

Return Address:

Chuckanut Ridge Property Owners Association
1235 Hilty Lane
Bow, WA 98232



201102170044
Skagit County Auditor

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Document Title: **AMENDED AND RESTATED CHUCKANUT RIDGE PROPERTY OWNERS
DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS,
AND ROAD MAINTENANCE AGREEMENT**

Grantors: 1. Barthold, John Larry
Fleming, Carol Ann
Additional names on page 12 of document, Exhibit A.

Grantees: 1. Barthold, John Larry
Fleming, Carol Ann
Additional names on page 13 of document, Exhibit B.

Abbreviated Legal Description: Portions of Sections 5, 8 and 9 of T3N, R3E W.M.
Full legal on page 14 of document, Exhibit C.

Assessor Parcel/Tax ID Number:

P47646	360305-4-001-0001	P95483	360308-1-001-0301
P47647	360305-4-002-0000	P96125	360305-4-002-0109
P47648	360305-4-003-0009	P96130	360305-4-001-0100
P47649	360305-4-004-0008	P96131	360305-4-004-0107
P47673	360308-0-002-0013	P96132	360305-4-003-0108
P47678	360308-4-006-0001	P99526	360309-3-003-0200
P47687	360308-1-001-0012	P102908	360308-0-006-0201
P47688	360308-1-001-0103	P104267	360305-4-002-0200
P47690	360308-1-002-0011	P104367	360305-4-002-0300
P47694	360308-1-003-0028	P104533	360308-1-001-0403
P47697	360308-1-003-0127	P106542	360305-4-003-0200
P47713	360309-2-002-0000	P110816	360305-4-002-0400
P47714	360309-2-002-0200	P112020	360309-2-002-0109
P47715	360309-2-003-0009	P115524	360305-4-001-0200
P47716	360309-2-003-0108	P116348	360305-4-004-0200
P47721	360309-3-002-0008	P116870	360308-1-001-0500
P47722	360309-3-002-0107	P127051	360309-3-003-0300
P47723	360309-3-003-0007	P124994	360308-1-001-0700
P90032	360309-3-003-0106	P120395	360308-1-001-0600
P90668	360308-1-001-0202	P121832	360308-0-002-0100

Reference Numbers of Documents Assigned or Released: 200105250116; 9607170108; 9112060131;
8909270044; 8407190064; 790797

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Amended and Restated Declaration of Covenants, Conditions and Restrictions

WHEREAS, the undersigned, hereinafter called the Declarants, are owners of lots of the following described real property located in Skagit County, Washington (the "Property"): See Attached Exhibit "C"; and

WHEREAS, it is the desire and intention of the Declarants to impose upon themselves mutually beneficial restrictions under a general plan or scheme of improvement for the benefit of all lots, single-family dwelling units, tracts, common areas or land in the subdivision, the future owners of those lands, and such other persons, corporations or entities as may be designated herein; and

WHEREAS, it is the desire and intention of the Declarants to establish and maintain a general plan for the Property with these stated goals: 1) to enhance and protect property values, desirability and attractiveness, 2) to limit the adverse impact of usage of all common roads and utilities, 3) to protect Declarants' health, safety and their rights to full enjoyment of the Property; and

WHEREAS, it is desirable to form an association to facilitate the goals of the Declarants, and

WHEREAS, this Declaration is intended to supersede that certain "Declaration of Covenants, Conditions, Restrictions, and Road Maintenance Agreement" recorded under Skagit County Auditor File No. 200105250116. The Declarants intend that this Declaration shall be the only Declaration and restrictive covenants that encumber the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by all of the Declarants, the Declarants, as the undersigned owners in fee simple of the lands hereby platted, hereby certify and declare that the conditions, covenants, and restrictions herein set forth shall inure to the benefit of, and be binding upon, the respective owners of each lot, each and every family unit occupying each residential tract and further declare that all of the property described above is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the subdivision or any part thereof as indicated herein.

I. DEFINITIONS

- A. "Accessory Building" shall mean a building that is incidental and subordinate to the single family dwelling unit and which meets any applicable building codes.
- B. "Association" shall mean the Chuckanut Ridge Property Owners Association, a Washington nonprofit corporation.
- C. "Board of Directors" shall mean the Board of Directors of the Association, as duly elected by the Declarants.
- D. "Commercial Road Use Fee" shall mean a fee paid to the Association for each approved Washington State Forest Practices Application, or equivalent forest crop harvest permit, for a given lot.
- E. "Common Road" shall mean that road covered by the Road Maintenance Agreement incorporated in this Declaration.



- F. "Declarants" shall mean the undersigned owners of the Lots located within the Property, their successors and any assigns.
- G. "Guest Quarters" shall mean a single family accessory dwelling unit as defined by applicable County building code(s).
- H. "Logging" shall mean the harvesting and removal of trees on a Lot to obtain income.
- I. "Lot" shall mean any subdivided parcel or contiguous parcels of real property, owned by one entity, located within the bounds of the Property.
- I. "Pre-Existing Dwelling Unit" shall mean a single family dwelling unit for which an application for a building permit was filed with Skagit County, prior to the effective date of the original CC&R's.
- J. "Property" shall mean the real property described in **Exhibit "C"** attached hereto and incorporated by reference herein.
- K. "Resident" shall mean any person whose primary residence and domicile is a Single Family Dwelling located within the Property.
- L. "Screened from View" shall mean that, with unaided vision, the object in question cannot be easily seen from the driving surface of the Common Roadway.
- M. "Single Family Dwelling" shall mean a permanent structure approved for occupancy that contains independent cooking, sleeping and septic facilities.

II. **GENERAL USE RESTRICTIONS and REQUIREMENTS**

- A. **Residential Use.** No Lot shall be used except for residential purposes and/or for the growth and harvesting of forest crops, except as noted in the following paragraph. No building shall be erected, altered, placed, or permitted on any Lot other than one (1) detached Single Family Dwelling and garage and customary Accessory Buildings. Any structure of a temporary nature is not permitted for permanent use as a residence or a guest house; however such temporary structures may be used for a temporary residence for up to one (1) year. Approval of the Board is required for usage beyond one (1) year. An Accessory Building is not permitted for use as a residence except as permitted by the Skagit County Code.

Home occupation uses, as defined by local zoning ordinances, and use of a portion of the Single-Family Dwelling as an office by the Lot owner are permitted, subject to all other provisions of this Declaration and if such use 1) does not create regular customer, client or employee traffic, 2) does not create a commercial appearance from the Common Road, and 3) complies with all applicable county, state, and federal zoning and land use regulations.

Day care, as defined by local zoning ordinances; group residences; and homes utilized for full-time supervision and housing of resident persons who, by reason of their mental or physical disability, addiction to drugs or alcohol, or family and social adjustment problems, are strictly prohibited and are not considered residential uses.

- B. **Growth and Harvesting of Forest Crops.** Declarants are encouraged to maintain, protect, and enhance the health of the forest throughout the Property through use of good forest practices as described by the Washington State Department of Natural Resources (DNR). Harvesting of forest crops shall be in compliance with all applicable local, state, and federal rules, regulations, and guidelines.



Within thirty (30) days of the issuance of an approved DNR Forest Practices Application for commercial harvest of forest crops on a Lot, the Declarant owner must submit a logging plan to the Board of Directors of the Association including, but not necessarily limited to, the dates that heavy equipment and logging trucks will be on site, the estimated number of roundtrips, a map showing logging truck route, and mitigation measures to minimize road damage and any adverse aesthetic impacts of the proposed logging activities. An assessment shall be due for each truckload of logs that travels over any portion of Chuckanut Ridge Drive, Hilty Lane, Buggia Vista Lane or Siever's Lane. The initial rate is set at \$200 per truckload. Before logging begins, the Declarant owner of said Lot shall pay to the Association fifty percent (50%) of the estimated, total Commercial Road Use Fee. Once the actual fee per truckload of forest crops harvested and removed equals the 50% of the total estimate paid, the Declarant owner of said Lot shall pay to the Association the remaining \$200 per truckload of forest crops removed within ten (10) days of each successive truckload removed until the harvest is completed. Failure to pay the required Commercial Road Usage Fees may result in suspension of the right to use the Common Road for transportation of logs. This Commercial Road Use Fee will be used to maintain the Common Road and can be reviewed and changed by the Board of Directors from time to time.

At all times during any commercial harvest of forest crops on a Lot, any view of said Lot from the Common Road must be kept free of rubbish, trash, debris, waste, and harvesting equipment to the fullest extent possible.

- C. Nuisance. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. Nuisance disputes which cannot be resolved by the affected parties will be settled by the Board of Directors.
- D. Signs. No sign of a commercial, political, or offensive nature shall be maintained or permitted on the exterior of any improvements or on any Lot located within the Property where the sign is visible from the Common Road.

Signs which are 1) of a reasonable size, 2) of reasonable content, 3) of a reasonable number per lot, and 4) have an appearance in concert with the surroundings of the property are permitted. If any Resident finds any sign offensive and the affected parties cannot resolve the dispute, the Board of Directors will settle the dispute.

- E. Rubbish/Trash and Lot Maintenance. All Lots, whether occupied or unoccupied, and all improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of rubbish or debris thereon.

No Lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. No outside incinerators or other equipment for the disposal of such material shall be used except as permitted by local, state, and federal regulations. No Declarant or their invited guest shall deposit grease, cooking oils, animal fats, gasoline, motor oil, or any other compound or substance on the surface of any Lot which may adversely affect the trees, plants, shrubs, greens, or other natural growth thereon, provided that the appropriate use of weed control chemicals, insect control chemicals, or fertilizers shall be permitted.

No improvement which has been partially or totally destroyed by fire, earthquake, or otherwise, shall be allowed to remain in such state for more than three (3) months, or such other reasonable period of time given all applicable circumstances, from the time of such destruction.



- F. Derrick/Drilling. No derrick or other structure designed for mining or the drilling of any substance other than water shall be erected, maintained, or permitted on any Lot.
- G. Antennas. Reasonable antennas and satellite dishes are permitted for private use only. Whenever possible these should be screened from view. No transmission tower for wireless communication or any other communication device shall be permitted to be installed which is designed to service the public other than Declarants.
- H. Boats/Trailers. Wherever possible all boats, utility trailers, trucks of more than one-ton capacity, campers, travel trailers, motor homes, and similar items or vehicles, shall at all times be Screened from View.
- I. Hunting. Hunting is not permitted.
- J. Utility Services. All water, electrical, communication, and septic (sewer) lines shall be run underground where potentially visible from the Common Road and in other areas not visible from the Common Road, wherever possible. All water, electrical, communication, and septic (sewer) lines located within the boundaries of each Lot shall be maintained in good order and repair by the Declarant and any work requiring the repair or maintenance of such lines shall be performed with timeliness and diligence and without any undue disturbance to the occupants of other Lots, except as may be reasonably necessary to accomplish such repair or maintenance work. Reasonable notice is required for power outage or road blockage. Such notice shall be posted in plain view in the entry gate area of the Common Road and a reasonable attempt to notify all Residents should also be made.
- K. Automobiles. All automobiles and other permitted vehicles if kept or parked on any Lot shall be kept in good working order and condition and limited to a reasonable number. Partially wrecked vehicles, disabled vehicles, or vehicles which are in a state of disrepair shall be Screened from View and limited to a reasonable number.
- No vehicles shall be abandoned on the Common Road or on any easement to the Common Road. No parking shall be permitted on the Common Road or other easements that provide access to the Common Road in a manner that impedes vehicular access on the road.
- L. Fences. Fences visible from the Common Road must be in keeping with the nature of the Property, must be constructed of a natural or 'natural look' materials, and may not exceed the height limits permitted by code. Specifically prohibited are fences constructed of barbed wire. Fences constructed of other materials, while permitted, must be Screened from View.
- M. Individual Entry Gates. Entry gates placed across private driveways must be constructed of natural or 'natural look' materials, stucco, and/or metal and in a style appropriate for the Property. Not permitted are wire, barbed wire or chain link.
- N. Guest Quarters. Guest Quarters are considered Accessory Buildings and are to be used only by Declarants, Residents, or their non-paying guests.
- O. Easement Prohibiting View Blockage. The Declarants reserve to the benefit of the Property and the Lots an easement limiting the height of structures and vegetation so that views from adjacent Lots are not unreasonably obstructed. Declarants whose view is unreasonably obstructed by trees or other vegetation on adjacent Lots shall have the right to cut, limb, top, or trim the obstructing tree or other vegetation, subject to the following conditions:



1. The Declarant who desires to trim the trees or other vegetation must send reasonable notice to the Declarant of the Lot(s) where the trees or other vegetation is located requesting that the obstruction be removed.

2. The Declarant of the Lot who desires to cut or trim the trees or other vegetation on an adjoining lot or lots must hire a bonded, licensed, professional tree trimmer to perform the work. The Declarant of the Lot who desires to cut or trim the trees or other vegetation shall pay any and all expenses in connection with the cutting and/or trimming and cleanup and, additionally, shall be responsible and liable for any damage that may occur to the other Declarant's Lot upon which the work is performed.

3. The Declarant of the Lot who is having trees cut or trimmed shall not cut or trim any tree lower than the elevation of the peak roofline of the Single-Family Dwelling which is located on the same Lot as the tree except by mutual consent of the parties. In any event, the Declarant who is having trees cut or trimmed shall not be permitted to destroy a tree unless permission is obtained from the affected Declarant.

4. If the Declarant who desires to cut or trim an obstructing tree or other vegetation and the Declarant on whose Lot the obstructing tree or vegetation is located cannot mutually agree on the cutting or trimming of the obstruction then the Board of Directors will settle the dispute.

P. Surface Water Runoff. No Lot shall be improved in such a way as to cause excessive surface water runoff that may damage or inconvenience other Lots or the Common Road.

Q. Rentals. Lease or rental of a Single-Family Dwelling or Guest Quarters for residential purposes shall not be considered a violation of this covenant so long as the lease:

1. Is for not less than the entire Lot and all improvements thereon.
2. Is for a term of not less than three (3) months, and
3. Is otherwise in compliance with such rules and regulations as may be promulgated and published, from time to time, by the Board of Directors.
4. Is in compliance with the applicable Zoning and Building Codes.

Any lessee or tenant shall be, in all respects, subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Declarant shall give notice of the rental to the Board. Such notice should include the term of the lease and the names and contact details of the tenants.

R. Pets/Animals. A reasonable number of animals may be raised, bred, or kept by a Declarant subject to rules and regulations of the Declaration. Pet/animal cages, kennels, or housing shall be Screened from View.

Pets/animals shall be kept in such a manner as to not be offensive to the sight, smell, or hearing of any Resident. No pet or animal shall be allowed to make an unreasonable amount of noise, to become a nuisance, or to adversely affect the safety and health of any Declarant or their invited guests.

The Board of Directors shall have the right to require a Declarant to remove from the Property a pet or animal that has been determined to be a nuisance.



III. CONSTRUCTION of IMPROVEMENTS

- A. A Single-Family Dwelling shall be of permanent construction and shall contain not less than two thousand five hundred (2,500) square feet of living area, not including the garage. Design and construction materials should be consistent with the Goals of the Declarants as stated in this Declaration.
- B. During the continuance of construction of the Single-Family Dwelling or any Accessory Building by a Declarant, the construction site, at all times, shall be maintained in a reasonably clean and uncluttered condition to the extent possible. Upon the completion of construction, all equipment, tools, construction materials, and debris shall be removed from the site or Screened from View.
- C. The Single-Family Dwelling placed on a Lot shall be completed as to external appearance, including exterior finish and paint, within eighteen (18) months from the date of commencement of construction, which shall be determined by the date of the associated building permit issued by the county.
- D. A Guest Quarters that conforms to all applicable County building code(s) for a single family accessory dwelling unit may be constructed.

IV. COMMUNITY ASSOCIATION

Declarants have formed a community association designated herein as the "Association" to include as its members all Declarants. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. The organization is a not-for-profit association, organized pursuant to Title 24 of the Revised Code of Washington and shall be known as the **"CHUCKANUT RIDGE PROPERTY OWNERS ASSOCIATION"**.

- A. Purpose. The purpose of the Association shall be:
 - 1. to construct, maintain, operate, and repair the Common Road according to the provisions of the Road Maintenance Agreement incorporated in the Declaration.
 - 2. to construct, maintain, operate, and repair the entry gate to the Common Road and the common easement area in the entry gate area,
 - 3. to administer and enforce the provisions of the Declaration, and
 - 4. to assess, collect, and disburse all dues as required.
- B. Maintenance of Common Property. The common property is principally the Common Road, its easements, and the entry gate to the Common Road in accordance with the provisions of the Road Maintenance Agreement incorporated in the Declaration.
- C. Assessments and Liens. The Declarants shall elect from their number the officers and board members of the Association. The Association shall have the power to enforce the provisions as stated in the Declaration for the establishment and collection of assessments as provided therein.
- D. Voting. In the conduct of Association business each Lot has one (1) vote regardless of the number of Declarants that are associated with that Lot. Only the Declarant of a given Lot or said Declarant's registered proxy may exercise the vote for that given Lot.



V. ROAD MAINTENANCE AGREEMENT.

The Declarants are bound by all terms and provisions of the Amended and Restated Road Maintenance Agreement attached hereto as **Exhibit "D"** and made a part hereof.

VI. EASEMENTS.

All existing recorded easements shall be maintained in effect. Each Declarant and its invited guests shall have the right of ingress, and egress over and across and access to the common utility lines installed under, the area that is thirty feet on either side of the center line of the existing Common Road (comprising a total of sixty feet in width, or as such area is more precisely defined by the survey attached hereto as Exhibit F) ("Common Road Easement Area"), and each Declarant hereby conveys to themselves, and to each of them, a perpetual, non-exclusive easement for (i) ingress and egress over and across, and (ii) access to utilities installed under, the Common Road Easement Area. Said easement shall be construed as a covenant running with the land, and shall be binding, upon the heirs, successors and assigns of the Declarants. Declarants also confirm and acknowledge the prior grant of that special utility only easement that commences at the end of Hilty Lane and proceeds up an old logging road before rejoining the Common Road Easement Area, as the same is more fully described in Exhibit F hereto ("Special Utility Easement Area")

Declarants hereby reserve an easement for their own benefit, and for the benefit of the owners of the property, covering encroachments into the boundaries of a Lot, or Lots, arising from the unintentional construction of driveways and roadways occurring prior to the adoption date of these Amended and Restated CC&R's. In the event such an encroachment has occurred due to the unintentional construction of a driveway or road prior to the date of the adoption of these Amended and Restated CC&R's, no owner may maintain any action for removal of any such encroachment, or an action for damages arising from such encroachment.

VII. PRE-EXISTING DWELLING UNITS.

The size limitation set forth in Article III A shall not apply to Pre-Existing Dwelling Units, *provided*, however that Pre-Existing Dwelling shall be subject to all other provisions of these covenants. The existence of the Pre-Existing Dwelling Units may not be used as a basis by any other Declarant to argue that there has been a substantial change in the character of the Property, or as any other evidence to prove that the covenants and restrictions contained herein are either unenforceable or invalid.

VIII. PROTECTION OF MORTGAGE OR DEED OF TRUST HOLDER.

No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust established in good faith, and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, Sheriff's sale or tax foreclosure sale of such Lot accepts the Lot free and clear of any lien recorded affecting such Lot, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.

IX. ENFORCEMENT

- A. The Association and any Declarant shall have the right to enforce, by legal proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and changes now or hereafter imposed by this Declaration or any other binding declarations and agreements. The failure of the Association or of any Declarant to enforce any rights hereunder shall not be deemed to constitute a waiver of the future exercise of such rights. The prevailing party in



any litigation involving the enforcement of any provision of this Declaration shall be entitled to a judgment for the reasonable attorney's fees and costs incurred in such litigation.

- B. In the event required maintenance expenses are not paid, then the Association shall have the right to sue for payment and indemnification from the defaulting Declarant and any judgment thus obtained shall include an award of reasonable attorney's fees, together with all costs of suit. In addition to the remedies specified herein, the Association shall have the right to enforce these remedies through the filing of a lien on the defaulting party's property for the share of maintenance costs not paid by said defaulting party. The Association shall have the right to obtain reimbursement for said costs through foreclosure of said lien and shall be entitled to reasonable attorney's fees and costs.
- C. No one may waive or otherwise escape liability for costs associated with maintenance of the Common Road by nonuse of the road or by abandonment of his Lot. All assessments regarding road maintenance are due without demand and shall accrue interest at the initial rate of twelve per cent (12%) per annum, or such other interest rate as may be established by a decision of the Board of Directors from time to time.
- D. Any Declarant found to be delinquent in the payment of Association dues or subject to a lien filed by the Association for any reason, shall lose the right to vote, or to sign a registered proxy to vote, on any properly conducted Association business until such time as the delinquent dues have been paid in full or any lien has been removed.
- E. In addition to other remedies provided at law or in equity, the Board may authorize imposition of fines for violations in any amount as may be established for such violation by the Board in accordance with the bylaws and applicable laws. In the instance where these covenants provide for the Board to act as arbiter, the Declarant shall initiate this process by filing a written request with the Board, and the Board shall issue a decision as soon as reasonably possible under the circumstances. All other violations which are not subject to arbitration shall be enforceable by either the Declarant or the Association by initiating appropriate legal action in the Superior Court of Skagit County. The prevailing party in any enforcement action initiated under these covenant conditions, reservations and restrictions shall be entitled to attorney's fees and costs incurred in enforcing the terms of the covenants.

X. GRANTEE'S ACCEPTANCE

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto, or by the execution of any contract for the purchase thereof, whether from Declarant's or any subsequent owner of such Lot, accept such contract upon and subject to each and every provision of this Declaration and the provisions contained herein and any other binding declarations and agreements, including the jurisdiction, rights and powers of Declarants, and by such acceptance, shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree, to keep, observe, comply and perform all obligations set forth in said documents.

Each such grantee also agrees, by such acceptance, to assume as against Declarants, their successors or assigns, all of the risks and hazards of ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to the Common Road, public paths, streams or other water courses.

XI. AMENDMENT TO DECLARATION

Each and every provision of this Declaration shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Association and the owners of any Lots subject hereto, their respective legal representatives, heirs, successors and assigns, for a period of ten (10) years from the date that this Declaration is recorded, after which time this Declaration shall be automatically extended for successive



periods of ten (10) years, unless an instrument terminating or amending this Declaration is filed of record with the Skagit County Auditor. This Declaration may be amended by the recordation of an amendment, signed by at least eighty per cent (80%) of the owners eligible to vote.

XII. SEVERABILITY.

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portions of this Declaration shall in no way be affected.

XII. PARAGRAPH HEADINGS.

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

XIV. NO WAIVER.

The failure of any party entitled to enforce any provision hereof, or to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

XV. COUNTERPARTS.

This Agreement may be executed simultaneously in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

XVI. CONFLICT.

In case of any conflict between the Articles of Incorporation, the Bylaws and these Declarations, these Declarations shall control first, then the Articles of Incorporation and then the Bylaws.

Dated this 30th day of November, 2010



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EXHIBIT "A"

ADDITIONAL NAMES OF GRANTORS

2. Belle Monde Estates LLC, a Washington limited liability company.
3. Cotton, Robert L.
Cotton, Jill
4. Elizabeth C. Dick Trust
Steven Hunter, Trustee
5. Godwin, Robert F.
Godwin, Mary J.
6. Gustafson, Charles R.
Gustafson, Alice F.
7. Hess Family Trust
David E. Hess, Trustee
Patricia L. Hess, Trustee
8. Hilty, Douglas G.
9. Hubner, Julie Ann
10. Huey, David
Sibold, John
11. McCarthy Living Trust
Charles B. McCarthy, Jr., Trustee
Anita G. McCarthy, Trustee
12. Mitchell, Roger H.
Mitchell, Kathryn S.
13. Rauch Family Trust,
Robert J. Rauch and
Iva M. Rauch, Trustees
14. Redstone, Alan J.
Christenson, Marie J.
15. Sawicki, Gerald Steven
16. Simmons, Barry J.
Simmons, Kelly
17. Walker, Kris
Walker, Susan
18. Williams, Sharon
19. Williamson, Kevin
20. Yenokida Family Trust
Gordon Yenokida, Trustee
Michou Yenokida, Trustee
21. Zakov, Z. Nicholas
Zakov, Donna



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EXHIBIT "B"

ADDITIONAL NAMES OF GRANTEEES

2. Belle Monde Estates LLC, a Washington limited liability company.
3. Cotton, Robert L.
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Steven Hunter, Trustee
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Godwin, Mary J.
6. Gustafson, Charles R.
Gustafson, Alice F.
7. Hess Family Trust
David E. Hess, Trustee
Patricia L. Hess, Trustee
8. Hilty, Douglas G.
9. Hubner, Julie Ann
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11. McCarthy Living Trust
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Simmons, Kelly
17. Walker, Kris
Walker, Susan
18. Williams, Sharon
19. Williamson, Kevin
20. Yenokida Family Trust
Gordon Yenokida, Trustee
Michou Yenokida, Trustee
21. Zakov, Z. Nicholas
Zakov, Donna



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EXHIBIT "C"

LEGAL DESCRIPTION

PARCEL "A"

All of the Southeast ¼ of Section 5, Township 36 North 3 East, W.M.

PARCEL "B"

The North ½ of the Northeast ¼; and those portions of the Southeast ¼ of the Northeast ¼ and of Government Lots 3 and 4 lying Northerly and Easterly of Chuckanut Drive, all in Section 8, Township 36 North, Range 3 East, WM.

EXCEPT those portions lying within Tracts P-6 through P-8 as shown of that certain record of survey filed September 12, 1990 in Book 10 of Surveys, page 104, under Auditor's File No. 9009120068, records of Skagit County, State of Washington.

PARCEL "C"

The West ½ of the Northwest ¼; the Northwest ¼ of the Southwest ¼; and that portion of the Southwest ¼ of the Southwest ¼ lying Northeasterly of the Burlington Northern Railroad right-of-way and the Northerly and Easterly of Chuckanut Drive, all in Section 9, Township 36 North, Range 3 East, W.M.

All Situate in the County of Skagit, State of Washington.



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EXHIBIT "D"

AMENDED AND RESTATED ROAD MAINTENANCE AND EASEMENT AGREEMENT

WHEREAS, the Declarants wish to establish for the benefit of the lands owned a single road maintenance agreement for the continued maintenance and repair of the Common Road (which is defined to include four sections, Chuckanut Ridge Drive, Chuckanut Ridge Driveway, Heaven's Gate and Hilly Lane, each of which is further defined in this Agreement); and

WHEREAS, the Declarants wish to establish a fair and equitable assignment of responsibilities and liabilities for maintenance of specific sections of the common access roads; and

WHEREAS, the Declarants wish to reaffirm a nonexclusive easement for ingress, egress and utilities over, under and across the property described in **Exhibit "F"**; and

WHEREAS, this Amended and Restated Road Maintenance and Easement Agreement is intended to replace in its entirety all previous Road Maintenance and Easement Agreements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, sufficiency of which is acknowledged by all Declarants, the Declarants hereby agree for themselves, their respective heirs, successors and assigns as follows:

1. **Declarants:** The Declarants are as listed in **Exhibit "A"**.
2. **Easement:** Each Declarant herein mutually reaffirms, conveys and assigns to the other a nonexclusive easement for (i) ingress and egress over and across, and (ii) access to the common utilities located under the Common Road Easement Area, and the Special Utility Easement Area as such easements are more fully described in **Exhibit "F"**.
3. **Road Maintenance:** The Declarants wish to establish a road maintenance agreement for the common access roads in order to provide an equitable method of payment for maintenance and repair for those sections of the roads used in common by parties to this agreement or their successors and assigns.
6. **Road Management Sections:**
 - a.) Chuckanut Ridge Drive is approximately a 2.75 mile section of road beginning at the front gate, Point A on the map at **Exhibit "E"** and ending at the junction with Chuckanut Ridge Driveway and Heaven's Gate, Point C on the map. Chuckanut Ridge Drive serves all parcels R1 through R21 listed at **Exhibit "G"**.
 - b.) Chuckanut Ridge Driveway is approximately a .45 mile driveway beginning at Point "C" on the map at **Exhibit "E"** and ending at Point "E"; serves parcels S1, S2, S3, and S4 listed at **Exhibit "G"**.
 - c.) Heaven's Gate is approximately a .4 mile driveway beginning at Point "C" on the map at **Exhibit "E"** and ending at Point "F"; serves parcels B1, B2, B3 and B4 listed at **Exhibit "G"**.



d.) Hilty Lane is approximately a .86 mile driveway beginning at Point "B" on the map at **Exhibit "E"** and ending at Point "D"; serves parcels R9, R10 and R11.

4. **Division of Costs:** There shall be two components to the road assessment for maintenance and repair that are applicable to all Declarants. The first component shall be an equal share of one half of the assessment for the repair and maintenance of Chuckanut Ridge Drive (Point "A" to Point "C"). The second component consists of the other one half of the assessment for Chuckanut Ridge Drive (Point "A" to Point "C") and shall be allocated pro rata among the Declarants based on the distance from the front gate to each Declarant's driveway or Point C on the map attached as **Exhibit "C"**, whichever is shorter. In addition, the Declarants who are owners of parcels R-9 through R-11, R14 through R17 and R18 through R21 shall bear additional pro rata shares for the maintenance and repair expenditures attributed to Hilty Lane, Chuckanut Ridge Driveway and Heaven's Gate, respectively. Fixed and pro rata shares for each Declarant are listed in **Exhibit "G"**.
5. **Management:** Management and enforcement of the Road Maintenance Agreement for the common access roads shall be the responsibility of the Chuckanut Ridge Property Owners Association.
- a.) Decisions to expend funds for maintenance or repair of the Common Road and to assess Declarants for expenses shall be made by a majority vote of the Declarants responsible for the respective sections of the common access road. Written estimates shall be obtained from more than one contractor for all non-emergency maintenance and repairs. Such estimates shall provide separate costs for Chuckanut Ridge Drive, Hilty Lane, Chuckanut Ridge Driveway and Heaven's Gate, which separate costs shall be part of the information submitted to the Declarants for consideration of requests to approve expenditures.
- b.) Rules and regulations necessary to implement the terms of the Road Maintenance Agreement shall be adopted by the Association.
- c.) Any Declarant may repair or improve the common access road at his or her own expense. Reimbursement of such expenses is subject to majority approval of the Declarants responsible for the respective section of the road.
- d.) Emergency action may be taken if the road or driveway becomes impassable due to a rockslide, slough, tree windfall or any situation where personal safety is threatened by the condition of the road. Emergency repairs shall be approved by majority decision of the Board of Directors of the Chuckanut Ridge Property Owners Association.
7. **Condition of the Roadway:** The specific sections of the aforementioned roads that are used in common by the Declarants shall be maintained and operated in accordance with standards as established by the Association.
8. **Extraordinary Repairs:** Payment for any extraordinary repair required to correct damage to common access roads that results from the actions of a Declarant or contractor working for such Declarant shall be the responsibility of the Declarant. The repair shall be such as to restore the road easement to the condition existing prior to said damage.
9. **Assessments/Liens:** Assessments are effective upon notice to the Declarant and if such assessment is not paid within thirty (30) days of receipt of such notice, then the other Declarants who benefit by this agreement or the Chuckanut Ridge Property Owners Association acting for the Declarants shall be entitled to file a lien affecting the property of the delinquent Declarant. This lien may be foreclosed in the same form or manner of procedures as foreclosure of real property mortgage liens under the laws of the State of Washington. Each Declarant agrees to



be obligated to pay assessments herein and recognizes that expenses of title examination, recording, cost of attorneys, court costs and interest accruing at the initial rate of twelve percent (12%) per annum shall be included with the amount of delinquent assessments or such other interest rate which may be adopted by the Board of Directors.

10. **Legal Effect:** This Amended and Restated Road Maintenance and Easement Agreement is intended to supersede all previously adopted road maintenance agreements,

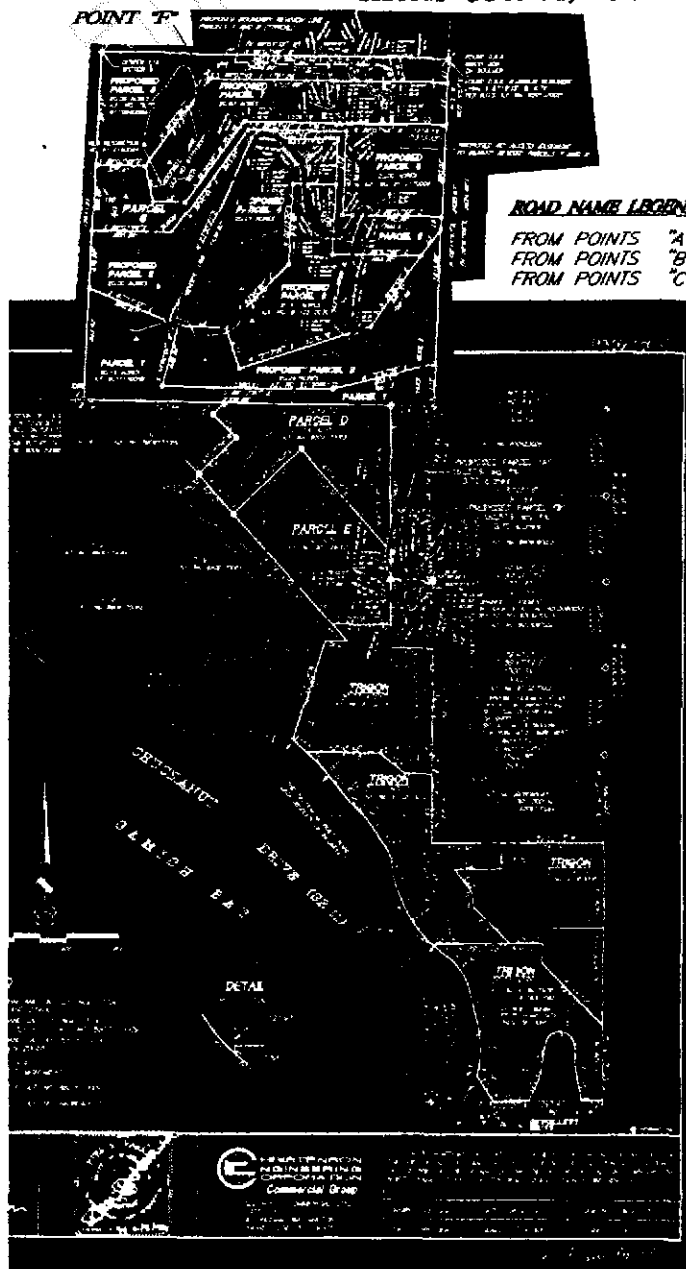


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EXHIBIT "E"
PARCEL AND ROAD MAP
 FOR CHUCKANUT RIDGE PROPERTY OWNERS ASSOCIATION
 IN A PORTION OF SECTION 8, 9 AND 5 TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.
 SKAGIT COUNTY, WASHINGTON



ROAD NAME LEGEND:

FROM POINTS "A" TO "B" TO "C" TO "E" = CHUCKANUT RIDGE DRIVE
 FROM POINTS "B" TO "D" = HILTY LANE
 FROM POINTS "C" TO "F" = HEAVENS GATE

N.T.S.

EXHIBIT NOTE:

THIS EXHIBIT "E" IS A COMPOSITE OF 'RECORD OF SURVEYS' A.F.'S 9306110051 AND 9306110050. IT IS PREPARED FOR THE SOLE PURPOSE OF DEPICTING EXISTING ROADWAYS INCLUDED IN THE CHUCKANUT RIDGE PROPERTY OWNERS ASSOCIATION "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND ROAD MAINTENANCE AGREEMENT". NO FIELD LAND SURVEYING OR ADDITIONAL LAND SURVEYING CALCULATION WERE PERFORMED IN THE PREPARATION OF THIS EXHIBIT.



201 CORNWALL AVENUE
 BELLINGHAM, WA 98225
 PH 360-671-8200 FAX 360-738-6367

Plotted on 05/09/10 at 15:07:32
 File Name: H:\10 AG Projects\10012-Hess (Chuck Assoc.)
 Map\100120a.dwg



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EXHIBIT "F"
COMMON ROADWAY EASEMENTS
FROM POINT A TO POINT B
'CHUCKANUT RIDGE DRIVE'
(SEE EXHIBIT "D")
June 10, 2010
(ASSEMBLED FROM RECORD DOCUMENTS)

AUGUST 12, 1991
 by BRUCE AYERS, P.L.S.

**Driveway Easement From Chuckanut Drive to First
 Intersection "Main Road"**

An easement for ingress, egress, and utilities over, under, and across all that portion of the Northeast quarter of Section 8 and the Northwest quarter and the Southwest quarter of Section 9, Township 36 North, Range 3 East of W.M., Skagit County, Washington, lying within the following described tract of land:

A strip of land 60.00 feet in width, being 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of said Southwest quarter of the Southwest quarter of Section 9, as said point is shown on that certain certified survey map recorded March 22, 1985, in Book 6 of Surveys, at page 50, under Auditor's file no. 8503220011, in the Auditor's office of said county and state; thence North 47°24'55" East for a distance of 496.35 feet to the Easterly right-of-way margin of Chuckanut Drive (SR 11) and the true point of beginning of said center line; thence South 72°59'54" East for a distance of 25.08 feet; thence South 57°42'14" East for a distance of 56.25 feet to the point of curvature of a curve to the left, the center of which bears North 32°17'46" East and is 75.10 feet distant; thence Easterly, Northerly, and Westerly, following said curve to the left through a central angle of 167°08'49", for an arc distance of 219.08 feet to the end of said curve; thence North 44°51'03" West for a distance of 28.87 feet to the point of curvature of a curve to the right, the center of which bears North 45°08'57" East and is 294.56 feet distant; thence Northerly, following said curve to the right through a central angle of 42°49'26", for an arc distance of 220.16 feet to a point of compound curvature; thence Northerly along a curve to the right, the center of which bears North 87°58'24" East and is 113.86 feet distant, through a central angle of 40°58'48", for an arc distance of 81.44 feet to the end of said curve; thence North 38°57'11" East for a

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distance of 144.07 feet; thence North 28°30'34" East for a distance of 171.37 feet to the point of curvature of a curve to the left, the center of which bears North 61°29'26" West and is 92.33 feet distant; thence Northerly, following said curve to the left through a central angle of 49°13'34" for an arc distance of 79.33 feet to a point of compound curvature; thence Northwesterly along a curve to the left, the center of which bears South 69°17'01" East and is 228.57 feet distant, through a central angle of 39°14'25" for an arc distance of 156.54 feet to the end of said curve; thence North 59°57'24" West for a distance of 70.71 feet; thence North 40°06'44" West for a distance of 67.80 feet to the point of curvature of a curve to the left, the center of which bears South 49°53'16" West and is 77.12 feet distant; thence Westerly, following said curve to the left through a central angle of 75°45'59" for an arc distance of 101.98 feet to the end of said curve; thence South 64°07'16" West for a distance of 39.64 feet to the point of curvature of a curve to the right, the center of which bears North 25°52'44" West and is 41.79 feet distant; thence Westerly, following said curve to the right through a central angle of 71°56'02" for an arc distance of 52.47 feet to a point of compound curvature; thence Northerly, following a curve to the right, the center of which bears North 46°03'19" East and is 30.38 feet distant, through a central angle of 116°00'35" for an arc distance of 61.51 feet to the end of said curve; thence North 72°03'53" East for a distance of 77.51 feet; thence North 59°01'04" East for a distance of 304.21 feet; thence North 55°32'21" East for a distance of 261.85 feet to the point of curvature of a curve to the left, the center of which bears North 34°27'39" West and is 23.09 feet distant; thence Northeasterly, following said curve to the left through a central angle of 48°34'50" for an arc distance of 19.58 feet to a point of reverse curvature; thence Northeasterly along a curve to the right, the center of which bears South 83°02'29" East and is 23.09 feet distant, through a central angle of 34°03'47" for an arc distance of 13.73 feet to a point of reverse curvature; thence Northerly along a curve to the left, the center of which bears North 48°58'42" West and is 72.41 feet distant, through a central angle of 62°54'43" for an arc distance of 79.50 feet to a point of compound curvature; thence Northwesterly along a curve to the left, the center of which bears South 68°06'35" West and is 42.57 feet distant, through a central angle of 97°13'38" for an arc distance of 72.25 feet to the end of said curve; thence South 60°52'57" West for a distance of 163.28 feet; thence South 67°05'06" West for a distance of 26.03 feet to the point of curvature of a curve to the right, the center of which bears North 22°54'54" West and is 104.55 feet distant; thence Westerly, following said curve to

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the right through a central angle of 87°47'00", for an arc distance of 123.69 feet to the end of said curve; thence North 45°07'54" West for a distance of 49.93 feet to the point of curvature of a curve to the right, the center of which bears North 44°52'06" East and is 255.80 feet distant; thence Northerly, following said curve to the right through a central angle of 34°22'24", for an arc distance of 153.48 feet to the end of said curve; thence North 10°45'30" West for a distance of 50.84 feet to the point of curvature of a curve to the right, the center of which bears North 79°14'30" East and is 74.4 5 feet distant; thence Northerly, following said curve to the right through a central angle of 33°00'43", for an arc distance of 42.89 feet to a point of compound curvature; thence Easterly along a curve to the right, the center of which bears South 67°44'47" East and is 38.33 feet distant, through a central angle of 150°14'27" for an arc distance of 100.51 feet to the end of said curve; thence South 7°30'20" East for a distance of 115.19 feet to the point of curvature of a curve to the left, the center of which bears North 82°29'40" East and is 41.59 feet distant; thence Easterly, following said curve to the left through a central angle of 175°51'23", for an arc distance of 127.65 feet to the end of said curve; thence North 3°21'42" West for a distance of 43.67 feet; thence North 27°18'40" West for a distance of 182.30 feet to the point of curvature of a curve to the right, the center of which bears North 62°41'20" East and is 36.72 feet distant; thence Easterly, following said curve to the right through a central angle of 186°29'40", for an arc distance of 119.52 feet to the end of said curve; thence South 20°48'59" East for a distance of 110.95 feet to the point of curvature of a curve to the left, the center of which bears North 69°11'01" East and is 42.38 feet distant; thence Easterly, following said curve to the left through a central angle of 174°20'20", for an arc distance of 128.94 feet to a point of compound curvature; thence Northerly along a curve to the left, the center of which bears South 74°50'41" West and is 153.73 feet distant, through a central angle of 27°14'19" for an arc distance of 73.09 feet to the end of said curve; thence North 42°23'38" West for a distance of 47.07 feet; thence North 14°47'59" West for a distance of 31.95 feet to the point of curvature of a curve to the left, the center of which bears South 75°12'01" West and is 65.86 feet distant; thence Northwesterly, following said curve to the left through a central angle of 67°35'06", for an arc distance of 77.69 feet to a point of reverse curvature; thence Westerly along a curve to the right, the center of which bears North 7°36'55" East and is 456.31 feet distant, through a central angle of 19°35'00" for an arc distance of 155.96 feet to a point of compound curvature; thence

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Northerly along a curve to the right, the center of which bears North 27°11'55" East and is 26.86 feet distant, through a central angle of 172°44'32" for an arc distance of 80.98 feet to the end of said curve; thence South 70°03'33" East for a distance of 35.91 feet to the point of curvature of a curve to the left, the center of which bears North 19°56'27" East and is 170.75 feet distant; thence Easterly, following said curve to the left through a central angle of 70°45'40", for an arc distance of 210.88 feet to the end of said curve; thence North 39°10'47" East for a distance of 67.51 feet to the point of curvature of a curve to the left, the center of which bears North 50°49'13" West and is 127.21 feet distant; thence Northerly, following said curve to the left through a central angle of 49°22'30", for an arc distance of 109.62 feet to a point of compound curvature; thence Westerly along a curve to the left, the center of which bears South 79°48'17" West and is 37.72 feet distant, through a central angle of 132°51'18" for an arc distance of 87.47 feet to the end of said curve; thence South 36°58'59" West for a distance of 105.19 feet to the point of curvature of a curve to the right, the center of which bears North 53°03'01" West and is 115.91 feet distant; thence Southwesterly, following said curve to the right through a central angle of 21°47'24", for an arc distance of 44.08 feet to the end of said curve; thence South 58°44'23" West for a distance of 15.19 feet to the point of curvature of a curve to the right, the center of which bears North 31°15'37" West and is 63.33 feet distant; thence Westerly and Northerly, following said curve to the right through a central angle of 101°36'27", for an arc distance of 112.31 feet to the end of said curve; thence North 19°39'11" West for a distance of 26.00 feet to the point of curvature of a curve to the left, the center of which bears South 70°20'49" West and is 118.25 feet distant; thence Northwesterly, following said curve to the left through a central angle of 33°31'52", for an arc distance of 69.20 feet to a point of reverse curvature; thence Northerly along a curve to the right, the center of which bears North 36°48'58" East and is 39.18 feet distant, through a central angle of 69°32'21" for an arc distance of 47.53 feet to a point of reverse curvature; thence Northerly along a curve to the left, the center of which bears North 73°38'40" West and is 207.33 feet distant, through a central angle of 52°38'27" for a distance of 190.48 feet to a point of reverse curvature; thence Northerly along a curve to the right, the center of which bears North 52°42'53" East and is 171.48 feet distant, through a central angle of 37°19'37" for an arc distance of 111.71 feet to the end of said curve; thence North 1°02'29" East for a distance of 117.96 feet; thence North 8°42'25" East for a distance of 87.16 feet;

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thence North 0°14'26" West for a distance of 66.10 feet to the point of curvature of a curve to the right, the center of which bears North 89°45'34" East and is 186.39 feet distant; thence Northerly, following said curve to the right through a central angle of 27°22'09", for an arc distance of 89.04 feet to the end of said curve; thence North 27°07'43" East for a distance of 70.71 feet to the point of curvature of a curve to the left, the center of which bears North 62°52'17" West and is 98.38 feet distant; thence Northerly, following said curve to the left through a central angle of 36°20'48", for an arc distance of 62.41 feet to a point of compound curvature; thence Westerly along a curve to the left, the center of which bears South 80°46'55" West and is 39.85 feet distant, through a central angle of 136°17'22" for an arc distance of 94.80 feet to the end of said curve; thence South 34°29'33" West for a distance of 193.25 feet; thence South 45°39'23" West for a distance of 102.35 feet; thence South 32°21'11" West for a distance of 131.06 feet to the point of curvature of a curve to the right, the center of which bears North 57°38'49" West and is 93.46 feet distant; thence Southwesterly, following said curve to the right through a central angle of 34°51'33", for an arc distance of 56.86 feet to a point on the West line of the South half of the Southwest quarter of the Northwest quarter of said Section 9, thence continuing on a curve to the right, the center of which bears North 22°47'07" West and is 93.46 feet distance; thence Westerly, following said curve to the right through a central angle of 4°07'37", for an arc distance of 6.73 feet to a point of compound curvature; thence continuing Westerly along a curve to the right, said curve having a radius of 36.15 feet, through a central angle of 43°36'22", for an arc distance of 27.51 feet to a point of compound curvature; thence continuing Westerly along a curve to the right, said curve having a radius of 66.82 feet, through a central angle of 83°38'34", for an arc distance of 97.55 feet to the end of said curve; thence North 18°35'28" East for a distance of 152.80 feet to the point of curvature of a curve to the right, said curve having a radius of 468.07 feet; thence Northerly, following said curve to the right through a central angle of 9°46'09" for an arc distance of 79.81 feet to the end of said curve; thence North 28°21'36" East for a distance of 18.03 feet to the point of curvature of a curve to the left, said curve having a radius of 142.97 feet; thence Northerly, following said curve to the left through a central angle of 23°42'08" for an arc distance of 59.14 feet to the end of said curve; thence North 4°39'29" East for a distance of 105.92 feet to the point of curvature of a curve to the left; said curve having a radius of 281.08 feet; thence Northerly, following said curve to the left through a central angle

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of 10°09'55" for an arc distance of 49.87 feet to the end of said curve; thence North 5°30'26" West for a distance of 32.80 feet to the point of curvature of a curve to the left, said curve having a radius of 32.75 feet; thence Northerly, Westerly, and Southerly, following said curve to the left through a central angle of 145°21'24" for an arc distance of 83.08 feet to the end of said curve; thence South 29°08'10" West for a distance of 67.46 feet to the point of curvature of a curve to the right, said curve having a radius of 354.05 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 6°27'59", for an arc distance of 39.96 feet to the end of said curve; thence South 35°36'09" West for a distance of 111.21 feet to the point of curvature of a curve to the right, said curve having a radius of 87.02 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 71°23'34" for an arc distance of 108.43 feet to a point of compound curvature; thence continuing Westerly and Northerly along a curve to the right, said curve having a radius of 126.66 feet, through a central angle of 67°51'44", for an arc distance of 150.02 feet to the end of said curve; thence North 5°08'34" West for a distance of 64.64 feet to the point of curvature of a curve to the right, said curve having a radius of 314.32 feet; thence Northerly, following said curve to the right through a central angle of 7°16'54" for an arc distance of 39.95 feet to the end of said curve; thence North 2°08'20" East for a distance of 54.05 feet to the point of curvature of a curve to the right, said curve having a radius of 87.43 feet; thence Northerly, following said curve to the right through a central angle of 42°30'05", for an arc distance of 64.85 feet to the end of said curve; thence North 44°38'26" East for a distance of 65.59 feet to the point of curvature of a curve to the left, said curve having a radius of 109.63 feet; thence Northerly, following said curve to the left through a central angle of 24°11'50", for an arc distance of 46.30 feet to the end of said curve; thence North 20°26'36" East for a distance of 151.51 feet to the terminus of this easement centerline.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per Record of Survey map filed with the Skagit County Auditors Office, reference number 800108007, 1977. Coordinate grid location was held at the 1/4 corner between Sections 8 & 9. Then the line between the said 1/4 corner and the common section corner of sections 8, 9, 16 and 17 was rotated 00°00'11" East to conform with an unrecorded historical survey in section 8 performed by L.S. # 17068, in 1981. This description and the parcel it describes is depicted on that certain Record of Survey map prepared by

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Ayers-Harrison, P.S., in the summer of 1989, reference by Job Number 89029.

ARRIVED AT POINT "B"

**CONTINUE TO POINTS "C" AND "F"
(SEE EXHIBIT "D")**

(ASSEMBLED FROM RECORD DOCUMENTS)

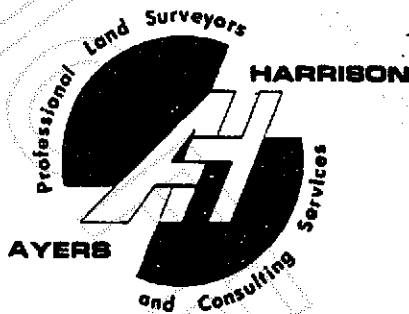


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CHRISTENSON ENGINEERING CORPORATION



**CHUCKANUT RIDGE DRIVE
POINT 'B' TO POINT 'C'
(SEE EXHIBIT D)
(ASSEMBLED FROM RECORD
DOCUMENTS)**

**Driveway Easement
September 26, 1991
By Bruce D. Ayers, P.L.S.**

An easement for ingress, egress, and utilities over, under, and across all those portions of the Southeast quarter of Section 5, and of the Northeast quarter of Section 8, all in Township 36 North, Range 3 East of W.M., Skagit County, Washington, said easement being a strip of land 60.00 feet in width and 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of the Southeast Quarter of said Section 5, thence along the South line of said Southeast Quarter South 89°13'20" East, 2639.88 feet to the Southeast corner of said Section 5; thence South 07°10'45" West for a distance of 1450.22 feet to a point a curve to the left, said curve having a radius of 99.69 feet, said curve to the left containing a central angle of 84°09'05", and an arc distance of 146.42 feet to a point of reverse curvature, and the end point for "Main Road" driveway easement, and the true point of beginning of this easement center line description; Thence North 14°06'22" East for a distance of 85.27 feet to the point of curvature of a curve to the left, said curve having a radius of 60.33 feet; thence Northerly and Westerly, following said curve to the left through a central angle of 79°18'10", for an arc distance of 83.50 feet to the end of said curve; thence North 65°11'48" West for a distance of 53.04 feet to the point of curvature of a curve to the right, said curve having a radius of 67.14 feet; thence Westerly and Northerly, following said curve to the right through a central angle of 73°20'54" for a distance of 85.96 feet to the end of said curve; thence North 08°09'06" East for a distance of 99.79 feet; thence North 14°11'31" East for a distance of 594.05 feet to the point of curvature of a curve to the left, said curve having a radius of 425.79 feet; thence Northerly, following said curve to the left through a central angle of 18°40'18", for an arc distance of 138.76 feet to the end of said

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322 N. Commercial, #201 (across from City Hall)
(206) 671-0505 / 734-1144

P.O. Box 5434
FAX (206) 734-1179

Bellingham, Washington 98227
1-800-548-1257



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curve; thence North 04°28'47" West for a distance of 231.41 feet to the point of curvature of a curve to the right, said curve having a radius of 336.43 feet; thence Northerly, following said curve to the right through a central angle of 15°14'14", for an arc distance of 89.47 feet to the end of said curve; thence North 10°45'27" East for a distance of 64.46 feet; thence continuing on a bearing of North 10°45'27" East for a distance of 67.33 feet to the point of curvature of a curve to the left, said curve having a radius of 705.68 feet; thence Northerly, following said curve to the left through a central angle of 08°06'21", for an arc distance of 99.83 feet to the end of said curve; thence North 02°39'06" East for a distance of 386.13 feet to the point of curvature of a curve to the right, said curve having a radius of 425.03 feet; thence Northerly and Easterly, following said curve to the right through a central angle of 16°04'13", for an arc distance of 119.21 feet to the end of said curve; thence North 18°53'33" East for a distance of 88.80 feet; thence North 21°29'14" East for a distance of 90.74 feet to the point of curvature of a curve to the left, said curve having a radius of 71.49 feet; thence Northerly, following said curve to the left through a central angle of 38°17'50", for an arc distance of 47.79 feet to a point of compound curvature, said curve having a radius of 34.00 feet, thence Northerly and Westerly, following said curve to the left through a central angle of 96°30'58", for an arc distance of 57.27 feet to a point of compound curvature, said curve having a radius of 74.40 feet, thence Westerly and Southerly, following said curve to the left through a central angle of 39°41'58", for an arc distance 51.55 feet to the end of said curve; thence South 26°58'28" West for a distance of 252.24 feet to the point of curvature of a curve to the left, said curve having a radius of 283.91 feet; thence South Westerly, following said curve to the left through a central angle of 12°03'50", for an arc distance of 59.78 feet to the end of said curve; thence South 14°54'38" West for a distance of 37.97 feet to the point of curvature of a curve to the right, said curve having a radius of 73.96 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 62°38'08", for an arc distance of 80.85 feet to the end of said curve; thence South 77°32'46" West for a distance of 50.90 feet to the point of curvature of a curve to the left, said curve having a radius of 290.75 feet; thence South Westerly, following said curve to the left through a central angle of 11°46'55", for an arc distance of 59.79 feet to the end of said curve; thence South 65°45'51" West for a distance of 74.33 feet to the point of curvature of a curve to the right, said curve having a radius of 51.14 feet; thence Westerly and Northerly, following said curve to the right through a

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central angle of 103°36'36", for a distance 92.48 feet to the end of said curve; thence North 10°37'33" West for a distance of 72.91 feet to the point of curvature of a curve to the left, said curve having a radius of 42.35 feet; thence Northerly and Westerly, following said curve to the left through a central angle of 60°42'05", for an arc distance of 44.86 feet to the end of this easement description.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

(CONTINUED)

CHUCKANUT RIDGE DRIVE POINT 'B' TO POINT 'C'
(SEE EXHIBIT D)

(ASSEMBLED FROM RECORD DOCUMENTS)



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CHRISTENSON ENGINEERING CORPORATION



(CONTINUED)

CHUCKANUT RIDGE DRIVE POINT 'B' TO POINT 'C' (SEE EXHIBIT "D") (ASSEMBLED FROM RECORD DOCUMENTS)

Driveway Easement
September 26, 1991
by Bruce D. Ayers, P.L.S.

An easement for ingress, egress, and utilities over, under, and across all that portion of the Southeast quarter of Section 5, Township 36 North, Range 3 East of W.M., Skagit County, Washington, said easement being strip of land 60.00 feet in width, 30.00 feet on each side of the following described center line:

Commencing at the Southeast corner of the Southeast quarter of said Section 5; thence North 89°13'20" West along the South line of said Section 5, for a distance of 109.78 feet; thence North 37°20'32" West for a distance of 729.94 feet to the end point of "Chuck Ridge II" and true point of beginning for this center line; thence Westerly and Southerly, following a curve to the left through a central angle of 52°41'54", for an arc distance of 38.95 feet to a point of reverse curvature; Thence Southerly, Westerly and Northerly, along a curve to the right, said curve having a radius of 89.00 feet; through a central angle of 132°37'53" for an arc distance of 206.02 feet to the end of said curve; Thence North 08°36'20" East for a distance of 220.34 feet; Thence North 16°20'09" East for a distance of 453.72 feet; Thence North 23°23'21" East for a distance of 141.30 feet to the point of curvature of a curve to the left, said curve having a radius of 29.90 feet; Thence Northerly, Westerly and Southerly, following said curve to the left through a central angle of 171°59'48", for an arc distance of 89.74 feet to the end of said curve; Thence South 31°23'34" West for a distance of 146.02 feet to the point of curvature of a curve to the right, said curve having a radius of 128.80 feet; Thence Southerly and Westerly, following said curve to the right through a central angle of 64°57'48" for an arc distance of 146.04 feet to the end of said curve; Thence North 83°38'38", West for a distance of 54.80 feet to the point of curvature of a curve to the right, said curve having a radius of 85.80 feet; Thence Westerly and Northerly, following said curve to the right through a central angle of 55°21'00", for an arc distance of 82.89 feet to the end of said curve; Thence North 28°17'38" West for a distance of 109.67 feet to the point of curvature of a curve to the right, said curve having a

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radius of 272.28 feet; Thence Northerly, following said curve to the right through a central angle of 23°38'52", for and arc distance of 112.38 feet to the end of said curve; Thence North 04°38'46" West for a distance of 250.95 feet to the point of curvature of a curve to the left, said curve having a radius of 143.56 feet; Thence Northerly and Westerly, following said curve to the left through a central angle of 34°48'31", for an arc distance of 87.22 feet to the end of said curve; thence North 39°27'16" West for a distance of 152.99 feet to the point of curvature of a curve to the left, said curve having a radius of 130.02 feet; Thence Northerly and Westerly, following said curve to the left through a central angle of 42°04'13", for an arc distance of 95.47 feet to the end of said curve; thence North 81°31'29" West for a distance of 79.86 feet to the point of curvature of a curve to the left said curve having a radius of 69.86 feet; thence Westerly and Southerly, following said curve to the left through a central angle of 71°11'13", for an arc distance of 86.79 feet to the end of said curve; thence South 27°17'17" West for a distance of 134.38 feet; thence South 22°15'36" West for a distance of 131.29 feet to the end of this center line easement description, said point also being the point of beginning of "BuggiaVista" driveway easement.

NOW NAMED "HEAVEN'S GATE"

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

ARRIVED AT POINT "C"

CONTINUE TO POINT "E"
(SEE EXHIBIT "D")
(ASSEMBLED FROM RECORD DOCUMENTS)



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CHRISTENSON ENGINEERING CORPORATION



(CONTINUED)

**CHUCKANUT RIDGE DRIVE
POINT 'C' TO POINT 'E'
(SEE EXHIBIT "D")
(ASSEMBLED FROM RECORD
DOCUMENTS)**

An easement for ingress, egress, and utilities over, under and across all that portion of the Southeast quarter of Section 5, Township 36 North, Ranger 3 East of W.M., Skagit County, Washington, a strip of land 60.00 feet in width, being 30.00 feet on each side of the following described center line:

Commencing at the Southeast corner of said Section 5; Thence North 89°13'20" West along the South line thereof, for a distance of 109.78 feet; thence North 37°23'38" West for a distance of 2226.68 feet to the true point of beginning of this easement center line, also being the end of "Chuck III" driveway easement; thence along a curve to the right, said curve having a radius of 87.52 feet, with central angle of 60°10'46", and an arc distance of 91.92 feet; thence from the said true point of beginning of this easement description, South 21°23'24" West for a distance of 268.02 feet; thence South 28°41'45" West for a distance of 117.22 feet; thence South 29°10'30" West for a distance of 206.75 feet; thence South 25°34'41" West for a distance of 274.80 feet; thence South 22°07'39" West for a distance of 221.64 feet; thence South 06°46'55" West for a distance of 132.67 feet; thence South 76°24'04" East for a distance of 87.96 feet; thence South 25°43'06" East for a distance of 97.92 feet to the point of Curvature of a curve to the left, said curve having a radius of 47.28 feet; thence Southerly, Easterly, and Northerly, following said curve or the left through a central angle of 73°01'23", for an arc distance of 60.26 feet to the end of said curve; thence North 81°15'31" East for a distance of 182.80 feet; thence North 61°46'17" East, for a distance of 24.60 feet; thence North 28°28'13" East, 110.78 feet; thence along the common line between proposed parcels 3 and 4 North 45°00'00 East 201.80 feet to the end of this center line easement description.

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The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

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CHRISTENSON ENGINEERING CORPORATION



(ADDITIONAL ROADWAY)

**HEAVENS GATE
POINT 'C' TO POINT 'F'**
(SEE EXHIBIT "D")

(ASSEMBLED FROM RECORD)

September 26, 1991
by Bruce D. Ayers, P.L.S.

An Easement for ingress, egress and Utilities over, under, and across all that portion of the Southeast quarter of Section 5, Township 36 North, Range 3 East of W.M., Skagit County, Washington, being a strip of land 60.00 feet in width, and 30.00 feet on each side of the following described center line:

Commencing at the Southwest corner of the Southeast Quarter of said section 5, thence South 89°13'20" East 2639.88 feet to the Southeast corner of said Section 5; thence North 39°32'52" West, a distance of 2296.15 feet to the point of curvature of a curve to the right, said point being the true point of beginning for this description; the center of said curve bearing North 67°44'24" West from the said point of curvature; said curve having a radius of 87.52 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 60°10'46", for an arc distance of 91.92 feet to a point of reverse curvature; thence Westerly and Southerly, following a curve to the left, said curve having a radius of 97.70 feet, through a central angle of 54°51'53", for an arc distance of 93.55 feet to the end of said curve; thence South 27°34'29" West for a distance of 234.37 feet to the point of curvature of a curve to the right, said curve having a radius of 259.36 feet; thence Southerly and Westerly, following said curve to the right through a central angle of 38°16'30", for an arc distance of 173.26 feet to the end of said curve; thence South 65°50'59" West for a distance of 112.44 feet to the point of curvature of a curve to the left, said curve having a radius of 204.01 feet; thence Westerly and Southerly, following said curve to the left through a central angle of 27°32'29", for an arc distance of 98.07 feet to the end of said curve; thence South 38°18'30" West for a distance of 150.16 feet to the point of curvature of a curve to the right, said curve having a radius of 62.20 feet; thence Southerly, Westerly, and Northerly,

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following said curve to the right through a central angle of 155°08'17", for an arc distance of 168.42 feet to the end of said curve; thence North 13°26'47" East for a distance of 31.06 feet to the point of curvature of a curve to the right, said curve having a radius of 143.20 feet; thence Northerly and Easterly, following said curve to the right through a central angle of 38°29'39", for an arc distance of 96.21 feet to the end of said curve; thence North 51°56'26" East for a distance of 110.38 feet to the point of curvature of a curve to the left, said curve having a radius of 341.91 feet; thence Easterly and Northerly, following said curve to the left through a central angle of 13°20'43", for an arc distance of 79.64 feet to the end of said curve; thence North 38°35'43" East for a distance of 175.24 feet; thence North 29°28'18" East for a distance of 276.32 feet to the point of curvature for a curve to the left, said curve having a radius of 241.42 feet; thence Easterly and Northerly, following said curve to the left through a central angle of 18°48'55", for an arc distance of 79.28 feet to the end of said curve; thence North 10°39'23" East for a distance of 106.94 feet to the point of curvature of a curve to the left, said curve having a radius of 400.37 feet, thence Northerly and Westerly, following said curve to the left through a central angle of 38°32'50", for an arc distance of 269.36 feet to the end of said curve; thence North 27°53'27" West for a distance of 19.30 feet to the point of curvature of a curve to the right, said curve having a radius of 184.30 feet; thence Westerly and Northerly, following said curve to the right through a central angle of 24°29'25", for an arc distance of 78.78 feet to the end of said curve; thence North 03°24'02" West for a distance of 15.23 feet more or less to a point on a common boundary line between proposed parcels 7 and 8, said point being located South 36°00'00" West 171.53 feet distant from a angle point common to said proposed parcels 7 and 8, and the end point of this center line description.

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per existing monuments depicted on that certain Record of Survey map filed with the Skagit County Auditors Office, reference number 9009120068, 1990 Ayers-Harrison, P.S.

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Thence South 48°53'40" West for a distance of 70.02 feet; Thence North 26°38'26" West for a distance of 140.06 feet; Thence along a curve to the left having a radius of 125.98 feet through a central angle of 31°03'08" for a length of 68.28 feet along said curve; Thence North 57°41'34" West for a distance of 42.19 feet; Thence along a curve to the right having a radius of 84.90 feet through a central angle of 57°38'10" for a length of 85.40 feet along said curve; Thence along a curve to the left having a radius of 75.76 feet through a central angle of 19°20'17" for a length of 25.57 feet along said curve to the beginning of a reverse curve; Thence South 66°50'22" East for a distance of 62.87 feet; Thence South 57°57'07" East for a distance of 119.02 feet; Thence South 43°06'32" East for a distance of 43.34 feet; Thence along a curve to the left having a radius of 78.96 feet through a central angle of 64°41'20" for a length of 89.15 feet along said curve; Thence North 72°12'08" East for a distance of 75.10 feet; Thence along a curve to the left having a radius of 100.56 feet through a central angle of 43°22'50" for a length of 76.14 feet along said curve; Thence North 28°49'18" East for a distance of 2.77 feet; Thence along a curve to the left having a radius of 28.00 feet through a central angle of 148°41'26" for a length of 72.66 feet along said curve; Thence South 60°07'52" West for a distance of 55.34 feet; Thence along a curve to the right having a radius of 32.00 feet through a central angle of 147°48'26" for a length of 82.55 feet along said curve; Thence North 27°56'18" East for a distance of 60.16 feet; Thence along a curve to the left having a radius of 94.53 feet through a central angle of 35°12'58" for a length of 58.10 feet along said curve; Thence North 07°16'40" West for a distance of 65.57 feet; Thence along a curve to the right having a radius of 175.62 feet through a central angle of 34°46'41" for a length of 106.60 feet along said curve; Thence North 27°30'01" East for a distance of 27.98 feet; to the Point of Ending and being "Point "D".

The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per Record Survey map filed with the Skagit County Auditors office, reference number 800108007, 1977. Coordinate grid location was held at the ¼ corner between Sections 8 & 9. Then the line between the said ¼ corner and the common section corner of Section 8, 9, 16 and 17 was rotated 00°00' 11" East to conform with an unrecorded historical survey in section 8 performed by L.S. #17068 in 1981. This description and the parcel is describes is depicted on certain Record of Survey map prepared by Ayers-Harrison, P.S., in the summer of 1989, reference by Job Number 89029.

NOTE: Portion of this easement were under construction at the time the record course and distance were generated. Existing constructed roadways may vary from the above described courses. (No field land surveying was performed in the assembly of the courses and distance for this easement description.)



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(ADDITIONAL UTILITY EASEMENT)
UTILITY EASEMENT
POINT "D" TO CHUCKANUT RIDGE DRIVE
(SEE EXHIBIT "E")
June 16, 2010
(ASSEMBLED FROM RECORD DATA)

An easement for utilities and maintenance over, under, and across a portion of the Northeast Quarter of Section 8, and the Southeast Quarter of Section 5, Township 36 North, Range 3 East of W.M., Skagit County, Washington, lying within the following described tract of land:

A strip of land 60.00 feet in width, being 30.00 feet on each side of the following described center line:

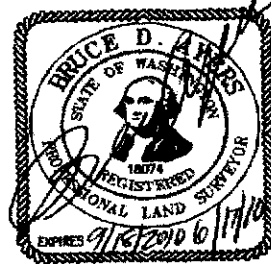
Beginning at Point "D"; Thence along a curve to the left having a radius of 22.00 feet through a central angle of $164^{\circ}56'11''$ for a length of 63.33 feet along said curve; Thence South $42^{\circ}33'50''$ West for a distance of 132.87 feet; Thence along a curve to the right having a radius of 40.00 feet through a central angle of $124^{\circ}51'46''$ for a length of 87.17 feet along said curve; Thence North $12^{\circ}34'24''$ West for a distance of 128.11 feet; Thence along a curve to the right having a radius of 177.25 feet through a central angle of $45^{\circ}52'12''$ for a length of 141.90 feet along said curve; Thence North $33^{\circ}17'48''$ East for a distance of 207.29 feet; Thence along a curve to the right having a radius of 239.69 feet through a central angle of $21^{\circ}15'58''$ for a length of 88.96 feet along said curve; Thence North $54^{\circ}33'46''$ East for a distance of 13.81 feet; Thence along a curve to the left having a radius of 225.27 feet through a central angle of $22^{\circ}35'36''$ for a length of 88.83 feet along said curve; Thence North $31^{\circ}58'10''$ East for a distance of 213.48 feet to a point on the common section line between the Northeast Quarter of said Sections 8 and Section 5; Thence continuing Northeasterly through said Section 5 along the existing utility corridor and graveled roadway as constructed to a point of intersection with Chuckanut Ridge Drive and Point of Ending for this utility easement centerline. (See Exhibit "E")



The BASIS OF BEARING orientation for the above description is derived from Washington State Grid as per Record Survey map filed with the Skagit County Auditors office, reference number 800108007, 1977. Coordinate grid location was held at the $\frac{1}{4}$ corner between Sections 8 & 9. Then the line between the said $\frac{1}{4}$ corner and the common section corner of Section 8, 9, 16 and 17 was rotated $00^{\circ}00'11''$ East to conform with an unrecorded historical survey in section 8 performed by L.S. #17068 in 1981. This description and the parcel is describes is depicted on certain Record of Survey map prepared by Ayers-Harrison, P.S., in the summer of 1989, reference by Job Number 89029.

NOTE: Portion of this utility easement were under construction at the time the record course and distance were originally generated. Actual utility installation and access roadways may vary from the above described courses. No record course and distance descriptions were found for the portion of the above easement in said Section 5. (No field land surveying was performed in the assembly of the courses and distance for this easement description.)

AUTHOR'S NOTE: The above easement descriptions were prepared by Ayers Consulting, LLC at the specific request of the client. The course and distance used were assembled from record documents and not intended to be complete as to all other easements, restrictions and reservations of record that may exist for the subject parcels. No field land surveying was performed in the assembly of the courses and distance for these easement descriptions.



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EXHIBIT "G" ROAD MAINTENANCE COST SHARING

PARCEL NUMBER	PROPERTY OWNER NAME	A to C MILES	A to C FIXED SHARE	A to C PRORATA SHARE	TOTAL SHARE	NUMBER	MILES	B to D SHARE	C to E SHARE	C to F SHARE
R1	WALKER	0.21	2.38%	0.28%	2.66%					
R2	COTTON	0.28	2.38%	0.37%	2.75%					
R3	MCCARTHY LIVING TRUST	0.41	2.38%	0.55%	2.93%					
R4	HUBNER	0.77	2.38%	1.02%	3.41%					
R5	YENOKIDA FAMILY TRUST	1.11	2.38%	1.48%	3.86%					
R6	SIMMONS	1.26	2.38%	1.68%	4.06%					
R7	RAUCH	1.53	2.38%	2.04%	4.42%					
R8	MITCHELL	1.53	2.38%	2.04%	4.42%					
R9	SAWICKI	1.53	2.38%	2.04%	4.42%	H3	0.86	42%		
R10	HILTY	1.53	2.38%	2.04%	4.42%	H1	0.57	28%		
R11	WILLIAMSON	1.53	2.38%	2.04%	4.42%	H2	0.62	30%		
R12	HESS FAMILY TRUST	1.77	2.38%	2.36%	4.74%					
R13	GODWIN	2.19	2.38%	2.91%	5.30%					
R14	WILLIAMS	2.74	2.38%	3.65%	6.03%	S1	0.22	17%		
R15	GUSTAFSON	2.74	2.38%	3.65%	6.03%	S2	0.30	23%		
R16	HUEY & SIBOLD	2.74	2.38%	3.65%	6.03%	S3	0.40	30%		
R17	BARTHOLD & FLEMING	2.74	2.38%	3.65%	6.03%	S4	0.40	30%		
R18	ZAKOV	2.74	2.38%	3.65%	6.03%	B1	0.22		14%	
R19	E.C. DICK TRUST B	2.74	2.38%	3.65%	6.03%	B2	0.45		29%	
R20	BELLE MONDE ESTATES	2.74	2.38%	3.65%	6.03%	B3	0.45		29%	
R21	REDSTONE	2.74	2.38%	3.65%	6.03%	B4	0.45		29%	
			50.00%	50.00%	100.00%			100%	100%	100%

ROAD NAME LEGEND

Pts A to C	Chuckanut Ridge Drive
Pts C to E	Chuckanut Ridge Driveway
Pts B to D	Hilly Lane
Pts C to F	Heaven's Gate



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Chuckanut Ridge Property Owners Association

Declarants Signatures

John Larry Barthold
John Larry Barthold

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **John Larry Barthold** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 30 Nov 2010

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011

Carol Ann Fleming
Carol Ann Fleming

STATE OF WA

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Carol Ann Fleming** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

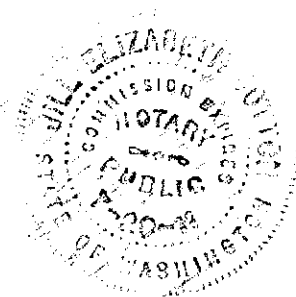
Dated: 30 Nov 2010

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



Belle Monde Estates LLC, a Washington State limited liability company

By Robert J. Rauch
Robert J. Rauch, President MANAGER RC

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Robert J. Rauch** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the President of Belle Monde Estates LLC to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12-11-10

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



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Robert L. Cotton
Robert L. Cotton

STATE OF

WASHINGTON

COUNTY OF

SKAGIT

I certify that I know or have satisfactory evidence that **Robert L. Cotton** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated:

11-30-10

Iva M. Rauch

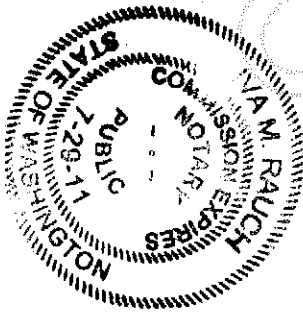
NOTARY PUBLIC, in and for the State of

WASHINGTON residing at:

1159 CHUCKANUT RIDGE DR. BOW, WA

Printed Name: IVA M. RAUCH

My Commission Expires: 7/29/11



Jill Cotton

Jill Cotton

STATE OF

Washington

COUNTY OF

Skagit

I certify that I know or have satisfactory evidence that **Jill Cotton** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated:

11-30-10

Iva M. Rauch

NOTARY PUBLIC, in and for the State of

WASHINGTON residing at:

1159 CHUCKANUT RIDGE DR. BOW, WA

Printed Name: IVA M. RAUCH

My Commission Expires: 7/29/11



Elizabeth C. Dick Trust

By: _____
Steven Hunter, Trustee

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that **Steven Hunter** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the Trustee of the Elizabeth C. Dick Trust to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of

_____ residing at:

Printed Name: _____

My Commission Expires: _____



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Skagit County Auditor

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Robert F. Godwin

Robert F. Godwin

STATE OF Iowa

COUNTY OF Scott

I certify that I know or have satisfactory evidence that **Robert F. Godwin** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12/13/10

Daniel P. Ellard
NOTARY PUBLIC, in and for the State of



IOWA residing at:

443 GRANT ST., BETTENDORF, IA 52722

Printed Name: Daniel P. Ellard

My Commission Expires: March 16, 2013

Mary J. Godwin

Mary J. Godwin

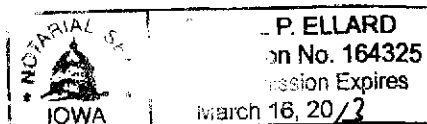
STATE OF Iowa

COUNTY OF Scott

I certify that I know or have satisfactory evidence that **Mary J. Godwin** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12/13/10

Daniel P. Ellard
NOTARY PUBLIC, in and for the State of

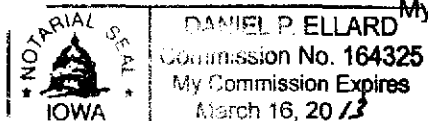


IOWA residing at:

443 GRANT ST., BETTENDORF, IA 52722

Printed Name: DANIEL P. ELLARD

My Commission Expires: March 16, 2013



201102170044

Skagit County Auditor

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Charles R. Gustafson
Charles R. Gustafson

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Charles R. Gustafson** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 11/30/2010

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge Bow WA

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011

Alice F. Gustafson
Alice F. Gustafson

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Alice F. Gustafson** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 11/30/2010

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge Bow WA

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



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Skagit County Auditor

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Hess Family Trust

David E Hess, Trustee
David E Hess, Trustee

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **David E. Hess** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12/11/10

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011

Patricia L Hess, Trustee
Patricia L. Hess, Trustee

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Patricia L. Hess** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12/11/10

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



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Skagit County Auditor

2/17/2011 Page 45 of 60 10:28AM

Douglas G. Hilty

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Douglas G. Hilty** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

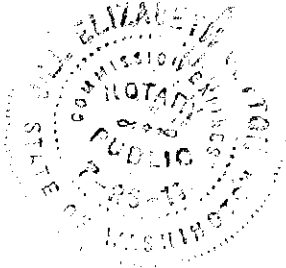
Dated: 30/nov 2010

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: _____

My Commission Expires: 7/29/2011



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Skagit County Auditor

2/17/2011 Page 46 of 60 10:28AM

Julie Anne Hubner
Julie Anne Hubner

STATE OF Washington

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that **Julie Anne Hubner** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

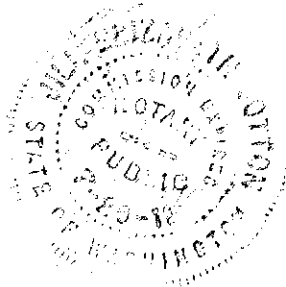
Dated: 12-4-10

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge, BOW

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



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Skagit County Auditor

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David Huey
David Huey

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **David Huey** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 10/30/2010

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011

John Sibold
John Sibold

STATE OF WASHINGTON

COUNTY OF SILAGIT

I certify that I know or have satisfactory evidence that **John Sibold** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

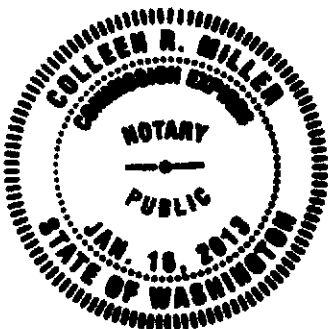
Dated: 12/6/10

Colleen R. Miller
NOTARY PUBLIC, in and for the State of

WASHINGTON residing at:
ARLINGTON

Printed Name: Colleen R. Miller

My Commission Expires: 1-16-2013



McCarthy Living Trust

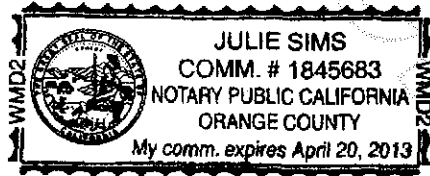
Charles B. McCarthy Jr.
Charles B. McCarthy Jr., Trustee

STATE OF CALIF

COUNTY OF ORANGE

I certify that I ~~know~~ or have satisfactory evidence that **Charles B. McCarthy Jr.** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12-10-2010



Julie Sims
NOTARY PUBLIC, in and for the State of

CALIFORNIA residing at:

6401 Nohl Ranch Rd, Anaheim

Printed Name: Julie Sims

My Commission Expires: 4-20-2013

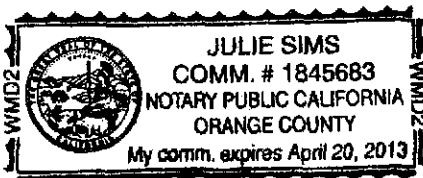
Anita G. McCarthy
Anita G. McCarthy, Trustee

STATE OF CALIF

COUNTY OF ORANGE

I certify that I ~~know~~ or have satisfactory evidence that **Anita G. McCarthy** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12-10-2010



Julie Sims
NOTARY PUBLIC, in and for the State of

CALIFORNIA residing at:

6401 Nohl Ranch Rd, Anaheim

Printed Name: Julie Sims

My Commission Expires: 4-20-2013



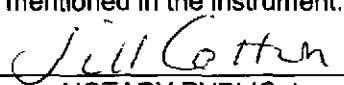

Roger H. Mitchell

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Roger H. Mitchell** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 30 November 2010

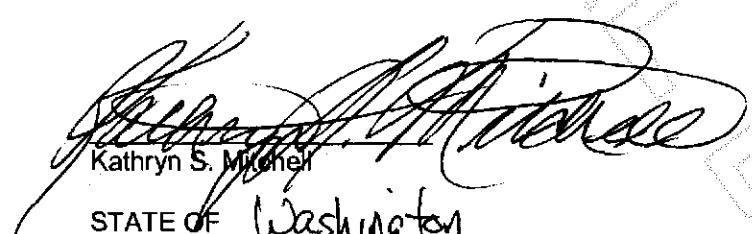

NOTARY PUBLIC, in and for the State of

Washington residing at:

Bow

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



Kathryn S. Mitchell

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Kathryn S. Mitchell** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 30 November 2010


NOTARY PUBLIC, in and for the State of

Washington residing at:

1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



Rauch Family Trust

Robert J. Rauch, Trustee
Robert J. Rauch, Trustee

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Robert J. Rauch** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12/10/10

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011

Iva M. Rauch, Trustee
Iva M. Rauch, Trustee

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Iva M. Rauch** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12/10/10

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011





Alan J. Redstone

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Alan J. Redstone** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 11/30/2010


NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



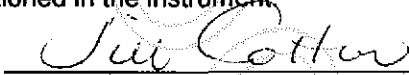
Marie J. Christenson

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Marie J. Christenson** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 1.4.11


NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011



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Skagit County Auditor

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Gerald Steven Sawicki
Gerald Steven Sawicki

STATE OF WA

COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that **Gerald Steven Sawicki** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12/27/10

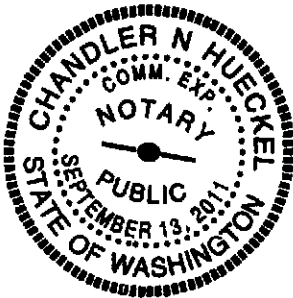
[Signature]
NOTARY PUBLIC, in and for the State of

WA residing at:

Bellingham, WA

Printed Name: CHANDLER HUECKEL

My Commission Expires: 9/13/11



201102170044

Skagit County Auditor

2/17/2011 Page 53 of 60 10:28AM

Barry J. Simmons
Barry J. Simmons

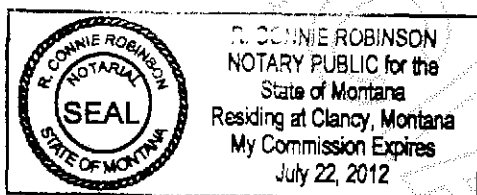
STATE OF Montana

COUNTY OF Missoula

I certify that I know or have satisfactory evidence that **Barry J. Simmons** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12-10-10

R. Connie Robinson
NOTARY PUBLIC, in and for the State of



_____ residing at:

Printed Name: _____

My Commission Expires: _____

Kelly Simmons
Kelly Simmons

STATE OF Montana

COUNTY OF Missoula

I certify that I know or have satisfactory evidence that **Kelly Simmons** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

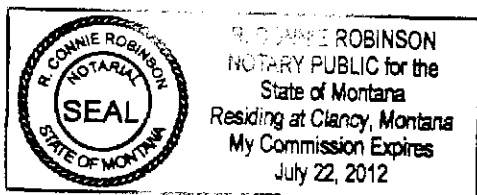
Dated: 12-10-2010

R. Connie Robinson
NOTARY PUBLIC, in and for the State of

_____ residing at:

Printed Name: _____

My Commission Expires: _____



201102170044

Skagit County Auditor

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Kris Walker

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that **Kris Walker** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of

residing at:

Printed Name: _____

My Commission Expires: _____

Susan Walker

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that **Susan Walker** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of

residing at:

Printed Name: _____

My Commission Expires: _____



201102170044

Skagit County Auditor

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Sharon Williams
Sharon Williams

STATE OF WASH

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Sharon Williams** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

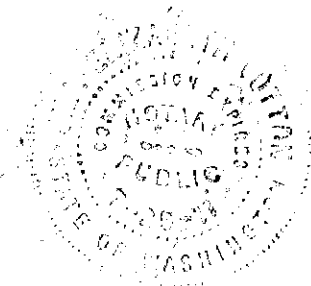
Dated: 9/1/30/2010

Jim Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:
1754 Chuckanut Ridge

Printed Name: Jim Cotton

My Commission Expires: 7/29/2011



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Skagit County Auditor

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Kevin Williamson
Kevin Williamson

STATE OF

WA

COUNTY OF

SKAGIT

I certify that I know or have satisfactory evidence that **Kevin Williamson** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated:

11/30/10

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington

residing at:

1754 Chuckanut Ridge, Bow

Printed Name:

Jill Cotton

My Commission Expires:

7/29/2011



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Skagit County Auditor

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60 10:28AM

Yenokida Family Trust

Gordon Yenokida
Gordon Yenokida

STATE OF California

COUNTY OF San Francisco

I certify that I know or have satisfactory evidence that **Gordon Yenokida** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 1/8/2011

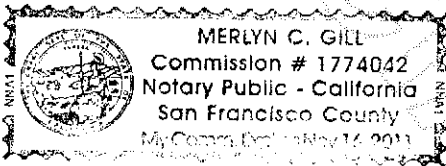
mf c rd
NOTARY PUBLIC, in and for the State of

California residing at:

San Francisco

Printed Name: Merlyn C Gill

My Commission Expires: 11/16/2011



Michou Yenokida
Michou Yenokida

STATE OF Washington

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Michou Yenokida** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 70/30/2011

Jill Cotton
NOTARY PUBLIC, in and for the State of

Washington residing at:

1754 Chuckanut Ridge

Printed Name: Jill Cotton

My Commission Expires: 7/29/2011




Nicholas Z. Zakov

STATE OF OHIO

COUNTY OF TRUMBULL

I certify that I know or have satisfactory evidence that **Nikolas Z. Zakov** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: DECEMBER 13, 2010

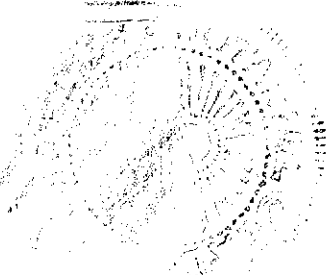

NOTARY PUBLIC, in and for the State of

OHIO residing at:

850 SHANNON RD, GIRARD, OH

Printed Name: WILLIAM J. LUCAS

My Commission Expires: SEPT. 24, 2014



Donna Zakov

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that **Donna Zakov** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of

_____ residing at:

Printed Name: _____

My Commission Expires: _____



Nicholas Z. Zakov

STATE OF _____

COUNTY OF _____

I certify that I know or have satisfactory evidence that **Nikolas Z. Zakov** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC, in and for the State of _____

_____ residing at: _____

Printed Name: _____

My Commission Expires: _____

Donna Zakov

Donna Zakov

STATE OF Florida

COUNTY OF Charlotte

I certify that I know or have satisfactory evidence that **Donna Zakov** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: 12-23-10

Charlene Dorio

NOTARY PUBLIC, in and for the State of Florida

Florida residing at: _____

8725 Placida Rd Placida FL 84 33946

Printed Name: Charlene Dorio

My Commission Expires: 3-6-13

