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Skagit County Auditor

**When Recorded Return To:**

Christopher M. Longman  
1204 Cleveland Ave  
Mount Vernon, WA 98273  
(360) 503-1048

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
RESERVATIONS FOR CHANNEL COVE**

**Reference Number of Document Affected: None**

Grantor: Home Trust of Skagit  
Grantee: Home Trust of Skagit; Southfield ("Channel Cove") Planned Unit  
Residential Development and Binding Site Plan  
Assessor's Tax Parcel ID#: 4128-006-010-0103 & 4128-006-010-0012  
Legal Description (abbreviated): **Ptn Lots 10-14, Blk 4; Lots 6-15, Blk 5; Lots 6-10, Blk 6,  
Syndicate Add. (Full description attached as Exhibit A)**

This Declaration of Covenants, Conditions, Restrictions, and Reservations for Channel Cove is made by Home Trust of Skagit ("Grantor"). Grantor hereby declares that the property described in **Exhibit A** is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens set forth in this Declaration.

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ARTICLE I - PRELIMINARY MATTERS, PURPOSE

1.1 Identification of Prior PURD Plat.

Reference to the “PURD Binding Site Plan”, “PURD of Southfield”, “PURD of Channel Cove”, or the “PURD” means the PURD plat recorded at Auditor's File No. 200907240089.

1.2 Purpose of Amendment.

This Declaration of Covenants is intended to facilitate the orderly development, protection, and management of the PURD. The Association desires to make management of the Community, and responsibility for the maintenance, repair, replacement, and insurance of the improvements therein subject to the Association's jurisdiction and more consistent with the mutual needs and expectations of its members. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument, shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Unit therein as a parcel of realty, and upon its Unit Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Units under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE II - DEFINITIONS

2.1. “Architectural Review Coordinator (‘ARC’) means the Board of Directors or two individuals appointed by the Board of Directors to coordinate compliance with the Design Guidelines of the Community.

2.2. “Assessment” means all sums chargeable by the Association against a Unit including, without limitation:, (a) Regular and Special Assessments for Common Expenses, charges, and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys’ fees, incurred by the Association in connection with the collection of a delinquent Unit Owner's account.

2.3. “Association” or “Owners Association” means the nonprofit corporation which has been or



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will be incorporated to manage the Common Areas of this PURD and enforce the provisions of the Governing Documents.

2.4. "Board of Directors" means the body with primary authority to manage the affairs of the Association, as provided in the Washington Homeowners Association Act, RCW 64.38. Limitations on the powers of the Board are specified in the Bylaws of the Association.

2.5. "Common Area" means those portions of the property for which the Association has responsibility for some maintenance and/or control under this Declaration. Common Areas are further defined and described in Article V hereof.

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

2.7. "Common Expense liability" means the liability for Common Expenses allocated to each Unit pursuant to Section 10.1.1 of this Declaration.

2.8. "Community" means all the Property within the PURD, along with all the improvements constructed therein and all other institutions and things serving the Units therein which are governed by the Association.

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

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

2.11. "Design Guidelines" means the standards developed by the Board of Directors pursuant to Article IX hereof.

2.12. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by Skagit County. The term also includes any amendments thereto approved by applicable governmental entities.

2.13. "Dwelling" means the principal housing structure constructed in accordance with standards developed by the Board of Directors pursuant to Article IX hereof.

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

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

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

2.17. "Unit" means a physical portion of the PURD designated for separate ownership, the boundaries of which are depicted on the PURD Binding Site Plan.

2.18. "Unit Owner" means a person or persons who own(s) a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

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

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



2.21. "Property" or "the Property" means all the real Property described as being contained within the PURD Binding Site Plan and all improvements, easements, rights and appurtenances associated therewith. The term, where appropriate, also includes all real property which may be acquired by the Association pursuant to ArRTICLE IX hereof.

2.22. "Purchaser" means any person who by means of a disposition acquires a legal or equitable interest in a Unit other than (a) a leasehold interest, including renewal options, of less than twenty years at the time of creation of the Unit, or (b) as security for an obligation.

2.23. "PURD" means the Planned Unit Residential Development identified as Channel Cove/Southfield in the Planned Unit Residential Development Binding Site Plan situated in La Conner, WA, and recorded with Skagit County as Auditor's file number 200907240089.

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

2.25. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the standards of the Community.

### ARTICLE III - DESCRIPTION OF LAND WITHIN THE COMMUNITY

The land on which the Units, Common Areas and other improvements of this PURD are located is situated in Skagit County, Washington, and is more particularly described on the PURD Binding Site Plan which property is legally described in Exhibit A and is incorporated by this reference as if said forth and full herein.

### ARTICLE IV - UNITS

#### 4.1. Number and Location.

The PURD contains fourteen (14) Units which are depicted on the PURD Binding Site Plan. The Units are accessed from public roads known as Park Street, Orchard Street, and Garden Street.

#### 4.2. Height Restrictions, Building Setbacks.

##### 4.2.1. Height Restrictions.

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

#### 4.3. Construction of Units.

##### 4.3.1. Design Guidelines.

Design shall be generally consistent with the theme of the Community, and as hereafter established by the Board of Directors. Each Dwelling shall have reasonably close access to private or shared parking as assigned by the HOA. Roofing materials, color and pitch shall be approved by the Board



of Directors. The Board of Directors shall have the authority to adopt more specific Design Guidelines and procedures to implement the basic theme contained herein, pursuant to Section 8.2 hereof.

4.3.2. Roofing.

Roofs may be constructed of architectural grade composition material, shake, or other materials approved by the Board. All roofing materials shall have a minimum 30-year rating.

4.3.3. Accessory Structures.

Accessory Structures shall not be constructed unless otherwise permitted by regulation issued by the HOA.

4.3.4. Driveways.

Common area driveways shall be constructed of crushed gravel, asphalt or concrete.

4.3.5. Fences.

Except for any fence installed by the Association, fences shall NOT be installed within the PURD, without the written approval of the Board of Directors. Fences are subject to the Design Guidelines of the Community.

4.3.6. Design Review.

To preserve a harmonious architectural and aesthetic appearance of the lands and improvements within the PURD, no new construction or improvements of any nature whatsoever shall be constructed or placed adjacent to any Unit until detailed plans depicting all such improvements have been reviewed and approved by the Board or its Architectural Review Coordinator ("ARC"). Two copies of such plans, specifications and related data must be submitted to the Board, along with a Design Review Fee; fees shall be fixed by the Board of Directors. The builder and/or Unit Owner are encouraged to submit plans to the ARC at the earliest possible date. The Design Review Fee may be adjusted by resolution of the Board of Directors to accommodate changes in municipal requirements, design variability and economic circumstances such as CPI indices.

4.3.7. Time for Approval-No Construction Prior to Approval.

The Board shall approve or disapprove plans, specifications and details within sixty (60) days of receipt thereof. If the Board fails to respond as outlined in Section 8.2.2, then the plans shall be deemed approved. No construction activity may commence prior to such approval.

4.3.8. Governmental Permits.

Approval by the Board of Directors shall not relieve a Unit Owner from the obligation to obtain any required governmental permits. The Board of Directors may require the Unit Owner to deliver all approvals and permits required by law to the Board of Directors, as appropriate, prior to the commencement of any construction requiring such approval or permit. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Unit or improvement located on any Unit requires execution by the Association, and provided consent has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an Officer, without incurring any liability on the part of the Board of Directors or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having a claim for personal injury or property damage arising therefrom.

4.3.9. Timing of Construction.



Any person obtaining approval of the Board of Directors as required by Section 8.2 hereof shall commence construction or alteration in accordance with plans and specifications approved within six months after the date of approval and shall substantially complete any construction or alteration within eighteen months after the date of approval, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the improvement is finished, the Unit and curtilage thereof has been cleaned of all construction debris, a certificate of occupancy has been obtained and all exterior decks, porches, patios, walkways and driveways are complete. Notwithstanding the foregoing, the Board of Directors' approval may provide for a different period during which to commence or complete construction. If any such person does not commence work within six months after approval, or such other time period determined by the ARC, then approval shall lapse.

4.3.10. No Deviation from Plans.

Any person obtaining approval of the Board of Directors shall not deviate materially from the approved plans and specifications without the prior written consent of the ARC. Such person shall notify the ARC when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the ARC to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person.

4.3.11. Certificate of Compliance.

Upon the completion of any construction or alterations in accordance with plans and specifications approved by the Board of Directors, the Board of Directors shall, at the request of the Unit Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the construction or alteration referenced in such certificate has been approved by the ARC and has been constructed or installed in compliance with the provisions of this Article. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the ARC or the quality or soundness of the construction, alterations or improvements. The ARC may impose a reasonable charge to cover the costs of preparation and inspection.

4.4. Landscaping Installation.

Each Unit Owner is responsible for landscaping the immediate curtilage of his/her Unit.

4.5. Wells and Septic Systems.

4.5.1. Wells.

Wells shall not be installed.

4.5.2. Septic Systems.

Septic systems shall not be installed.

4.6. Upkeep of Units.

Each Unit Owner shall, at his or her sole expense, have the right and the duty to keep the interior of their Unit and its improvements in good order, condition and repair and shall perform all Upkeep, decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Unit Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners.

With the exception of the landscaping of the immediate curtilage of each Unit, the Association





shall have the right and duty to keep the exterior of all Units and their improvements in good order, condition and repair and shall perform all Upkeep, decorating, landscaping, and painting at any time necessary to maintain their good appearance and condition.

4.7. Damaged Improvements.

If a building or other major improvement located Upon a Unit is damaged or destroyed, the Unit Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Board of Directors permits a longer time period, such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced because of factors beyond the control of the Unit Owner, provided that the Unit Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

ARTICLE V - COMMON AREAS

5.1. Common Areas.

The Common Areas of the PURD consist of areas depicted on the PURD Binding Site Plan described as being subject to easements for ingress, egress, and utilities. This includes all general/guest parking areas and open areas between Units. In addition, areas designed to provide vegetation buffers adjacent to roadways, common mailbox facilities and the like shall constitute Common Areas.

5.2. No Interference with Common Areas.

In general, the Common Areas are designed to be left in an undisturbed condition. No Unit Owner shall obstruct any of the Common Areas nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the board. Except as provided in Section 6.2.2 hereof, nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors.

5.3. Rights of City of LaConner.

5.3.2. Specific Rights.

City of LaConner shall have the easement rights granted in accordance with the PURD. The rights of the Association in the common areas are subject to the utility easement stated at page 3 of the PURD.

5.4. Right of Access.

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

ARTICLE VI - OWNERS ASSOCIATION

6.1. Name and Form of Association.

The Home Trust of Skagit, or their successor in interest, shall perform all duties of the Association



until and unless Home Trust of Skagit chooses, upon 60 days' notice to all Unit Owners, to initiate the formation of a separate entity to act as the Association.

Should this formation occur, the name of the new Association shall be the "Channel Cove Community Association." The Association shall be incorporated as a non-profit corporation under the laws of the State of Washington. The rights and duties of the members and of said corporation shall be governed by the provisions of the Homeowners Association Act, this Declaration of Covenants and the bylaws of the Association. The Association shall remain organized as a nonprofit corporation. In case of any conflict between Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act, and the Homeowners Association Act, Chapter 64.38 RCW, or the Bylaws, then the Homeowners Association Act shall control.

#### 6.2. Powers of Association.

The Association shall have, through its Board of Directors, all powers available to homeowners associations under the Homeowners Association Act, and such additional powers as may be prescribed in the Bylaws of the Association.

#### 6.3. Membership and Voting Rights.

The Unit Owner of each Unit shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Unit Owner's Unit. Membership and voting rights are further specified in the Articles of Incorporation and Bylaws of the Association. Each Unit is entitled to one vote in the Association. Voting rights may be further defined or limited by the Bylaws.

#### 6.4. Bylaws of Association.

Bylaws for the administration of the Association, and for other purposes not inconsistent with the Homeowners Association Act and this Declaration of Covenants shall be approved by the Board of Directors and any amendment by a majority of the Unit Owners of the Association.

### ARTICLE VII - MANAGEMENT OF ASSOCIATION

#### 7.1. Management in General.

After formation of the non-profit corporation, management of the Association shall be performed by the Board of Directors of the Association, pursuant to the provisions of the Association's Bylaws, which shall be consistent with the provisions of the Homeowners Association Act. Prior to formation of the non-profit corporation, the Home Trust of Skagit shall perform all management of the Association and the roles of the Board of Directors and the ARC.

#### 7.2. Professional Management.

Provisions for professional management of the Association may be provided for in the Bylaws.

#### 7.3. Authority of the Board.

##### 7.3.1. General Authority.

The Board, for the benefit of the Community and the Unit Owners, shall enforce the provisions of the Governing Documents and shall have all powers and authority granted to the Board or the Association under the Homeowners Association Act and this Declaration of Covenants which are not expressly subject to the approval of the Owners.

##### 7.3.2. Incurring and Payment of Common Expenses.



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

7.3.3. Acquisition of Property.

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

7.3.4. No Business Authority.

Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Unit Owners or any of them.

7.3.5. Board as Attorney in Fact.

Each Unit Owner, by the act of becoming an Unit Owner of a Unit, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas. Board members shall be elected by the Unit Owners pursuant to provisions of the Bylaws or, in the absence thereof, Washington State Law. The By laws contain certain limitations on the powers of the Board of Directors.

ARTICLE VIII - PERMITTED USES: ARCHITECTURAL UNIFORMITY

8.1. Permitted Uses.

8.1.1. Residential Use.

The Units in this PURD shall be used for permanent residential purposes only, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses normally incident to such purposes. The Board may also permit the use of all or part of a Unit for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic; noise or other disturbance to other lawful occupants of the Community. As a condition to consenting to such office use, the Board may require the Unit Owner to pay any increase in the rate of insurance for the Association which may result from such office use, and to provide proof of adequate personal/business liability insurance coverage.

No mobile homes or manufactured homes are permitted.

8.1.2. Commercial Use.

Other than the home business uses authorized in Section 8.1.1 hereof, there shall be no commercial uses permitted on the Property.

8.1.3. Temporary Structures.

No structure of a temporary character, and no trailer, shack, shed or other temporary accessory buildings shall be erected, used or maintained on any Unit except in connection with construction activities, and then only during such time periods for construction as provided in Section 4.3.9 hereof.



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8.1.4. Vehicle Parking and Use.

8.1.4.1. General Restrictions.

Vehicle parking is permitted on portions of the PURD which have been improved for such purposes. To preserve the value of the Units in this PURD and protect the safety of its occupants, no vehicle may be parked continuously on any private road or street for longer than 24 hours.

8.1.4.2. Oversized or Junk Vehicles.

Large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 12,000 lbs in gross vehicle weight), Junk vehicles (as defined in RCW 46.55.010), or any other type of vehicle or equipment which exceeds 30 feet in length may not be stored, kept, or maintained within the PURD unless approved in writing by the Board.

The Board may require removal of any such vehicle or equipment if not authorized by this Section; if it is not removed from the Property, the Board may cause its removal at the risk and expense of the Unit Owner thereof, under such reasonable procedures as maybe consistent with the provisions of RCW 46.55. Failure of a Unit Owner or other occupant to remove such a vehicle or equipment from the PURD may result in any or all the procedures and/or remedies available under the Governing Documents.

8.1.5. Interference with Association Personnel.

No person shall engage or direct any employee of the Association on any private business of the Unit Owner or otherwise direct, supervise or in any manner attempt to assert control over such employee during the hours such employee is employed by the Association.

8.1.6. Effect on Insurance.

Nothing shall be done or maintained in any Unit or in the Common Areas which will increase the rate of insurance on the Common Areas or Units without the prior written consent of the Board. No Unit Owner shall permit anything to be done or maintained in his or her Unit or in the Common Areas which will result in the cancellation of insurance on any Unit or any part of the Common Areas.

8.1.7. Surface Water Run-Off.

No Unit shall be improved or altered in such a way as to cause excess surface water run-off that may damage or inconvenience other Units or contiguous properties or the owners thereof.

8.1.8. Cuts and Fills -Slope Maintenance.

No cuts or fills on any Unit shall be made in such a way as to interfere with established slopes so as to damage any roadway or Common Areas, or so as to cause inconvenience to other Units or contiguous properties or the owners thereof.

8.1.9. Signs.

No sign of any kind, other than those described below, shall be displayed to the public view on or from any Unit or the Common Areas without the prior consent of the Board; provided that this section shall not be deemed to prohibit the Unit Owner of a Unit from displaying a sign for a period of time in which the Unit is for sale or rent. The Board may by resolution establish further policies regarding signs, to reflect the sentiments of the Community while giving due regard to traditional democratic rights of free speech, religion and expression of Persons owning or occupying Units in the Community. The Board's judgment in such matters shall be conclusive, except to the extent necessary to satisfy State or Federal law governing such matters. However, Unit Owners are free to display on their Unit signs no larger than 6 square feet for a period not to exceed ten (10) days at one time, and further not to exceed more than ten (10) collective



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days total during any given three (3) month period. Displaying; any sign that is less than 1 square foot shall be allowed, without restriction.

8.1.10. Animals.

The ownership and keeping of well-behaved animals which do not normally leave a Unit is permitted, subject to Rules and Regulations which may be adopted by the Board of Directors. Cattle, horses, llamas, alpacas, goats, pigs, sheep, chickens, and other animals shall not be maintained unless otherwise permitted by regulation issued by the HOA.

The owner of any animal maintained within the Community shall keep such animal properly attended and under such owner's control, and shall clean up after such animal and shall not permit unhealthy deposits of fecal matter, urinary residue or foodstuffs from or for such animal to accumulate anywhere on the Common Areas or the curtilage of any Unit.

All dogs must be on a leash at all times that they are not in their Unit Owner's Unit.

Any person who keeps, or maintains any animal upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the PURD.

The Board may at any time require the removal of any animal which it finds is or has become a nuisance or source of annoyance, and may exercise this authority for specific animals even though other animals are permitted to remain.

8.1.11. Dangerous, Offensive or Illegal Activity.

No noxious, offensive, excessively noisy or illegal activity shall be carried on in any Unit or Common Areas, nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Unit Owners. The use of fireworks within the PURD is prohibited. No hunting or trapping of game animals is allowed within the PURD. The discharge of firearms or missiles, including arrows and rockets, for sport or recreation with the PURD is strictly prohibited. "Firearm" is defined in accordance with RCW 9.41.019 as "a weapon or device from which a projectile or projectiles may be fired by an explosive such as gunpowder".

8.1.12. Noise.

No person shall cause or create any unreasonably loud noise anywhere within the PURD. Unless changed by rules and regulations, "quiet hours" shall exist between 10:00 p.m. and 8:00 a.m. on Sundays through Thursdays, and between Midnight and 8:00 a.m. on Fridays and Saturdays.

8.1.13. Compliance with Environmental Laws.

Use of the Units and Common Areas of this PURD may be subject to various Federal, State and local laws, regulations and guidelines now in effect and/or hereafter enacted, relating to or affecting the Property, concerning the impact on the environment of construction, land use, and the maintenance and operation of structures located thereon. No Unit Owner shall cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of the said laws, regulations or guidelines. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of their expense.

8.1.14. Hazardous Substances.

A person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such person. No person shall improperly store within or release from a Unit or into



the Common Areas any petroleum distillates, liquid or aromatic hydrocarbons, medical, wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Community or to the public health or safety, or the health or safety of any lawful occupants of the Community, any and all such substances being known herein as Hazardous Substances.

8.1.15. Mining.

No Unit or the curtilage thereof shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

8.1.16. Trash.

Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted within the PURD. Any such burning shall be conducted only in accordance with the terms of any governmental regulations or required permit. No incinerator shall be kept or maintained within or adjacent to any Unit.

8.1.17. Trash and Recycling Facilities.

Trash and recycling containers shall be maintained so as to be not visible from the roadway, except on scheduled collection days. Trash containers are subject to further regulation by the Board of Directors.

8.1.18. Landscaping; Utility Lines.

The HOA shall be responsible for general maintenance of the common areas including mowing, leaf and debris removal, planting, and necessary upkeep of shared facilities and lighting fixtures.

No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on any private roadways maintained by the Association. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon the curtilage of any Unit: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, power line, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Unit above the surface of the ground.

8.1.19. Open Fires.

Open burning is not permitted within the PURD. Outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes and only if operated by the Unit Owner within a reasonable distance from the Unit Owner's Unit.

8.1.20. Lighting.

No exterior lighting shall be directed outside the boundaries of a Unit. No motion-detector safety lighting is permitted within 50 feet from any roadway or within 20 feet of an adjacent Unit. Motion-detector safety lighting may not be installed on or near any wall, deck, patio, or driveway that is shared with another Unit. The HOA may provide for exceptions to this rule based on a health and safety standard.

8.1.21. Clotheslines.



Clotheslines or equipment intended to facilitate the drying or cleaning of any clothing or fabrics may not be installed within the PURD. Clothing or fabrics may not be dried by hanging them on any external portion of any Unit or curtilage thereof, including any patio or deck.

8.1.22. Television and Radio Antennas, Dishes.

Per published regulations of the Federal Communications Commission, Satellite TV antennas/dishes 1 meter or less (approximately 36") in diameter may be installed upon any Unit. Larger satellite dishes and other types of reception or transmission antennas may not be installed upon any Unit. Ham radio and "citizens band" antennas may not be used or installed. No reception or transmission devices, including ground-mounted Satellite TV antennas/dishes, may be located within the Common Areas unless expressly permitted by the Board of Directors.

8.1.23. Construction Activities.

This Section shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration of Covenants; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration of Covenants. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Governing Documents or the Rules and Regulations,

8.1.25. Lease Restrictions.

With the exception of an institutional lender in possession of a Unit following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, or a pre-closing or post-closing occupancy arrangement incident to a *bona fide* sale of a Unit; no Unit Owner shall be permitted to lease all or any portion of a Unit. Any lease agreement shall be required and deemed to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration of Covenants, the Bylaws and Rules and Regulations, and that any failure by the Lessee to comply with such provisions shall be a default under the lease, entitling the Association to enforce such provisions as a real party in interest. All leases shall be in writing. A lease, as defined herein, shall include month-to-month rentals. Any tenant or subtenant of any portion of a Unit shall be deemed to have assumed all the responsibilities of a Unit Owner under this Section of the Declaration of Covenants.

8.1.26. Assignment or Subletting.

The assignment or subleasing of a Unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. A Unit Owner or tenant may not exempt himself or herself from any liability under this Declaration of Covenants or the Bylaws or Rules and Regulations by assigning or subleasing the occupancy rights to his or her Unit.

8.2. Architectural Control.

8.2.1. General Authority of Board of Directors.

To assure the health, safety and enjoyment of persons lawfully using any portion of this PURD, and to promote visual harmony within the Community, the Association, through its Board of Directors or its Architectural Review Coordinator, shall have the power and the duty to enforce architectural control over the Units constructed within the Community, in the manner hereafter provided. The Board of Directors shall regulate the external design, signage, appearance, use and maintenance of the Property in accordance with the provisions of the Declaration of Covenants. No construction within the PURD may occur absent the approval of the Board of Directors.



The Board of Directors may from time to time establish requirements regarding the form and content of plans and specifications to be submitted for approval. The Board of Directors shall have the power to impose reasonable application fees and charges for the costs of reports, analyses or changes proposed by a Unit Owner. Such fees shall be specially assessed against the Unit Owner.

The Board of Directors may adopt Design Guidelines to provide guidance to Unit Owners and their contractors and design professionals in tailoring construction of improvements to the overall appearance of the Community. Design Guidelines approved by the Board of Directors shall be enforceable as if set forth herein in full. The Board of Directors may delegate review and enforcement procedures to the ARC.

8.2.2. Time for Response: Variances.

The ARC shall act on all matters properly before it within sixty days after submission of a complete application, in such form as may be prescribed by the Board of Directors. Should the ARC fail to timely rule on the application, then the Unit Owner may give written notice of demand for a ruling from the ARC. Upon delivery of such notice to the ARC render their ruling within seven days. Failure to do so within the stipulated time shall constitute consent by the Board to the proposed structure. The Board of Directors shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Unit Owner, but describing the variance and the reasons therefor in a written instrument which shall be part of the records of the Association. Upon such written approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed to comply.

8.2.3. No Liability for Architectural Review.

Neither the Board of Directors nor its ARC shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration.

ARTICLE IX - ASSESSMENTS AND LIENS FOR COMMON EXPENSES

9.1. Assessments for Common Expenses.

9.1.1. Liability of Units.

The total amount of the estimated funds required to pay the Common Expenses of the Association set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed equally against the Units in the manner prescribed in the Bylaws.

9.1.2. Limited Common Assessments.

(1) To the extent that any Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may, subject to the provisions of the Bylaws, levy a Limited Common Assessment for that expense against the Unit Owner's Unit. In addition and without limitation, the liability of a Unit Owner to pay for expenses associated with any costs, fees, charges, insurance deductibles or fines imposed or incurred by the Association associated with the Unit, along with any costs and/or attorney's fees recoverable under the Governing Documents, and interest on any delinquent account shall be deemed a Limited Common Assessment which, unless otherwise directed by the Board, shall be due and payable within thirty (30) days following their imposition.

(2) Any portions of the Common Expenses which vary among the Units based upon the size of the Unit, the usage of services or facilities, or other factors which justify differential assessment rates, may be assessed differentially among the Units.





9.1.3. Timing of Payments.

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

9.1.4. Unit Owners Personally Liable for Common Expenses.

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

9.2. Liability following Conveyance of Unit.

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

9.3. Statement of Unpaid Assessments.

The Association, upon written request, shall furnish to a Unit Owner or a mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit.

9.4. Lien for Assessments.

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

9.5. Perfection of Lien.

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

9.6. Priority of Lien.



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

9.7. Enforcement of Lien.

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

9.8. Limitation of Lien Enforcement.

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

9.9. Rent Subject to Lien for Assessments.

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

9.10. Remedies Cumulative.

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

ARTICLE X - INSURANCE MATTERS

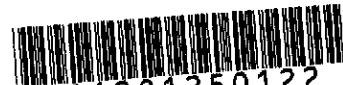
10.1. Authority, Name of Insured.

The Board of Directors may obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board of Directors.

10.2. Deductible.

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

ARTICLE XI - CONDEMNATION



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In the event that any Common Area of the PURD becomes subject to condemnation proceedings, the Association shall be a necessary party to such proceedings.

#### ARTICLE XII - COMPLIANCE WITH LAW AND COVENANTS

##### 12.1. Compliance by Unit Owners and Occupants.

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

##### 12.2. Enforcement by Association.

The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in the Governing Documents. Without limiting the authority and powers conferred upon the Board by the Homeowners Association Act, the Board shall have the rights and powers described and limited in the Bylaws.

#### ARTICLE XIII - LIMITATION OF LIABILITY

##### 13.1. No Liability for Equipment Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article XI, neither the Association nor the Board nor the Declarant shall be liable for any failure of any equipment or services obtained by the Board, or for injury or damage to person or property caused by the elements, or for inconvenience or discomfort resulting from any action taken) to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of liability for Common Expense Assessments shall be claimed or allowed for any such injury or damage, or for such inconvenience or discomfort.

##### 13.2. No Bailment.

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

#### ARTICLE XIV - MORTGAGEE PROTECTION

Any representative of a Mortgagee or the institutional insurer of any mortgage may address any meeting which a Unit Owner may attend.

#### ARTICLE XVI - EASEMENTS

##### 14.1. Easements for Units and Unit Owners.

###### 14.1.1. In General.



Each Unit has an easement in and through each other Unit and the Common Areas for utilities and for lateral and/or subjacent support.

14.1.2. Specific Easements Shown on PURD Binding Site Plan.

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

14.2. Easement for Association Functions.

There is hereby granted and reserved to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents. Without limitation, such easements include those necessary for the Association to perform Upkeep to entry monuments, landscaping, and fencing.

14.3. Easement for Utilities.

Non-exclusive perpetual easements have been granted over and through those portions of the Property designated on the PURD Binding Site Plan for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easements are hereby confirmed with respect to any person installing or providing upkeep for such utilities.

14.4. Easement for Emergency Access.

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

14.5. Easements for Construction

With written permission by the Home Trust of Skagit, non-exclusive easements have been granted over and through all common areas of the PURD for ingress, egress, construction, and upkeep of any future units or structures; such easements are hereby confirmed with respect to any person installing fixtures or providing services for such construction. These easements include reasonable temporary storage for construction materials and structures and equipment related to such construction, so long as they do not impede the use or enjoyment of any other Unit within the PURD, or negatively impact the reasonable ingress or egress of any Unit Owner.

ARTICLE XV - AMENDMENT OF DECLARATION OF COVENANTS

15.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration of Covenants, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Unit Owners. Amendments may be adopted only at a meeting of the Unit Owners if at least sixty-seven percent (67%) of the votes in the Association are cast for such amendment, or without any meeting if all Unit Owners have been duly notified and Unit Owners holding at least sixty-seven percent (67%) of the votes in the Association consent in writing to such amendment. In all cases, the amendment when adopted shall bear the acknowledged signature of the



President of the Association, who shall certify that the amendment was properly adopted.

15.2. Recordation Required.

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

ARTICLE XVI - MISCELLANEOUS

16.1 Notices for All Purposes, Delivery.

16.1.1 In General.

Any notice permitted or required to be delivered under the provisions of the Declaration of Covenants or the Bylaws may be delivered either personally or by mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board in writing, or to the most recent address known to the Board. Notice to the Unit Owner of any Unit shall be sufficient if mailed to his or her Unit if no other mailing address has been given to the Board. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Association shall be given to the President or Secretary of the Association, or to its Registered Agent.

16.1.2 New Unit Owner Obligations.

New Unit Owners must supply their names and addresses, along with the names and addresses of their respective Mortgagees, to the Secretary of the Association promptly after conveyance.

16.2. Severability.

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

16.3. Effective Date.

This Declaration of Covenants shall take effect upon recording.

ARTICLE XVII – INCOME REQUIREMENTS

This PURD is developed and operated with the purpose of providing affordable housing to residents of Skagit County who qualify as “low income” per the definition adopted by the United States Department of Housing and Urban Development. Any prospective Unit Owner must first verify with the Home Trust of Skagit that they meet the income requirements for ownership of a Unit within the PURD.

The sale of any Unit shall not be completed without verification of the prospective Unit Owner’s income status by the Home Trust of Skagit and the Association. Any Unit Owner who wishes to sell, transfer or convey his or her Unit must notify the Home Trust of Skagit in writing. Within 60 days or receipt of such writing, the Home Trust of Skagit shall respond with a list of prospective buyers that have been pre-screened to meet the income requirements of the PURD. The Unit Owner may only sell, transfer, or convey his or her unit to a purchaser which is included on this list.



ARTICLE XVIII – REFERENCE

This Declaration does not amend Covenants recorded under Skagit County Auditor's file number 200612290120, and this Declaration shall be read together and in conjunction with such Covenants.

IN WITNESS WHEREOF, Home Trust of Skagit executed this Amended and Restated Covenant Agreement on the 23 day of JANUARY, 2014

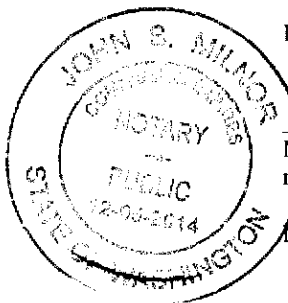
WITNESS:

Home Trust of Skagit,  
A Washington non-profit corporation

By: [Signature]  
Print Name: David G. Malsed  
Title: Executive Director

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Dave Malsed 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 the Executive Director of Home Trust of Skagit, a Washington non-profit corporation, to be the free and voluntary act and deed of such non-profit corporation for the uses and purposes mentioned in the instrument.



Date: January 23, 2014  
John S. Milnor  
Notary Public in and for the State of Washington,  
residing at Mount Vernon  
My commission expires 12/5/2014  
John S. Milnor  
Print Name



## EXHIBIT A

### DESCRIPTION:

#### PARCEL "A":

Lots 6 through 15, inclusive, Block 5, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.", as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Situate in the Town of LaConner, County of Skagit, State of Washington.

#### PARCEL "B":

Lots 6 to 10, inclusive, Block 6, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.", as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Situate in the Town of LaConner, County of Skagit, State of Washington.

#### PARCEL "C":

A tract of land described as follows:

Beginning at the Northeast corner of Block 4, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.", as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington;  
thence Westerly along the Northerly line of said Block, 205 feet;  
thence Southerly to a point on the South line of said Block 4, which is 103 feet West from the Southeast corner of said Block;  
thence Easterly 103 feet to the Southeast corner of said Block 4;  
thence Northerly along the East line of said Block 4 to the point of beginning, the said description including all of Lots 12 and 13 and parts of Lots 10, 11, 14 and 15, all in Block 4, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH."

Situate in the Town of LaConner, County of Skagit, State of Washington.

#### PARCEL "D":

That portion of Orchard Street bounded on the North by Lot Nos. 6 through 10, Block 6, "SYNDICATE ADDITION TO LA CONNER", on the East by the Westerly right-of-way of Park Street; on the South by Lot Nos. 11 through 15, Block 5, "SYNDICATE ADDITION TO LA CONNER"; on the West by a line drawn between the Westerly line of Lot 6, Block 6 and the Westerly line of Lot 15, Block 5.

That portion of Garden Street bounded on the North by Lot Nos. 6 through 10, Block 5, "SYNDICATE ADDITION TO LA CONNER"; on the East by the Westerly right-of-way of Park Street; on the South by the Easterly 40.4 feet of Lot No. 10 and Lots 11 through 13, Block 4, "SYNDICATE ADDITION TO LA CONNER"; on the West by a line drawn between a point which is 205 feet East of the Northeasterly point of Block 4 and a point which is 205 feet east of the Southeasterly point of Block 5.

Situate in the Town of LaConner, County of Skagit, State of Washington.

