

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Pauline Nelson
P.O. Box 95
Burlington, WA 98233



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Skagit County Auditor

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COVENANTS CONDITIONS AND RESTRICTIONS

Grantor (s) J & J NELSON PROPERTIES, LLC, a Washington limited liability company
P NELSON PROPERTIES, LLC, a Washington limited liability company
PAULINE NELSON, a single woman
Grantee (s) J & J NELSON PROPERTIES, LLC, a Washington limited liability company
P NELSON PROPERTIES, LLC, a Washington limited liability company
PAULINE NELSON, a single woman

Additional Grantor(s) on page(s)

Additional Lot Owner(s) on page(s)

Abbreviated Legal: Lots A, B & D SP 5-72; Lots 1-4 SP 8-90

Additional Legal on page(s)

Assessor's Tax Parcel No's: P114165; P114166; P114167; P114168; P114169; P62267;
P62266

THIS AGREEMENT is entered into between, J & J NELSON PROPERTIES, LLC, a Washington limited liability company; P NELSON PROPERTIES, LLC, a Washington limited liability company; and PAULINE NELSON, a single woman (collectively referred to herein as "Lot Owners"). The Lot Owners are the owners of that certain real property located in Skagit County, Washington, which is more particularly described in the attached Exhibit "A".

In consideration of the mutual promises and covenants herein Lot Owners hereby agree as follows:

I. DESCRIPTION OF AGREEMENT AND COVENANTS, CONDITIONS & RESTRICTIONS

- 1) This agreement establishes covenants, conditions and restrictions for the properties owned by the Lot Owners and also establishes cost sharing for a common access road shared by

Covenants, Conditions & Restrictions
Road Cost Sharing Agreement

the Lot Owners, which access road is commonly known as Nelson Lane and is more particularly described in the attached Exhibit B. The access road may hereinafter be referred to as the "Road".

- 2) The intent of the parties in executing this Agreement and Covenants, Conditions & Restrictions is to provide for contribution for maintenance and repair of the road and to provide for certain controls over the Lot Owners' properties.

II. AGREEMENT AND COVENANTS, CONDITIONS & RESTRICTIONS ARE APPURTENANT

The Lot Owners agree and declare that all of the above described lands are, and will be, held, sold and conveyed subject to and burdened by the following agreements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, and that this document shall be binding upon all parties having or acquiring any right, title or interest in the above described lands or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as covenants running with the land.

III. OBLIGATION FOR COST SHARING FOR ROAD

- 1) Decisions Concerning Maintenance. Any decision to take action to maintain the Road must be approved by a written, majority of the Eligible Votes, as defined herein. The written record of the vote shall be signed by those persons representing a majority of the Eligible Votes. There shall be a total of sixteen (16) Eligible Votes. The Lot Owners shall have one vote for each share allocated to the Lot Owner in Section 2 below. If a Lot is owned by more than one person, the vote for that Lot shall be cast by them in such manner as they determine among the owners of the Lot.
- 2) Allocation of Costs. Any costs incurred in performing properly approved maintenance to the Road shall be divided into sixteen (16) equal shares, with the shares being allocated as follows: one share to Skagit County Assessor's Parcel Number P14165, one share to P14166, two shares to P14167, two shares to P14168, two shares to P14169, six shares to P62266 and two shares to P62267.
- 3) Subdivision. In the event any Lot Owner or their successors subdivides their property, then, following said subdivision, the owners of the newly created lots shall share the vote(s) and costs previously allocated to the original lot and the vote(s) for such newly created lots shall be cast by the owners of the newly created lots in such manner as they determine. If the owners of the newly created lots are unable to reach mutual agreement with respect to how their vote(s) shall be shared, then their vote shall not count. If the owners of the newly created lots are unable to reach mutual agreement with respect to how



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to share the costs allocated to the original lot, then each owner of a new lot shall be jointly and severally liable for the full share of costs allocated to the original lot.

- 4) Damage to Road. In the event that a Lot Owner causes identifiable damage to the Road (for example: through the installation of utilities or other improvements, or through the use of heavy equipment or abuse of the road), then that Lot Owner shall, as soon as is reasonably possible, immediately restore the Road to as good or better condition as it was in prior to the damage by the Lot Owner. If the Lot Owner does not reasonably comply with the provisions of this Section within ninety (90) days of receipt of a written demand to repair such damage, then the other Lot Owners, after majority approval of the Eligible Votes, shall have the right to repair the damage and to assess a lien against the Lot Owner's Lot(s) for the full cost of the repair.

IV. RESTRICTIONS ON PARKING

The Lot Owners covenant and agree that all Lot Owners shall take all such actions as are necessary to provide for the following:

- i) Types of Vehicles. Parking of recreational vehicles, boats, trucks, trailers or other such items shall be prohibited anywhere on the Lot Owner's property or Nelson Lane, unless such vehicle is concealed in a fully enclosed, permanent garage.
- ii) Number of Vehicles. Parking anywhere on the Lot Owner's property of more than (3) three vehicles per dwelling unit shall be prohibited.
- iii) Use/Repair of Vehicles. Parking anywhere on the Lot Owner's property of any vehicle that does not have current license tabs and registration or that is not capable of immediately moving under its own power for any period of time in excess of seven (7) days shall be prohibited. No repair, maintenance or body work may be conducted on any vehicle, boat, trailer or other such object anywhere on a Lot Owner's property unless such vehicle and work is concealed in a fully enclosed, permanent garage.
- iv) Parking on Nelson Lane. Parking shall not be allowed for any period of time anywhere on Nelson Lane.

V. ENFORCEMENT

- 1) Authorization of Lien; Personal Obligation. Each Lot Owner and each subsequent owner of any lot within the described subject property, by virtue of this Agreement and Covenants, Conditions & Restrictions, or a subsequent acceptance of a deed therefor,



whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of maintenance and repairs to the Road as provided herein by means of the assessments as may be established by the majority vote of the Eligible Votes and to comply with the Covenants, Conditions & Restrictions set forth herein. Each Covenant, Condition & Restriction, and each assessment, together with interest, costs and reasonable attorney's fees required for any enforcement, shall also be a personal obligation of the person(s) who was/were the owner(s) of such Lot(s) at the time the assessment fell due. In addition, any Lot Owner who is the prevailing party in any litigation against a defaulting Lot Owner, shall have the right to assess a lien against the defaulting Lot Owner for any and all sums, including attorney's fees, incurred by a Lot Owner in enforcing the Covenants, Conditions & Restrictions and agreement set forth in this document, if the defaulting Lot Owner has not cured any default in these Covenants, Conditions & Restrictions and agreements herein after thirty (30) days written notice.

- 2) Priority of Lien for Assessments. All sums expressed as against any Lot pursuant to this Agreement and Covenants, Conditions & Restrictions, together with interest, costs and reasonable attorney's fees, as provided herein, shall be a charge upon the land and shall be a continuing lien upon the subject Lot. The lien shall be for the benefit of the contributing Lot Owners for the project giving rise to the lien or for the benefit of a Lot Owner who is a prevailing party in any litigation as set forth in V. (1) above. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage.

All other persons acquiring liens or encumbrances on any Lot after the date this Agreement shall have been recorded shall take subject to this Agreement and Covenants, Conditions & Restrictions and such liens or encumbrances shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

- 3) Effect of Non-Payment; Remedies. Any amounts assessed under this Agreement and Covenants, Conditions & Restrictions which are not paid when due shall become delinquent. If the assessment(s) are not paid within sixty (60) days, a lien as herein provided shall attach and, in addition, the lien shall include interest from the due date of the assessment at the lesser of: (i) twelve percent (12%); or (ii) the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees, and all other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, any contributing Lot Owner may institute suit to collect such amounts or to foreclose the lien. All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments. Foreclosure shall be by the same process provided for the non-judicial foreclosure of a deed of trust pursuant to R.C.W. 61.24 et seq. and as hereafter amended.

VI. MISCELLANEOUS PROVISIONS.



- 1) This Agreement and the covenants, conditions and restrictions shall run with the real property described herein and shall be binding upon all parties and persons for a period of twenty (20) years following the date of the recording with the Skagit County Auditor, after which said twenty (20) year period, this Agreement and the covenants, conditions and restrictions shall be automatically extended for successive five (5) year periods. This Agreement and the covenants, conditions and restrictions may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by any instrument signed by Lot Owners holding not less than three-quarters (3/4) of all of the Eligible Votes.
- 2) Those portions of this Agreement and Covenants, Conditions & Restrictions that relate solely to maintenance and repair of the Road shall automatically terminate with respect to any portion of the Road that is dedicated to any municipal corporation or other governmental entity that assumes full responsibility for the maintenance and repair of the road following such dedication.
- 3) This agreement is only intended to provide for the maintenance of the existing roadway, as it existed in May 2006. This agreement is not intended to alter the size, shape and/or location of any easement on which the existing roadways are situated. Nothing in this agreement shall require any lot owner to consent to or to contribute to the enlargement of any easement.
- 4) The term "Lot Owner" as used in this Agreement shall mean the fee title owner unless the property is being sold on real estate contract, in which case it shall be the contract purchaser; or if the property is subject to a deed of trust, it shall mean the grantor.
- 5) This Agreement shall be construed in accordance with the laws of the State of Washington.
- 6) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 7) This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 8) The failure of the Lot Owners to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.



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- 9) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;
- 10) This Agreement and Covenants, Conditions & Restrictions shall not be deemed to terminate by any merger of the fee ownership of the Lot Owners' properties, unless the Lot Owners' unanimously agree otherwise and record evidence of such unanimous agreement with the Skagit County Auditor. The fee interest in the Lot Owners' properties and this Agreement and Covenants, Conditions & Restrictions shall hereafter remain separate and distinct.

IN WITNESS THEREOF, the parties hereto have executed this agreement dated this 23rd day of May, 2006.

LOT OWNERS:

J & J NELSON PROPERTIES, LLC, a Washington limited liability company

By: Pauline Nelson Mgr.

Pauline Nelson, Member/Manager

P NELSON PROPERTIES, LLC, a Washington limited liability company

By: Pauline Nelson Mgr.

Pauline Nelson, Member/Manager

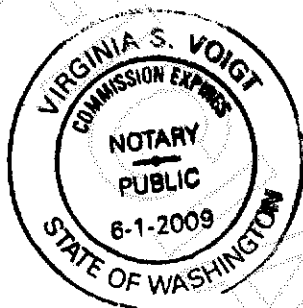
PAULINE NELSON

Pauline Nelson

Pauline Nelson, individually

State of Washington)
) ss
County of Skagit)

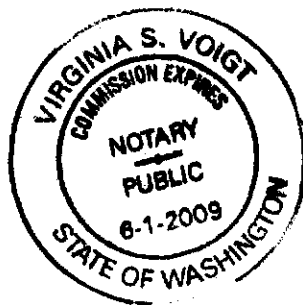
I certify that I know or have satisfactory evidence that PAULINE NELSON is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MEMBER/MANAGER of J & J NELSON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



Dated: 6/23/06
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/09

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that PAULINE NELSON 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 the MEMBER/MANAGER of P NELSON PROPERTIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

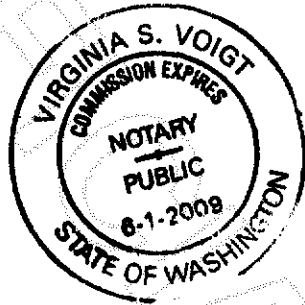


Dated: 6/23/06
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
Print Name of Notary
My appointment expires: 6/1/09



State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that PAULINE NELSON is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 6/23/06
Virginia S. Voigt
(Signature)
NOTARY PUBLIC
VIRGINIA S. VOIGT
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EXHIBIT A
Legal Descriptions for Lots

P114166, P114167, P114168, P114169:

Lots 1 through 4, inclusive, Short Plat No. 8-90, approved February 14, 1990, recorded February 14, 1990 in Volume 9 of Short Plats, page 207, under Auditor's File No. 9002140016, and being a portion of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

P114165:

That portion of the North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 28, Township 35 North, Range 4 East, W.M;
thence North $02^{\circ}01'45''$ East along the West line of the Southeast $\frac{1}{4}$ of said Section 28 a distance of 326.13 feet to an intersection with the Westerly extension of the South line of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4;
thence South $86^{\circ}45'50''$ East along said line 30.01 feet to the Southwest corner of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4;
thence North $02^{\circ}01'45''$ East along the West line of said Tract 4 a distance of 180.02 feet to the true point of beginning;
thence continue North $02^{\circ}01'45''$ East, along said West line, a distance of 116.40 feet to the Northwest corner of said Tract 4;
thence South $87^{\circ}14'00''$ East, along the North line of said Tract 4, a distance of 180.00 feet;
thence South $02^{\circ}01'45''$ West, parallel to said West line of Tract 4, a distance of 117.88 feet to a point which is 180 feet North of the South line of the North $\frac{1}{2}$ of Tract 4, as measured at right angles to said South line;
thence North $86^{\circ}45'50''$ West, parallel to said South line, a distance of 180.03 feet to the true point of beginning.

(Also known as Lot "B", Short Plat No. 5-72, approved January 27, 1972)

P62267:

That portion of the North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of

EXHIBIT "A"
(consisting of 3 pages)



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Skagit County, Washington, more particularly described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 28, Township 35 North, Range 4 East, W.M.;

Thence North $02^{\circ}01'45''$ East along the West line of the Southeast $\frac{1}{4}$ of said Section 28 a distance of 326.13 feet to an intersection with the Westerly extension of the South line of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4;

Thence South $86^{\circ}45'50''$ East along said line 30.01 feet to the Southwest corner of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4 and the TRUE POINT OF BEGINNING;

Thence North $02^{\circ}01'45''$ East along the West line of said Tract 4 a distance of 120.00 feet;

Thence South $86^{\circ}45'50''$ East, parallel to said South line, a distance of 315.00 feet;

Thence South $02^{\circ}01'45''$ West, parallel to said West line of Tract 4, a distance of 120.00 feet to said South line;

Thence North $86^{\circ}45'50''$ West, along said South line, a distance of 315.00 feet to the TRUE POINT OF BEGINNING.

(Also known as Lot "A", Short Plat 5-72, approved January 27, 1972)

P62266: (See attached p. 3 of Exhibit "A")

EXHIBIT "A"
(consisting of 3 pages)



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EXHIBIT "A"

LEGAL DESCRIPTION

P62266:

That portion of the North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, more particularly described as follows:

Beginning at the South $\frac{1}{4}$ corner of Section 28, Township 35 North Range 4 East, W.M.;
thence North $02^{\circ}01'45''$ East along the West line of the Southeast $\frac{1}{4}$ of said Section 28 a distance of 326.13 feet to an intersection with the Westerly extension of the South line of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4;
thence South $86^{\circ}45'50''$ East along said line 30.01 feet to the Southwest corner of said North $\frac{1}{2}$ of the West $\frac{1}{2}$ of Tract 4;
thence North $02^{\circ}01'45''$ East along the West line of said Tract 4 a distance of 150.01 feet to the TRUE POINT OF BEGINNING;
thence South $02^{\circ}01'45''$ West, along said West line 30.01 feet;
thence South $86^{\circ}45'50''$ East parallel to said South line of the North $\frac{1}{2}$ of Tract 4, a distance of 315.00 feet;
thence South $02^{\circ}01'45''$ West, parallel to said West line of Tract 4, a distance of 120.00 feet to said South line of the North $\frac{1}{2}$ of Tract 4;
thence South $86^{\circ}45'50''$ East, along said South line, a distance of 331.42 feet to the West line of that certain tract conveyed to L.R. Lashley by deed dated and filed on April 8, 1959, and recorded in Volume 301 of Deeds, page 273, under Skagit County Auditor's File No. 578804;
thence North $00^{\circ}34'00''$ East, along said West line, a distance of 150.14 feet to a point that is South $86^{\circ}45'50''$ East from the true point of beginning;
thence North $86^{\circ}45'50''$ West, parallel to said South line of the North $\frac{1}{2}$ of Tract 4, a distance of 642.58 feet the TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH an easement for road and utilities, 60 feet in width, the center line of which is described as follows:

Beginning again at the TRUE POINT OF BEGINNING of the above described tract;
thence South $86^{\circ}45'50''$ East, parallel to said South line of the North $\frac{1}{2}$ of Tract 4, a distance of 465.85 feet to the TERMINUS of said center line, said terminus point also being the center of a circle having a radius of 45 feet to be included as a cul-de-sac for this easement and be a part of said easement.

(Also known as Tract "D", Short Plat No. 5-72, approved January 27, 1972)

Situate in the County of Skagit, State of Washington.

EXHIBIT "A"
(consisting of 3 pages)



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EXHIBIT B
Legal Description for Nelson Lane

That certain 60 foot wide with 45 foot cul-de-sac easement shown as Nelson Lane (Private) on the face of the following described Short Plat.

Short Plat No. 8-90, approved February 14, 1990, recorded February 14, 1990 in Volume 9 of Short Plats, page 207, under Auditor's File No. 9002140016, and being a portion of Tract 4, "PLAT OF THE BURLINGTON ACREAGE PROPERTY," as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in Skagit County, Washington.

EXHIBIT "B"
(consisting of 1 page)



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