

AFTER RECORDING, RETURN TO:
Hugh Lewis, Attorney at Law, P.C.
2200 Rimland Drive, Suite 220
Bellingham, WA 98226
(360) 392-2880



200712120027
Skagit County Auditor

12/12/2007 Page 1 of 43 9:50AM

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
THE PLAT OF CULTUS VIEW

TITLE OF DOCUMENT:

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS FOR
CULTUS VIEW TRACTS
CULTUS VIEW, L.L.C.
THE GENERAL PUBLIC

GRANTOR:

GRANTEE:

A.F. NO. OF AFFECTED
DOCUMENT:

200512060001

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ARCHITECTURAL CONTROL COMMITTEE CHECK LIST

UNOFFICIAL DOCUMENT

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200712120027
Skagit County Auditor

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS, (this "Declaration") is made by Cultus View L.L.C., a Washington Limited Liability Company ("Declarant") this 11 day of December, 2007.

RECITALS:

WHEREAS, a Quit Claim Deed and Boundary Line Adjustment was recorded in the land records of Skagit County, Washington at Auditor's File No. 200404300122, establishing Boundary Adjustment New Tract 1 (2.57 acres); a Quit Claim Deed and Boundary Line Adjustment was recorded in the land records of Skagit County, Washington at Auditor's File No. 200404300123, establishing Boundary Adjustment New Tract 2 (4.05 acres); a Quit Claim Deed and Boundary Line Adjustment was recorded in the land records of Skagit County, Washington at Auditor's File No. 200404300124, establishing Boundary Adjustment New Tract 3 (4.33 acres); and a Quit Claim Deed and Boundary Line Adjustment was recorded in the land records of Skagit County, Washington at Auditor's File No. 200404300125, establishing Boundary Adjustment New Tract 4 (approximately 34 acres), (collectively, the "Cultus View Tracts"); and

WHEREAS, the Declarant subdivided Tract 2 into four (4) Lots, by executing Short Plat PL04-0355; and

WHEREAS, the Declarant subdivided Tract 3 into four (4) Lots, by executing Short Plat PL04-0740; and

WHEREAS, the Declarant intends to subdivide Tract 1 and Tract 4 into additional Lots that will be part of the Cultus View community (the "Community"); and

WHEREAS, the Declarant executed certain Instruments establishing the Plat of Cultus View, including all the Cultus View Tracts, in Clear Lake, Skagit County, Washington and caused the Declaration to be recorded in the land records of Skagit County, Washington, at Auditor's File No. 200512060001; and

WHEREAS, pursuant to Section 14.3 of the Declaration, the Declarant may unilaterally amend the Declaration until such time as Declarant has completed the final subdivision of Tracts 1 and 4 and has sold and received full payment for seventy-five percent (75%) of the Lots in each of Tracts 1 through 4, provided that such amendment does not have the effect of changing the voting power or portion of assessments appurtenant to each Lot; and

WHEREAS, Declarant has not completed the final subdivision of Tracts 1 and 4 and has not sold and received full payment for seventy-five percent (75%) of the Lots in each of Tracts 1 through 4; and

WHEREAS, the provisions set forth in this Restated Declaration do not have the effect of



changing the voting power or portion of assessments appurtenant to each Lot; and

NOW, THEREFORE, pursuant to and in compliance with Section 14.3 of the Declaration, the Declarant hereby amends the following Sections of the Declaration, as follows:

NOW THEREFORE, Declarant declares that the Property located in Clear Lake, Skagit County, Washington, described in Exhibit A, attached hereto and incorporated herein is hereby made subject to, and shall be held, conveyed and occupied subject to the covenants, conditions, restrictions, easements, and reservations (including assessments and rights to lien) set forth herein, and to any set forth on the recorded plat or in any other instruments of record affecting the Property. The matters set forth herein are for the purpose of enhancing the value and desirability of the Property, and shall be deemed to be covenants running with the land, and shall be binding upon Declarant and all of Declarant's grantees, assigns and successors, until the expiration of the Declaration.

ARTICLE 1 DEFINITIONS

1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following terms shall have the following meaning:

1.1.1 "Architectural Control Committee" shall mean the Architectural Control Committee of Cultus View Improvement Association.

1.1.2 "Association" shall mean Cultus View Improvement Association, described in Article 4 of this Declaration, its successors and assigns.

1.1.3 "Board" shall mean the board of directors of the Association.

1.1.4 "Common Areas" is defined in Section 2.1.1.

1.1.5 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing structure.

1.1.6 "Declarant" shall mean Cultus View, L.L.C., a Washington Limited Liability Company and its heirs, successors and assigns.

1.1.7 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Reservations for Cultus View, including any amendment thereto.

1.1.8 "Entrance Easements" shall have the meaning set forth on Section 2.6 hereof.



1.1.9 "First Mortgage" and "First Mortgagee" shall mean, respectively: (a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon; and (b) the holder of a first mortgage. For purposes of determining the percentage of First Mortgagee's approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.10 "Future Easements" is defined in Section 2.2.1.

1.1.11 "Future Improvements" is defined in Section 2.2.2.

1.1.12 "Lot" shall mean each of Tract 1 and Tract 4 prior to subdivision, each lot in Tract 1 and Tract 4 after future subdivision if any, and each of the lots subdivided in former Tracts 2 and Tract 3, all of which Property is described as Parcel A through D in attached Exhibit A. In the event that an Owner hereafter purchases adjoining Lots, and irrevocably combines the same into a single Lot, the Lot thereby created shall be deemed to be a single Lot for all purposes of this Declaration, excepting only for purposes of assessment and voting, for which purpose said Lots shall retain their prior separate status.

1.1.13 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.14 "Mortgagee" shall mean the beneficial owner or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or a deed of trust and shall also mean the vendor, or the assignee of a vendor, of a real estate contract for the sale of a Lot.

1.1.15 "Owner" shall mean the record owner, whether one or more persons, of fee simple title to a Lot within the Property, including a contract seller (except those having such interest merely for the performance of an obligation).

1.1.16 "Participating Builder" shall mean a Person who acquires from Declarant two or more Lots for the purpose of improving the same for resale to future Owners.

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

1.1.18 "Plats" shall mean any and all of the recorded plats on the Property and any amendments, corrections, or addenda thereto subsequently recorded.

1.1.19 "Property" shall mean the land contained in Parcels A through D, described in attached Exhibit A, and may be referred to as Tracts 1 through 4, or Parcels A through D, or by individual lot designation.



1.1.20 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, swimming pool or the like.

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

1.3 Construction. In construing words herein, words shall have their usual and ordinary meaning, except as specifically defined herein or in any other documents recorded with respect to the Plat(s); provided that words which are not defined herein or in such other recorded documents, shall, if ambiguous, have the meaning given them (if any) in zoning and building regulations, ordinances and regulations of the governmental entity with jurisdiction in the area in which the Property is located.

ARTICLE 2 COMMON AREAS IMPROVEMENTS AND EASEMENTS

2.1 Common Areas and Common Area Improvements

2.1.1 Common Areas shall mean and include any and all areas reserved for easements, as set forth, described or depicted in the Plat(s) or otherwise reserved by Declarant, including without limitation, road easements, trails, access easements, individual off-site drainfield area, storm water retention and detention system easements, drainage channel easements, native growth protection easements, open space, recreation tracts (if any) and any other parcels which may be conveyed to the association except common driveway and access easements.

(a) Common Areas Declared an Appurtenance to Lots. The Declarant declares that each Lot in the Community has allocated to it an equal undivided interest in the Common Areas of the Community, which interest shall be conclusively presumed to be a perpetual appurtenance to such Lot, which shall be deemed included with each Lot in any conveyance of such Lot, irrespective of whether so stated in the conveyance deed. No such interest in the Common Areas may be severed from, mortgaged or conveyed separately from the Lot. Any purported severance, mortgaging or conveyance shall be void. Each Lot Owner shall thus be a tenant in common with all other Lot Owners with respect to the Common Areas. In the event that the Declarant exercises a Development Right to add additional Lots to the Community in any future phases of development, the initial Allocated Interests shall be reallocated so that all Lots in the Community will always have equal Allocated Interests in the Common Areas. With respect to Lots conveyed by the Declarant prior to the date of this Restated Declaration, the allocation of each such Lot's undivided interest in the Common Areas shall become choate and appurtenant as of the effective date of this Restated Declaration, as after-acquired title.

(b) No Partition. The Common Areas shall remain undivided and shall not be abandoned by act or omission, and no Lot Owner or other person may bring any action for



partition or division of the Common Areas. Portions of the Common Areas which are not necessary for the habitability of a Lot may be conveyed or subjected to a security interest by the Association, if the Owners of Lots to which at least eighty percent of the votes in the Association are allocated, including eighty percent of the votes allocated to Lots not owned by the Declarant or an affiliate of the Declarant. Proceeds of the sale or financing of Common Areas are an asset of the Association.

2.1.2 Common Area Improvements shall mean and include all improvements and facilities installed upon any of the Common Areas, including without limitation, private roads, storm water retention and detention systems, drainage channels, signs, landscaping, and other amenities.

2.1.3 Incorporation of Road and Maintenance Covenant. Declarant incorporates into this Declaration the road drainage facilities maintenance covenant originally recorded under Skagit County Auditor's File Number 200509260207, and also attached as an exhibit to the original Declaration recorded in the land records of Skagit County, Washington, at Auditor's File No. 200512060001, which covenant is attached hereto as Exhibit B. The Association shall be substituted as the "Responsible Owner" to maintain the private roads and drainage facilities as specified in the covenant. The private roads and drainage facilities referenced in the covenant shall be included as Common Area and Common Area Improvements in this Declaration. Where there is any conflict between this Declaration and the Covenant, this Declaration shall control.

2.1.4 Lot Owner Use of Common Areas. The Owners of Lots, which are burdened by any Common Areas, shall not in any manner interfere with the Association's maintenance, use and operation of the Common Areas, but such Owners may use the Common Area within their respective Lots in any lawful manner that does not so interfere. Declarant makes no warranty or representation as to what, if any, uses may be made of any Common Areas.

2.1.5 Altering Common Area. Nothing shall be altered or constructed upon, or removed from the Common Areas, except upon the prior written consent of the Board; and, if such consent is obtained, then no such activity shall take place without the consent (including issuance of permits if applicable) by all governmental bodies with jurisdiction over the area.

2.1.6 Association Maintenance of Common Area. Regular maintenance of Common Areas shall be paid for by the Association dues and shall include, but not be limited to, regular maintenance of private roads, drainage facilities, planted landscaping, pathways, and signage.

2.2 Future Easements and Improvements

2.2.1 Future Easements shall mean those additional areas over which Declarant may elect to reserve lake access easements, landscaping easements, sign easements, and such other easements, as Declarant deems appropriate.

2.2.2 Future Improvements shall mean those improvements, which may hereafter be installed upon "Future Easement" areas.



2.2.3 Documentation of Future Easements and the Future Improvements shall: (1) be described as to location and purpose in a recorded instrument executed by Declarant which refers to this Section 2.2; (2) be for the benefit of the Association, all Owners and Declarant; and, (3) be deemed part of the Common Areas upon the recording of such recorded instrument.

2.3 Utility Easements and Easements upon Face of Plat. Upon the face of the Plat for subdivision of any of the 4 tracts, certain easements may be created. Further, Declarant does hereby establish, create and reserve for the benefit of Declarant, the Association and all Owners, an easement described as a ten (10) foot wide strip measured from the front line. The front line shall be deemed to be the line parallel to the street on which the Lot fronts. Said easement may be referred to from time to time by any of the following: "Utilities Easement", or "Easement for Utilities", or "Drainage Easement".

2.4 Easement Areas Maintenance and Use.

2.4.1 Lot Owner Maintenance of Easement Areas. No Lot owner shall allow or permit any structure or landscaping to be located, installed or grown upon the area subject to the Utilities Easements, which might in any way damage or interfere with the installation and operation of utility lines. Each Lot Owner shall maintain the area of his Lot subject to the Utilities Easement in a condition, which will not interfere with operation, and maintenance of utility lines and drainage facilities.

2.4.2 Use of Easement Areas. Each person utilizing the Utilities areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use.

2.5 Clear Lake Access Easement. Tracts 1 through 4 have access to Clear Lake off of "C" Street, which is owned by Declarant. At the time that Tract 4 is subdivided, Declarant may provided additional access to Clear Lake by creating an Easement. Such easement shall be for the benefit of all owners in Tracts 1 through 4.

2.6 Entrance Easement. shall mean those easements(if any) reserved by Declarant for signage and landscaping at the entrance of Sawyer Lane at is intersection with Mill Street. Said easements may be described with greater particularity in the "Reservation of Entrance Easements" hereafter recorded. The above-described "Entrance Easements" shall be used solely for the purpose of signage and landscaping.

2.7 Landscaping Easements & Signage Easements shall mean those easements obtained for the purposes of signage and landscaping including those described above, those hereafter reserved (if any), and those off site (whether now held or hereafter obtained). Each document creating said easements imposes obligations upon Cultus View Improvement Association, and upon the owners of Lots in Tracts 1 through 4, which are deemed to have been accepted by each person who comes into title to any of the Lots, as well as by the Association. Said obligations arise solely



by virtue of the ownership of Lots, and shall terminate upon the termination of such ownership. Further easements for landscaping and signage may be obtained, imposing similar rights and obligations.

ARTICLE 3 CONSTRUCTION AND USE OF LOTS

3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property:

3.1.1. A uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation

3.1.2 And that there will be no undue repetition of external designs. It is in the best interest of each Owner that such uniformity of use be maintained as hereinafter provided. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling. Accessory Structures including carports and storage buildings are prohibited, except as allowed by the provisions of this Article 3. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either: (1) the terms and conditions of this Declaration, or (2) the laws, ordinances and regulations of any governmental entity having jurisdiction.

3.2 Submission and Approval of Plans.

3.2.1 Submission. Before commencing Construction of any Structure on any Lot, the Owner shall submit to the Architectural Control Committee two (2) complete sets of detailed building and construction plans and specifications, surface water runoff control plans, landscaping plans, and a site plan showing the location of all proposed Structures (the foregoing plans, specifications and site plans are collectively referred to herein as the "Plans").

3.2.2 Form. The Plans shall be submitted in a form satisfactory to the Architectural Control Committee, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, exterior color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the Architectural Control Committee, would render the proposed structure inharmonious with the general plan of development of Cultus View or other Structure nearby.



3.2.3 Sample Checklist. The Architectural Control Committee may use the sample checklist described in Exhibit C, for each owner's submission, which shall document the basis for the approval or rejection of each submitted set of drawings and specifications. The checklist was also attached as an exhibit to the original Declaration recorded in the land records of Skagit County, Washington, at Auditor's File No. 200512060001. The checklist may be modified by Declarant or by the Architectural Control Committee to suit the application of Article 3.

3.2.4 Written Action. The Architectural Control Committee's approval or disapproval 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 Structure is to be constructed. If the Architectural Control Committee or its designated representative fails to approve or disapprove Plans in writing within thirty (30) days of submission of the Plans, then the Plans shall be deemed approved as submitted. No plans shall be deemed to be submitted, until all of the Plans (complete in all respects) associated with the development of a Lot have been submitted. Prior to commencement of construction, the Owner shall deliver to the Architectural Control Committee, a copy of the Erosion Control Plans for the lot showing the approval of Skagit County.

3.2.5 No Alteration Without Approval No portion of any Plan shall be altered without the prior written approval of the Architectural Control Committee. No alteration of the exterior appearance of any structure (including, but not limited to, alteration of the color of any structure) shall be made without prior written approval of the Architectural Control Committee.

3.2.6 Enforceability. The Architectural Control Committee's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, and location shall be absolute and enforceable in any court of competent jurisdiction, including, but not limited to the obtaining of injunctive relief. In the event injunctive relief is sought, if any bond is required, the cost of said bond shall be paid by the Lot owner whose activity would be enjoined. The Architectural Control Committee's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Architectural Control Committee or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency of compliance with applicable governmental laws, codes, ordinances and regulations, and each owner hereby releases any and all claims or potential claims against the Declarant, the Architectural Control Committee, each member of the Committee, the Board, each member of the Board, and their heirs, successors and assigns, of any nature whatsoever, based upon engineering or structural integrity or sufficiency of compliance with applicable governmental laws, codes, ordinances and regulations.

3.2.7 Governmental Permits. Approval by the Architectural Control Committee shall not relieve an Owner from the obligation to obtain any required governmental permits. The Owner shall deliver all approvals and permits required by law to the Architectural Control Committee, as appropriate, prior to the commencement of any construction requiring such approval or permit. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution



by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an Officer, without incurring any liability on the part of the Board of Directors or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for personal injury or property damage arising therefrom.

3.3. Size and Height Requirements and Restrictions

3.3.1 Floor Area The floor area of the main house Structure, exclusive of open porches and garages shall be not less than:

- (i) 1,500 square feet for a dwelling containing a single level
- (ii) 1,800 square feet for a dwelling containing two levels
- (iii) 2,000 square feet for a dwelling containing three levels, the lowest floor being a basement (this definition would include tri-level floor plans)

3.3.2 Height Restrictions. The height of structural improvements erected on Lots shall be restricted to the lower limit of that required under applicable County ordinances, any applicable building code or other ordinance in effect at the time of application for a building permit therefor, or the following: No structural improvement shall exceed thirty-five (35) feet in height measured by the vertical distance from the average finished grade of the lot on which the structural improvement is constructed to the average height of the highest gable of a pitch or hip roof.

3.3.3 View Covenants. In addition to the height requirements specified in Section 3.3.2 above, the Declarant and the Board of Directors may condition approval of construction within a Lot such that any permitted improvements shall not unreasonably compromise any scenic view visible from dwelling structures constructed on surrounding Lots.

3.4 Construction and Use Restrictions.

3.4.1 Residential Use. The Lots are intended for and restricted to use for single family residences only, on an ownership, rental or lease basis, and for social, recreational, or other reasonable activities normally incident to such use.

3.4.2 Maintenance of Buildings and Lots. Each Owner shall, at his sole expense, keep the interior and exterior of every Structure on his Lot, and the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the good appearance of the Structure and the Lot.

3.4.3 Completion of Construction. Any Structure erected or placed on any Lot



shall be completed as to external appearance within nine (9) months after the date of commencement of construction. All Lots shall be maintained in a neat and orderly condition during Construction.

3.4.4 Garages & Parking. Each residence shall include a garage sufficient to hold at least two (2) passenger motor vehicles. The Board reserves the right to adopt rules and regulations regarding the existence on any Lot of trucks, campers, trailers, boats, motorcycles, or vehicles not in operable condition and current use. An unlicensed vehicle or vehicle with expired tabs shall be considered in operable. No vehicles shall be parked over night on any street, provided that vehicles owned by guests may occasionally be so parked.

3.4.5 Signs. No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except "For Rent" or "For Sale" signs in a form permitted by any rules and regulations of the Board. In the absence of any such rules and regulations, there may only be placed on each Lot one (1) "For Sale" or "For Rent" sign, not larger than five (5) feet square. This shall not be deemed to apply to Declarant or to restrict Builders from placing such signs on Lots sufficient to meet the requirements of any law, ordinance or government regulation.

3.4.6 Animals. No Animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that not more than three (3) household pets may be kept on a Lot. The restriction shall not apply to unweaned puppies or kittens. No animals shall be kept for commercial purposes. Said permitted animals must be kept in a clean, neat and odor-free condition at all times; and shall be at a distance of not less than 20 feet from Lot lines and 70 feet from erosion control Structures if directed by the Board. The board may at any time require removal of any animal that it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals of the same type are permitted to remain. Notwithstanding, anything set forth herein, all owners shall comply with all applicable governmental laws, codes, ordinances and regulations. No horses may be kept at any time on any Lot.

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

3.4.8 Clothes Lines. No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any structure or on a Lot so as to be visible from the streets, roadways, or any other Lot.

3.4.9 Radio and Television Aerials. No television or radio aerial shall be erected or placed on any Lot, which is visible from the streets, roadways, or any other Lot, or interfere with water and territorial views. No rotary beams, separate towers or other similar devices shall be constructed on any Lot. No satellite dishes, greater than two feet in diameter, or other such electronic receiving devices shall be located on any Lot.



3.4.10 Trash Containers and Debris. All trash shall be placed in containers, which shall be either buried or screened so as not to be visible from adjoining Lots, streets or roadways. No Lot or any portion thereof shall be used as dumping ground for trash or rubbish or any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped on to adjoining Lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

3.4.11 Offensive Activity. No noxious or offensive activity shall be permitted on any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.4.12 Setbacks All structures shall comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks, but will be a minimum of 35 foot setback on street right-of-way; 8 foot side setbacks, 20 foot side setback if side fronts a street; 25 foot rear setbacks.

3.4.13 Fences. No fences shall be constructed on any Lot except as approved by the Board. All such fences shall be constructed in a good and workmanlike manner of suitable fencing materials, shall be artistic in design, and shall not detract from the appearance of any adjacent Structures. Fences shall be uniform in height with adjoining fences. No fence shall be of such a height as to interfere with views from other Lots.

3.4.14 Underground Utilities and Cables. All utility and cable lines located outside a dwelling unit shall be in conduits, if required by utility provider, attached to such units and placed underground.

3.4.15 Drainage. Any and all drainage from a Lot which causes erosion problems, in the reasonable opinion of the Board, (and notwithstanding any approvals for on-site erosion control obtained from any governmental entity), shall be piped at the Lot Owner's expense to the nearest underground community storm drain. Roof drains shall be connected to the community storm sewer system. The foregoing requirements are the minimums imposed by these Covenants. In the event that more stringent requirements are imposed by Skagit County, Washington, or such governmental entity with jurisdiction to do so, then the Lot Owner shall comply with those more stringent requirements. The Lot Owner shall be fully responsible to all persons (including, but not limited to Declarant) for any legally compensable damages suffered as a result of runoff from the Lot.

3.4.16 Damage Any damage to streets, plat improvements, or entry structure by Lot Owners, their children, pets, contractors, agents, visitors, friends, relatives, invitees, or service personnel shall be repaired by such Owner within fourteen (14) days from the occurrence of such damage.

3.4.17 Yard Lamps. All lamps must be approved in writing and comply with all



requirements of such approval.

3.4.18 Driveways. All driveways shall be surfaced with gravel or a better material. All concrete driveways shall have an expansion joint at the property line. All driveways shall be properly drained, either to street drainage systems or by other appropriate means. Owner shall insure that no contractor, subcontractor (including but not limited to concrete suppliers and finishers), or other person, shall permit any material of any kind to enter any drainage ditch, catch-basin, drainage pipe, drainage easement, or Common Area.

3.4.19 Landscaping Completion. Within 30 days or 120 days during winter months (November through February) following final house inspection by Skagit County (but not later than the time required by any governmental entity with jurisdiction), each Lot shall be regraded and landscaped so as to meet or exceed the following minimum standards:

- (1) All construction material and debris shall be removed from the Lot;
- (2) The front and back yard area shall be landscaped with a mixture of grass, shrubbery, stone, trees or bark; and
- (3) All other areas of the Lot where native soil is exposed shall be vegetated with grass or better vegetation. All such landscaping shall be maintained in good condition and repair at all times.

3.4.20 No Obstruction of Sight Lines. No fence, wall, tree, hedge, shrub or planting which obstructs street intersection sight lines at elevations between two (2) and eight (8) feet above the level of adjacent roadways, shall be placed or permitted to remain on any corner lot, including any rounded property corner, in such a location as to create a hazard. If the Board determines that any such hazard exists, the Board may require the Lot Owner to promptly remedy such hazard by removal or modification of the obstructing object.

3.4.21 Prohibition Against Dumping. The dumping of debris, yard waste or organic matter, solvents, oil, concrete or concrete residue, or water that is heavily laden with sediments, is expressly prohibited anywhere on or within the Property.

3.4.22 Noise and Unreasonable Conduct; Firearms. No person shall cause any unreasonably loud noise anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property. No firearm shall be discharged on or from any Lot, Tract or Common Area within the Property.

3.4.23 Compliance with Environmental Laws. Use of the Lots and Common Areas of this Subdivision may be subject to various federal, state and local laws, regulations and guidelines now in effect and/or hereafter enacted, relating to or affecting the Property, concerning the impact



on the environment of construction, land use, and the maintenance and operation of structures located thereon. No Lot Owner shall cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of the said laws, regulations or guidelines. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of their expense.

3.5 Architectural Control Committee. In addition to being governed by the foregoing provisions of this Declaration, the Architectural Control Committee shall be governed by the following provisions:

3.5.1 Membership. Upon termination of Initial Membership (Section 3.5.5 below), the Architectural Control Committee shall be composed of three (3) Lot owners selected by the Board. In the event, any of them is unable to serve, the Board shall select a replacement, and, until such replacement is selected, the other member(s) shall comprise the committee, with full power to act.

3.5.2 Representatives. A majority of the Committee may designate a representative to act for it.

3.5.3 No Compensation. No member of the committee shall be entitled to compensation for services performed in such capacity.

3.5.4 Quorum for Action. Approval or Disapproval of any plans or other matters to be submitted to the Committee may be signified in writing, signed by any two (2) members of the Committee, and such writing shall be conclusively deemed to be the action of the Committee.

3.5.5 Termination of Initial Membership. The Declarant shall serve legally as the initial members committee until such time as Declarant completes the final subdivision of Tract 1 and 4, and until Seventy Five (75%) of the Lots in each of Tract 1 through 4 have had homes constructed on them, or Seven (7) years from the recording of this declaration, whatever event shall first occur. Following termination of the service of the initial membership of the Committee, the Board may select successors to serve for such a time as the Board may determine; or, the Board may assume the duties of the Committee and shall have thereafter all of the rights, duties and powers of the committee.

3.6 Damaged Improvements. If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Board of Directors permits a longer time period, such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction



have not commenced because of factors beyond the control of the Owner, provided that the Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

3.7 Lease Restrictions. With the exception of an institutional lender in possession of a Lot following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Lot Owner shall be permitted to lease all or any portion of a Lot for periods of less than thirty days. Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. All leases shall be in writing. A lease, as defined herein, shall include month-to-month rentals. Any tenant or subtenant of any portion of a Lot shall be deemed to have assumed all the responsibilities of an Owner under this Section of the Declaration of Covenants.

3.8 Assignment or Subletting. The assignment or subleasing of a Lot shall be subject to the same limitations as are applicable to the leasing or renting thereof. An Owner or tenant may not exempt himself or herself from any liability under the Governing Documents by assigning or subleasing the occupancy rights to his or her Lot.

ARTICLE 4 CULTUS VIEW IMPROVEMENT ASSOCIATION

4.1 Form of Association. The Cultus View Improvement Association shall be formed and operate as a nonprofit association under the laws of the State of Washington. Duties of the members and of the association shall be governed by the provisions of this Declaration, the Articles of Incorporation and such other bylaws, rules and regulations as may hereafter be adopted.

4.2 Board of Directors. The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of three members. The initial Board shall be composed of the Declarant and two other persons chosen by the Declarant. Subject to any specific requirements hereof, the Board shall have authority to establish bylaws and operating rules and procedures. A majority of the Board may designate one or more of its members as a representative to act for it. Members of the board shall not be entitled to any compensation for services performed as such. Nor shall Board Members be subject to liability for the faithful performance by them of their duties.

4.2.1 Authority of the Board.

(1) General Authority. The Board, for the benefit of the Subdivision and the Owners, shall enforce the provisions of the Governing Documents and shall have all powers and authority granted to the Board or the Association under the Homeowners Association Act and this



Declaration of Covenants which are not expressly subject to the approval of the Owners.

(2) Incurring and Payment of Common Expenses. The Board shall acquire and shall pay for, as Common Expenses, all goods and services deemed necessary or desirable for the proper functioning of the Association.

(3) Acquisition of Property. The Board may acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct.

(4) No Business Authority. Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

(5) Board as Attorney in Fact. Each Owner, by the act of becoming an Owner of a Lot, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas.

4.3 Transfer of Membership The Association membership shall be appurtenant to the Lot(s), giving rise to such membership, and shall be not assigned, transferred, pledged hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the Owner.

4.4 Number of Votes. The total voting power of the Association at any given time shall equal the number of Lots included within the Property at that time. The Owner or Owners of each Lot within the Property shall be entitled to one vote. If a Person, including the Declarant, owns more than one Lot, he or she shall have the votes appertaining to each Lot owned. For Tract 1 and 4, which have not yet been subdivided into Lots, the number of Lots in each of said Tracts shall be calculated to include Lots that could be created by legal division at the time.

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



4.6 Annual and Special Meetings. There shall be a meeting of the members of the Association within sixty (60) days of the date Declarant turns over management of the affairs of the Association to the Owners of Lots in Tracts 1 through 4. Declarant shall turn over management of the Association at such time that Declarant has completed the final subdivision of Tracts 1 and 4 and has sold and received full payment for Seventy Five Percent (75%) of the Lots in Tracts 1 through 4. Declarant shall cause notice of said meeting to be given, but shall not be required to perform any other duty with respect to such meeting. Thereafter there shall be an annual meeting of the members of the Association in the first quarter of each calendar year, thereafter, at such reasonable place and time, as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. At the first such meeting, and at each annual meeting thereafter, the owners shall elect, by majority vote, Board members to serve 3-year terms with the initial Board Members to serve for 1, 2 & 3 year terms as a staggered start. Each Lot shall be entitled to one vote for each Board member. The financial statement for the preceding fiscal year shall be presented at the annual meeting for the information of the members of the Association. Special meetings of the Association may be called at any time upon not less than fourteen (14) days prior notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Any first Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

4.7 Books and Records. The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by the Lot Owner's Mortgagees, and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

4.8 Bylaws of Association. Bylaws for the administration of the Association and for other purposes not inconsistent with the Homeowners Association Act and this Declaration of Covenants shall be adopted by Board of Directors of the Association.

ARTICLE 5 NOTICE FOR ALL PURPOSES

5.1 General. All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third (3rd) day of regular mail delivery after a copy has been deposited in the regular United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Additional information regarding notice is provided in the Bylaws of Cultus View Improvement Association.

5.2 Notice to the Board. Notices to the Board shall be made as provided for in the



Bylaws of Cultus View Improvement Association.

5.3 Notice to Lot Owners. Notice to the Owner of any Lot shall be sufficient if mailed to his or her Lot if no other mailing address has been given to the Board. Mailing addresses may be changed from time to time by notice in writing to the Board. New Lot Owners must supply their names and addresses, along with the names and addresses of their respective Mortgagees, to the Secretary of the Association promptly after conveyance. Additional information regarding notice is provided in the Bylaws of Cultus View Improvement Association.

**ARTICLE 6
AUTHORITY OF THE BOARD**

6.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend and revoke, on behalf of the Association, detailed administrative rules and regulations necessary or convenient, from time to time, to insure compliance with the general guidelines of this Declaration, to promote the comfortable use and enjoyment of the Property and to govern the operation and procedures of the Association. The rules and regulations shall be binding upon all Owners, occupants and all other Persons claiming any interest in the Property.

6.2 Enforcement of Declaration, Etc. The Board shall have the power to enforce the provisions of this Declaration and the rules and regulations of the Association for the benefit of the Association. The failure of any owner to comply with the provisions of this Declaration, or the rules and regulations of the Association, will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot Owner for recovery of damage, injunctive relief, or both.

6.3 Goods and Services. The Board shall acquire and pay for, as ordinary expenses of the Association, all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation): utility services for the common areas, insurance policies, maintenance, repair, landscaping, gardening, and general upkeep of the Common Area. The Board may hire such employees as it considers necessary.

6.4 Protection of Common Areas. The Board may spend such funds and take action, as it deems necessary, to preserve the Common Areas, settle claims, or otherwise act in what it considers to be the best interests of the Association.

6.5 Maintenance of Approved Drainage Control Facilities. The Cultus View Improvement Association shall be responsible for the maintenance of all drainage control facilities shown on the shown on the face of the Short Plats recorded in Skagit County, Washington.



6.6 Maintenance Of Approved Private Road And Dedication To County When Required

6.6.1 The Cultus View Improvement Association shall be responsible for the maintenance of all private roads within the boundaries of Tracts 1 through 4.

6.6.2 The road(s) and any private road name and/or stop signs shall be maintained consistent with Skagit County Standards for such private roads and/or signs.

6.6.3 Roadway maintenance financing shall be in a manner determined by the Cultus View Improvement Association. Costs to maintain roads utilized by all Tracts, including but not limited to Sawyer Lane, shall be prorated based on the size of the Tract. Example: Tract 1 = 2.67 acres – 6%; Tract 2 = 4.05 acres – 9%; Tract 3 = 4.33 acres – 10%; Tract 4 = 34 acres – 75%. Costs to maintain roads utilized by more than one Tract, but not all Tracts, including but not limited to Sawyer Court, shall be prorated based on the size of the Tract. Example: Tract 1 = 2.67% acres – 39%; Tract 2 = 4.05 acres – 61%. Each Lot Owner within their Tract will pay an equal share of that Tracts percentage and be subject to Section 8 of this Declaration.

6.6.4 In the event such private road is improved to County standards for public streets, and the County is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.

6.6.5. Warning: Skagit County has no responsibility to build, improve, maintain, or otherwise service the private roads contained within or providing service to the above referenced property.

ARTICLE 7

BUDGET AND ASSESSMENT FOR COMMON EXPENSES

7.1 Fiscal Year: Preparation of Budget. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board, in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, shall establish a budget for the costs of maintaining the Common Areas during the ensuing fiscal year.

7.2 Assessment of Lots. The board shall then assess each Lot with its pro rata share, of the estimated costs. The amount of the Assessment against each Lot shall be in accordance with Section 6.6.3. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal monthly or quarterly installments or in a single lump sum.

7.3 Notice of Assessment. The Board shall notify each Lot Owner in writing at least ten (10) days in advance of each assessment period of the amount of the assessment; a copy of the budget upon which the assessment is based shall accompany the notice. The assessments levied by



the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Lot Owners and for the maintenance and improvement of the Common Areas.

7.4 Certificate of Unpaid Assessments. Upon its own volition, the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. No error or omission in such Certificate shall constitute a release of the person(s) failing to pay such assessments. All assessments and other receipts received by the Association shall belong to the Association.

7.5 Commencement Date of Annual Assessments. The annual assessments provided for herein shall commence at such time as title to the Lot passes from the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year and, notwithstanding anything to the contrary herein, may be assessed after the beginning of the fiscal year. Any failure by the Board to make the budget and assessments hereunder before the expiration of any fiscal year, for the ensuing fiscal year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year. The assessment amount and payment method established for the preceding fiscal year shall continue until a new assessment is established.

ARTICLE 8 LIENS AND COLLECTIONS OF ASSESSMENTS

8.1 Assessments Are a Lien on the Property. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district and to all sums unpaid on all First Mortgages of record and, to the extent permitted by applicable law, shall have priority over all other liens against the Lot.

8.2 Lien May be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association. The Board, acting on behalf of the Association, shall have the power to bid on the lot at the foreclosure sale, and to acquire and hold, lease, Mortgage and convey the same.

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



8.4 Late Charges and Interest on Delinquent Assessments. The Board may establish late charges and a rate of interest to be charged on assessments that become delinquent. In the absence of any other established rate, delinquent assessments shall bear interest at the rate of 12% per annum. If an installment on an assessment against the Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

8.5 Collection for Past Due Costs Associated with Maintenance of Common Driveway or Access Easement. If the Lot Owners who are unable to collect from one or more Lot Owner for maintenance costs to Common Driveways or Access Easement and find it necessary to turn the matter over to the Association, the Association shall act on behalf of the Lot Owner who are affected by the Lot Owner(s) who have not paid and can use all of it's authority as defined in this Section 8. Any money collected by the Association on behalf of the affected Lot Owners shall be divided proportionally and turned over to the affected Lot Owners less any costs incurred by the Association for collection.

8.6 Attorney Fees and Expenses to recover delinquent assessment. If the Association incurs any cost to pursue a delinquent assessment, whether by formal legal action or not, the Association shall be entitled to recover its reasonable attorney's and expert witness fees and all expenses from the delinquent Lot Owner, and said fees and expenses shall constitute a further lien on the Lot.

8.7 Budget for Common Expenses. Not less than 45 days prior to the Annual meeting of the Association, or at such other time as may be deemed necessary or desirable by the Association's accountant, the Board shall prepare an Annual Budget which shall estimate the Common Expenses, described generally in the Covenants, to be paid during such year. The Budget shall also contain provisions for creating, funding and maintaining reasonable reserves for capital improvements, replacements, major repairs and the amount(s) of any deductible from insurance policies obtained by the Association, and shall further take into account any expected income and any surplus available from the prior year's operating fund.

8.8 Meeting of Association to Approve Budget. Within thirty days after adoption of any proposed budget for the Association, the Board of Directors shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. Pursuant to RCW 64.38.025(3), this procedure shall be deemed to govern both general assessments and special assessments.



**ARTICLE 9
FAILURE OF BOARD TO INSIST UPON STRICT PERFORMANCE**

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or of the Rules and Regulations of the Association, 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, conditions, or restriction. The receipt by the Board of payment of any assessment from a Lot Owner, with knowledge of any breach by the Lot Owner, shall not be a waiver of the breach. No waiver by the Board of any requirements shall be effective unless expressed in writing and signed for the Board.

**ARTICLE 10
LIMITATION OF LIABILITY**

So long as a Member of the Architectural Control Committee, or Board Member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as then possessed by such Person, then no such Person shall be personally liable to any Lot Owner, or to any other Person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence and such persons are covered by any insurance actually obtained by the Board.

**ARTICLE 11
INDEMNIFICATION**

Each Board member and member of the Architectural Control Committee, including any members or Declarant who so act, shall be indemnified by the Association to the full extent permitted by law, against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he held such position at the time such expenses or liabilities are incurred; except to the extent such expenses and liabilities are covered by insurance; and, except in such cases wherein such Person did not conduct himself in good faith, or he did not reasonably believe his conduct to be in the Association's best interest (in the case of conduct in his own official capacity with the Association), or, in a criminal proceeding when he had reasonable cause to believe his conduct to be unlawful; Provided that no indemnification shall be made in respect of any proceeding in which such Person shall have been adjudged to be liable to the Association. No indemnification may be made unless authorized in the specific case as provided in RCW 23A.08.025 (as hereafter amended). Reasonable expenses may be paid or reimbursed in advance of final adjudication upon compliance with the provisions of RCW 23A.08.025 (7) (as hereafter amended). The Association may purchase and maintain insurance on behalf of any person who is, or was a director, officer, employee, Member of the Architectural



Control Committee, or agent, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Section or RCW 23A.08.025.

**ARTICLE 12
INSURANCE**

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain, as a common expense, a policy or policies which the Board deems necessary or desirable to provide casualty insurance, comprehensive liability insurance, which such deductible provisions as the Board deems advisable, insurance (if available) for the protection of the Association's Directors, members of the Architectural Control Committee, and representatives from personal liability in the management of the Associations' affairs, and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

**ARTICLE 13
DAMAGE AND REPAIR OF DAMAGE TO PROPERTY**

In the event of any casualty, loss or other damage to the Common Areas of Common Areas Improvements, which the current assessments, in the opinion of the Board are insufficient to repair or restore, and if there are insufficient insurance proceeds available to the Board for such restoration or repair, the Board may make a special assessment against each Lot within the Property for its pro rata share of the expense to repair and/or restore the Common Area.

13.1 Payment in Installations The special assessment declared by the Board shall be payable, at the determination of the Board, either monthly or quarterly installments or in a single lump sum amount.

13.2 Notice to Owners The Board shall notify each Lot Owner of any such special assessment and when the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimate of the expense of repairing and/or restoring the Common Area and/or Common Area Improvement.

**ARTICLE 14
AMENDMENTS OF DECLARATION**

14.1 Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing



entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration of Covenants, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 14.3 hereof, amendments may be adopted only at a meeting of the Owners if at least sixty percent (60%) of the votes in the Association are cast for such amendment, or without any meeting if all Owners have been duly notified and Owners holding at least sixty percent (60%) of the votes in the Association consent in writing to such amendment. In all cases, the amendment when adopted shall bear the acknowledged signature of the President of the Association.

14.2 Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Subdivision and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

14.3 Amendments by Declarant. Until such time as Declarant has completed the final subdivision of Tracts 1 and 4 and has sold and received full payment for Seventy Five Percent (75%) of the Lots in each of Tracts 1 through 4, Declarant may amend this Declaration without approval of any Owners, provided that no such amendment may be made which would have the effect of changing the voting power or portion of assessments appurtenant to each Lot.

14.4 Unanimous Consent for Certain Amendments. The unanimous consent of all Owners shall be required for adoption of either (1) an amendment changing the voting power or portion of assessments appurtenant to each Lot or (2) an amendment of this Article 14.

**ARTICLE 15
SUBDIVISION**

No Lot shall be subdivided without the approval of all Lot Owners. This does not include Tract 1 or Tract 4 which may be subdivided by the Declarant, its successors and assigns, at such entity's sole discretion, provided the Tract(s) so subdivided shall be subject to this Declaration.

**ARTICLE 16
PURPOSE AND DURATION**

This Declaration of Covenants, together with the Subdivision Plat referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run in perpetuity with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the



Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

**ARTICLE 17
ATTORNEYS FEES**

If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the Rules and Regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount fixed by the Court.

**ARTICLE 18
SEVERABILITY**

The Provisions of this Declaration shall be independent and severable, and the unenforceability of anyone provision shall not effect the enforceability of any other provision, if the remainder effects the common plan.

**ARTICLE 19
EFFECTIVE DATE**

This Declaration shall be effective upon recording.

**ARTICLE 20
ASSIGNMENT BY DECLARANT**

Declarant reserves the right to assign, transfer, sell, lease or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

**ARTICLE 21
SEVERABILITY**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act and furthers the common plan of this Subdivision



EXHIBIT "A"

PARCEL A:

Tract 1

That portion of Parcel E, Special Warranty Deed, recorded under Auditor's File Number 200212270093, records of Skagit County, Washington in the southeast quarter of Section 1, Township 34 North, Range 4 East, W.M. described as follows:

Commencing at the concrete monument at the intersection of Mill Street and Jackson Street as shown on the survey recorded in Volume 16 of Surveys at page 35 as Auditor's File No. 9408090020, records of Skagit County, Washington; thence N 04°44' 56" W along the centerline of Mill Street a distance of 64.08 feet; thence N 85°17'54" E, a distance of 20.00 feet to the east line of Mill Street; thence N 85°17'54" E, a distance of 3.42 feet to the corner of the existing cyclone fence described in exception 9 to the above described Parcel E; thence N 85°17'54" E along said fence line, a distance of 290.52 feet to the point of beginning of this description; thence N 04°42'06" W, a distance of 57.64 feet; thence N 85°15'04" E, a distance of 455 feet, more or less, to the ordinary high water line of Clear Lake; thence southwesterly along said ordinary high water line, a distance of 864 feet, more or less, to the northeast corner of Lot 4, Short Plat No. 90-066 recorded in Volume 10 of Short Plats at page 104 as Auditor's File No. 9207210068, records of Skagit County, Washington; thence N 83°15'52" W along the north line of said Lot 4, a distance of 75.22 feet; thence S 82°39'08" W along the north line of said Lot 4, a distance of 14.80 feet to the cyclone fence described in said exception 9; thence N 04°50'52" W along said cyclone fence line, a distance of 404.77 feet to the corner of said fence; thence S 85°17'54" W along said fence line, a distance of 96.79 feet to the point of beginning of this description.

Situate in the Town of Clear Lake, Skagit County, Washington.

Containing 2.57 acres.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and through the following described EASEMENT A:

EASEMENT A

Commencing at the concrete monument at the intersection of Mill Street and Jackson Street as shown on the survey recorded in Volume 16 of Surveys at page 35 as Auditor's File No. 9408090020, records of Skagit County, Washington; thence N 04° 44' 56" W along the centerline of Mill Street, a distance of 293.30 feet; thence N 85° 15' 04" E, a distance of 20.00 feet to the east right of way line of Mill Street and the point of beginning of this easement description; thence N 85°15'04" E, a distance of 10.00 feet to the point of curvature of a non-tangent curve to the right having a radius of 30.00 feet, from which the radius point bears N 85°15'04" E; thence northeasterly along said curve through a central angle of 68°01'45" and an arc distance of 35.62 feet; thence N 63°16'49" E, a distance of 444.59 feet; thence N 01°05'15" W, a distance of 102.11 feet; thence S 88°54'45" W, a distance of 60.00 feet; thence S 01°05'15" E, a distance of 45.46 feet to the point of curvature of a curve to the right having a radius of 30.00 feet; thence southwesterly along said curve through a central angle of 64°22'04" and an arc distance of 33.70 feet; thence S 63°16'49" W, a distance of 339.54 feet to the point of curvature of a curve to the right having a radius of 30.00 feet; thence westerly northwesterly along said curve through a central angle of 111°58'15" and an arc distance of 58.63 feet; thence S 85°15'04" W radial to the last described curve, a distance of 10.00 feet to the east right of way line of Mill Street; thence S 04°44'56" E along said right of way line, a distance of 129.40 feet to the point of beginning of this easement description.



AND TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities over, under and through the following described EASEMENT B:

EASEMENT B

Commencing at the concrete monument at the intersection of Mill Street and Jackson Street as shown on the survey recorded in Volume 16 of Surveys at page 35 as Auditor's File No. 9408090020, records of Skagit County, Washington; thence N 04° 44' 56" W along the centerline of Mill Street, a distance of 293.30 feet; thence N 85° 15' 04" E, a distance of 20.00 feet to the east right of way line of Mill Street; thence N 85° 15' 04" E, a distance of 10.00 feet to the point of curvature of a non-tangent curve to the right having a radius of 30.00 feet, from which the radius point bears N 85° 15' 04" E from said point of curvature; thence northeasterly along said curve through a central angle of 68° 01' 45" and an arc distance of 35.62 feet; thence N 63° 16' 49" E, a distance of 444.59 feet to the point of beginning of this easement description; thence S 04° 42' 06" E, a distance of 286.00 feet to the point of curvature of a curve to the left having a radius of 20.00 feet; thence southeasterly along said curve through a central angle of 90° 00' 00" and an arc distance of 31.42 feet; thence N 85° 17' 54" E, a distance of 10.00 feet; thence S 04° 42' 06" E, a distance of 30.00 feet; thence S 85° 17' 54" W, a distance of 10.00 feet to the point of curvature of a curve to the left having a radius of 20.00 feet; thence southwesterly along said curve through a central angle of 90° 00' 00" and an arc distance of 31.42 feet; thence S 04° 42' 06" E, a distance of 10.00 feet to the north line of the above described Tract 1; thence S 85° 15' 04" W along said north line, a distance of 50.00 feet; thence N 04° 42' 06" W, a distance of 301.33 feet to the point of curvature of a curve to the left having a radius of 30.00 feet; thence northwesterly along said curve through a central angle of 112° 01' 06" and an arc distance of 58.65 feet to the south line of the above described Easement A; thence N 63° 16' 49" E along said south line, a distance of 98.43 feet to the point of beginning of this easement description.

PARCEL B:

Lot 1 through 4, inclusive, of Skagit County Short Plat No. PL04-0355, approved September 26, 2005, as recorded on September 26, 2005 under Skagit County Auditor's File Number 200509260206.

PARCEL C:

Lot A through D, inclusive, of Skagit County Short Plat No. PL04-0740, approved September 26, 2005, as recorded on September 26, 2005 under Skagit County Auditor's File Number 200509260206.

PARCEL D:

Tract 4

All of Parcels A, B, C, D, and those portions of Parcels E and F, Special Warranty Deed, recorded under Auditor's File Number 200212270093, records of Skagit County, Washington, as corrected by Correction to Special Warranty Deed, recorded under Auditor's File Number 200309230093, records of Skagit County Washington all in the east half of Section 1, Township 34 North, Range 4 East, W.M. lying north and east of the following described line:

Beginning at the northwest corner of Block 7, PLAT OF MOUNTAIN VIEW ADDITION ON CLEAR LAKE recorded in Volume 2 of Plats at page 65 records of Skagit County, Washington; thence S 61° 55' 43" E, distance of 279.93 feet to the most northerly point of the west line of the hereinafter described Easement A; thence N 88° 54' 45" E along the north line of said Easement A, a distance of 60.00 feet to the northeast corner thereof; thence S 01° 05' 15" E, a distance of 102.11 feet; thence N 88° 23' 15" E, a distance of 408 feet, more or less, to the ordinary high water line of Clear Lake and terminus of this line description, (for the



purpose of this description, the west line of Block 7, PLAT OF MOUNTAIN VIEW ADDITION ON CLEAR LAKE bears N 00°40'37"W).

Situate in the Town of Clear Lake, Skagit County, Washington.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over under and through the following described parcel:

EASEMENT A

Commencing at the concrete monument at the intersection of Mill Street and Jackson Street as shown on the survey recorded in Volume 16 of Surveys at page 35 as Auditor's File No.9408090020, records of Skagit County, Washington; thence N 04° 44'56" W along the centerline of Mill Street, a distance of 293.30 feet; thence N 85° 15'04" E, a distance of 20.00 feet to the east right of way line of Mill Street and the point of beginning of this easement description; thence N 85°15'04" E, a distance of 10.00 feet to the point of curvature of a non-tangent curve to the right having a radius of 30.00 feet, from which the radius point bears N 85°15'04" E; thence northeasterly along said curve through a central angle of 68°01'45" and an arc distance of 35.62 feet; thence N 63°16'49" E, a distance of 444.59 feet; thence N 01°05'15" W, a distance of 102.11 feet; thence S 88°54'45" W, a distance of 60.00 feet; thence S 01°05'15" E, a distance of 45.46 feet to the point of curvature of a curve to the right having a radius of 30.00 feet; thence southwesterly along said curve through a central angle of 64°22'04" and an arc distance of 33.70 feet; thence S 63°16'49" W, a distance of 339.54 feet to the point of curvature of a curve to the right having a radius of 30.00 feet; thence westerly northwesterly along said curve through a central angle of 111°58'15" and an arc distance of 58.63 feet; thence S 85°15'04" W radial to the last described curve, a distance of 10.00 feet to the east right of way line of Mill Street; thence S 04°44'56" E along said right of way line, a distance of 129.40 feet to the point of beginning of this easement description.



EXHIBIT "B"

ROAD DRAINAGE FACILITIES MAINTENANCE COVENANT

UNOFFICIAL DOCUMENT



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Skagit County Auditor

EXHIBIT B

note: exhibit 1-4 not attached see
AF#200509260207

ROAD AND DRAINAGE FACILITIES MAINTENANCE
COVENANT
RE: CULTUS VIEW, L.L.C., CLEARLAKE, WASHINGTON

THIS COVENANT made and entered into this 8th day of October, 2004 by CULTUS VIEW, L.L.C. (hereinafter "Declarant") is recorded in connection with the division of Declarant's property situated in Clearlake, Skagit County, Washington, by Skagit County Short Plat No. PL04-0355 and Skagit County Short Plat No. PL04-0740.

1. Purpose. The purpose of this Covenant shall be to provide adequate funds for the repair and maintenance of the private roads and drainage facilities, described in paragraph 4. below, for the continued use and benefit of the owner(s) and future owner(s) (hereinafter "Owners") of the property described in paragraph 3. below. "Owners" shall include any person(s) holding a title ownership and/or beneficial interest in the property described in paragraph 3. below whether by deed, real estate contract or other instrument evidencing the ownership of the property.

2. Successors and Assigns. This Covenant touches and concerns the land and shall run with the land and be binding on all parties having or acquiring any right, title, or interest, or any part thereof in the property described in paragraph 3. below including the Declarant, heirs, successors, and assigns.

3. Property. The property to be served by the roads and drainage facilities and subject to the terms of this Covenant is defined as four (4) Tracts of land created by Declarant by boundary line adjustment, legally described in exhibit 1-4 attached hereto and incorporated herein, and any subdivision of said four (4) Tracts, including but not limited



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to Skagit County Short Plat No. PL04-0355 and Skagit County Short Plat No. PL04-0740. For the purposes of voting in this Covenant, each Tract above, or every subdivision lot of each Tract above as the case may be, is entitled to one (1) vote (common area is excluded).

4. Private Roads and Drainage Facilities. The private roads and drainage facilities subject to this Covenant are identified in Skagit County Short Plat No. PL04-0355 and Skagit County Short Plat No. PL04-0740, as that property comprising: Easement A - 60' easement for ingress, egress and utilities per A.F. #200404300122 (Sawyer Lane); Easement B - 50' easement for ingress, egress and utilities per A.F. #200404300122 (Sawyer Court); additional 25' easement to be combined with Easement B (Sawyer Court) for a total of 75' of easement for ingress, egress, utilities, and drainage; and a 10' drainage easement delineated on lot 2 of Skagit County Short Plat No. PL04-0355.

5. Standards of Maintenance. The Owners shall maintain the private roads and drainage facilities described in paragraph 4. above to the original specifications included on the approved construction plans of Skagit County Short Plat No. PL04-0355 and Skagit County Short Plat No. PL04-0740. The duty to maintain includes structural repair and/or replacement and routine maintenance. Routine maintenance shall include, but not be limited to, the following: the entire surface of the roadways shall periodically be rocked and graded so as to allow free and reasonable passage of vehicular traffic; the culverts shall be maintained by removing any accumulated silt; the detention swale shall be cleaned out when silt accumulates to six (6) inches above the invert of the culvert under Sawyer Court; the cap and orifice on the culvert under Sawyer Court shall be periodically inspected to make sure that the cap is in place and the orifice is not plugged; and the swale leading to Clear Lake shall be inspected to insure there is proper flow from the culvert to the lake. No maintenance of native vegetation or the grass planted in the detention swale and outlet swale to Clear Lake is necessary. Where any question exists as to the standards to be applied, the Responsible Owner identified below in paragraph 6. may obtain a recommendation from a licensed professional engineer.



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6. Responsible Owner. There shall be a "Responsible Owner", who is empowered to administer this Covenant. The Responsible Owner shall have the authority to call meetings of the Owners, assess and collect charges from the Owners, and to contract for the purposes of accomplishing the purposes of this Covenant. In so acting, said Responsible Owner shall be acting on behalf of all Owners for the limited purposes described herein. The Responsible Owner shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of this Covenant. In the event funds are not paid when due, said Responsible Owner may maintain an action to collect the funds and shall be entitled to costs and a reasonable attorney's fee upon recovery. All costs incurred by the Responsible Owner shall be charged to the accounts described above.

As long as the Declarant owns any of the property described in paragraph 3. above, Declarant shall be the Responsible Owner. Thereafter, a new Responsible Owner shall be designated by the affirmative vote of fifty percent (50%) of the Owners of the property described in paragraph 3. above, to serve for a minimum of one (1) year. On an annual basis thereafter, the Owners shall designate a new Responsible Owner, to whom the maintenance duties, monies and statements will be assigned. The Responsible Owner must be an Owner of property described in paragraph 3. above.

7. Charges. The Responsible Owner may assess and collect from the Owners monetary charges, as needed, to pay for the maintenance required in paragraph 5. above and to administer this Covenant. Except as provided below, the monetary charges shall be divided evenly amongst all of the Owners and shall be paid within fifteen (15) days of notification of charge. After the Declarant is no longer the Responsible Owner, the Owners may establish, by the affirmative vote of fifty percent (50%) of the Owners, an annual assessment schedule based upon undeveloped lots, developed lots, extraordinary usage, and extraordinary repairs.



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8. Amendments. This Covenant may not be amended except by the written and signed approval of seventy-five percent (75%) of the Owners of the property described in paragraph 3. above.

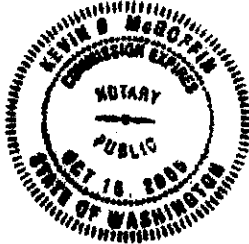
SIGNED THIS 8th day of October, 2004

CULTUS VIEW, L.L.C. (Declarant)
By: Robert Janicki, Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 8th day of October, 2004, before me personally appeared Robert Janicki, to me known to be the Managing Member of 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 Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



NOTARY PUBLIC, in and for the State of
Washington, residing at Spokane, WA
Kevin S. McBoffin
Print Name
My commission expires: 10-15-2005

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 23 2005

Amount Paid \$ 0
By DC Skagit Co. Treasurer Deputy

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EXHIBIT "C"

ARCHITECTURAL CONTROL COMMITTEE CHECK LIST

UNOFFICIAL DOCUMENT



EXHIBIT C
CULTUS VIEW
ARCHITECTURAL CONTROL STANDARDS CHECKLIST

APPLICANT: _____
NAME: _____
ADDRESS: _____

PHONE: _____
LOT NO. _____

To be furnished by Applicant:

For Coordinating Architect Use:

PRELIMINARY REVIEW

Two Sets of Plans & Specifications Received
Exterior Elevation or Picture
First Floor Dimensions
Site Plan Sketch

APPROVAL

Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____

FINAL REVIEW

SITE PLAN

1. Property boundaries and dimensions
2. Building and deck dimensions
3. Existing trees to remain
4. Existing trees to be removed
5. Existing and finished grades shown
6. Total Lot square footage
7. Front, side and rear setbacks
8. Easements shown
9. Location of driveways, walks, fences,
Service yards
10. Roof overhangs shown
11. Site and footing drainage shown
12. Utility locations shown
13. Impervious lot coverages
14. Final floor elevations

APPROVAL

Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____



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CULTUS VIEW
ARCHITECTURAL CONTROL STANDARDS CHECKLIST- Page 2

To be furnished by Applicant:

LANDSCAPE PLAN

1. Materials, colors and specs - hardscaping
2. Location, details and specs - plantings
3. Other landscape features
4. Landscaping in non-required areas shown
5. Front yard landscaping
6. Fences - Materials, design and heights

ELEVATION DRAWINGS

1. Siding type and color
2. Exposed foundations
3. Trim and fascia material and color
4. Roof material - color and sample
5. Skylights shown - height above roof
6. Doors - entry & garage, material & color
7. Windows & Glazing - material & color
8. Side yard windows
9. Entry Porch
10. Decks
11. Chimneys
12. Railings
13. Exterior lighting shown
14. Building height
15. Building square footages
16. Garage
17. Driveway - materials & parking

CROSS SECTION DRAWING (S)

1. Foundation design
2. Exterior wall design, colors & materials
3. Roof design, pitch & materials

FLOOR PLANS

1. Internal layout and dimensions each room
2. Total square footage of each floor
3. Location and size of doors and windows
4. HVAC location

For Coordinating Architect Use:

APPROVAL

Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____


APPROVAL


Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____

Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____

APPROVAL

Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____
Yes ___ No ___ Comments _____


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CULTUS VIEW
ARCHITECTURAL CONTROL STANDARDS CHECKLIST - Page 3

This submission has been reviewed with respect to conformance with "The Cultus View Architectural Control Standards" established by the Cultus View Homeowners' Association. This submission has not been reviewed with regard to the requirements of Skagit County and/or the Uniform Building Code, or any other prevailing laws, ordinances, codes or regulations of authorities having jurisdiction over the work represented by this application. Approval of this application does not imply conformance with such requirements.

APPROVED _____

DATE _____

APPROVED AS NOTED _____

DATE _____

REVISE AND RESUBMIT _____

DATE _____

NOT APPROVED _____

DATE _____

RECOMMENDATIONS:



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