



ISLAND COUNTY AUDITOR

AND

4083659

Page: 1 of 19

11/20/2003 01:47P

AFTER RECORDING MAIL TO:

JAMES L. KOTSCHWAR
Attorney at Law
265 NE Kettle Street
Post Office Box 1593
Oak Harbor, Washington 98277

Document Title(s):

DECLARATION OF AMENDED COVENANTS CONDITIONS
AND RESTRICTIONS FOR SPAHR VUE, DIVISION NO. 1
RE-RECORD OF AUDITOR'S NO. 4083621

Grantors:

BRETT E. WILHELM, JANICE W. WILHELM, WALTER EYER, ET AL

Grantee:

SPAHR VUE DIVISION NO. 1

Legal Description:

SPAHR VUE DIVISION NO. 1, LOTS 1 THROUGH 25, VOLUME 11,
PAGE 34 OF PLATS
(PARCEL NOS. S8195-00-00001-0 THROUGH S8195-00-00025-0)

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

COV2:S



ISLAND COUNTY AUDITOR

AMD

4083521

Page: 2 of 19

11/20/2003 01:47P

After Recording Return To:

James L. Kotschwar
Attorney at Law
PO Box 1593
Oak Harbor, WA 98277

**DECLARATION OF AMENDED COVENANTS
CONDITIONS AND RESTRICTIONS
FOR SPAHR VUE, DIVISION NO. 1**

THIS DECLARATION is made on the date hereinafter set forth by the undersigned Declarants who are the owners of lots, which are within Spahr Vue, Division No. 1, as recorded in volume 11, page 34 of plats, records of Island County, Washington (referred to hereinafter as the "Property"), and is a re-recording of the document recorded November 19, 2003, as Auditor's No. 4083521, and is re-recorded to add a clause to this page 1 that was inadvertently omitted, with no additional changes to the terms of this document.

Declarants hereby declare that all of the said lots shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, charges, and liens (hereinafter collectively referred to as "Covenants"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of each and all of the lots. The Covenants shall run with and burden the lots and shall be binding upon any party having or acquiring any right, title, or interest in such lot or any part thereof and shall inure to the benefit of each owner thereof.

These Covenants shall be deemed to replace in full the Restrictive Covenants for Spahr Vue, Division No. 1, recorded November 9, 1970, as Auditor's No. 235875, those recorded March 27, 2002, as Auditor's No. 4015135, and those recorded November 19, 2003, as Auditor's No. 4083521, which before this affected the referenced Plat of Spahr Vue, Division No. 1, and which documents shall, from the date of recording these Covenants with the Auditor of Island County, Washington, be deemed to have been completely replaced by this Declaration of Amended Covenants, Conditions and Restrictions, and the previously recorded document shall be considered to have no further effect.

**ARTICLE 1
DEFINITIONS**

1.1. "Association" shall mean and refer to the Spahr Vue Water Association, a nonprofit corporation organized under the laws of the State of Washington, its successors and assigns. The Association was established to own, operate and manage the Spahr Vue Water System on behalf of its members and other lot owners with recorded rights to water from the system. The purpose of the Association was subsequently amended to additionally provide for maintenance of the common areas and to protect real property values within the Property.



- 1.2. "Declarants" shall mean the undersigned owners of the lots identified below with the signature of the undersigned.
- 1.3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, and any contract purchasers thereof, excluding any party having an interest merely as security for performance of an obligation and excluding contract sellers, unless or until such party takes possession of any such lot. "Owner" shall also include any person or persons or entities holding a leasehold interest in any lot for purposes of complying with the restrictions and covenants contained herein.
- 1.4. "Properties" and "Property" shall mean and refer to all that certain real property located within the Spahr Vue, Division No. 1 plat, and such additions thereto as may be brought within the jurisdiction of the Association.
- 1.5. "Common Area" shall mean that real property owned, or later acquired by the Association, if any, for the common use and enjoyment of the owners.
- 1.6. "Lot" shall mean and refer to any plot of land shown upon the recorded plat of Spahr Vue, Division No. 1 recorded with the Island County Auditor, and any additions thereto as may hereinafter be brought within the jurisdiction of the Association.
- 1.7. "Member" shall mean any person or entity holding membership in the Association.
- 1.8. "Dwelling" shall mean a structure or improvement constructed on a Lot for the purpose of residential occupancy.

ARTICLE 2 RESTRICTIONS ON USE OF PROPERTY

- 2.1. Buildings. Except as provided in sub-sections 2.1.4 and 2.1.5 or unless otherwise approved in advance in writing by the Association, which approval may be granted, conditioned or withheld in the sole and absolute discretion of the Association, **no** building, house trailer, motor home, commercial vehicle, construction equipment, camper, mobile home, trailer, boat or similar personal property shall be erected, altered, placed, or permitted to remain on any of the Lots other than:
- a. One (1) detached single-family Dwelling with a total living area of not less than 1,400 square feet if a one-story structure, or a total living area of not less than 1,800 square feet if a multi-story structure, exclusive of garages, outbuildings and other appurtenances per Lot, provided that prefabricated residential Dwellings, including manufactured homes, mobile homes, modular homes or relocated homes shall not be permitted;
 - b. any sewage disposal appurtenances required by Island County;
 - c. one private garage;
 - d. one accessory building;
 - e. a second garage or second accessory building may be constructed provided that the total area of an individual Owner's Lot or contiguous Lots is not less than six-tenths (6/10ths) of an acre.
- 2.1.1. No accessory building shall be located less than twenty-five (25) feet from any Dwelling other than the Owner's.



2.1.2. No building shall be located on any lot nearer to the front Lot line than 30 feet and no building shall be located nearer than 8 feet to an interior Lot line. For the purpose of these covenants, eaves, steps, open porches, carports or garages shall be considered as a part of the building. The front Lot line shall be the easterly boundary for Lots 1 through 5, the westerly boundary for Lots 6 through 8 and 23 through 25, the southerly boundary for Lots 9 through 15, and the northerly boundary for Lots 16 through 22.

2.1.3. No industrial and/or commercial uses or activities requiring a variance as to applicable governmental ordinances and regulations shall be permitted or conducted on or within any Lot.

2.1.4. Except for the temporary use of camping trailers, motor homes or tents that may be occupied within an Owner's Lot for periods of time not exceeding four weeks per calendar year, no trailer, motor home, tent, shack, garage, barn, outbuilding or any other similar shelter shall be used on any Lot at any time as a residence, either temporarily or permanently.

2.1.5. Except when temporarily permitted as specified in sub-section 2.1.4 or when either housed within an enclosed garage or reasonably screened from view from streets and surrounding residences, then at no other time shall an Owner keep or permit to be kept on any Lot any house trailer, motor home, commercial vehicle, construction equipment, camper, mobile home, trailer, boat or any similar personal property.

2.2. Derogation of Laws. No Owner shall carry on any activity of any nature whatsoever upon any Lot or Common Area that is in derogation or violation of the laws or statutes of the State of Washington, Island County, or other applicable governmental body.

2.3. Construction. All structures shall be of new construction (except used brick, siding, or similar decorative materials may be used), and construction thereon shall not be commenced until a building permit from the appropriate public agency is obtained.

2.4. Time to Complete Construction and Landscaping. All buildings and structures shall be completed in external appearance, including finishing, painting, or staining, within one year from the date of commencement of construction period. Landscaping visible from streets and surrounding residences shall be completed within six months of the date of completing an Owner's Dwelling.

2.5. Garbage. No garbage, refuse, or rubbish shall be deposited or kept on any Lot, except in suitable covered containers which shall be secured, fastened, and protected from animals and reasonably screened or obscured from the view of the public and neighboring Lots. The Owner shall cause all such garbage, refuse, or rubbish to be regularly hauled to a legal disposal site, not within the Property.

2.6. Debris. All improved Lots shall be maintained in a reasonably presentable condition. Debris or other waste material ("Debris") shall be removed or controlled on all Lots, whether vacant or improved. If any Owner does not remove or control Debris within thirty (30) days after written notice to such Owner from the Association, the Association shall have the right to enter onto the Lot or Lots and remove or control the Debris. The Association's cost of such removal or control shall be charged to the Owner and shall be a continuing lien upon the Lot or Lots as well as a personal obligation of the Owner.



2.7. Commercial Uses. No goods, equipment, trucks, vehicles or paraphernalia as commonly used or designated for use in connection with any business, service or trade shall be kept or stored in the open on any residential Lot or street. Unless otherwise approved in advance in writing by the Association, no residential Lot or building shall be used for commercial lodging or other business or commercial activity, provided however, the exclusive personal use of a private office within a residence by its Owner shall not be considered such a business or commercial activity. It is not the intent of these Covenants to prohibit home-based or cottage businesses within the Property, but rather to prevent uses that impact the right of other Owners to quiet enjoyment of their Lots.

2.8. Animals. Unless otherwise approved in advance in writing by the Association, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or raised for commercial, business, or trade purposes. The Owners of the permitted animals shall provide reasonably appropriate and adequate fencing and shelters for such animals.

2.9. Nuisance. No noxious or offensive activity shall be carried on or tolerated upon any Lot or Common Area, nor shall anything be done or tolerated thereon which is or may become an annoyance or nuisance to other Lot Owners, including unreasonable accumulation of debris, inoperative vehicles, and other waste materials, and also including activities creating unreasonable levels of noise, at times of day or at decibel levels likely to become an annoyance or nuisance to other Lot Owners. Further, grasses, weeds, and brush shall be kept from becoming unsightly on each of the improved Lots. In the event of noncompliance by any Owner, guest, tenant, or occupant with these provisions concerning nuisance, the President and any other officer of the Association may contract for any reasonably necessary grass, weed, or brush cutting and/or the removal thereof and the removal of other unsightly debris. The Owner of the Lot on which such activities occurred or the Member of the Association responsible for such activities shall pay all fees and costs incurred by the Association in enforcing these provisions and/or obtaining any court order or cleanup of any Lot.

2.10. Noisy Vehicles. Use of non-muffled engines, motorcycles, all-terrain vehicles, trail bikes, or similar vehicles, is prohibited within the Property whether licensed or unlicensed.

2.11. Antennae. No radio or television antennae or transmitters shall exceed ten (10) feet above the roof ridge line of a Dwelling, and no separate towers over ten (10) feet in height or support posts over ten (10) feet in height for such antennae or transmitters shall be permitted.

ARTICLE 3 THE ASSOCIATION

3.1. Membership. Every Owner of a Lot located within the Plat of Spahr Vue, Division No. 1, and such other properties as may be brought within the jurisdiction of the Association, shall be a Member of the Spahr Vue Water Association, and shall be subject to its Articles of Incorporation and Bylaws, as originally constituted or amended thereafter. Reference to the Articles of Incorporation and Bylaws currently in effect is hereby made for full particulars as to all Association matters including, but not limited to, membership, voting rights, directors, officers, dues and assessments.

3.2. Water System. Each Lot Owner will own the water system jointly and severally with every other member of the Association, in undivided equal shares. However, the water system shall be under the sole control of the Association. Lot Owners connected to water service will share the maintenance and operating costs equally, through the Association.



ARTICLE 4 DUES, ASSESSMENTS, AND LIENS

4.1. Purpose of Assessments. The assessments levied by the Association, in accordance with its Articles of Incorporation and Bylaws, and in accordance with other applicable instruments, shall be used to maintain, acquire, and improve the community water system and Common Areas.

4.2. Duration of Lien and Personal Obligation of Assessment. After the recording of this Declaration, each and every Owner of any lot by acceptance of a deed therefor, or execution of a contract to purchase, or a lease agreement, or like document relating to a Lot within the Property, whether or not it shall be so expressed in such document, is deemed to covenant and agree to pay to the Association all assessments, together with interest, and any costs and reasonable attorney's fees which may be a charge upon such Lot, as fully set forth in the Articles of Incorporation, Bylaws, and minutes of the Association. Each assessment, together with interest, and any costs and attorney's fees which are incurred while collecting said assessments, shall be a continuing lien against the Lot assessed and shall also be the personal obligation of the person who is the Owner of such Lot at the time of assessment.

ARTICLE 5 UTILITY EASEMENTS

5.1. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved over an 2-1/2 foot wide strip along each side of interior Lot lines and over the rear five feet of each Lot, except the westerly boundary of Lots 1 through 5.

5.2. Confirmation of Rights. Declarants grant and declare that the easements affecting the lots within the Spahr Vue, Division No. 1 plat which, previous to this Declaration, have been established as utility easements shall be considered to run in favor of any utility district and utility company, public or private, including, without limitation, such public utility providers as Puget Sound Energy, Verizon Telephone Company, Whidbey Telephone Company, and their respective successors and assigns, providing them with the right to install, lay, construct, renew, operate, and maintain conduits, cables, and wires with the necessary facilities and other equipment for the purpose of providing the Lots within the Property with electric and telephone service together with the right to enter said easements for the maintenance thereof.

ARTICLE 6 GENERAL PROVISIONS

6.1. Enforcement. The Association pursuant to its bylaws, and/or any Member of the Association subject to this Declaration, shall have the right to enforce any proceeding at law and/or in equity all covenants now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.2. Interpretation. In the event of any question or dispute regarding this Declaration of Covenants, the laws of the State of Washington shall be applied for purposes of interpretation and enforcement.

6.3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other covenants that shall remain in full force and effect.



6.4. Amendment. The Covenants of this Declaration shall run with the land for an indefinite term. This Declaration may be repealed or amended by a written instrument signed, with signatures acknowledged by a public notary, by not less than two-thirds of the Owners of Lots in the Property who are present or vote by proxy at the annual meeting or a special meeting of the Association called to consider such an amendment with the Owners of the Lots having one vote per each Lot owned. Written notice that repeal or amendment of any of the provisions herein is to be considered at any such meeting must be provided to the Members of the Association by certified mail at least thirty (30) calendar days prior to that meeting. Any such repeal or amendment of this Declaration must be recorded with the office of the Auditor of Island County to be considered effective.

6.5. Attorney's Fees. In the event that the Association and/or any Member of the Association shall bring any suit or action to enforce any provision contained in this Declaration or to collect any money owing hereunder or to foreclose a lien, the non-prevailing party in such suit or action shall pay to the prevailing party, all costs, expenses, and attorney's fees that said prevailing party shall incur in connection with such suit or action, and any appeal thereof.

6.6. Number. Use of the singular herein shall include reference to the plural, and vice versa, and use of the masculine gender shall include reference to the feminine.

6.7. No Liability. The officers of the Association shall have no personal liability for any action or decision of the Association taken or made in good faith. By acceptance of a deed or execution of a contract to purchase, a lease agreement, or like document for any Lot, the Owner or the party in interest with respect to that Lot agrees and covenants not to maintain any action against the Association, or any officer of the Association, which seeks to hold the Association or such officer personally responsible or individually liable for damages relating to or caused by any action or decision of the Association.

ARTICLE 7 REPEAL OF EXISTING RESTRICTIVE COVENANTS

The undersigned Declarants, acting pursuant to Article No. 6.4 of the Declaration of Amended Covenants, Conditions and Restrictions (Auditor's No. 4015135), in effect at the time of this action, being two-thirds or more of the Owners of Lots in the Property who are present or vote by proxy at the annual meeting or a special meeting of the Association called to consider an amendment, do hereby expressly repeal the restrictive covenants contained in the instruments referred to on page number 1 of this Declaration, with the full understanding that such covenants, terms, and conditions will from the date of the recording of this Declaration no longer have any force or effect and, further, from such date, such restrictive covenants will be replaced in full by the covenants contained in this Declaration.



ISLAND COUNTY AUDITOR

AND

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 16th
day of May, 2003.

DECLARANTS:

Brett E. Wilhelm

Janice W. Wilhelm

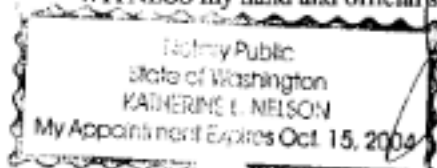
As Owner(s) of Lot 1 & PTN Lot 2

As Owner(s) of Lot 1

STATE OF Washington)
County of Island) ss.

On this 16th day of May, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Brett E. Wilhelm & Janice W. Wilhelm, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Katherine L. Nelson
Notary Public in and for the State of WA,
residing at Clinton
My commission expires 10-15-04

STATE OF _____)
County of _____) ss.

On this _____ day of _____, A.D. 200____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of _____,
residing at _____
My commission expires _____



ISLAND COUNTY AUDITOR

APD

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 20th day of May, 2003.

DECLARANTS:

Walter W. Eyer

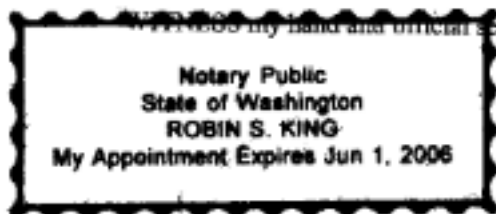
Theresa Eyer

As Owner(s) of Lot 3 (Ptn) + Ptn Lot 2
+ Ptn Lot 4

As Owner(s) of Lot 3

STATE OF Washington)
County of Island) ss.

On this 20 day of May, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Walter W. & Theresa Eyer, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Robin S. King
Robin S. King
Notary Public in and for the State of WA,
residing at Greenbush,
My commission expires 6-1-2006.

STATE OF _____)
County of _____) ss.

On this _____ day of _____, A.D. 200____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of _____,
residing at _____,
My commission expires _____



ISLAND COUNTY AUDITOR

AMD

4083659

Page: 10 of 19

11/20/2003 01:47P

4083521

Page: 12 of 19

11/19/2003 02:49P

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 13th
day of June, 2003.

DECLARANTS:

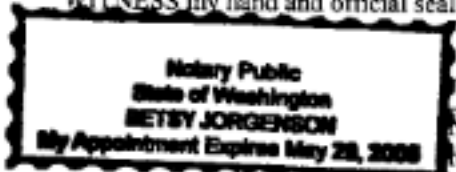
Bartholomew G. Mendonca
BARTHOLOMEW G. MENDONCA
As Owner(s) of Lot 5 & Ptn Lot 4

Sheila L. Belanger
Sheila L. Belanger
As Owner(s) of Lot 5

STATE OF Washington)
County of Whatcom) ss.

On this 13th day of June, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Sheila Belanger, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

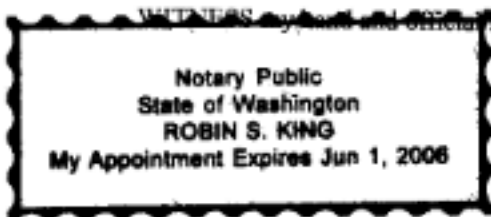


Betsy Jorgenson
Notary Public in and for the State of WA,
residing at Bellingham,
My commission expires May 29th 2005.

STATE OF Washington)
County of Island) ss.

On this 16th day of July, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Bartholomew G. Mendonca, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Robin S. King
Notary Public in and for the State of Wash.,
residing at Greenbank,
My commission expires 6-1-2006.



4083659

Page: 11 of 19
11/20/2003 01:47P

4083521

Page: 11 of 19
11/19/2003 02:49P

ISLAND COUNTY AUDITOR

RMD

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 19th
day of May, 2003.

DECLARANTS:

Jerald A. Kelting

As Owner(s) of Lot 6

Ferry L. Kelting

As Owner(s) of Lot 6

STATE OF Washington)
) ss.
 County of Snohomish)

On this 19 day of May, A.D. 2003, before me, the undersigned, a Notary Public in
 and for the State of Washington, duly commissioned and sworn personally appeared
Jerald A. Kelting or Ferry L. Kelting, to me known to be the individuals described in
 and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said
 instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Leslie Mansell
 Notary Public in and for the State of Wash
 residing at Mill Creek
 My commission expires 7-18-03

STATE OF _____)
) ss.
 County of _____)

On this _____ day of _____, A.D. 200__, before me, the undersigned, a Notary Public in
 and for the State of _____, duly commissioned and sworn personally appeared
 _____, to me known to be the individuals described in
 and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said
 instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

 Notary Public in and for the State of _____,
 residing at _____
 My commission expires _____



ISLAND COUNTY AUDITOR

AMD

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 3rd day of July, 2003.

DECLARANTS:

Michael L. Cash

As Owner(s) of Lot 8

[Signature]

As Owner(s) of Lot 8

STATE OF Washington)
County of Island) ss.

On this 3rd day of July, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael L. Cash, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.



and official seal hereto affixed the day and year in this certificate above written.

Kent L. Turner
Kent L. Turner
Notary Public in and for the State of Washington
residing at Greenbank
My commission expires April 16, 2007

STATE OF WASHINGTON)
County of KING) ss.

On this 1st day of JULY, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn personally appeared HEIDI M. CASH, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Ann R. Menzel
ANN R. MENZEL
Notary Public in and for the State of WASHINGTON
residing at Seattle
My commission expires JAN 13, 2006



4083659

Page: 13 of 19

f 19

11/20/2003 01:47P

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ISLAND COUNTY AUDITOR

AMD

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 22nd day of May, 2003 2454

2003 2454
2003 2454

DECLARANTS:

STEVE GROGAN
S Grogan
As Owner(s) of Lot 11 + Lot 12
(combined)

Leslie C. Grogan
Leslie C. Grogan
As Owner(s) of Lot 11 + Lot 12
(combined)

STATE OF ALASKA)
) ss.
County of NA)

On this 22 day of May, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn personally appeared Leslie and Stephen Grogan, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.



My hand and official seal hereto affixed the day and year in this certificate above written.

Crystal K. Kelley
Notary Public in and for the State of ALASKA
residing at PRINCE, AK
My commission expires November 09, 2004

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, A.D. 200____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of _____,
residing at _____
My commission expires _____



4083659

Page: 14 of 19

11/20/2003 01:47P

ISLAND COUNTY AUDITOR

APD

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 19th
day of May, 2003.

DECLARANTS:

Peggy A Denton

Carol A Denton

As Owner(s) of Lot 16

As Owner(s) of Lot 16

STATE OF Washington)
) ss.
 County of Island)

On this 19th day of May, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Peggy A. Denton & Carol A. Denton, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Holly A Bright
 Notary Public in and for the State of WA,
 residing at OAK HARBOR,
 My commission expires Feb. 28, 2006.

STATE OF _____)
) ss.
 County of _____)

On this _____ day of _____, A.D. 200____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

 Notary Public in and for the State of _____,
 residing at _____,
 My commission expires _____



4083659

Page: 15 of 19

11/20/2003 01:47P

ISLAND COUNTY AUDITOR

AMD

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 23rd
day of May, 2003.

DECLARANTS:

Lawson & Chadwick

As Owner(s) of Lot 17

As Owner(s) of Lot 17

STATE OF California)
 County of San Diego) ss.

On this 23 day of May, A.D. 2003, before me, the undersigned, a Notary Public in
 and for the State of California, duly commissioned and sworn personally appeared
Lawson L. Chadwick, to me known to be the individuals described in
 and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said
 instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Therese M. Green
 Notary Public in and for the State of CA,
 residing at Oceanside,
 My commission expires 5-12-04

STATE OF _____)
 County of _____) ss.

On this _____ day of _____, A.D. 200____, before me, the undersigned, a Notary Public in
 and for the State of _____, duly commissioned and sworn personally appeared
 _____, to me known to be the individuals described in
 and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said
 instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

 Notary Public in and for the State of _____,
 residing at _____,
 My commission expires _____



4083659

Page: 16 of 19

11/20/2003 01:47P

ISLAND COUNTY AUDITOR

AND

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 20th
day of May, 2003.

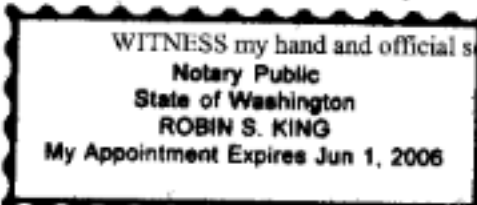
DECLARANTS:

Water W. Eyer
Valerie G. Eyer
 As Owner(s) of Lot 18

 As Owner(s) of Lot 18

STATE OF Washington)
 County of Island) ss.

On this 20 day of May, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Water W. & Valerie G. Eyer, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Robin S. King
Robin S. King
 Notary Public in and for the State of WA,
 residing at Greenbank
 My commission expires 6-1-2006

STATE OF _____)
 _____) ss.
 County of _____)

On this _____ day of _____, A.D. 200__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

 Notary Public in and for the State of _____,
 residing at _____
 My commission expires _____



ISLAND COUNTY AUDITOR

AND

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 19th
day of May, 2003.

DECLARANTS:

Peggy A Denton

Carl S Denton

As Owner(s) of Lot 19, Lot 20, & Lot 21
(combined)

As Owner(s) of Lot 19

STATE OF Washington)
County of Island) ss.

On this 19th day of May, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Peggy A Denton & Carl S Denton, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Holly Albright
Notary Public in and for the State of WA,
residing at Oak Harbor
My commission expires Feb. 28, 2006

STATE OF _____)
County of _____) ss.

On this _____ day of _____, A.D. 200__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of _____,
residing at _____
My commission expires _____

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 3rd day of July, 2003.

DECLARANTS:

Michael L. Cash

As Owner(s) of Lot 23

As Owner(s) of Lot 23

STATE OF Washington)
County of Island) ss.

On this 3rd day of July, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael L. Cash, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Kent L. Turner
Kent L. Turner
Notary Public in and for the State of Washington,
residing at Greenbank
My commission expires April 16, 2007.

STATE OF _____)
County of _____) ss.

On this _____ day of _____, A.D. 200__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn personally appeared _____, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of _____,
residing at _____
My commission expires _____



4083659

Page: 19 of 19

11/20/2003 01:47P

ISLAND COUNTY AUDITOR

AND

IN WITNESS WHEREOF, the undersigned Declarants hereto have set their hands this 22nd
day of May, 2003.

DECLARANTS:

ROBERT H. GAUTHIER

As Owner(s) of Lot 24 & Lot 25 (combined)

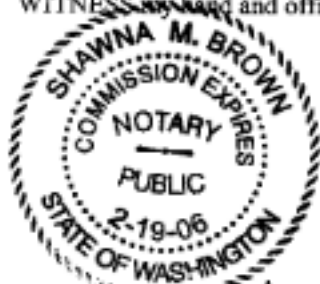
ANDREA C. GAUTHIER

As Owner(s) of Lot 24 & Lot 25 (combined)

STATE OF Washington)
County of Island) ss.

On this 22 day of May, A.D. 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Robert H. Gauthier, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of WA,
residing at Clinton
My commission expires 2/19/06

STATE OF Washington)
County of Island) ss.

On this 22 day of May, A.D. 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Andrea C. Gauthier, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Notary Public in and for the State of WA,
residing at Clinton
My commission expires 2/19/06