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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION is made and executed effective JUNE 24, 2005 by

KENGROUP, LLC, a Washington limited liability company, the owner of the following described real property which is the subject hereof, located in Skagit County, Washington:

The South 400 feet of the West 138 feet of all of the following described property:

The East 33 feet of the West $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 35 North, Range 4 East, W.M.

EXCEPT County road right of way, commonly known as Cook Road.

- A. The Declarants do hereby establish of record a maintenance agreement for roads created or maintained pursuant to the easements as established by and shown on the Plat. These easements benefit the present and future owners of the five lots contained within the Plat.
- B. The Declarants do hereby further establish of record a maintenance agreement for the stormwater detention facility ("Facility") created or maintained pursuant to the Plat. This declaration shall benefit the present and future owners of the five lots contained within the Plat, as well as the City.

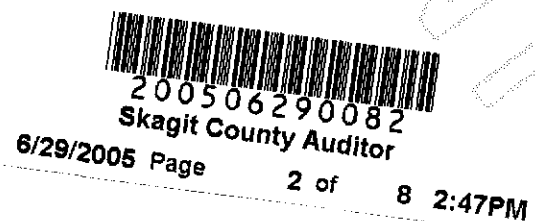
IT IS FURTHER DECLARED AND AGREED AS FOLLOWS:

1. The provisions and requirements of the Plat shall be fully incorporated herein by reference, to the extent the same are not inconsistent with the provisions of this Declaration.
2. For purposes of this Declaration, the following definitions shall apply:
 - a. The term "maintenance" as it relates to the Facility shall include the costs of carrying out the maintenance activities that are set forth in the attached O & M Manual, as well as any other maintenance, repair, or restoration that is unanimously agreed to amongst the lot owners, with the approval of the City.

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- b. The term "maintenance" as it relates to either or both of the roads shall mean keeping the roads open and free of obstructions; repair of potholes or other restoration of the roadway surfaces to their approximate original condition; removing brush, trees, or other vegetation which may encroach onto the roadways; cleaning or restoring ditches, culverts, or other drainage systems such that runoff does not undermine or erode the roadways; repairing or replacing such gates, fences or other access control devices as may be installed; and other tasks appropriate to keeping the roadways open and available to the lots benefitted thereby.
- c. The term "Plat" shall mean the Plat that is the subject of this Declaration, encompassing the property described above and known as Plat No. SW05-2517, approved 6/27/05, and recorded under Skagit County Auditor's File No. 200506290091.
- d. The term "lot owner" shall mean all persons holding a legal or beneficial ownership interest in any of the lots contained within the Plat. "Lot owner" shall not include persons holding non-ownership interests in a lot, such as security interests, easements, etc. If a lot is owned jointly by more than one person, such ownership shall be treated as a single ownership for purposes of this Declaration.
- e. The term "City" shall refer to the City of Sedro-Woolley, a Washington municipal corporation.
3. For purposes of this Declaration, there are two private roads which serve the lots within the Plat, as follows:
- a. Road A shall be defined as the road intersecting with Klinger Street, and running in an easterly-westerly direction between Lots 1,2 and 3, and continuing in a northerly-southerly direction to its termination on Lot 2.
- b. Road B shall be defined as the road intersecting with Klinger Street, and running in an easterly-westerly direction between Lots 4 and 5.
4. Responsibility for maintenance, including the costs thereof, of the various roads shall be allocated as follows:
- a. Responsibility for Road A shall be shared equally by the owners of Lots 1, 2 and 3.

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- b. Responsibility for Road B shall be shared equally by the owners of Lots 4 and 5.
5. The design features and specifications of the Facility are set forth in the attached O & M Manual, which is fully incorporated herein by reference. The provisions of the said O & M Manual shall dictate the nature and frequency of Facility maintenance that shall be required.
 6. All expenses and responsibility for maintenance of the Facility shall be shared equally amongst the owners of the lots within the Plat.
 7. No improvements or modifications to the road(s) or to the Facility, apart from regular maintenance as set forth herein, shall be made by any person without the written approval of all of the lot owners and by the City. No significant repair or maintenance expense concerning the road(s) or Facility shall be incurred, nor shall commitments (contractual or otherwise) be made to third parties, without the consent of all of the lot owners, provided that such consent shall not be unreasonably withheld.
 8. The lot owners shall meet at least annually to determine the nature and extent of any repairs or maintenance required to be performed to the road(s) and/or Facility. Lot owners not participating in such meeting(s) will be deemed to have waived their voting rights for the meeting(s) in which they did not participate, and their lots will not be counted with respect to voting at such meeting(s). Lot owners may participate in such meetings by proxy, mail, telephone, or other appropriate manner as unanimously agreed to by the remaining lot owners.
 9. All lots in the Plat are subject to their share of the expenses of maintaining or repairing the road benefitting such lots, as well as the Facility, whether or not the owners thereof consented to a particular expense or action in connection therewith. Each lot shall be subject to the imposition of a lien for that lot's share of an expense or expenses incurred in connection with the road and/or Facility, such lien to be placed of record and foreclosed in the manner provided by law for the foreclosure of mechanic's or materialman's liens. No lien shall be placed of record until a period of 30 days has elapsed following the mailing of a demand for payment by registered or certified mail, return receipt requested, to each lot owner who has failed to pay his or her share. Only one copy of the demand need be mailed, and shall be sent to the relevant lot owner(s) at the address to which that lot's County property tax statements are sent. The costs of placing the lien of record and enforcing the same, including reasonable attorney's fees, shall be added to the amounts due thereunder.
 10. Notwithstanding any other provisions of this Declaration, any damage to the road(s) and/or Facility resulting from any action or omission of any of the owners of property in

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the Plat, including actions or omissions of such party's agents, invitees, guests, servants or employees, shall be repaired at that party's sole cost and expense. If such party fails to take appropriate action, within a reasonable time, then the remaining lot owners may do so and in that event the provisions of paragraph 9 above concerning the imposition of a lien shall apply.

11. The provisions set forth herein shall touch, concern, and run with the land. Any or all of the lot owners subject to the provisions of this Declaration, as well as the City, are specifically given the right to enforce this Declaration via any proceedings, whether sounding in law, in equity, or some combination thereof, against any person or persons violating or threatening to violate any of the provisions herein set forth, and to recover from such person(s) any damages suffered by them and resulting from such violation(s). If any legal action or proceeding is brought arising from this Declaration or the duties or obligations imposed herein, including but not limited to the imposition and/or enforcement of a lien as set forth in paragraph 9 above, then the prevailing party in such action or proceeding shall be entitled to its reasonable attorney's fees and costs, including costs and fees incurred in arbitration and/or appeal.
12. The City shall have the right, for the benefit of the City and the public health, safety and welfare, to operate, maintain, repair or replace the road(s) and/or Facility, in the event the lot owners shall fail to do so in a competent and/or timely manner. However, the City shall have no duty or obligation to do or refrain from doing any act by virtue of this Declaration. In the event the City employees do perform work as described herein, the lot owners, jointly and severally, shall promptly reimburse the City therefor. Such obligation(s) to the City may be enforced through the imposition of a lien or liens as set forth in paragraph 9 hereof. The rights of the City as set forth in this Declaration are cumulative and are in addition to, and not in lieu of, all other rights and privileges held by the City.
13. No waiver of a breach of any of the provisions hereof shall be construed as a waiver of any other breach of the same, nor shall failure to enforce or insist on the strict compliance with any of the provisions of this Declaration, either by forfeiture or otherwise, be construed as a waiver of that or any other provision herein set forth. The provisions herein set forth are to be construed as separate and independent of one another. The plural or singular forms of terms used in this Declaration are to be applied when the context requires it.
14. The provisions of this Declaration are to be perpetual in nature and cannot be modified or abrogated except by the unanimous written and acknowledged consent of all of the lot owners subject hereto and the City. This Declaration shall be binding upon all present and future lot owners, and their heirs, successors and assigns, and all persons claiming under or through them, for the benefit of all future lot owners. This Declaration shall be fully

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enforceable against each lot that is the subject hereof as it is presently constituted, and shall in addition apply equally to all portions of each such lot in the event such lot is subdivided, partitioned or otherwise physically divided, and shall further fully apply to any property adjacent to any lot in the Plat coming into common ownership with any such lot.

EXECUTED effective on the date first set forth above.

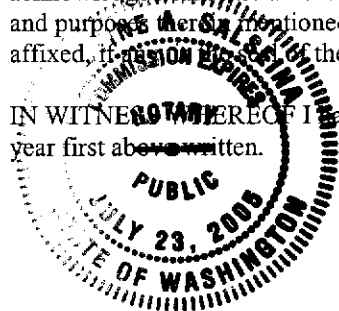
KENGROUP, LLC, Declarant

By: Ronald A Kennedy
RONALD KENNEDY, Member

STATE OF WASHINGTON)
)
) :ss
COUNTY OF SKAGIT)

On this 24th day of June, 2005, before me personally appeared Ronald Kennedy, to me known to be a member of Kengroup, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, of the said limited liability company.

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



Christine A Sabina
NOTARY PUBLIC in and for the State of
Washington, residing at Skagit Co
My commission expires: 7/23/08
Name: Christine A Sabina

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WILLOW WAY STORMWATER FACILITY O & M MANUAL

The purpose of this O & M Manual is to ensure that the stormwater drainage facilities as designed and constructed for the 4 lots of WILLOW WAY remain in proper operating condition.

Exhibit "A" shows the layout of the lots for Willow Way. This exhibit shows the layout of the swales for collecting the stormwater and the swales for infiltration of the stormwater.

The swale between Lots 4 and 5 actually is the paved driveway for the two buildings. The driveway slopes to the west directing collected stormwater to the bio-swale along the west end of Lots 4 and 5. This bio-swale is sloped at 0.6% to the south to direct the stormwater to the infiltration swale along the south side of Lot 4. Water in excess of the infiltration rate of the swale overflows the berm at the east end of the infiltration swale and flows into the overflow swale along the west side of Klinger Street.

Since Lot 2 had an existing residence at the time of platting WILLOW WAY, the stormwater facilities for WILLOW WAY did not need to include Lot 2.

The driveway swale between Lots 1 and 3 collects runoff and directs it west to a bio-swale on the west end of Lot 1. This bio-swale slopes to the south to direct the flow to the infiltration swale along the south side of Lot 1. As with the north infiltration swale, water in excess of the infiltration rate of this swale overflows the berm at the east end of the infiltration swale into the overflow ditch on the east side of Klinger Street.

This overflow ditch on the west side of Klinger Street directs water into the stormwater pipe system in Cook Road.

The first maintenance procedure for the stormwater system for WILLOW WAY is to make sure the bio-swales on the west end of lots 1, 4 and 5 remain free of debris which may impede stormwater flow. The reason these swales are called bio-swales is that the grass in the swale removes floating oil and assists in sedimentation of silt in the stormwater.

The second maintenance procedure is to make sure the infiltration swales on the south side of Lots 1 and 4 are not filled in for any reason. These infiltration swales were designed to hold a certain amount of water. This volume is to remain the same as designed and constructed. The volume in these infiltration swales is the volume of water designed to infiltrate into the ground.



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Exhibit "A" includes the details of the overflow berm. This berm is to be maintained at the 1.20 foot (1 foot, 2 ½ inches) height as shown on the detail.

The original design depth and side slopes of the bio and infiltration swales are also included on Exhibit "A". These are the depths and side slopes at which the swales are to be kept. As silt builds up in these swales, the silt is to be removed.



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