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Skagit County Auditor

6/16/2005 Page 1 of 21 3:13PM

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Grantors: The Starlight Group LLC, a Washington Limited Liability Company
Grantees: The Starlight Group LLC, a Washington Limited Liability Company
Legal Description: Lots 1 – 5, Robert Egerer Binding Site Plan Burlington 1-99,
AF No. 200005030015
Assessor's Parcel Number: P116704; P116701; P116702; P116703; P116705
Reference No.: 200005030015

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**DECLARATION OF COVENANTS, RESERVATION OF EASEMENTS,
CONDITIONS, RESTRICTIONS OF THE SPECIFIC BINDING
SITE PLAN OF ROBERT EGERER BINDING SITE PLAN BURLINGTON 1-99**

A. RECITALS.

This Declaration is made with reference to the following facts and conditions:

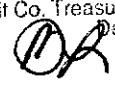
1. The Declarant, The Starlight Group LLC, a Washington Limited Liability Company, whose address is 15946 Mountain Drive, Bow, WA 98232 is the owner in fee simple of the following described real estate property in Skagit County, Washington:

Lots 1-5, Robert Egerer Binding Site Plan Burlington 1-99 recorded under
Skagit County Auditor's File No. 200005030015

("Real Property" or "Specific Binding Site Plan")

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 16 2005

Amount Paid
Skagit Co. Treasurer
By  Deputy

2. Declarant intends to ensure that construction of industrial/commercial development within the Specific Binding Site Plan is in conformance with the covenants, requirements and restrictions, imposed herein; and,

3. Declarant desires to provide for easements and for the means to enforce the rights, covenants, reservations, and easements provided in this Declaration.

B. DECLARATION.

The Declarant hereby certifies and declares that the following conditions, easements, covenants and restrictions shall inure and be binding upon the respective owners of each lot, and further declares that all of the Real Property within the Specific Binding Site Plan described herein is held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, easements, restrictions, conditions and covenants for the purpose of enhancing and protecting the value, desirability and attractiveness of the Specific Binding Site Plan and every part thereof. All of the following limitations, easements, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Real Property or any part thereof.

1. LAND CLASSIFICATION AND DEFINITIONS.

The following words and classifications of land shall have the following meanings under this agreement.

1.1 Annual Charge: The sum of (1) the yearly assessment against the assessable property; (2) the interest on any delinquent charges imposed; (3) the cost of any maintenance or repair work required to be performed by the owner but not so performed and performed instead by the Association; and (4) the cost of enforcing the lien imposed hereunder upon such assessable property.



- 1.2 Association. The nonprofit association organized pursuant to RCW 24. All owners of the Real Property described in Section A.1 shall be members of the Association.
- 1.3 Assessable Property: Each individual lot, together with any easement which may be assessed for taxes by Skagit County or its successor in interest.
- 1.4 Board: Board of Directors, or other governing body of the Association.
- 1.5 Common Improvements. Improvements required to be maintained for the benefit of the owners which shall be owned by the Association and shall include the private roads, any common signage, storm drainage improvements, street lighting, and sewer conveyances and pump station.
- 1.6 Declarant: Declarant is The Starlight Group LLC, a Washington limited liability company, or their successors and any assigns.
- 1.7 Declaration: These declarations of covenants, reservations of easements, conditions, restrictions, of the Specific Binding Site Plan.
- 1.8 Specific Binding Site Plan: The approved binding site plan authorized by Skagit County described as Lots 1 – 5, Robert Egerer Binding Site Plan Burlington 1-99 recorded under Auditor's File No. 200005030015.
- 1.9 Improvements: Improvements shall mean and include, without limitation, buildings, out-buildings, roads, driveways, parking areas, fencing, retaining walls, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, and all other structures or landscaping.



1.10 Owner: Any person, firm or corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of Skagit County, Washington, to the exclusion of any lessor's interest.

1.11 Person: Any individual, firm, corporation, partnership, association, unincorporated association or organization, or political subdivision thereof.

1.12 Real Property: Is the real property subject to these covenants and legally described in paragraph A(1).

2. RESERVATIONS.

2.1 Reservation of Utility Easements: Easements for storm drainage, sewers, water pipes, internet and all other utilities and service (including but not limited to water supply, electricity, gas, telephone, television) are hereby reserved over, under, upon, in and through all existing roadways, easements, and over, under, upon and through certain portions of lots, as shown on the Binding Site Plan map in which to install, lay, construct, repair, renew, operate, maintain and inspect underground pipes, sewers, conduits, cables, wires and all necessary facilities and equipment for the purpose of serving said Real Property, together with the right to enter upon said easement areas, lots, and roads for or pertaining to the aforesaid. This reservation of easement is for the benefit of Declarant and their successors in interest, the city of Burlington, Puget Power, Cascade Gas, Verizon, Comcast Cablevision, Skagit County Public Utility District No. 1, Drainage District No. 14, and any other current or future purveyor of utilities and services that will be serving this Real Property.



- 2.2 Reservation of Easement for Sign to the Declarant and/or Declarant's Successors or Assigns: Easement to locate and maintain a sign at the entrance to the specific binding site plan abutting Burlington Boulevard. The sign shall include the name of the development and any other information that Declarant deems necessary. The easement is reserved over and across 40' x 40' wide strip of Lot 1 with west border Burlington Blvd; south border the north boundary of the 10 foot easement (see attached Exhibit "A").
- 2.3 Reservation of 30' Non-Exclusive Easement for Ingress, Egress and Utilities: Declarant hereby reserves for the benefit of all lots within the specific binding site plan a 30' nonexclusive easement road for ingress, egress and utilities and utility easements depicted on the binding site plan for Robert Egerer Burlington 1-99 recorded under Auditor's File No. 200005030015.
- 2.4 Reservation of 20' Non-Exclusive Access and Utility Easement: Declarant hereby reserves and conveys for the benefit of all lots within the specific binding site plan a 20' access and utility easement set forth and depicted on the binding site plan for Robert Egerer Burlington 1-99 recorded under Auditor's File No. 200005030015.
- 2.5 Reservation of 30' Non-Exclusive Easement for Ingress, Egress and Utilities: Declarant hereby conveys/reserves for the benefit of all lots within the Specific Binding Site Plan a non-exclusive 30' wide easement for ingress, egress and utilities over, under and across the east 15' of Lot 5 and the west 15' of Lot 4 of the binding site plan of Burlington 1-99 recorded under Auditor's File No. 200005030015. The purpose of this easement is for access and allow for the



location of utilities for the benefit of all lots located within the specific binding site plan.

2.6 Reservation of Drainage Easements and the Right to Drain: The Declarant hereby reserves the right to drain all roadways, easement ways and areas over and across any lot or lots, where water might take a natural course after the grading thereof.

Furthermore, the Declarant hereby conveys/reserves a 100' wide non-exclusive easement for storm drainage purposes over and across the east 100' of Lot 3 and Lot 4 of the binding site plan Burlington 1-99 recorded under Auditor's File No. 200005030015 and reserving an easement for drainage purposes over, under and across the north 20' of Lot 2 and Lot 3 of the Specific Binding Site Plan Burlington 1-99 for the benefit of all lots within the Specific Binding Site Plan. The drainage easements include the following improvements, existing detention pond, drainage line, and meandering grass lined swale, all which operate as the part of the overall detention drainage system for the specific binding site plan.

2.7 Sales Office: The Declarant reserves the right to maintain a sales office on a lot to be designed by the Declarant within this binding site plan for the purpose of selling and re-selling lots within this binding site plan; provided that the sales activity shall be limited to the sale or resale of lots within this binding site plan. Declarant reserves the right to place and maintain "for sale" signs on any lot within the said binding site plan as may be prepared and erected by the Declarant.



2.8 Conveyance of Easements: The easements described in Section 2 herein shall be conveyed to the Association upon the formation of the Association. Subsequently, the Association and its members shall be responsible for the maintenance of the drainage system, private roads, and sewer lines. The Association shall be responsible for the drainage system, including maintenance of the swales, which include regular cleaning to remove sediments and replanting of grass and replacement of new rock as necessary to insure effective operation.

3. GENERAL USE RESTRICTIONS AND REQUIREMENTS.

- 3.1 All lots within the Real Property shall be used exclusively for industrial/commercial uses as may be authorized by Skagit County.
- 3.2 All trucks of more than one-ton capacity, and similar vehicles, shall at all times be enclosed in an approved equipment yard.
- 3.3 No firearms, fireworks or explosives shall be discharged within the boundaries of the binding site plan.
- 3.4 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.
- 3.5 Signs may be placed upon any lot of a size approved in accordance with the architectural control committee set forth herein bearing the name of the business. Furthermore, the Declarant is authorized to locate a sign of such size as approved by the Declarant with the name of the industrial park or any other information that the Declarant deems necessary. Furthermore, the Declarant



may display or post signs, billboards and other advertising materials in or about any unsold lots until all lots in the binding site plan have been sold by Declarant.

- 3.6 No lot owner shall deposit or permit the accumulation of any trash, ashes, garbage or other refuse or debris on or about the binding site plan, but shall deposit same in covered trash receptacles.
- 3.7 No outside incinerators or other equipment for the disposal of rubbish, trash, garbage or other waste material shall be used within the binding site plan.
- 3.8 Each lot owner shall keep his lot neat and orderly in appearance, and shall not cause or permit any noxious, odorous or tangible objects which are unsightly in appearance to exist on the premises and maintain the landscaping.
- 3.9 All automobiles and all other permitted vehicles, if kept or parked any lot, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles or vehicles which are in a state of disrepair shall not be kept on any lot, unless enclosed in a garage or otherwise completely hidden from view.
- 3.10 No vehicles are permitted to park on the private roads within the binding site plan.
- 3.11 Owners shall be bound to comply with rules and regulations adopted by the Declarant and/or Association in regard to the use of the private roads.
- 3.12 No adult business such as adult bookstores, adult theatres or other adult commercial business is allowed.
- 3.13 No solid waste disposal facility such as landfills, incinerators or transfer stations are allowed.



3.14 No transitory solid waste facility for the treatment and storage, or collection, including recycle centers are allowed.

4. CONSTRUCTION.

4.1 Time for Completion. Construction of all buildings shall be prosecuted diligently from commencement of work until the exterior is completed and painted and all sanitation and health requirements have been fulfilled. The maximum time limit for the completion of the building shall be twelve (12) months from the date construction commences, which is defined as the date building materials are first delivered to the property. Construction shall not be deemed completed until the lawn (bark or ground cover) and shrubs have been properly seeded and the lot has been cleaned up, rendered free of debris and placed in reasonable condition.

4.2 Construction Requirements. All buildings constructed within this binding site plan are subject to the following provisions and restrictions, to be enforced by either the appropriate County agencies or the Design Review Committee:

- (a) All footing excavations must be inspected by a geotechnical engineer prior to pouring concrete to determine if adequate bearing has been achieved.
- (b) Individual fire sprinkler systems may be required by the fire marshal.
- (c) Provisions shall be made at each construction site to control erosion, such as temporary settling basins, straw bales, seeding, mulching steep slopes and shielding excavations through the use of material such as visquine.



5. DESIGN REVIEW COMMITTEE.

5.1 General. Design review and control shall be accomplished by a Design Review Committee. Initially the Declarant or the designated representatives shall be the Committee until either the Declarant resigns or sells all the lots within the specific binding site plan. No more than three (3) members shall be on the Committee. Members of the Committee shall be designated in writing. The Declarant and/or the Association may charge a fee to lot owners in order to administer the cost of reviewing plans. No building, signage, landscaping or fencing shall be erected, placed or altered on any lot until the plans, specifications showing the location of the structures and landscape plans have been approved by the Committee as to the quality of materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation.

5.2 Approval/Disapproval. The Committee shall approve or disapprove plans, specifications, and details, including specified color finish, within thirty-five (35) days following receipt. Plans, specifications and details which are not approved or disapproved within thirty-five (35) days shall be deemed approved as submitted. Two (2) sets of plans, specifications, and details, including exterior color finish must be submitted or a set for each member of the Committee if requested by the Committee. One (1) such set shall be returned to the person submitting them with the approval or disapproval endorsed on them. The other copy shall be retained by the Committee for its permanent files.

The Committee shall have the right to disapprove any plans, specifications or details in the event the same are not in accordance with the



200506160159

Skagit County Auditor

provisions of this Declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, if the plans and specifications are incomplete, or in the event the Committee decides that the plans, specifications, details or any part of them are contrary to the interest, welfare or rights of any owner or owners. The decisions of the Committee shall be final.

- 5.3 Conditional Approval. Any approval by the Committee may be conditioned upon compliance by the applicant with any reasonable condition which it deems appropriate, including, but not limited to, the posting of bonds or other acceptable security to secure performance by the applicant in accordance with the plans and specifications being approved.
- 5.4 No Liability. Neither Declarant, the Committee, any member or representative of the Committee, or any person who succeeds any of those persons or entities shall be liable to any party for any action or for any failure to act in regard to the provisions of this Declaration, including any claim to damage to persons or property arising out of contract or tort, and any person submitting plans, specifications or details to the Design Review Committee expressly waives any claim for damages or compensation arising from breach of contract or negligence, except any claim which alleges that the Committee, its successor, or their members have proceeded in bad faith or with malice.
- 5.5 Successors. After the Declarant has resigned or sold all lots, the owners of not less than sixty percent (60%) of the lots may appoint, in accordance with its By-



Laws, successor members to the Committee, who shall thereafter exercise its powers.

6. NONPROFIT ASSOCIATION.

The Declarant shall form a nonprofit association to include as members all purchasers of any lot within this specific binding site plan. This organization shall be a non-profit corporation under Title 24 of the Revised Code of Washington, and shall be known as "Starlight Industrial Association."

6.1 Purpose. Among the objectives and purposes of the Association shall be the furtherance and promotion of the common welfare of the purchasers of any lot, tract or parcel; the regulation, use, care, construction, operations, repair and maintenance and preservation of the private roads, street lighting, sewer lines and pump station, storm drainage improvements, and easements in this binding site plan for which there is a private maintenance obligation to be shared in common by Association members according to the terms hereof; and the regulations, maintenance and repair of facilities thereon, and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being and protection and benefit of the members and their property in this Specific Binding Site Plan, including but not limited to the operation and maintenance of and use of easements held or controlled by the Association.

6.2 Creation and Transfer of Control. The Association shall be organized at the instance of the Declarant, and each purchaser of a lot created from the real property shall be a member in the Association. The Declarant shall designate



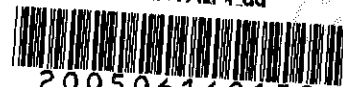
and appoint a Board of Directors of the Association. The Declarant shall manage and control until such time as the Declarant has sold one hundred percent (100%) of the lots in this binding site plan. When one hundred percent (100%) of the lots in this binding site plan have been sold, the control of the Association shall be turned over to the members, and the members may elect from its number at large, as provided in the Articles of Incorporation and By-Laws the Board of Directors. The Declarant, at its option, may at any time sooner turn over control to the Association.

6.3 Conveyances. The Declarant shall transfer and convey by deed all common easements to the Association subject to the reservations impressed upon these easements by this Declaration. This conveyance shall be made after the Association has been created. At such time as the Declarant conveys the easements for the sewage disposal system, storm drainage systems, roads to the Association, the Association shall thereafter be responsible for the maintenance and upkeep of the roads, drainage systems, sewage disposal system, easements and other improvements retained by easement.

6.4 Assessments and Liens.

(a) Authority. The Association shall be empowered to establish and collect dues and assessments upon lots in this binding site plan for the common benefit of such lots.

(b) Objects. The objects for which dues and assessments may be made and collected for include maintenance of the private roads, street lights, private storm drainage system, private sewer system, insurance, and any other



200506160159
Skagit County Auditor

common improvements established for or for any other common purpose, as determined pursuant to the Articles and By-Laws of the Association.

- (c) Personal Obligation and Lien Foreclosure. Such assessments shall constitute a personal obligation of any lot owner of record on the due date thereof, and shall also constitute a lien on the lot assessed. Such lien may be foreclosed by the Association in the same form and manner of procedure as the foreclosure of real property mortgage liens under the laws of the State of Washington.
- (d) Amounts Included. Each owner and each party hereinafter owning or claiming an interest in one or more lots agrees that in the event of such a foreclosure action, the owner or party will pay the Association's expenses of title examination and insurance, penalties, cost of recording and releasing the lien, the cost of attorney's fees incurred by the Association, and court costs. Interest at twelve percent (12%) per annum beginning on the due date of the assessment shall be included along with the amount of delinquent assessment in the judgment of foreclosure of such lien.
- (e) Manner of Assessment. One annual assessment shall be collected per one acre of property owned among the lots, as set forth in the By-Laws of the Association. For example, an owner of a two-acre parcel shall pay two annual assessments, one per each acre owned.
- (f) Other Liens and Foreclosure Actions. The method and manner provided for foreclosure of liens in this paragraph shall pertain to all liens referred to in these covenants. Priority of any mortgage liens placed upon any of said lots



200506160159
Skagit County Auditor

shall be determined from the date of recordation, subordinate to any liens imposed pursuant to this Declaration recorded prior to the mortgage.

6.5 Establishment and Assessment of Charges. For the purpose of providing funds for uses specified herein, the Board shall for each year, commencing at the earliest, upon approval of the binding site plan, fix and assess a yearly assessment against the assessable property. The assessment shall be equal to a certain number of dollars and cents per individual lot recorded on the binding site plan, except that any unsold lot in the Declarant's initial inventory of lots shall not be assessed the annual assessment until the individual lot is sold.

6.6 Annual Statement. As soon as shall be practicable in each year, the Association shall send a written statement to each owner providing the number of dollars and cents assessed by the Board as the yearly assessment for the year in question, stated in terms of the total sum due and owing as the annual charge. The Association may, however, in its sole discretion determine to bill the annual charge in monthly installments, with or without a service charge as the Association may determine.

6.7 Penalty on Delinquent Assessment. If an owner shall fail to pay any installment of the annual charge within thirty (30) days from the date of issuance of the statement therefor, the same shall be deemed delinquent and will bear a penalty to be determined by the Association.

6.8 Delinquency for More than Ninety (90) Days. If the owner of any assessable lot shall fail to pay the annual charge or any installment therefor within ninety (90) days following the date of issuance of the statement therefor, the Association



shall have the right to sue such owner for a personal judgment and, in addition, shall have the right to enforce the lien, hereinafter imposed. The amount due by such owner shall include the unpaid annual charge or installment thereof as well as the cost of such proceedings, accrued interest, including reasonable attorneys' fees, and the aforesaid penalty.

- 6.9 Rules and Procedures for Billing and Collecting Assessments. The Board shall have power and authority to adopt rules and procedures respecting the billing and collection of the annual charges, which shall be binding on all the owners.
- 6.10 Increase in Assessments. The amount of the initial assessment against each lot shall be increased or decreased for any period by the affirmative vote of at least fifty one percent (51%) of the voting members of the Association; represented in person or by proxy and entitled to vote, at a meeting, annual or special, called for such purpose.
- 6.11 Application of Assessment. The Association shall apply all funds received by it pursuant to these restrictions in the order stated:
- (a) Administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described in these Articles;
 - (b) The promotion of the health, safety, enjoyment and welfare of the users of the common easements, and the enhancement of the values of the property by means of construction, repair, maintenance, operation and administration of the common easements and common improvements, including, but not limited to, the payment of taxes and insurance premiums on the common easements.



(c) The service, repair, maintenance or replacement of any and all improvements, but not limited to roads and private drainage system and any other common improvements belonging to the Association.

6.12 Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surpluses to the reduction of the amount of the annual charge in any year.

7. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER.

No violation or breach of any restriction, covenants or condition contained in this Declaration or any supplemental Declaration, and no action to enforce the same shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however, take subject to this Declaration and any supplemental Declaration.

8. ENFORCEMENT.

The Association, the Declarant and each lot purchaser shall have the right to enforce, by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, except that the imposition of liens and collection of unpaid assessments shall only be enforced by the Declarant and/or Association. Failure of the Association, the Declarant or any lot owner or contract purchaser to enforce any covenant or restriction in this Declaration shall not be deemed a waiver of the right to do so thereafter. The prevailing parties in any litigation involving the enforcement of these covenants shall be awarded a reasonable attorney's fee and court costs.



9. GRANTEE'S ACCEPTANCE.

The grantee of any lot subject to the coverage of these Declarations, by acceptance of a deed conveying title thereof, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Declarations and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance, shall for himself, his heirs, personal representative, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the subdivision, to keep, observe, comply with and perform said Declarations and agreements.

Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership and occupancy attendant to such lot, including but not limited to its proximity to streams or other water courses.

10. AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

The covenants and restrictions of this Declaration shall run with and shall be binding on the Real Property and shall inure to the benefit of and be enforced by the Association, the Declarant, the owners or contract purchasers of any lots subject to any Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) days from the date of this Declaration as recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating these covenants is signed by the President and Secretary of the Board of Directors authorized by not less than eighty percent (80%) of the property owners or contract purchasers, which instrument shall then be filed for record with the Whatcom County Auditor's office. These covenants and restrictions may be amended by the Declarant until such times as he sells all



200506160159
Skagit County Auditor

lots or an instrument signed by the owners or contract purchasers then owning eighty percent (80%) of the property subject to this Declaration. An amendment shall take effect upon approval as provided herein and when it has been recorded with the Whatcom County Auditor's Office.

All easements set forth in Section 10 herein shall not be extinguished nor can any amendment to the covenants extinguish, modify, or amend the easement set forth in Section 2.

11. SEVERABILITY.

In the event that any of these covenants, conditions and restrictions is determined by judgment or court order to be invalid, the remaining portion or portions of this Declaration shall in no way be affected.

12. PARAGRAPH HEADINGS.

The paragraph headings in this instrument are for convenience only and shall not be considered in construing this Declaration.

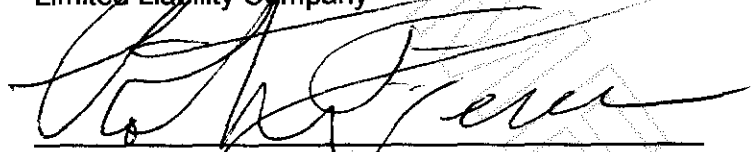
13. NO WAIVER.

Failure to enforce any restriction, covenant or condition in this Declaration or any supplemental Declaration shall not operate as a waiver of any such restriction, covenant or condition or of any other restriction, covenant or condition.

DATED THIS 10th day of June, 2005.

DECLARANT:

THE STARLIGHT GROUP LLC, a Washington
Limited Liability Company



Robert Egerer, Manager



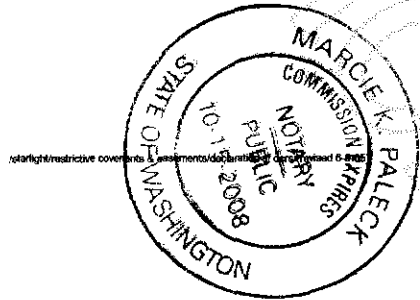
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Skagit County Auditor

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

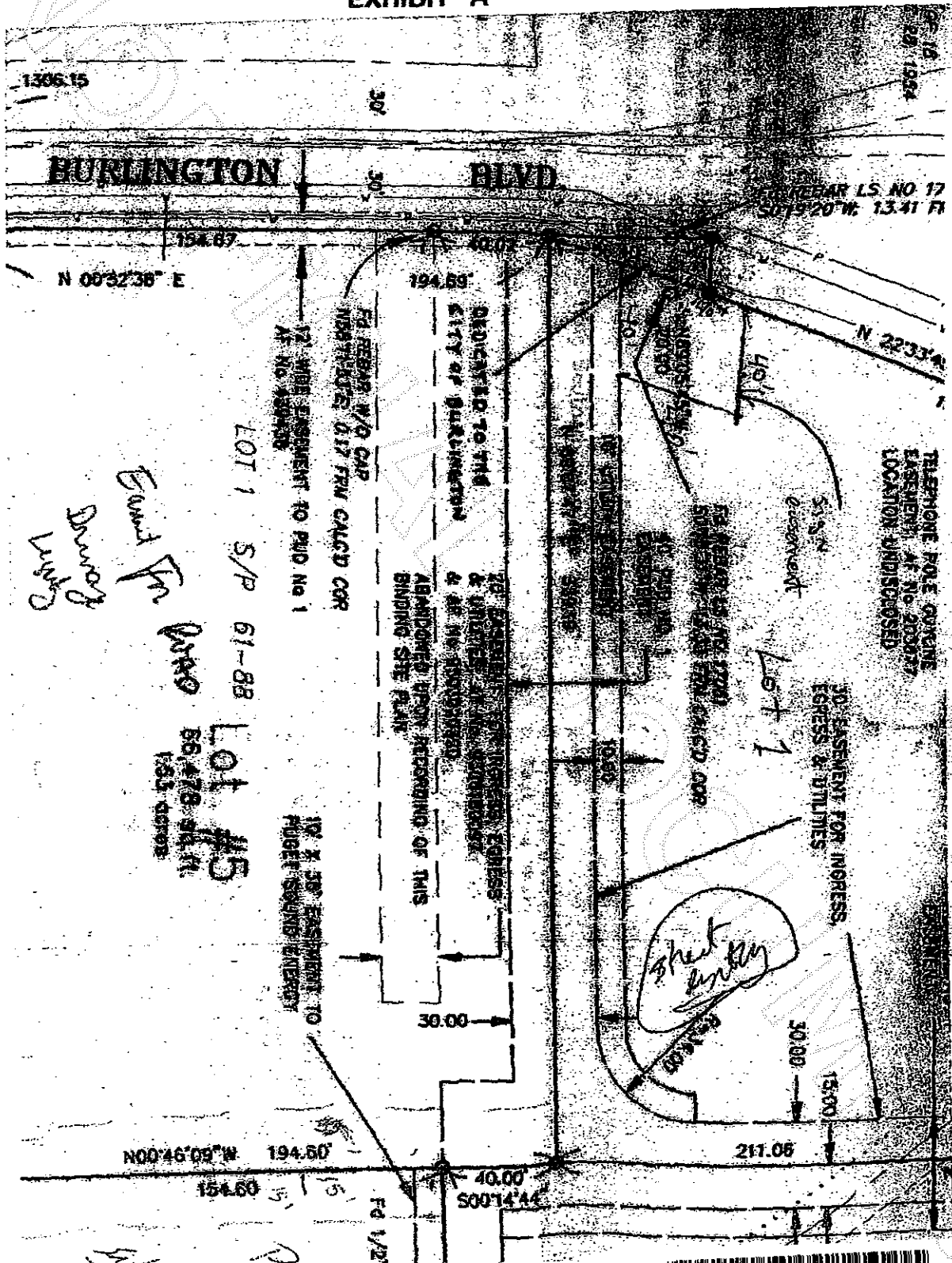
I certify that I know or have satisfactory evidence that **Robert Egerer** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Manager of The Starlight Group LLC**, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 10 2005 Marcie Paleck
 NOTARY PUBLIC, in and for the State of Washington, residing at: Mount Vernon
 Printed Name: MARCIE K. PALECK
 My Commission expires: October 15 2008



MARCIE K. PALECK

EXHIBIT "A"



200506160159
Skagit County Auditor