beginning.

Tract 2:

Beginning at the Southwest corner of said Section 27;
thence North $1^{\circ}36'21''$ East along the West line of said Section 27, a distance of 660.26 feet to the Northwest corner of the South 660.00 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 27, being the true point of beginning;
thence continuing North $1^{\circ}36'21''$ East, a distance of 208.75 feet;
thence North $90^{\circ}00'00''$ East, a distance of 208.75 feet;
thence South $1^{\circ}36'21''$ West, a distance of 208.75 feet to a point on the North line of said South 660 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence North $90^{\circ}00'00''$ West along said South 660 feet to the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, a distance of 208.75 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress and utilities over and across a strip of land 60 feet in width, the centerline of which is described as follows:

Beginning at a point on the South line of said subdivision, which is 667.32 feet East of the Southwest corner of said Section, as measured along the South line thereof;
thence North $1^{\circ}14'30''$ East a distance of 660.16 feet to the North line of the hereinabove described subject property, and the terminus of said line.

Situate in the County of Skagit, State of Washington.



200408090157
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