

After Recording Return to:
Burlington One Inc
PO Box 2231
Everett, WA 98213



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Skagit County Auditor

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1 of

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DOCUMENT TITLE

Declaration of Covenants, Conditions and Restrictions for
Maiben Glen Phase 1, 2, & 3

DECLARANT

Burlington One Inc., a Washington corporation

LEGAL DESCRIPTION

Portion of lot 63, Burlington Acreage Property, Vol 1 pg.49
and Portion of lots 7, 8, 9 & 10, Block 125, First Addition to
Burlington vol. 3 pg. 11

**AUDITOR'S REFERENCE
NUMBER(S)**

201711130061 Plat of Maiben Glen Phase 1, 2, and 3

ASSESSOR'S PROPERTY

P128583 / 4077-125-010-0100, P62717 / 3867-000-063-
0000, P132684 / 3867-000-063-1000, P128585 / 4077-
125-010-0300

**TAX PARCEL NO. /
ACCOUNT NO.**

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
Brighton Homeowner Association**

THIS DECLARATION is made this 4 day of October, 2017, by
Burlington One Inc., a Washington corporation, ("Declarant"), which is the owner of certain land
situated in the State of Washington, City of Burlington, County of Skagit, known as Maiben Glen
Phase 1, 2 & 3, more particularly described in Exhibit "A", attached hereto. Declarant hereby
declares, agrees and covenants that all land and improvements now existing or hereafter
constructed therein will be held, sold, conveyed subject to, and burdened by the following
covenants, restrictions, reservations, limitations, liens and easements, all which are for the
purpose of enhancing and protecting the value, desirability and attractiveness of such lands for
the benefit of all or such lands and the owners thereof and their heirs, successors, grantees and
assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any
right, title or such lands of any portion thereof and shall inure to the benefit of each owner thereof
and to the benefit of Brighton Homeowners Association and shall otherwise in all respects be
regarded as covenants running with the land.

ARTICLE 1

Definitions

For purposes of the Declaration, the Articles of Incorporation and the Bylaws of the Brighton Homeowners Association, certain words and phrases shall have particular meanings as follows:

Section 1 Architectural Control Committee. "Architectural Control Committee" or "ACC" shall mean and refer to the appointed or elected Committee of the Board of Directors as outlined in the Article of VIII.

Section 2 Association. "Association" shall mean and refer to the Brighton Homeowners Association, its successors and assigns.

Section 3 Board. "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article VI. For purposes of exercising the powers and duties of the Board authorized in this Declaration or by applicable law, this term shall also mean the "Temporary Board" or "Declarant" as in Article II unless the language or context clearly indicates otherwise.

Section 4 Common Maintenance Areas. "Common Maintenance Areas" shall mean those portions of all real property (including the improvements thereto) maintained by the Declarant and the Association for the benefit of the members of the Association. The areas to be maintained by the Declarant and the Association at the time of recording this Declaration are described as follows:

Easements, Plat of Maiben Glen Phase 1, 2 & 3, City of Burlington according to the final plat thereof as recorded with the City of Burlington under File No. 20171130061.

In addition, Common Maintenance Areas shall include any entry monument, entry sign or other entry feature and related improvements, such as landscaping, irrigations systems and fencing, wherever such items are located. See Exhibit "B-1" and "B-2".

Section 5 Declarant. "Declarant" shall mean and refer to Burlington One Inc., its successors and assigns.

Section 6 Development Period. "Development Period" shall mean and refer to that period of time defined in Article II.

Section 7 Property. "Property" or "Maiben Glen Phase 1, 2, & 3" shall mean and refer to the real property described with particularity in Exhibit "A".

Section 8 Lot. "Lot" shall mean and refer to any legal building lot existing now or in the future within the boundaries of the Property.

Section 9 Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee interest in any Lot, including the Declarant, but excluding persons or entities holding an interest in a Lot merely as security for the performance of an obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

ARTICLE II

ARTICLE II
Development Period, Management Rights of
Declarant During Development

Section 1 Management By Declarant. "Development Period" shall mean that period of time from the date of recording of the Declaration until (a) a date ten years from the date of recording this Declaration or (b) the sixtieth day after Declarant has transferred title to the purchasers of Lots representing one hundred percent of the total voting power of all Lots which may be subjected to this Declaration pursuant to its terms, or (c) the date on which Declarant elects to permanently relinquish all Declarant's authority under this Article II by written notice to all Owners, whichever date first occurs. Until termination of the Development Period, the Property shall be managed by, and the Association organized and operated at the sole discretion of, the Declarant.

Section 2 Notice to Owners. Before the termination of the Development Period, the Declarant will give written notice of the termination of the Development Period to the Owners of all Lots. Said notice shall specify the date when the Development Period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Directors of the Association. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, for the purposes of this meeting, the presence, either in person or by proxy, of the Owners of ten Lots shall constitute a quorum. The Board of Directors of the Association may be elected by a majority vote of said quorum. If a quorum is not present, the Development Period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

Section 3 Temporary Board. During the Development Period, Declarant may in its sole discretion, and at such times as the Declarant deems appropriate, appoint three persons who do not have to be Lot Owners, as a Temporary Board. This Temporary Board shall have full authority and all rights, responsibilities, privileges and duties to manage the Property under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws, provided that after selecting a Temporary Board, the Declarant, in the exercise of its sole discretion, may at any time terminate the Temporary Board and resume its management authority under Article II or select a new Temporary Board under this section of Article II. During the Development Period, Declarant may conduct the affairs of the Association without regard to the provisions of the Bylaws, unless Declarant appoints a Temporary Board, in which case the Temporary Board and all Owners shall adhere to the Bylaws.

Section 4 Absence of Temporary Board. Should Declarant not appoint a Temporary Board, until such time as the permanent Board is elected, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties, and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including but not limited to enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, and collecting and expending all assessments and Association funds. Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments.

Section 5 Acceptance of Management Authority. The purpose of this management arrangement is to ensure that the Property will be adequately managed during the initial stages

of development. Acceptance of an interest in a Lot evidences acceptance of this management arrangement.

ARTICLE III

Common Maintenance Areas

Section 1 Conveyance of Common Area. Declarant hereby conveys and quitclaims to the Association, for the common use and enjoyment of the Association and the Owners, Easement(s) of Maiben Glen Phase 1, 2, and 3.

Section 2 Responsibility for Maintaining Common Maintenance Areas. The Declarant and the Association are responsible for maintaining, repairing, replacing, reconstructing and preserving the character of the Common Maintenance Areas and their facilities and appurtenances.

Section 3 Repair of Damage by Lot Owner. Any damage to Common Maintenance Areas by a Lot Owner, or his or her contractor, subcontractor, family members or guests, shall be repaired within one week or other reasonable period established by the Board by the Owner who caused, or whose contractor, subcontractor, family member or guest caused, such damage. If such repairs are not timely made, the Declarant and or the Association may execute the repair and the Owner will be obligated to immediately remit funds for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of twelve percent per annum until paid, together with attorney's fees and costs pursuant to Article IX, Section 4, and such unpaid amount shall be a lien pursuant to Article IV, Section 1. As used herein "damage to Common Maintenance Areas" includes, but is not limited to, damage to asphalt, survey corners, landscaping and fencing, silt in storm water drainage facilities, altering gravel shoulders, changing the grade of storm water channels and around meter boxes and fire hydrants, removing NGPA signs and damaged utilities.

Section 4 Reimbursement to Declarant. None

ARTICLE IV

Assessments

Section 1 Creation of Lien and Personal Obligation. Each Owner, by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be expressed in such deed or other instrument, is deemed to covenant and agree to pay the Association (a) annual assessments or charges and (b) special assessments. Annual and special assessments shall be established and collected in accord with this Declaration. The annual and special assessments, together with the interest, costs and reasonable attorney's fees incurred to collect such assessments, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made from the time such assessment is assessed until it is paid and shall be the personal obligation of the individual or entity who is the Owner of the Lot at the time that the assessment fell due.

Section 2 Purpose of Assessments. The assessments imposed by the Association shall be used (a) to promote the recreation, health, safety and welfare of the residents of the Property, (b) for the improvement, maintenance, upkeep, repair of the storm drainage system constructed by the Declarant for the benefit of the Property, (c) for the improvement, maintenance, upkeep and repair of the Common Maintenance Areas, (c) for legal fees and damages incurred in any action in which the Association or a member of the Board or ACC, acting on behalf of the

Association is named as a party, (e) for legal fees incurred by the Association, and (f) for any other reasonable expenses incurred by the Association.

Section 3 Annual Assessment. Beginning on the sale of the first Lot, the annual assessment shall be \$540 per Lot. Lots owned by the Declarant shall not be subject to the annual assessment. The annual assessment may be increased during the Development Period to reflect increased (a) maintenance costs, (b) repair costs, (c) operation costs, (d) Association costs, or (e) legal costs. All increases and decreases in the annual assessment during the Development Period must directly reflect changes in the above-recited costs. During the Development Period, it shall not be necessary to amend this Declaration to raise or lower assessments. During that period, the Declarant shall give members of the Association notice of any increase or decrease in the annual assessment thirty days before the date that the assessment becomes effective.

- a) After the Development Period expires, the maximum annual assessment may be increased by more than ten percent only if the Owners representing sixty percent of the total number of Lots who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.
- c) After the Development Period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

Section 4 Special Assessments. Beginning on the sale of the first Lot, the special assessment shall be \$250 per Lot. Lots owned by the Declarant shall not be subject to the special assessment. In addition to the annual special assessment authorized above, the Association may levy, in any year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, (a) the cost to any capital investments to the storm drainage system, community park, or other improvements on the Common Maintenance Areas, (c) legal fees and damage costs, or (d) any other reasonable expenses incurred by the Association. Any assessment for capital improvements or additions which exceeds \$10,000 shall require the consent of the Owners representing sixty percent of the total Lots who are voting in person or by proxy at a meeting duly called for this purpose. Lots owned by the Declarant shall not be subject to the special assessment until sold.

Section 5 Budget; Estimated Assessments. Commencing on January 1st following the termination of the Development Period and continuing each year thereafter, but within sixty days prior to the beginning of each calendar year or such fiscal year as the Board may adopt, the Board shall prepare a budget for the Association. To prepare the budget, the Board shall (a) estimate the regular Assessments and special Assessments for the Lots to be paid during such year; (b) make provisions for creating, funding and maintaining reasonable reserves for contingencies and operations, for maintenance repair, replacement and acquisition of Common Maintenance Areas, and/or (c) take into account any expected income and any surplus available from the prior year's operating fund. If the estimated cash requirement proves inadequate for any reason, including nonpayment of any Lot Owner's Assessment, a further Assessment may be levied during that fiscal year upon a majority vote of the Board. Within thirty days after the Board's adoption of any proposed regular or special budget of the Association, the Board shall set a date for a meeting of the Lot Owners to consider ratification of the budget. The Board shall give written notice of such meeting to all Lot Owners. Said written notice shall include a summary of the proposed budget. The meeting date shall be not less than fourteen and not more than sixty days after mailing of the notice and summary. Unless at the meeting the Lot Owners holding a majority of the votes in the Association, in person or by proxy, reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is

not given, the periodic budget last ratified by the Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board.

Section 6 Reserve Study. The Board shall comply with the requirements for reserve studies under RCW 64.38 for the Common Maintenance Areas. Unless the Board, in its reasonable discretion, determines that doing so would impose an unreasonable hardship on the Association and the Unit Owners or that current replacement value of the major reserve components is seventy-five percent or more of the gross budget of the Association, excluding the Association's reserve account funds, the Association shall prepare and annually update a reserve study. A "reserve component" means any common element whose cost of maintenance, repair, or replacement is infrequent, significant, and impractical to include in an annual budget. At least every three years, an updated reserve study must be prepared and based upon a visual site inspection conducted by a reserve study professional. If more than three years have passed since the date of the last reserve study prepared by a reserve study professional, the Owners of Lots to which at least thirty-five percent of the votes are allocated may demand, in writing, to the Association that the cost of a reserve study be included in the next budget and that the study be obtained by the end of the budget year. Unless the Board determines that preparing a reserve study would impose an unreasonable hardship on the Association and the Unit Owners, the Board shall, upon receipt of the written demand, provide the Unit Owners making the demand reasonable assurance that the Board will include a reserve study in the next budget and, if the budget is not rejected by the Unit Owners pursuant to Article IV, Section 5, will arrange for the completion of the reserve study. For purposes of this Article IV, Section 6, an "unreasonable hardship" includes, but is not limited to, a circumstance where the cost of preparing a reserve study would exceed five percent of the Association's annual budget.

Section 7 Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Lots and must be collected on an annual basis or such other periodic basis as the Board shall determine. Notwithstanding the foregoing, Lots owned by the Declarant shall not be subject to either an annual or special assessment until sold.

Section 8 Date of Commencement of Annual Assessment; Due Dates. The annual assessment described in this Article shall commence on the sale of the first Lot. After the Development Period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specific Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty days after the due date shall bear interest at the rate of twelve percent per annum. Each Owner hereby expressly vests in the Association and its agents the right and power to bring suit personally against such Owner for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage in connection with such liens. Association shall have the power to bid in its interest at a foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all of the Association's attorney's fees and costs incurred in collecting past due assessments or enforcing assessment liens. No Owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his or her Lot.

The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and or a period not to exceed sixty days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 10 Subordination of the Lien to Mortgage. The lien for assessments provided for in this Article shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first mortgage or deed of trust, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11 Homestead Waiver. Each Owner hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any homestead or exemption law in effect at the time any Assessment becomes delinquent or any lien is imposed pursuant to the terms of this Declaration, and hereby waives the right to claim such homestead or exemption prior to payment in full of all delinquent Assessments.

ARTICLE V

Homesowners' Association

Section 1 Non-Profit Corporation. The Association shall be a non-profit corporation under the laws of the State of Washington.

Section 2 Membership. Every person or entity which is an Owner of any Lot shall be a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3 Voting Rights. Owners, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for the Lot shall be exercised as the Owners of that Lot decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting rights of any Owner may be suspended as provided for in this Declaration, the Articles and the Bylaws of the Association.

Section 4 Meetings. Meetings after the termination of the Development Period, or upon appointment of a Temporary Board, shall be conducted in accord with the Bylaws of the Association.

Section 5 Adoption of Bylaws. Prior to the termination of the Development Period, the Declarant, acting pursuant to its authority to act on behalf of the Association, shall adopt Bylaws of the Association. During the Development Period, Declarant shall have sole authority to amend the Bylaws. After termination of the Development Period, except as expressly provided to the contrary herein, the Bylaws may be amended from time to time by a majority vote of the Members (including Declarant, if applicable), at any regular or special meeting of the Association duly called for that purpose.

ARTICLE VI

Management by Board

Section 1 Expiration of the Development Period. Upon expiration of the Declarant's management authority under Article II, all administrative power and authority shall vest in a Board of at least three directors who must be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the Development Period under Article II.

Section 2 Terms. The terms of the Board shall be defined in the Bylaws.

Section 3 Powers of the Board. All powers of the Board must be exercised in accordance with the procedures set forth in the Bylaws. The Board, for the benefit of the Property and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties imposed and powers authorized by the Bylaws, and by any resolution of the Association that may be hereafter adopted, the Board shall, without limitation, have the power to:

- a) **Insurance.** Obtain policies of general liability insurance.
- b) **Legal and Accounting Services.** Obtain legal and accounting services if necessary for the administration of Association affairs or the enforcement of this Declaration.
- c) **Maintenance.** Pay all costs associated with the improvement, maintenance, upkeep, repair, replacement and reconstruction of the Common Maintenance Areas.
- d) **Maintenance of Lots.** Maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect the Common Maintenance Areas, or (2) to preserve the appearance and value of the Property if the Owners or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot for the cost of such maintenance.
- e) **Utilities.** Pay all utility charges attributable to the Common Maintenance Areas and install of utility or service lines within the Common Maintenance Areas which the Board deems to be in the best interest of the Association.
- f) **Security.** Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots.
- g) **Right to Contract.** Contract for goods services, maintenance, and improvements and incur liabilities in connection therewith.
- h) **Improvements.** Make capital improvements or additions to the Common Maintenance Areas, subject to the provisions of Article IV, Section 4.
- i) **Right of Entry.** Enter any Lot when reasonably necessary in the event of emergency or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees, shall attempt to give notice to the Owner or occupant of any Lot twenty-four hours prior to such entry. Such entry must be made with as little inconvenience to

the Owners as practical and any damage caused thereby shall be repaired by the Board if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case shall be specially assessed to the Lot). If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specifically assessed to the Owner of the other Lot.

- j) **Promulgation of Rules.** Adopt and publish rules and regulations governing the use of the Property and the personal conduct of the Owners and their family members and guests thereon, and establish penalties for any violation of any covenant set forth in this Declaration, the Bylaws or said rules and regulations. The Board shall deliver a copy of rules and regulations to all Lot Owners within thirty (30) days of the adoption or modification of rules and regulations, and such rules and regulations shall be effective as of the date of delivery or such later date specified by the Board.
- k) **Declaration of Vacancies.** Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.
- l) **Employment of Manager.** Employ a manager, an independent contractor or such other employees as the Board deems necessary and described the duties of such employees.
- m) **Payment for Goods and Services.** Pay for all goods and services required for the proper function of the storm drainage system and other Common Maintenance Areas and the Association.
- n) **Impose Assessments.** Impose and collect annual and special assessments on Owners and Lots.
- o) **Bank Account.** Open a bank account on behalf of the Association and designate the signatories required.
- p) **Legal Actions.** Commence or intervene in legal actions for the enforcement of these covenants or any other legal action, which the Board of Directors deems necessary for the protection of the Property. The Board also has the authority to defend against legal actions initiated against the Association.
- q) **Exercise of Powers, Duties, and Authority.** Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted by applicable law. Nothing in this Declaration shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE VII

Building, Maintenance and Land Use Regulations

Section 1 Residential Use. Except as otherwise provided herein, all Lots shall be used solely for private single-family residential purposes. Attached or detached duplexes, "Accessory

Apartment" and "Temporary Dwellings" as defined in the City of Burlington and/or Skagit County Zoning Code are prohibited on any Lot.

Section 2 Business and Commercial Use. No trade, craft, business, profession, commercial use or similar activity of any kind shall be conducted on any Lot, unless (a) it is a "Permitted Use" under the applicable zoning code, (b) it is conducted within a fully enclosed building, and (c) it does not create a level of noise, vibration, smoke, dust, odors, heat, light, or glare beyond that which is acceptable in a residential area, (d) it does not increase the liability or casualty insurance obligation or premium of the Association, and (e) it is consistent with the residential character of the Lots and does not constitute a nuisance or hazardous or offensive use, as determined in the sole discretion of the Board. Furthermore, no goods, equipment, materials, or supplies used in connection with any such trade, craft, business, profession, commercial use, or similar activity shall be placed or stored on any Lot except within a fully enclosed building.

Section 3 Dwelling Restrictions. All temporary or permanent buildings or structures must be approved by the ACC per Article VIII. No mobile homes, pre-fabricated or pre-manufactured homes, or modular homes shall be located on any lot either on a temporary or permanent basis.

Section 4 Garage and Outbuildings. All Lots must provide for at least two parking spaces on the Lot. Any covered parking area must be approved by the ACC. Outbuildings are permitted, but shall be designed to complement the single-family residence located on the Lot and must be approved by the ACC.

Section 5 Minimum Dwelling Size. N/A

Section 6 Building Materials. All dwellings and outbuildings shall be built of new materials, with the exception of décor items such as used brick, weathered planking, and similar items. The ACC will determine whether a used material is a décor item. In making this determination, the ACC will consider whether the material harmonizes with the aesthetic character of the dwellings on other Lots and whether the materials would add to the attractive development of the Property. All roofs are to be a type and color approved by the ACC. Plywood type exterior siding (i.e. T 1-11) is prohibited.

Section 7 Driveways. Driveways must be approved by the Declarant or the ACC for materials used.

Section 8 Permits. No construction or exterior addition or change or alteration of any dwelling or other structure may be started on any portion of any Lot without the Owner first obtaining a building permit and other necessary permits from the applicable local governmental authority and written approval of such permits from the ACC or the Declarant. The ACC must approve the plans for all construction or alteration proposals (See Article VIII).

Section 9 Codes. All construction shall conform to the requirements of the State of Washington Uniform Codes (buildings, mechanical, plumbing) and City of Burlington and Skagit County Codes and requirements in force at the commencement of the construction.

Section 10 Completion of Construction. The exterior of any structure, including painting or other suitable finish, and landscaping shall be completed within twelve months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

Section 11 Entry for Inspection. Any agent, officer or member of the Board, ACC, or the Declarant may, at any reasonable predetermined hour, upon twenty-four hours' notice during construction or exterior remodeling, enter and inspect the structure to determine if it complies with the provisions of this Declaration. Such persons shall have an easement, over, upon and across the Lots for the purpose of making and carrying out such inspections.

Section 12 Temporary Structures. No structures of temporary character, including but not limited to a trailer, recreational vehicle, tent, shack, detached garage, barn or other outbuilding, shall be used for residential purposes, either temporary or permanently. The foregoing shall not prevent guests from using recreational vehicles in driveways for a period of two days or less.

Section 13 Fences, Walls, Shrubs. Fences, walls or shrubs are permitted to delineate the lot lines of each Lot, subject to (a) the approval of the ACC and (b) determination whether such fences, walls, or shrubs would interfere with easements of record. All fences must meet the standards set by the ACC and must be approved by the ACC prior to construction or installation.

Section 14 Wiring. All wiring to dwellings and outbuildings shall be underground.

Section 15 Antennae. No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennas) greater than one meter in diameter shall be permitted within the Property unless approved by the ACC. Wherever possible, all radio or television antennae, transmitters or parabolic reflectors shall be placed out of the view of adjacent roads and residences on other Lots.

Section 16 Septic System. No septic system shall be allowed on any Lot.

Section 17 Signs. No signs, billboards, or other advertising structure or devices shall be displayed to the public view on any Lot except one sign not to exceed nine square feet in area may be placed on a Lot to offer the Lot for sale or rent. Signs also may be used by a builder to advertise the Property or a Lot during the construction and sale period. Political yard signs of a temporary nature will be allowed during campaign period on Lots. Within five days following the election, such signs must be removed. The Board may cause any sign placed on the Property in violation of this section to be removed and destroyed. The foregoing sign restrictions shall not apply to the Declarant during the Development Period.

Section 18 Exterior Maintenance by Owner. Each Lot, the improvements constructed thereon and all landscaping shall be maintained by the Owner of such Lot in a neat, clean and attractive condition at all times.

Section 19 Refuse. All Lots shall be kept free of debris. All refuse shall be kept in sanitary containers concealed from the view of other Lots, the containers shall be regularly emptied and the contents disposed of off the Property. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any Lot, except that a regularly tended compost heap shall be permitted if the compost heap is concealed from the view of other Lots.

Section 20 Parking of Vehicles and Storage of Goods and Equipment.

- a) **Storage and Permanent Parking.** Anything parked in the driveway must be insured and in working order.

- b) Improperly Parked Vehicles.** Upon forty-eight hours' notice to the Owner of any improperly parked vehicle or improperly stored goods or equipment, the Board may have towed, at the Owner's expense, any vehicles which are parked in violation of this section or may have removed, at the Owner's expense, any improperly stored goods or equipment.
- c) Temporary Parking by Guests.** This section does not prevent guests from parking automobiles, trucks, or recreational vehicles in driveways for a period of five days or less. However, if the guests either (1) plan to park their vehicles in driveways or (2) stay in their recreational vehicles, for a period in excess of five days, the Owners must first obtain written permission from the Board.
- d) Dilapidated, Unsightly Vehicles.** Neither the Owner nor their family members or guests are allowed to park dilapidated, non-functioning or unsightly vehicles in open view on any Lot.
- e) Easement for Enforcement Purposes.** Owners hereby grant to the Association an easement for purposes of going upon the Lots of Owners to remove vehicles, goods, or equipment which are parked or stored in violation of the terms of this Declaration.

Section 21 Lot Maintenance by the Association. In the event that an Owner shall fail to maintain the exterior of his or her Lot and the improvements situated thereon in a manner consistent with maintenance standards of the community established by the Board or the ACC, the Board shall have the right through its agents and employees to repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five days after mailing adequate notice of certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for foreclosure of mechanic's liens. In the event that the estimated cost of such repair should exceed one percent of the assessed value of the Lot and improvements on that Lot, the Board shall be required to have consent of fifty percent of all Lot Owners before undertaking such repairs.

Section 22 Prohibition of Nuisances and Untidy Conditions. No noxious or offensive activity or condition shall be conducted on any Lot nor shall anything be done or maintained on any Lot which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy their respective Lots, provided, however, that prior to the sale of all Lots, Declarant shall have the right to clear and burn stumps, trees, and other foliage from the Lots and perform other activities which, in Declarant's sole judgment, may be necessary to market or maintain the Lots. No outdoor activity, including, but not limited to, noise, sports playing and/or music, shall continue past the curfew time established by applicable City or County Ordinance, if any, or if no curfew is established by City or County Ordinance, then as established by the Association.

Section 23 Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. Oil and propane gas storage for residential purposes is permissible.

Section 24 Animals. No animals other than dogs, cats, caged birds, tanked fish and other conventional small household pets may be kept on any Lot. No animals may be raised or bred for commercial purposes nor may they become a nuisance. With the exception of cats, all animals shall be confined to the boundary of the Lot and shall not be permitted to roam freely throughout the Property.

Section 25 Motor Bikes. The use and operation of motorcycles, motorbikes, trail bikes, all-terrain vehicles or similar, vehicles are prohibited on any portion of the Property, except that muffled and licensed motorcycles shall be permitted on roadways.

Section 26 Weapons. No firearms of any kind or nature shall be discharged for sport, hunting or recreation on the Property.

Section 28 Derogation of Laws. No Owner shall carry on any activity of any nature whatsoever on any Lot that is in derogation or in violation of the laws or statutes of the State of Washington, Skagit County or other applicable governmental body.

ARTICLE VIII

Architectural Control

Section 1 Architectural Control Committee. During the Development Period, the Declarant or its designee may exercise and perform the functions of the Architectural Control Committee. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant or the Board shall appoint the ACC to function as herein provided. After termination of the Development Period, the functions of the ACC shall be performed by the Board until such time as the Board shall appoint and designate the ACC. Within one month of the election of the Board following the termination of the Development Period, the Board shall appoint the ACC. The ACC shall consist of not less than three members. The members of the ACC need not be (a) Owners or (b) members of the Association.

Section 2 Jurisdiction and Purpose. The ACC or the Declarant or its designee shall review proposed plans and specifications for residences, accessory structures (e.g. garages, barns, garden sheds, tool sheds, doll houses, tree houses, gazebos and playground structures), fences, walls, appurtenant residential facilities (e.g. hot tubs, spas, basketball courts, basketball hoops, tennis courts, swimming pools, bath houses, animal pens or enclosures), or other exterior structures to be placed upon the Property. No structures may be built or exterior addition nor may any structural alteration be made until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the ACC. The ACC also shall review proposals to change the exterior color of homes.

Section 3 Membership. The ACC shall be designated by the Board.

Section 4 Delegation. The ACC may unanimously designate one or more of its members or a third party to act on behalf of the ACC with respect to both ministerial matters and discretionary actions.

Section 5 Donation of Time. After the Development Period, no member of the ACC shall be entitled to any compensation for services performed on behalf of the ACC.

Section 6 Address of the Committee. The address of the ACC shall be at the registered office address of the Association.

Section 7 Voting. ACC decisions shall be determined by a majority vote by the members of the ACC

Section 8 Submission of Plans. All plans and specifications required to be submitted to the ACC shall be submitted by mail to the address of the ACC in duplicate, or in such other manner as the ACC may direct. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structure:

- a) The location of the structure upon the Lot;
- b) The elevation of the structure with reference to the existing and finished Lot grade;
- c) The general design;
- d) The exterior finish materials and colors, including roof materials;
- e) Landscape plan; and
- f) Other information which may be required in order to determine whether the structure conforms to the standards articulated in this Declaration and the standards employed by the ACC in evaluating development proposals.

Section 9 Plan Check Fee. All individuals submitting plans to the ACC shall pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. The plan check fee submitted to the ACC together with plans and specifications.

Section 10 Evaluating Development Proposals. The ACC shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the ACC shall determine whether the external design, color, building, materials, appearance, height, configuration, and landscaping of the proposed structure harmonize with (a) surrounding structures, (b) the various features of the natural and built environment, (c) the aesthetic character of the other homes on the Property, and (d) any other factors which affect the desirability or suitability of a proposed structure or alteration. The ACC shall not approve any design which fails to meet the above-recited standards and any other aesthetic standards promulgated by the ACC. The ACC shall not approve temporary or non-permanent structures. ACC determinations may be reversed or modified by a majority vote of the Board.

Section 11 Approval Procedures. Within thirty days after the receipt of plans and specification, the ACC shall approve or disapprove the proposed structure or alteration. The ACC may disapprove plans and specifications which, in its opinion, do not meet its aesthetic standards. The ACC shall indicate its approval or disapproval on one of the copies of the plans and specifications. In the event that no disapproval of such plans and specifications is given within thirty days of submission, the plans and specifications shall be deemed to be approved by the ACC and the Owner may start construction pursuant to the plans and specifications.

Section 12 Compliance with Codes. In all cases, ultimate responsibility for satisfying all local zoning and building codes and requirements rests with the Owner and contractor employed by the Owner. The ACC has no responsibility for ensuring that plans and specifications which it reviews comply with local zoning or building codes and requirements. The ACC shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No person on the ACC or acting on behalf of the ACC shall be held responsible for any defect in any plans or specifications which are approved by the ACC nor shall any member of the ACC or any person acting on behalf of the ACC be held responsible for any defect which was built pursuant to plans and specifications approved by the ACC.

Section 13 Variation. The ACC shall have the authority to approve plans and specifications which do not conform to the standards it has established in order to (a) overcome practical difficulties or (b) prevent undue hardship from being imposed on an Owner as a result of applying these standards. However, such variation will not (x) detrimentally impact on the overall appearance of the development, (y) impair the attractive development of the Property, or (z) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the standards or restrictions articulated in this Declaration. Variations shall only be granted if the ACC determines that the variation would further the purpose and intent of these restrictions.

Section 14 Enforcement. In any judicial action to enforce a determination of the ACC, the losing party shall pay the prevailing party's reasonable attorney's fees, expert witness fees, and other costs incurred in connection with such legal action or appeal.

Section 15 ACC Not Liable. The ACC or any person acting on its behalf, shall have no liability for damages to any Owner or person or entity submitting plans and specifications for approval by reason of any action, inaction, approval, disapproval or failure to approve or disapprove with regard to such plans and specifications. Any person or entity acquiring an interest in a Lot or any person or entity submitting plans to the ACC for approval, by doing so, agrees covenants not to bring an action or suit to recover damages against the ACC, its members, or any person acting on its behalf.

ARTICLE IX

Enforcement

Section 1 Rules and Regulations. The Board is hereby authorized and empowered to adopt the rules and regulations governing the use of the Property and the personal conduct of the Owners and their tenants and guests thereon, and to impose fines and other penalties for the infraction of any covenant set forth in this Declaration, the Bylaws or said rules and regulations.

Section 2 Enforcement. The Board may enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Articles, the Bylaws and any rules and regulations promulgated by the Board by any proceeding at law or in equity. During the Development Period, the Declarant may exercise this enforcement power on behalf of the Association.

Section 3 Violations. The Board, Declarant or their authorized representative shall give written notice of a violation of the restrictions of this Declaration to the Owner or occupant, who shall have ten (10) days from the date of receipt of said written notice to take whatever actions

are necessary to remedy said violation. If the Owner or occupant fails to comply within said ten (10) day period, the Board, Declarant or their authorized representative may take whatever actions are necessary to bring the Owner into compliance with these restrictions, including but not limited to levying reasonable fines after notice and an opportunity to be heard. The Owner in violation shall be responsible for paying all costs associated with enforcing these restrictions (including reasonable attorney's fees and costs) and the Association may collect such amounts as provided in Article IV. Said Owners hereby grant to the Association an express easement over and on the Owner's Lot for the purpose of enforcing these restrictions.

Section 4 Entry and Repair. In the event that a Owner fails to maintain the exterior appearance of the Owner's Lot, including but not limited to the residence, any Accessory Structures and landscaping, in a manner consistent with maintenance standards for Maiben Glen Phase 1, 2, & 3 established by the Board or the ACC, the Board shall have the right to enter upon the Owner's Lot and repair, maintain and restore the structures and/or landscaping on such Lot if the Owner fails to respond in a manner reasonably satisfactory to the Board within thirty (30) days after delivery of written notice to said Owner. The cost of such repair, maintenance or restoration shall be specially assessed against the Lot and the Board shall have the right to record a lien for such costs. In the event that the estimated cost of such repair, maintenance or restoration exceeds one-half (1/2) of one percent (1%) of the assessed value of the Lot, a majority of the Owners must approve such repair, maintenance or restoration before the Board may begin such repair, maintenance or restoration.

Section 5 Remedies. The remedies provided herein for collection of any assessment, charge or claim against any Owner, for and on behalf of the Association or Declarant, are in addition to, and not in limitation of, any other remedies provided by law.

Section 6 Waiver. The failure of the Association, the Declarant, any Owner or any of their duly authorized agents to insist in any one or more instances upon the strict performance of or compliance with this Declaration, the Bylaws or rules and regulations of the Association or to exercise any right or option contained therein, or to serve notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, such enforcement right shall continue and remain in full force and effect. No waiver of any provision of this Declaration, the Bylaws, or rules or regulations of the Association shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed pursuant to a resolution of the Board. The receipt by the Association of payment of any assessment with knowledge of any breach of any covenant hereof shall not be deemed a waiver of such breach.

Section 4 Attorney's Fees. In the event that it is necessary to seek the services of an attorney in order to enforce any (a) provision of this Declaration, or (b) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obliged to pay reasonable attorney's fees and costs incurred, whether such fees and costs are incurred in negotiation, mediation, arbitration, litigation, appeal, bankruptcy or pre- or post-judgment collection. If the Owner fails to pay such fees and costs within sixty days, such fees and costs shall become a lien against the Owner's Lot.

ARTICLE X

General Provisions

Section 1 Covenants Running with the Land. These covenants, conditions and restrictions are to run with the land and be binding on all parties and their successor, assigns and other

persons claiming under them for a period of thirty years from the date of these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten years.

Section 2 Amendment. This Declaration may be amended during the Development Period by any instrument signed by the Declarant. After the Development Period, this Declaration may be amended if the Owners representing sixty percent of the total number of Lots within the Property approve the amendment. The provisions which expressly refer to the Declarant may not be amended without the Declarant's approval. All amendments must be filed with the office of the Skagit County Auditor or its successor agency and will be effective upon filing.

Section 3 Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any party thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 4 Non-Protest Covenant. No person or entity holding fee simple title to any lot shall protest the development, annexation or timber harvesting activities of any property presently owned or hereinafter acquired by the Declarant or an affiliated entity within a two (2) mile radius of the subject property. This Non-Protest Covenant shall inure only the benefit of the Declarant, its affiliates and their successors.

[Signature page follows.]

A circular notary seal for Lisa Beal-Austin, a Notary Public in the State of Washington. The seal features the text "LISA BEAL-AUSTIN" at the top, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. A star is positioned on the left and right sides. The commission expiration date "JUNE 20, 2018" is at the bottom. The seal is stamped over a document that includes a "NOTARIES" table with columns for Name, Address, and Phone Number. The table contains two entries: Lisa Beal-Austin and Lisa Beal-Austin, both with addresses in Everett, WA, and phone numbers. The document also includes a "WITNESSES" table with columns for Name, Address, and Phone Number, and a "SIGNATURE" section with lines for the Notary and Witnesses. The date "JUNE 20, 2018" is stamped at the bottom of the page.

EXHIBIT "A"

Parcel "A":

The West 310.50 feet (as measured perpendicular to the West line) of the following described tract:

The North 1/2 of the East 1/2, less the West 7.2 feet thereof, of Lot 63, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, Page 49, Records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

Parcel "B":

The North 1/2 of the East 1/2, less the West 7.2 feet thereof, of Lot 63, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, Page 49, Records of Skagit County, Washington.

EXCEPT the West 310.50 feet (as measured perpendicular to the West line) thereof.

Situate in the City of Burlington, County of Skagit, State of Washington.

Parcel "C":

Those portions of Lots 7 and 8, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of Lot 6, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington:

Thence North 0° 12' 44" West along the West line of said Lot 6, also being the Easterly

right-of-way margin of Regent Street for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South 89° 40' 47" East along said North line of the South 4.00 feet of Lot 6, or said line extended into Lots 7 and 8 of said Block 125 for a distance of 246.85 feet to the true point of beginning; thence North 0° 19' 13" East for a distance of 147.25 feet to a point that will be on the Southerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed road margin as follows:

North 89° 39' 53" West for a distance of 51.00 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast, having a radius of 19.00 feet; through a central angle of 90° 00' 53", an arc distance of 29.85 feet to a point of tangency; thence South 0° 19' 13" West for a distance of 109.27 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of 90° 00' 00", an arc distance of 29.84 feet, more or less, to a point of tangency on said North line of the South 4.00 feet of Lot 7, said Block 125 at a point bearing North 89° 40' 47" West from the true point of beginning; thence South 89° 40' 47" East along said North line for a distance of 51.00 feet, more or less, to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

EXHIBIT "A" Cont.

Parcel "C1":

A non-exclusive mutually beneficial easement for ingress, egress and utilities (to be future road right-of-way to the City of Burlington dedicated on the future Helgeson 32 Lot Long Plat No. 1-07) over, under and across portions of Lots 6, 7 and 8, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington, said easement area being more particularly described as follows:

Commencing at the Southwest corner of said Lot 6, Block 125; thence North $0^{\circ} 12' 44''$ West along the West line of said Lot 6, also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South $89^{\circ} 40' 47''$ East along said North line of the South 4.00 feet of Lot 6, or line extended into Lot 7, said Block 125, for a distance of 107.85 feet to a point of curvature on the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 and being the true point of beginning; thence along said proposed road margin as follows:

Thence along the arc of said curve to the left, concave to the Northwest, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc distance of 29.84 feet, to a point of tangency; thence North $0^{\circ} 19' 13''$ East for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the right, concave to the Southeast, having a radius of 69.00 feet, through a central angle of $90^{\circ} 00' 53''$, an arc distance of 108.40 feet, to a point of tangency; thence South $89^{\circ} 39' 53''$ East for a distance of 51.00 feet; thence South $0^{\circ} 20' 07''$ West for a distance of 50.00 feet to a point that will be on the Southerly right-of-way margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

North $89^{\circ} 39' 53''$ West for a distance of 51.00 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 53''$, an arc distance of 29.85 feet to a point of tangency; thence South $0^{\circ} 19' 13''$ West for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 7, said Block 125; at a point bearing South $89^{\circ} 40' 47''$ East from the true point of beginning; thence North $89^{\circ} 40' 47''$ West along said North line for a distance of 88.00 feet, more or less, to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "D":

That portion of Lots 6, 7, 8, 9 and 10, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of Lot 6, Block 125 said flat of "First Addition to Burlington, Skagit Co, Wash." as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County,

Washington:

Thence North $0^{\circ} 12' 44''$ West along the West line of said Lot 6, also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6 and being the TRUE POINT OF BEGINNING;

EXHIBIT "A" Cont.

thence North 0° 12' 44" West along said West line for a distance of 293.33 feet, more or less, to the Northwest corner of said Lot 6; thence North 89° 39' 53" East along the North

line of Lots 6, 7, 8, 9, and 10, Block 125 for a distance of 535.64 feet, more or less, to the Northeast corner of said Lot 10; thence South 0° 12' 44" East along the East line of said Lot 10, also being the Westerly right-of-way margin of Skagit Street, for a distance of 216.19 feet, to a point bearing North 0° 12' 49" West a distance of 81.00 feet from the Southeast corner of said Lot 10; thence North 89° 40' 47" West for a distance of 126.54 feet to a point that will be on the Easterly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed road margin as follows:

South 0° 19' 13" West for a distance of 58.00 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of 90° 00' 00", an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 9, said Block 125; thence North 89° 40' 47" West along said North line for a distance of 88.00 feet to a cusp of a curve; thence along the arc of said curve to the left, concave to the Northwest, having an initial tangent bearing of South 89° 40' 47" East, a radius of 19.00 feet, through a central angle of 90° 00' 00", an arc distance of 29.84 to a point of tangency; thence North 0° 19' 13" East for a distance of 54.63 feet; thence North 89° 40' 47" West for a distance of 111.53 feet; thence North 0° 19' 13" East for a distance of 73.63 feet to a point that will be on the Southerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

North 89° 39' 53" West for a distance of 51.00 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast, having a radius of 19.00 feet, through a central angle of 90° 00' 53" an arc distance of 29.85 feet to a point of tangency; thence South 0° 19' 13" West for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of 90° 00' 00", an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 7, said Block 125, at a point bearing South 89° 40' 47" East from the true point of beginning; thence North 89° 40' 47" West along said North line for a distance of 195.85 feet, more or less, to the true point of beginning.

EXCEPT that portion of Lots 6, 7, 8, 9 and 10, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 10, Block 125, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington;

Thence South 0 degrees 12'44" East along the East line of said Lot 10, also being the Westerly right-of-way margin of Skagit Street, for a distance of 25.39 feet;

Thence North 89 degrees 39'53" West parallel with the North line of said Lots 6, 7, 8, 9 and 10, Block 125, Plat of First Addition to Burlington, Skagit Co., Wash., for a distance of 272.33 feet;

Thence North 0 degrees 12'44" West for a distance of 10.00 feet;

Thence North 89 degrees 39'53" West for a distance of 159.33 feet;

Thence North 0 degrees 20'06" East for a distance of 15.39 feet, more or less, to the North line of Lot 6, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., at a point bearing North 89 degrees 39'53" West from the POINT OF BEGINNING;

Thence South 89 degrees 39'53" East along said North line of Lots 6, 7, 8, 9 and 10, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., for a distance of 431.51 feet, more or less, to the POINT OF BEGINNING.

EXHIBIT "A" Cont.

AND EXCEPT that portion of Lots 8 and 9, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of Lot 6, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington;

Thence North 0 degrees 12'44" West along the West line of Lot 6, also being the Easterly right-of-way margin of Regent Street for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6;

Thence South 89 degrees 40'47" East along said North line of the South 4.00 feet of Lot 6, or said line extended into Lots 7 and 8 of said Block 125 for a distance of 246.85 feet to the Southwest corner of that certain parcel called Revised Lot 8, and described on Exhibit "D" of that certain Quit Claim Deed (Boundary Line Adjustment) to Roger W. Helgeson, recorded under Skagit County, Auditor's File No. 200904220096;

Thence North 0 degrees 19'13" East along the West line of said Revised Lot 8 for a distance of 73.63 feet to the Northwest corner thereof and being the TRUE POINT OF BEGINNING;

Thence South 89 degrees 40'47" East along the North line of said Revised Lot 8 for a distance of 111.53 feet, more or less, to a point that will be the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 also being the Northeast corner of said Revised Lot 8;

Thence along said proposed margin North 0 degrees 19'13" East for a distance of 30.00 feet;

Thence leaving said proposed road margin North 89 degrees 40'47" West for a distance of 111.53 feet to a point on the East line of that certain parcel called Revised Lot 7 and described on Exhibit "C" of that certain Quit Claim Deed (Boundary Line Adjustment) to Roger W. Helgeson, recorded under Skagit County Auditor's File No. 200904220096 that bears North 0 degrees 19'13" East from the TRUE POINT OF BEGINNING;

Thence South 0 degrees 19'13" West along said East line of Revised Lot 7 for a distance of 30.00 feet, more or less, to the POINT OF BEGINNING.

Situate in the City of Burlington, County of Skagit, State of Washington.

Parcel "D1":

The following Two non-exclusive mutually beneficial easements for ingress, egress and utilities (to be future road rights-of-way to the City of Burlington dedicated on the future Helgeson 32 Lot Long Plat No. 1-07) over, under and across portions of Lots 6, 7, 8, 9, and 10, Block 125, Plat of "First Addition to Burlington, Skagit Co. Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington; said easements being more particularly described as follows:

Easement No. 1

Commencing at the Southwest corner of said Lot 6, Block 125; thence North 0° 12' 44" West along the West line of said Lot 6, also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South 89° 40' 47" East along said North line of the South 4.00 feet of Lot 6, or line extended into Lot 7, said Block 125, for a distance of 107.85 feet to a point of curvature on the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 and being the true point of beginning; thence along said proposed road margin as follows:

EXHIBIT "A" Cont.

Thence along the arc of said curve to the left, concave to the Northwest, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc distance of 29.84 feet, to a point of tangency; thence North $0^{\circ} 19' 13''$ East for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the right, concave to the Southeast, having a radius of 69.00 feet, through a central angle of $90^{\circ} 00' 53''$, an arc distance of 108.40 feet, to a point of tangency; thence South $89^{\circ} 39' 53''$ East for a distance of 51.00 feet; thence South $0^{\circ} 20' 07''$ West for a distance of 50.00 feet to a point that will be on the Southerly right-of-way margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

North $89^{\circ} 39' 53''$ West for a distance of 51.00 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 53''$, an arc distance of 29.85 feet to a point of tangency; thence South $0^{\circ} 19' 13''$ West for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$, an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 7, said Block 125; at a point bearing South $89^{\circ} 40' 47''$ East from the true point of beginning; thence North $89^{\circ} 40' 47''$ West along said North line for a distance of 88.00 feet, more or less, to the true point of beginning.

Easement No. 2

Commencing at the Southwest corner of said Lot 6, Block 125; thence North $0^{\circ} 12' 44''$ West along the West line of said Lot 6 also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South $89^{\circ} 40' 47''$ East along said North line, or line extended into Lot 7, 8 and 9 said Block 125, for a distance of 339.38 feet to a point of curvature on the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 and being the true point of beginning; thence along said proposed road margin as follows:

Thence along the arc of said curve to the left, concave to the Northwest, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc distance of 29.84 feet, to a point of tangency; thence North $0^{\circ} 19' 13''$ East for a distance of 58.00; thence South $89^{\circ} 40' 47''$ East for a distance of 50.00 feet to a point that will be on the Easterly right-of-way margin to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

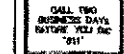
South $0^{\circ} 19' 13''$ West for a distance of 58.00 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast having a radius of 19.00 feet through a central angle of $90^{\circ} 00' 00''$, an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 9, said Block 125 at a point bearing South $89^{\circ} 40' 47''$ East from the true point of beginning; thence North $89^{\circ} 40' 47''$ West along said North line for a distance of 88.00 feet, more or less, to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P128583 / 4077-125-010-0100, P62717 / 3867-000-063-0000, P132684 / 3867-000-063-1000, P128585 / 4077-125-010-0300,

UNOFFICIAL



- ① 4' landscape easment along So. Skagit St.
Landscaping: exterior of fence maintained by HOA.
 - ② Landscape easment for entry monument sign.
Sign, superstructure, landscaping, exterior of fence maintained by HOA.
 - ③ Ph. 3 common area. Landscaping maintained by HOA.
- All fencing interior/exterior to remain original color.