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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
CATTAIL CORNER BINDING SITE PLAN**

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR CATTAIL CORNER
BINDING SITE PLAN

GRANTOR:

GARY A. & DIANE M. STEEN; JAIBAB WAPAR,
LLC; WENATCHEE EQUITY INVESTORS, LLC;
STANDARD SERVICES AND DISTRIBUTION,
INC.

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

LOTS 1, 2, 3 & 4 STEEN BSP AF#

FULL LEGAL DESCRIPTION ON:

P. 1

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TAX PARCEL NOS.:

P23668, P23667, P23670, P23673
P23611, P23613

Dated 12-29-10

ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY: PURPOSE

1.1. Identification of Declarant and Property.

GARY A. & DIANE M. STEEN; JAIBAB WAPAR, LLC; WENATCHEE EQUITY INVESTORS, LLC; STANDARD SERVICES AND DISTRIBUTION, INC., hereinafter collectively referred to as the "Declarant," collectively owning in fee simple the land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property"). Declarant has submitted the Property to Chapter 16.20 of the Burlington Municipal Code (hereinafter referred to as the "Ordinance"), and has thus created from such Property a commercial binding site plan known specifically as "Cattail Corner Binding Site Plan," and known generally herein as "Cattail Corner" or the "Project."

1.2. Reference to Binding Site Plan - Legal Description of Property Burdened.

Concurrently herewith, the Declarant has recorded with the Auditor of Skagit County, Washington a certain binding site plan map showing the location and dimensions of various lots and/or tracts and Common Areas within the Project, together with other necessary information; this binding site plan map is hereinafter referred to as the "Binding Site Plan." This Declaration of Covenants is recorded as a condition of municipal approval of said Binding Site Plan, to benefit and burden the following described real property: Lots 1, 2, 3 and 4, Cattail Corner Binding Site Plan, as per the map thereof recorded at Auditor's File No. _____, records of Skagit County, Washington.

1.3. Purpose.

This Declaration of Covenants, together with the Binding Site Plan 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 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 II

DEFINITIONS

2.1. "Assessment" means all sums chargeable by the Association against a Lot including, without limitation: (a) Regular, Special and Limited Common Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of



collection, including reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

2.2. "Association" or "Owners Association" means the nonprofit corporation incorporated at the direction of the Declarant to manage the Common Areas of this Project and enforce the provisions of the Governing Documents.

2.3. "Board of Directors" means the body with primary authority to manage the affairs of the Association.

2.4. "Common Areas" means those portions of the property within the Project so designated on the Binding Site Plan, along with any other real property owned by the Association or for which the Association has maintenance responsibilities under this Declaration of Covenants. Common Areas are further defined and described in Article V hereof.

2.5. "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves; without limitation, such expenses include those necessary or desirable for maintaining, repairing, replacing, insuring or managing the Common Areas, along with taxes, other insurance, professional services and all other goods and services provided by the Association to its members.

2.6. "Common Expense Assessment Liability" means the liability for Common Expenses allocated to each Lot pursuant to Section 10.1 of this Declaration of Covenants.

2.7. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

2.8. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants, or (b) reserves or succeeds to any Special Declarant Right under the Declaration of Covenants.

2.9. "Declarant Control" means the right of the Declarant or persons designated by the Declarant to veto a proposed action of the Board or Association that would unreasonably interfere with Declarant's ability to timely complete the planned improvements and sell the Lots in accordance with the Development Plan, pursuant to Sections 8.1 and 16.6 of this Declaration of Covenants.

2.10. "Declaration of Covenants" means this document, which facilitates the creation of this Project; the term also includes any lawful amendments to this document.

2.11. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City or County in which the Project is located. The term also includes any amendments thereto approved by applicable governmental entities.

2.12. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

2.13. "Governing Documents" means the Declaration of Covenants, the Binding Site Plan, the Bylaws of the Association along with any Rules and Regulations adopted by the Board of Directors.



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2.14. "Limited Common Expenses" are portions of the Common Expenses for which one or more, but fewer than all Lot Owners may become liable under the terms of the Governing Documents.

2.15. "Lot" means a physical portion of the Project designated for separate ownership, the boundaries of which are depicted on the Binding Site Plan.

2.16. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.17. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.18. "Occupant" means a person lawfully occupying any Lot; the term includes Lot Owners, their family members, their tenants and any employees of any of the foregoing.

2.19. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity.

2.20. "Project" or "the Project" means all the Property within the Project, along with all the improvements constructed therein, and all other institutions and things serving the Owners of Lots therein, including the Association.

2.21. "Property" or "the Property" means all the real property described as being contained within the Plat Map.

2.22. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.23. "Special Declarant Rights" means rights reserved for the benefit of the Declarant: (a) to complete improvements indicated on the Binding Site Plan; (b) to maintain sales offices, management offices, signs advertising the Project, and models; (c) to use easements through the Common Areas for the purpose of making improvements within the Project; (d) to appoint or remove any officer of the Association or any member of the Board of Directors; or (e) to veto or approve a proposed action of the Board or Association during any period of Declarant Control reserved in this Declaration of Covenants. Special Declarant Rights are described in Section 16.6 hereof.

2.24. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the standards of the Project and with all applicable legal, administrative or regulatory requirements.

ARTICLE III

DESCRIPTION OF PROJECT AND ITS AMENITIES



3.1. General Project Description.

The Project is located at the corner of State Route 20 and Nevitt Road in Burlington, Washington. It is designed for lawful commercial uses and accessory residential uses, as permitted by the City of Burlington; see Sections 9.1.1 and 9.1.2 hereof. The Project is served by private roadways known as "Wetlands Way" and "Conservation Lane." Stormwater from the Project will be treated by a private stormwater system to be maintained in perpetuity by the Property Owners' Association described in Article VII hereof.

3.2. Development Plan.

The Project will be developed in accordance with the Binding Site Plan, and any amendments thereto, for the Project approved by the City of Burlington. The Project will likely be developed in multiple phases, and decisions on when and how to construct improvements within the Project shall be market-based.

3.3. Common Amenities.

The Project's common amenities consist of private roadways known as "Wetlands Way" and "Conservation Lane," common signage facilities with associated landscaping and any lighting and/or irrigation equipment and associated pipes and wiring, and an engineered stormwater system.

3.4. Property Owners' Association Maintains Common Amenities.

An incorporated Property Owners, Association [the "Association"] will be formed to maintain, repair, replace, manage and insure the Common Amenities, as provided in Article VII hereof. All Lot Owners will be members of the Association; all Owners will have the right to elect the members of the Association's Board of Directors; and all Owners will be obligated to pay Common Expense Assessments to the Association so that it can properly discharge its obligations to the Project and Lot Owners.

ARTICLE IV

LOTS

4.1. Number and Location.

The Project contains four (4) Lots which are depicted on the Binding Site Plan. The location of existing Lots and their dimensions are shown on the Binding Site Plan.

4.2. Construction on Lots.

All construction shall be conducted in accordance with applicable building and fire codes. All commercial buildings and other improvements will be constructed within the Lots by or under the direction of the Declarant and/or its affiliate(s), according to a common design scheme established by the Declarant, as more fully set forth in Section 9.2 herein.



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4.3. No Permanent Construction Within Easements.

No permanent building, deck, fencing or other structure shall be constructed within the easement areas on the Lots depicted on the Binding Site Plan.

4.4. Upkeep of Lots.

Each Owner, at his or her sole expense, shall have the right and the duty to keep the Owner's Lot and its building(s) and any other improvements in good order, condition and repair and shall do all decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the business activities of other Owners or Occupants. All drain lines serving the building on the Lot shall be maintained by the Owner to their point of connection with common lines in drainage easements.

4.5. 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.

4.6. Combining Lots and Relocation of Lot Boundaries.

4.6.1. Subject to the provisions of any applicable building, zoning or other applicable regulations, the boundaries between adjoining Lots may be relocated, or Lots may be combined. The Allocated Interests formerly allocated to each of the Lots which were combined shall be allocated to the resulting Lot.

4.7. Subdivision of Lots - Effect on Votes and Assessments.

If a Lot is lawfully subdivided by its Owner through appropriate land use proceedings consistent with the requirements of the City of Burlington, each new Lot created by such subdivision shall become bound by these Covenants. Each Lot Owner shall become a member of the Association, shall have a vote in the Association, and shall have a right to use the Common Areas of the Project. The Allocated Interests formerly allocated to the subdivided Lot shall be reallocated to the new Lots in any reasonable and equitable manner prescribed by the Owner of the subdivided Lot.

ARTICLE V

COMMON AREAS



5.1. Common Areas.

The Common Areas of the Project consist of the Common Amenities described in Section 3.3 hereof, including private roadways and an engineered stormwater system located. All the Common Amenities are located within the Lots, in various Easement Areas depicted on the Binding Site Plan. Such Easement Areas variously burden and benefit the Lots for the purposes of providing ingress, egress, utilities, drainage, water, sewer, signage and stormwater conveyance and treatment.

5.2. Maintenance, Repair and Replacement.

The Association, through its Board of Directors, is and shall remain perpetually responsible for all necessary Upkeep of the Common Areas. See Article VI hereof for further details.

5.3. Use of Common Areas.

The Common Areas shall be used only for the furnishing of such services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located within the Common Areas shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents or Rules and Regulations adopted by the Board, no Owner shall make any private, exclusive or proprietary use of any of the Common Areas.

5.4. No Interference with Common Areas.

No Lot Owner shall obstruct any of the Common Areas nor shall any Lot Owner place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors.

5.5. Right of Access - Liability for Costs of Repairs.

Each Lot Owner shall afford to the Association, and to its agents, contractors or employees, access through the Owner's Lot as may be reasonably necessary for the purposes of maintenance, repair and replacement of the Common Areas. If damage is inflicted on the Lot or its any improvements or appurtenances as a result of such activities, the Association shall be liable for the repair thereof.

ARTICLE VI

MAINTENANCE OF COMMON AREAS

6.1. Association's General Maintenance Responsibility.

The Board shall develop a schedule of routine maintenance for all components of the Common Areas which require Upkeep, establishing appropriate times during each year when such maintenance should occur. The Board should also periodically undertake an analysis of the adequacy of the Association's reserve fund; such analysis should (i) ascertain the probable remaining useful life of each component of the Common Areas which will require replacement or major repairs, (ii) estimate the probable cost of such replacement or repair for each such component, (iii) establish an annual reserve budget which would, when funded,



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minimize the necessity for the imposition of a special assessment upon the Owners within the foreseeable future.

6.2. Upkeep of Common Stormwater Facilities.

The Common Stormwater Facilities consist of conveyance piping and an engineered underground infiltration system located within Private Drainage Easements burdening Lot 4. All necessary Upkeep of those portions of the Stormwater System lying within the Private Drainage Easements depicted on the Binding Site Plan shall be conducted by the Association in accordance with provisions of the Operations and Maintenance Manual prepared by the Declarant's engineers, and otherwise in accordance with the DOE Stormwater Management Manual for Western Washington ["DOE Stormwater Manual"], as the same may be updated from time.

6.3. Perpetual Existence - Rights of the City of Burlington

The restrictions contained in this Article VI shall exist in perpetuity. No changes in the uses described herein for any of the Common Areas may occur without the advance written approval of the City of Burlington. The City reserves the right to enter upon the Property to inspect the stormwater system and to perform necessary maintenance thereto should the Association fail to do so.

ARTICLE VII

OWNERS ASSOCIATION

7.1. Name and Form of Association.

The name of the Association shall be the "Cattail Corner Owners Association." The Association has been or will be incorporated by the Declarant as a non-profit corporation under Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act ["the Act"]. The rights and duties of the members and of said corporation shall be governed by the provisions of the Act and this Declaration of Covenants. The Association shall remain organized as a profit or nonprofit corporation.

7.2. Powers of Association.

The Association, through its Board of Directors, shall have all powers granted to homeowners associations under RCW 64.38.020, irrespective of the fact that the Homeowners Association Act does not automatically apply to commercial property owners' associations.

7.3. Powers & Duties of Association.

7.3.1. Duties & Responsibility of Association.

The business of the Association shall be to maintain, repair and replace the Common Areas of the project, to provide necessary insurance coverage, and to enforce provisions of the Governing Documents to preserve the long-term value of the Property for the benefit of the Lot Owners.



7.3.2. Statutory Powers Exercised by Board of Directors.

The Association shall have, through its Board of Directors, all powers available to condominium associations under the Homeowners Association Act. Such powers are set forth with particularity in the Bylaws of the Association.

7.3.3. Power to Assign Future Income.

The Association shall have the power to assign its right to future income (including the right to receive common expense assessments), provided that any specific assignment is approved by the vote or agreement of Owners holding a majority of the voting power of the Association.

7.4. Membership and Voting Rights.

The Owner of each Lot in the Project shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Owner's Lot. Membership and voting rights are further specified in the Articles of Incorporation and Bylaws of the Association. The Declarant has allocated to each Lot in the Project a vote in the Association which is known as the Lot's Allocated Interest for voting, or "vote". The allocation of voting power among the Lots has been determined generally on the basis of the size of each Lot relative to all other Lots in the Project. Each Lot's Allocated Interest for voting is expressed as a percentage of the total voting power and is stated with particularity on the attached Exhibit A.

7.5. Membership an Appurtenance.

The Owner of each Lot in the Project shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Owner's Lot.

7.6. 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.

7.7. Lapse of Corporate Status - Personal Lot-Owner Liability Created.

7.7.1. Association Must Remain Incorporated.

The Association shall have perpetual existence. The Lot Owners shall not permit its corporate charter to be dissolved or abandoned, nor may the Association's obligations under this Declaration of Covenants with respect to the Common Areas be altered or abandoned absent the advance written approval of the City of Burlington.

7.7.2. Corporation Protects Owners - Owners Personally Liable Upon Abandonment.

Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Lot Owners shall become jointly and severally liable for all obligations imposed upon the Association under these Covenants. The corporate status of the Association is designed to protect all the Lot Owners from personal liability, to the maximum extent permitted by law.



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7.8. Perpetual Existence - Rights of City of Burlington.

The Association shall have perpetual existence; it may not be dissolved or abandoned, nor may the Association's obligations under this Declaration of Covenants with respect to the Common Areas be altered or abandoned absent the advance written approval of the City, following a public hearing before the Planning Commission. Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Association shall become a partnership under which the Lot Owners shall be jointly and severally liable for all obligations imposed upon the Association under these Covenants.

ARTICLE VIII

MANAGEMENT OF ASSOCIATION

8.1. Management by Declarant.

The Declarant has reserved Special Declarant Rights to veto a proposed action of the Board or Association that would unreasonably interfere with Declarant's ability to timely complete the planned improvements and sell the Lots in accordance with the Development Plan and in accordance with Section 9.2 hereof, for a period of twenty (20) years, or until all Lots in the Project are sold to purchasers unrelated to the Declarant. See Section 16.6 for further details.

8.2. Authority of the Board.

8.2.1. General Authority.

The Board, for the benefit of the Project and the Owners, shall perform all Upkeep for the Common Areas, 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.

8.2.2. 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.

8.2.3. 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.

8.2.4. 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.



8.3. 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.

ARTICLE IX

PERMITTED USES

9.1. Permitted Uses

9.1.1. Commercial Use.

The Lots and Common Areas in this Project may be used for any and all commercial purposes consistent with applicable laws, ordinances and regulations of any governmental authority with jurisdiction.

9.1.2. Residential Use.

Residential uses are not permitted.

9.1.3. Vehicle Parking and Operation.

Parking is at a premium within the Project. To protect the interests of all Lot Owners in having sufficient customer parking, parking spaces within the Project are restricted to use for parking of operable, properly registered automobiles, light trucks and family vans; other items and equipment may be parked or kept therein only if expressly permitted by Rules and Regulations and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors. Large commercial vehicles may be parked within the Lots for purposes of loading and unloading only. No parking is permitted within the private roadway. Vehicles shall be operated in a safe and responsible manner while on the Property. Vehicle repairs are not permitted within the Common Areas or within any designated parking areas within the Lots. The Board may require removal of any inoperative or unregistered vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may cause removal at the risk and expense of the owner thereof, under such reasonable procedures as may be provided by Rules and Regulations adopted by the Association. Any handicapped spaces shall remain open for use by vehicles properly designated for handicapped use. The Board may adopt rules and regulations governing other aspects of vehicle parking and use within the Common Areas of the project, including protection of the environment, restrictions on vehicle speed, and designation of areas subject to further restrictions on vehicle parking.

9.1.4. Compliance with Environmental Laws.

Use of the Lots and Common Areas of this Project is 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, the maintenance and operation



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of structures and the conduct of business. No 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.

9.1.5. Reportable Uses.

A Reportable Use shall mean (i) the installation or use of any above or below ground storage tank, or (ii) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority. Reportable Use shall also include the Owner's being responsible for the presence in, on or about the Property of a Hazardous Substance with respect to which any applicable law, ordinance or regulation requires that a notice be given to persons entering or occupying the Property or any adjacent or neighboring property. Any such required notices shall be timely and properly given by Owner to any person(s) entitled to receive same.

9.1.6. Hazardous Substances.

A person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such person. No person shall improperly store or release from a Lot or the Common Areas any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infections biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Property or to the public health or safety or the health or safety of any lawful occupants of the Property, any and all such substances being known herein as Hazardous Substances.

9.1.7. Notice of Actions and Reportable Uses; Inspections.

Any person lawfully occupying any portion of the Property shall promptly provide written notice to the Association of any Reportable Uses or of any receipt of notice of governmental action or third party claims alleging noncompliance or suspected noncompliance with environmental laws or laws relating to hazardous substances. The Association shall have a right of entry, but not the obligation to enter into any Lot at any reasonable time in order to inspect for compliance with environmental laws or laws relating to Hazardous Substances.

9.1.8. Duty to Cleanup.

In the event of a spill or release of any hazardous substances within or from the Property, the person(s) causing or otherwise responsible for such spill or release shall promptly undertake thorough cleanup measures and provide notice to the Association, and to any governmental entity with appropriate jurisdiction, of the occurrence of the spill or release, and of the measures taken for cleanup and remediation.

9.1.9. Signs.

Reasonable signage for business purposes is permitted, pursuant to the terms of a Signage Plan to be adopted by the Board of Directors under Section 9.3 hereof in consultation with the City of Burlington. No sign of any kind shall be displayed to the public view on or from any Lot or Common Areas without the prior consent of the Board; provided that this Subsection shall not apply to Declarant or



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Declarant's agents, nor shall it be deemed to prohibit the Owner of a Lot from displaying a sign not larger than 3' X 5' in size, not located in the Common Areas, for a period of time in which the Owner's Lot is for sale or rent.

9.1.10. Uses by Declarant.

Nothing in the Governing Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.

9.2. Architectural Consistency and Control.

9.2.1. General Authority of Board of Directors.

To assure the health, safety and enjoyment of persons lawfully using any portion of this Project, and to promote visual harmony within the project, the Board of Directors shall have the power to enforce architectural control over the improvements constructed or reconstructed within the Project, in the manner hereafter provided. The improvements on all Lots shall be well constructed and of quality and appearance not incompatible with those improvements already constructed, so as to preserve a reasonably harmonious appearance within the Project, and shall be landscaped appropriately. Following termination of the Declarant Control Period, the Board of Directors may regulate the external design, signage, appearance, use and maintenance of the Property in accordance with the provisions of the Declaration of Covenants, and with Design Guidelines and procedures adopted to be adopted by the Board of Directors for this purpose. Design Guidelines approved by the Board of Directors shall be enforceable as if set forth herein in full. The Board of Directors shall have the power to impose reasonable application fees to evaluate any additions or changes to a building or structure proposed by an Owner. Such fees shall be specially assessed against the affected Owner.

9.2.2. Authority to Grant Variances.

The Board of Directors shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Owner, but describing the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed lawful.

9.2.3. Authority to Delegate Review Functions.

The Board may delegate the architectural review and control functions described herein to an agent or Committee.

9.2.4. No Liability for Architectural Review.

Neither the Association nor any permitted designee shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration of Covenants.

9.3. Signage Plan.

The Board of Directors shall develop a Signage Plan for the Project, to create a common theme for signs, devices and displays [collectively, "signs"] advertising the business activities conducted within the project. The Signage Plan shall contain provisions regulating the placement of signs within the common monument sign facilities, and may also regulate the placement of signs within Lots which are visible from other Lots and/or the Common Areas. Further provisions for signs appear in Sections 9.1.9 hereof.

ARTICLE X

ASSESSMENTS AND LIENS FOR COMMON EXPENSES

10.1. Assessments for Common Expenses.

10.1.1. Liability of Lots.

Except as provided in Section 10.1.4 hereof, the total amount of the estimated funds required to pay the Common Expenses of the Association set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed against the Lots in the following manner: The Declarant has allocated to each Lot a percentage of liability for Common Expense assessments, which has been determined generally on the basis of the size of each Lot relative to the other Lots in the Project.

10.1.2. Timing of Payments.

Until changed by resolution of the Board of Directors, the annual Assessment against each Lot for its share of the Common Expenses shall be due and payable on the first day of the month of February of each year. The Board may adopt further payment policies which permit payment in monthly or quarterly installments under conditions to be determined by the Board. Until changed by resolution of the Board of Directors, Assessments against each Lot for its share of the Common Expenses shall be due and payable on the first day of February of each year. The Board may adopt further payment policies which permit payment in installments under conditions to be determined by the Board.

10.1.3. Special Assessments.

The Board of Directors may levy a Special Assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any other deficiencies in operations or reserves occurring from time to time, but by statute, the Budget Ratification process described in Section 10.2 must be undertaken by the Board with respect to any such Assessment.



10.1.4. Limited Common Assessments.

(a) Any portions of the Common Expenses which vary among the Lots based upon divergent usage of special services or facilities, or other factors which justify differential assessment rates, shall be assessed differentially among the Lots. Any other Common Expense or portion thereof which benefits fewer than all of the Lots shall be assessed exclusively against the Lots so benefitted.

(b) If any Common Expense is caused by the negligence or misconduct of a Lot Owner, or if the Association provides Upkeep to a Lot for the benefit of an Owner, the Association may, subject to the provisions of the Bylaws, levy a Limited Common Assessment for that expense against the Owner's Lot; any other costs, fees, charges, or fines imposed or incurred by the Association associated with the Lot, along with any costs and/or attorney's fees recoverable under the Governing Documents, and interest on any delinquent account shall also be deemed a Limited Common Assessment.

10.1.5. Owners Personally Liable for Common Expenses.

Each Assessment shall be the joint and several obligation of the Owner(s) of the Lot to which the same are assessed as of the time the Assessment is due. Suit to recover a personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums. No Lot Owner may exempt himself or herself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Areas or by leasing, rental or abandonment of his or her Lot or otherwise. The failure or delay of the Board of Directors to adopt the Annual Budget for any year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided, and in the absence of an Annual Budget or adjusted Annual Budget, each Owner shall continue to pay (with or without notice) an Assessment at the rate established for the preceding fiscal year until an Assessment is made under a current Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Lot Owner.

10.2. Annual Budget - Development and Ratification.

10.2.1. 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 2.5 hereof, to be paid during such year. The Budget shall also contain provisions for creating, funding and maintaining reasonable reserves for major repairs and replacements of components of the Project for which the Association is responsible, for capital improvements approved by vote of the Association, and for the amount of any deductible under any insurance policy obtained by the Association, other than flood insurance. The Budget shall further take into account any expected income and any surplus available from the prior year's operating fund.

10.2.2. Meeting of Association to Ratify 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 Lot Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board of Directors. This procedure shall be deemed to govern both general assessments and special assessments.

10.3. Liability Following Conveyance of Lot.

A selling Lot Owner shall not be liable for the payment of any part of the Common Expenses assessed against his or her Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the Lot up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Lot Owner the amounts paid by the purchaser therefore. The holder of a mortgage or other purchaser of a Lot who obtains the right of possession of the Lot through foreclosure shall not be liable for Assessments that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Lot Owners, including such mortgagee or other purchaser of the Lot. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale as provided above.

10.4. Lien for Assessments.

The Association shall have a lien on a Lot for any unpaid Assessments levied against a Lot from the time the Assessment is due. If an Assessment is payable in installments, the Association has a lien for the full amount of the Assessment from the time the first installment thereof is due.

10.5. Perfection of Lien.

Recording of this Declaration of Covenants constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of the County in which the Project is located.

10.6. Priority of Lien.

10.6.1. A lien under this Section shall be prior to all other liens and encumbrances on a Lot except: (a) Liens and encumbrances recorded before the recording of the Declaration of Covenants; (b) a mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Lot.

10.6.2. The Association's lien shall also be prior to the mortgages described in subpart (b) of Section 10.6.1 hereof, to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the annual Budget adopted by the Association which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the Association or a mortgagee, the date of a trustee's sale in a nonjudicial foreclosure by a mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract.



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10.7. Enforcement of Lien.

The lien arising under this section shall be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Lot at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The Association may elect to take a deed in lieu of foreclosure in any such proceeding.

10.8. Limitation of Lien Enforcement.

A lien for unpaid Assessments and the personal liability for payment thereof is extinguished unless proceedings to enforce the lien are instituted within six years after the amount of the Assessments sought to be recovered becomes due.

10.9. Rent Subject to Lien for Assessments.

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Lot that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Lot as and when due. If the rent is not paid, the receiver may obtain possession of the Lot, refurbish it for rental up to a reasonable standard for rental units in this type of project, rent the Lot or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Lot and its improvements, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession from the Owner and collect rents under this subsection, and a receiver shall not be appointed less than ninety days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.

10.10. Remedies Cumulative.

The remedies provided are cumulative and the Board may pursue them concurrently, along with any other remedies which may be available under the law although not expressed herein.

10.11. Accounts; Commingling Prohibited.

Amounts collected by the Board of Directors as Assessments against the Lots for operating expenses or Reserves shall be kept in accounts in the name of the Association and shall not be commingled with funds of any other association, nor with the funds of any Managing Agent or any other person responsible for the custody of such funds. Any reserve funds shall be kept in one or more insured, segregated accounts and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are Officers or Directors of the Association.

ARTICLE XI

INSURANCE MATTERS



11.1. Association's Coverage.

The Board of Directors shall obtain and maintain liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors. Levels of coverage shall be determined annually by the Board of Directors with assistance from the agent of the insurance company affording such coverage.

11.2. Deductible.

The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association as a Common Expense. Funds to cover the deductible should be included in the Association's operating reserve account.

11.3. Insurance for Lot Owners.

11.3.1. General Provisions.

Each Lot Owner should obtain property and personal liability insurance covering the building(s) and other insurable improvements on the Lot, and providing liability coverage for the Lot and any portions of the Common Areas not covered by the Association's insurance policy.

11.3.2. Hazardous Uses - Pollution Insurance.

The Owner of any Lot which is used for any purpose for which special insurance is required by any statute or regulation shall obtain and keep in force such special insurance, which in each case shall name the Association as an additional insured, and shall provide that the insurance provided thereunder may not be canceled, substantially modified or reduced without at least 30 days' prior written notice to the Association. In particular, uses such as gasoline or diesel filling stations, or other uses where petroleum distillates or other hazardous substances are dispensed must have policies where the common pollution exclusion endorsement does not apply.

11.3.3. Commercial Tenants.

A tenant or subtenant of any Lot or portion thereof shall obtain insurance coverage equivalent to that described in Sections 11.3.1 and 11.3.2 for Owners; any such policy shall name the Association as an additional insured.

ARTICLE XII

CONDEMNATION

In the event that Common Areas of the Project are become subject to eminent domain proceedings, the Association shall be a necessary party to such proceedings.



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ARTICLE XIII

COMPLIANCE WITH LAW AND COVENANTS

13.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Governing Documents. All remedies provided the Association in this Article may be enforced against any tenant or other occupant of a Lot.

13.2. Liability for Conduct Causing Common Expense.

Each Owner shall be liable for the cost of all maintenance, repair or replacement rendered necessary by his or her misconduct, neglect or carelessness, or the misconduct, neglect or carelessness of any member of his or her family or his or her employees, agents, tenants or licensees, but only to the extent that such cost is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. The Association may recover such expense against the Owner through a Limited Common Assessment against the Owner's Lot as provided in Section 10.1.4 hereof, PROVIDED that no such Limited Common Assessment may be levied unless the allegedly offending Owner has been provided with notice of and an opportunity to be heard at a hearing to be conducted by the Board of Directors pursuant to the provisions of the Bylaws.

13.3. Enforcement by Association.

The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in the Governing Documents.

13.4. Legal Proceedings.

Failure to comply with any of the terms of the Governing Documents shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of Assessments, or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or, if appropriate, by any aggrieved Owner, and shall not constitute an election of remedies.

13.5. Costs and Attorney's Fees.

The Association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment. In any other proceeding arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. In the event that the prevailing party is the Association, the costs and attorney's fees so awarded shall constitute a Limited Assessment against the Owner's Lot.



13.6. Late Charges and Interest.

The Board may impose and collect reasonable late charges to encourage prompt payment of Assessments. Until changed by resolution of the Board with advice of counsel, the Board may collect a late charge: (a) when any Assessment or installment thereof is received by the Association more than ten (10) days beyond the due date of such Assessment or installment; (b) in an amount not to exceed the greater of \$25.00 or ten percent (10%) of the amount of said Assessment or installment. Delinquent Assessments shall bear interest from the date of delinquency at the rate of 12% per annum, or the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

13.7. No Waiver of Rights.

The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Governing Documents or the Act, shall not constitute a waiver of the right of the Association, the Board or the Owner to enforce such right, provision, covenant or condition in the future.

13.8. Remedies Cumulative.

A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents or the Act shall be deemed to cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or the Act or at law or in equity.

13.9. Occupants Subject to Rights and Responsibilities of Owners.

Any tenant or other occupant of an Owner shall be deemed to be bound by all portions of the Governing Documents that are binding upon the Owner, with the exception of the obligation to pay the dues, assessments and other charges owing by the Owner to the Association. All rights, remedies and procedures available to the Association when dealing with Owners under the Governing Documents shall be available to the Association when dealing with any tenant of an Owner.

ARTICLE XIV

LIMITATION OF LIABILITY

14.1. No Liability for Equipment Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article XI, neither the Association nor the Board nor the Declarant shall be liable for any failure of any equipment or services obtained by the Board, or for injury or damage to person or property caused by the elements, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders



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of a governmental authority. No diminution or abatement of liability for Common Expense Assessments shall be claimed or allowed for any such injury or damage, or for such inconvenience or discomfort.

14.2. No Bailment.

Neither the Board of Directors, the Association, any Owner nor the Declarant shall be considered a bailee of any personal property stored or placed on the Common Areas (including property located in vehicles parked on the Common Areas), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, nor shall they be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE XV

MORTGAGEE PROTECTION

Any representative of a Mortgagee or the institutional insurer of any mortgage may attend and address any meeting which a Lot Owner may attend. Mortgagee shall be entitled to inspect the books and records of the Association during normal business hours, and to obtain copies thereof upon payment of reasonable search and reproduction costs associated therewith.

ARTICLE XVI

EASEMENTS AND SPECIAL DECLARANT RIGHTS

16.1. Easements for Lots and Lot Owners.

Easements shown on the Binding Site Plan are hereby confirmed. Any easement shown on the Binding Site Plan which benefits one or more Lots in the Project, or which benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property, and may also impose obligations upon the Association. Reference should be made to the Binding Site Plan.

16.2. Easements for Association Functions.

16.2.1. General Reservation.

There is hereby granted and reserved to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

16.2.2. Easement Burdening Lot 4 for Underground Infiltration System.

Lot 4 is burdened with an easement for installation and Upkeep of the engineered underground infiltration system, and all pipes, wires, conduits and other fixtures serving same. Said easement is hereby granted to the Association and to any person installing or providing Upkeep for such facilities.



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16.2.3. Easements Burdening Lots 1 & 3 for Common Signage Facilities.

Lots 1 and 3 are burdened with easements for installation and Upkeep of common monument signs, along with any landscaping, wires, conduits and other fixtures serving same. Said easements are hereby granted to the Association and to any person installing or providing Upkeep for such facilities.

16.3. Easements for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors. See the Binding Site Plan for further details regarding location and description.

16.4. Easement for Emergency Access.

A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Areas to all police, fire, ambulance and other rescue personnel for the lawful performance of their functions during emergencies.

16.5. Easements for Declarant.

The Declarant reserves to itself and its any lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Project or for exercising Special Declarant Rights.

16.6. Special Declarant Rights.

16.6.1. Reservation.

The Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Project: to complete any improvements indicated on the Binding Site Plan or described earlier in this Declaration of Covenants; to maintain sales offices, management offices, signs advertising the Project, and models on the Property, all in such location or locations as the Declarant may unilaterally determine; to use easements through the Common Areas for the purpose of making improvements within the Project; and to veto a proposed action of the Board or Association that would unreasonably interfere with Declarant's ability to timely complete the planned improvements and sell the Lots in accordance with the Development Plan during the Declarant Control Period described in Section 8.1 hereof; the Declarant shall be deemed to hold a proxy from all Lot Owners during the Declarant Control Period for such purposes.

16.6.2. Status of Special Declarant Rights.

Each Special Declarant Right reserved by Declarant in this Declaration of Covenants has been, is and shall remain an equitable servitude burdening all lands subject thereto and running with such



lands. Each Special Declarant Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any successor declarant. Declarant has and shall retain, with respect to each Special Declarant Right, a power coupled with Declarant's interest in said lands.

ARTICLE XVII

AMENDMENT OF DECLARATION OF COVENANTS

17.1. 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. Amendments may be adopted only at a meeting of the Owners if at least 60% percent 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 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.

17.2. 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 Project and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

17.3. Special Restrictions.

No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration of Covenants without the consent of the Declarant and of any mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto, excluding mortgagees of Lots owned by persons other than the Declarant.

17.4. Amendments by Declarant.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants and to the Binding Site Plan for so long as the Declarant is the Owner of any Lot in the Project or until the expiration of the time limit for the exercise of any Special Declarant Rights reserved by the Declarant.

ARTICLE XVIII

MISCELLANEOUS



18.1. Notices for All Purposes, Delivery.

18.1.1. Any notice permitted or required to be delivered under the provisions of the Declaration of Covenants or the Bylaws may be delivered either personally or by mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board in writing, or to the most recent address known to the Board. With the advance written consent of any Owner, e-mail may substitute for ordinary mail. Notice to be given to the Association may be given to the President or Secretary of the Association, or to its Registered Agent.

18.1.2. New Lot Owners must supply their names, addresses and telephone numbers to the Secretary of the Association promptly after conveyance.

18.2. 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 Project.

18.3. No Right of First Refusal.

There is no right of first refusal in the Association limiting or restricting the right of any Lot Owner to sell, transfer or convey his, her or its Lot.

18.4. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this _____ day of _____, 2011.

SIGNATURES APPEAR ON FOLLOWING PAGES:



DECLARANT PARTIES:

Gary A. Steen
GARY A. STEEN

Diane M. Steen
DIANE M. STEEN

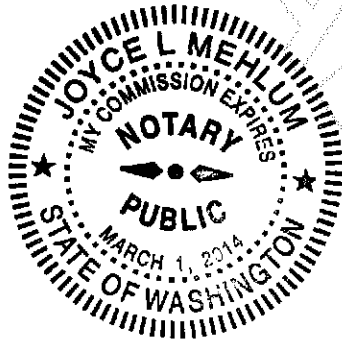
STATE OF WASHINGTON

)
) ss.
)

COUNTY OF SKAGIT

I hereby certify that I know or have satisfactory evidence that GARY A. STEEN and DIANE M. STEEN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they acknowledged it to be the free and voluntary act of such persons for the uses and purposes mentioned in the instrument.

DATED: January 10, 2011.



Joyce L. Mehlum
NOTARY PUBLIC for the State of
Washington. My Commission
expires 3-1-2014



STANDARD SERVICES AND DISTRIBUTION, INC.,
a Washington Corporation:

By

Sam A. Steen Pres.

Its

STATE OF WASHINGTON

)

) ss.

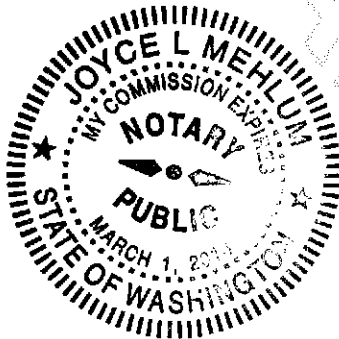
COUNTY OF SKAGIT

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I hereby certify that I know or have satisfactory evidence that Gary A Steen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Pres of the Declarant, STANDARD SERVICES AND DISTRIBUTION, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 10, 2011

Joyce L. Mehlum
NOTARY PUBLIC for the State of
Washington. My Commission
expires 3-1-2014



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JAIBAB WAPAR, LLC, a Washington Limited
Liability Company

By

Diane M. Steen

Its

STATE OF WASHINGTON

)

) ss.

COUNTY OF SKAGIT

)

I hereby certify that I know or have satisfactory evidence that Diane M. Steen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Pres of the Declarant, JAIBAB WAPAR, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


DATED: January 10, 2011.

Joyce L. Mehlum

NOTARY PUBLIC for the State of
Washington. My Commission
expires 3-1-2010




WENATCHEE EQUITY INVESTORS, LLC, a
Washington Limited Liability Company

By 
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Diane M Steen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Pres of the Declarant, WENATCHEE EQUITY INVESTORS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 10, 2011.


NOTARY PUBLIC for the State of
Washington. My Commission
expires 3-1-2014

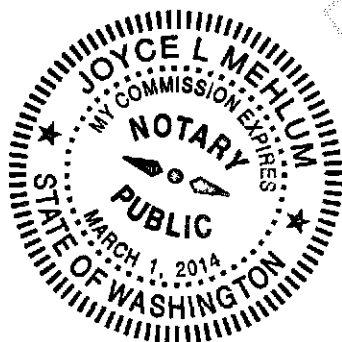


EXHIBIT A
TO DECLARATION OF COVENANTS FOR
CATTAIL CORNER

Lot No.	Allocated Interests*
Lot 1	25 %
Lot 2	25 %
Lot 3	25 %
Lot 4	25 %
Total	100%

*Allocated interests are the percentages of the votes in the Association and fractional liability for the Common Expenses of the Association , allocated to each Lot under Sections 7.4 and 10.1.1 of the Declaration.



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