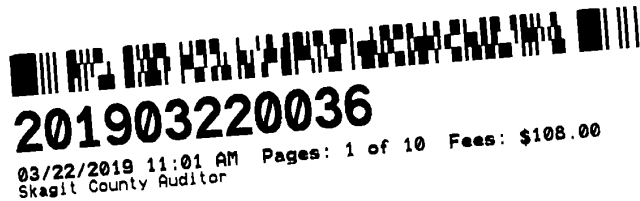


FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Skagit Land Trust
1020 S. Third Street
Mount Vernon, WA 98273



DECLARATION OF COVENANTS

Grantor: SAMISH FLOWER FARM, a Washington limited partnership
SKAGIT LAND TRUST, a Washington non-profit corporation

Grantee: SKAGIT LAND TRUST, a Washington non-profit corporation
SAMISH FLOWER FARM, a Washington limited partnership

Abbreviated Legal: Ptn. G.L. 4, 36-36-02 E.W.M.

Assessor's Tax Parcel Nos.: P133563 / 360236-0-010-0102;
P47448 / 360236-0-010-0002

This instrument is made on the date hereinafter set forth by the undersigned, who are the owners of certain land situated in the State of Washington, County of Skagit, described in Exhibit "A" attached hereto. The undersigned agree and declare that all of said lands are, and will be, held, sold and conveyed subject to and burdened by the following covenants, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, their instrument shall be binding upon all parties having or acquiring any right, title or interest in the said lands or any part thereof, and shall inure to the benefit of the owner thereof and shall otherwise in all respects be regarded as covenants running with the land. In the event of a conflict or inconsistency between this Declaration and any other document or agreement, the terms and conditions of this Declaration shall control.

1. ARTICLE 1 - DEFINITIONS

1.1. In this declaration, unless the context requires otherwise, the following definition will apply.

1.2. "Lot" shall mean and refer to any parcel of land identified in the attached Exhibit "A".

1.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee or undivided fee interest in any lot which is a part of the properties, including contract purchasers, but shall not include a contract seller, a mortgagee or beneficiary under a Deed of Trust, or those holding record ownership merely as security for the performance of an obligation.

1.4. "Declarant" shall mean and refer to SAMISH FLOWER FARM, a Washington limited partnership, and SKAGIT LAND TRUST, a Washington non-profit corporation.

1.5. "Declaration" means this declaration of covenants, conditions and restrictions applicable to the property recorded in the office of the Skagit County Auditor.

2. ARTICLE 2 - COVENANTS

The following covenants, conditions, and restrictions are hereby imposed upon the use and ownership of the Lots identified in the attached Exhibit "A".

2.1. Parking. If requested by the owner of Lot 1, any parking areas, now existing or hereafter created, on Lot 2 shall be screened by trees or other vegetation planted by the owner of Lot 2, such that the parking areas are not visible from the structures located on Lot 1. The provisions of this Section 2.1 shall only remain binding for as long as a descendant of Margaret Anne Stewart Murphy resides on or retains any ownership interest in Lot 1.

2.2. Trails. If requested by the owner of Lot 1, any trails, now existing or hereafter created, on Lot 2 shall be screened by trees or other vegetation planted by the owner of Lot 2, such that the trails are not visible from the structures located on Lot 1. The provisions of this Section 2.2 shall only remain binding for as long as a descendant of Margaret Anne Stewart Murphy resides on or retains any ownership interest in Lot 1.

2.3. Trees. The owner of Lot 1 Owner may request an evaluation by a mutually-agreed upon arborist, forester or other qualified person, at the sole cost of the owner of Lot 1, to assess whether one or more trees are at risk of falling onto any structure or driveway on Lot 1. If the evaluation determines that there are trees which present a risk of falling, then the owner of Lot 2 shall cooperate with the owner of Lot 1 to allow felling of such tree(s), at the expense of the owner of Lot 1. If the tree(s) can be felled such that they remain on Lot 2, the trees shall be left where felled. For the purposes of this Agreement, "driveway"

shall mean the twenty foot (20') wide portion of Lot 1 that provides ingress and egress from the structures on Lot 1 to Samish Island Road.

Utility easements have been created as depicted on Sheets 3 and 4 of Skagit County Short Plat PL-18-0489 (see plat notes 27 and 28). In the event that the owner of Lot 1 requires access to one or both of the utility easements for repair or replacement of the utility lines due to disruption of service or for emergency repair, the owner of Lot 1 may fell trees and vegetation located within the easement areas as is necessary for repair and replacement. In the circumstances described in the prior sentence, the owner of Lot 2 does not need to be notified of tree removal. For purposes of general maintenance, the owner of Lot 1 and the owner of Lot 2 will rely on the advice of a mutually agreed upon arborist, forester, utility installer or other qualified person to determine which trees must be removed for any necessary maintenance of utilities. If recommended by such person, the owner of Lot 2 shall cooperate with the owner of Lot 1 to allow felling of tree(s), at the expense of the owner of Lot 1. Those portions of such felled trees which fall outside of the utility easements shall be left where felled. The owner of Lot 1 shall be responsible for restoration (replanting with native vegetation) of disturbed areas.

In the event that the owner of Lot 1 and the owner of Lot 2 are unable to agree on an arborist, forester, utility installer or other qualified person, then an arborist, forester, utility installer or other qualified person shall be selected by the presiding judge of the Skagit County Superior Court.

2.4. Access. The owner of Lot 1 shall have access to Lot 2 for day-time, low impact, non-vehicular recreation subject to safety restrictions and ecological closures imposed by the owner of Lot 2. Pets must be on a leash. The provisions of this Section 2.4 shall only remain binding for as long as a descendant of Margaret Anne Stewart Murphy resides on or retains any ownership interest in Lot 1.

3. ARTICLE 3- ENFORCEMENT

3.1. Standing. The Lot owners shall have standing and full power and authority to enforce the provisions of this declaration in any proceeding at law or in equity against the person or persons violating or attempting to violate this declaration, and to recover damages sustained by reason of such violation. If any Lot owner employs counsel to enforce any of the provisions of this declaration, all expenses incurred in such legal process, including a reasonable attorney's fee shall be paid by the Lot owner found to be violating the declaration.

3.2. Waiver. No delay or omission of any kind on the part of any Lot owner in exercising any rights, authority or remedy provided herein, shall be construed as a waiver

of the provisions of this declaration.

3.3. Extent of Remedies. The provisions of this declaration are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be available.

3.4. Termination of Sections 2.1, 2.2 and 2.4. At such time as no descendant of Margaret Anne Stewart Murphy resides on or retains any ownership interest in Lot 1, then SKAGIT LAND TRUST may request SAMISH FLOWER FARM to execute, and SAMISH FLOWER FARM shall execute, a notice of termination of Sections 2.1, 2.2 and 2.4 of this Declaration, which notice of termination may be recorded by SKAGIT LAND TRUST in the records of the Skagit County Auditor. The execution and recording of such notice of termination shall not terminate or otherwise affect the continuing validity of the remainder of this Declaration.

4. ARTICLE 4 - AMENDMENT

4.1. This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination, revocation or amendment which is signed by both lot owners.

5. ARTICLE 5 - COVENANTS RUNNING WITH THE LAND

5.1. Binding Amendment. The covenants, conditions and restrictions contained herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind each Declarant's property, and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto, or their respective heirs, successors or assigns.

6. ARTICLE 6 - NOTICES

6.1 Any notice permitted or required to be delivered under the provisions of this declaration, may be delivered either personally or by mail. If delivery is by mail, such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the united states mail, postage prepaid for first class mail, addressed to the person or entity entitled to such notice at the most recent mailing address shown for the lot on the Skagit County assessor's records.

7. ARTICLE 7 - SEVERABILITY

7.1. The provisions hereof shall be deemed independent and severable, and the

invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

8. ARTICLE 8 – INTERPRETATION

8.1. The provisions of this declaration shall be liberally construed to effectuate its purposes to create a uniform plan for the use of the property.

9. ARTICLE 9 - EFFECTIVE DATE

9.1. This declaration shall take effect upon recording with the Skagit County Auditor.

Dated this 21 day of February, 2019.

DECLARANT

Skagit Land Trust, a Washington non-profit corporation.

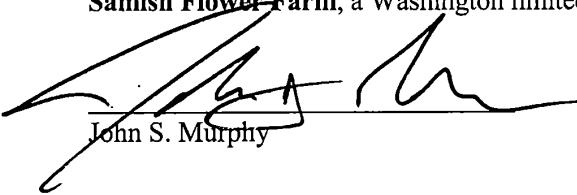
By: _____

Print name: _____

Its: _____

DECLARANT

Samish Flower Farm, a Washington limited partnership



John S. Murphy

Sarah E. Murphy

Margaret L. Murphy

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8. ARTICLE 8 – INTERPRETATION

8.1. The provisions of this declaration shall be liberally construed to effectuate its purposes to create a uniform plan for the use of the property.

9. ARTICLE 9 - EFFECTIVE DATE

9.1. This declaration shall take effect upon recording with the Skagit County Auditor.

Dated this 21st day of February, 2019.

DECLARANT

Skagit Land Trust, a Washington non-profit corporation.

By: Anne Winkes

Print name: Anne Winkes

Its: President

DECLARANT

Samish Flower Farm, a Washington limited partnership

John S. Murphy

Margaret L. Murphy

Sarah E. Murphy
Sarah E. Murphy

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that _____ as the _____ of Skagit Land Trust, a Washington non-profit corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was duly authorized to executed this instrument, and that he/she executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this _____ day of _____, 2019.

(SEAL)

Notary Public

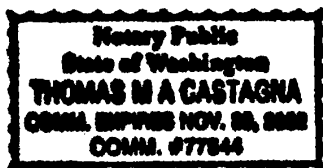
Print name: _____

Residing at: _____

My commission expires: _____

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that John S. Murphy is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a partner of SAMISH FLOWER FARM, a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 02/21/2019

Thomas M A Castagna
(Signature)

NOTARY PUBLIC

Thomas M A Castagna

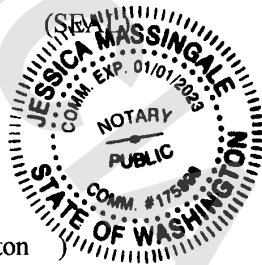
Print Name of Notary

My appointment expires: 11/30/2022

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Anne C. Winkles as the President of Skagit Land Trust, a Washington non-profit corporation, is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and on oath stated that he/she was duly authorized to executed this instrument, and that he/she executed the forgoing instrument as his/her free and voluntary act for the uses and purposes herein mentioned.

DATED this 21 day of Feb., 2019.



Jessica M. Massingale
Notary Public
Print name: Jessica Massingale
Residing at: Mt. Vernon, WA
My commission expires: Jan 1, 2023

State of Washington)
County of Skagit) ss

I certify that I know or have satisfactory evidence that John S. Murphy is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a partner of SAMISH FLOWER FARM, a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)
NOTARY PUBLIC

Print Name of Notary
My appointment expires: _____

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that Margaret L. Murphy is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a partner of SAMISH FLOWER FARM, a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/8/19

Virginia S. Voigt
 (Signature)

NOTARY PUBLIC
 VIRGINIA S. VOIGT

Print Name of Notary

My appointment expires: 6/1/21

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that Sarah E. Murphy is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as a partner of SAMISH FLOWER FARM, a Washington limited partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/5/19

Virginia S. Voigt
 (Signature)

NOTARY PUBLIC
 VIRGINIA S. VOIGT

Print Name of Notary

My appointment expires: 6/1/21

Exhibit "A"

Lots 1 and 2 of Skagit County Short Plat No. PL-18-0489, approved the 6th day of February, 2019 and recorded February 15th, 2019 under Skagit County Auditor's File No. 201902150064, being a portion of Government Lot 4, Section 36, Township 36 North, Range 2 East, W.M.

Subject to and Together with easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.