




200109070149
Skagit County Auditor

9/7/2001 Page 1 of 5 3:40:07PM

AFTER RECORDING MAIL TO:

Name SEA-VAN INVESTMENTS
Address 4127 EAGLEMONT DRIVE
City/State MOUNT VERNON, WA 98274

- Document Title(s): (or transactions contained therein)
1. DECLARATION OF COVENANTS
 2. CONDITIONS & RESTRICTIONS
 - 3.
 - 4.



First American Title Insurance Company

M7644

(this space for title company use only)

Reference Number(s) of Documents assigned or released:

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. SEA-VAN INVESTMENT ASSOCIATION
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. PUBLIC
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

PTN LOT 68 EAGLEMONT PHASE 1A
NOW KNOWN AS EAGLEMONT PHASE 1E

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

4765-000-001-0000

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.

After Recording Return to:
SEA-VAN INVESTMENTS, ASSOC.
4127 Eaglemont Drive
Mount Vernon, WA 98274

Document Title: Declaration of the Covenants, Conditions and Restriction of
Eaglemont Community, Mt. Vernon, Washington, Phase 1E
Grantor: SEA-VAN INVESTMENT ASSOCIATION
Grantee: Public
Legal: A PTN OF LOT 68, PLAT OF EAGLEMONT, PHASE 1A
Parcel#:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF EAGLEMONT COMMUNITY, MT. VERNON, WASHINGTON,
PHASE 1E**

This Declaration is made with reference to the following facts and conditions:

A. RECITALS:

1. The undersigned Declarant is the owner in fee simple of the following described real property located in the City of Mt. Vernon, Skagit County, Washington:

That portion of Lot 68, "Plat of Eaglemont, Phase 1A", as recorded in Volume 15 of Plats, Pages 130 through 146, records of Skagit County, Washington, lying westerly of Waugh road, being a portion of the Northwest quarter of Section 27, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 27, A 4"x4" concrete monument and brass disk found in place;

Thence South 88°10'36" East along the North line thereof a distance of 148.47 feet to the Northwest corner of "Eaglemont, Phase 1C", according to the plat thereof recorded under Skagit County Recording No. 200002010036, records of Skagit county, Washington;

Thence along the West line of said Plat of Eaglemont, Phase 1C, South 01°49'24" West a distance of 30.00 feet;

Thence South 02°54'05" East a distance of 54.00 feet;

Thence South 26°12'47" East a distance of 46.38 feet;

Thence South 24°52'08" East a distance of 34.01 feet;

Thence South 32°49'39" East a distance of 32.76 feet:



200109070149

, Skagit County Auditor

Thence South 45°21'43" East a distance of 38.31 feet;
Thence South 57°27'30" East a distance of 32.12 feet;
Thence South 44°00'36" East a distance of 63.06 feet;
Thence South 28°07'26" East a distance of 47.41 feet;
Thence South 08°02'40" East a distance of 60.50 feet;
Thence South 10°02'00" East a distance of 61.68 feet;
Thence South 12°29'29" East a distance of 63.42 feet;
Thence South 33°34'56" East a distance of 30.42 feet;
Thence South 38°10'09" East a distance of 73.00 feet;
Thence South 16°36'42" East a distance of 39.61 feet;
Thence South 59°19'21" East a distance of 34.17 feet;
Thence South 41°31'16" East a distance of 15.02 feet to the Southwest corner
of said "Plat of Eaglemont, Phase 1C";
Thence leaving said "Plat of Eaglemont, Phase 1C" South 45°22'13" West a
distance of 119.50 feet;
Thence South 63°57'07" West a distance of 58.48 feet to an intersection with
a radial 230.00-foot radius curve concave to the West;
Thence southerly along said curve an arc distance of 96.68 feet through a
central angle of 24°05'01" to a point on said curve;
Thence leaving said curve along a non-radial line South 49°07'13" East a
distance of 127.84 feet;
Thence South 10°01'14" West a distance of 175.57 feet;
Thence South 57°51'49" West a distance of 140.77 feet;
Thence South 88°56'57" West a distance of 60.00 feet;
Thence South 88°06'00" West a distance of 87.84 feet;
Thence North 51°17'56" West a distance of 33.45 feet;
Thence South 76°14'59" West a distance of 106.25 feet;
Thence North 89°43'22" West a distance of 30.20 feet to a point on the West
line of said Northwest quarter of Section 27;
Thence North 00°17'13" East along said West line a distance of 1194.33 feet
to the point of beginning.

Situated in the County of Skagit, State of Washington.

(Hereinafter referred to as "Phase 1E")

2. The Declarant desires to provide means to enforce the rights, reservation, easements, liens and charges provided for in the Declaration of Covenants, Conditions and Restrictions of Eaglemont community, Mt. Vernon, Washington, as recorded under Skagit County Auditor's file No. 9401250030, amended by instruments recorded under Skagit County Auditor's File No. 9603180110 and 9512110030, and as supplemented by a document recorded under Skagit County Auditor's file No. 200002010099 (collectively referred to herein as the "Declaration"), which Declaration and amendment will here be incorporated and applied to Phase 1E.



200109070149

, Skagit County Auditor

9/7/2001 Page 3 of 5 3:40:07PM

B. DECLARATION:

The Declarant hereby certifies and declares that the Declaration shall be binding upon the respective owners of each lot or parcel within Phase 1E and the Declarant further declares that all of the property within Phase 1E herein is held and shall be held and conveyed, encumbered, leased, rented, used, occupied, and improved subject to the Declaration. The purpose of these covenants is to enhance and protect the value, desirability and attractiveness of the Phase 1E and every part thereof.

The Declarant therefore hereby incorporates and applies to the Phase 1E, all of the terms and conditions of the Declaration.

The Eaglemont Architectural Control Committee Residential Design Guidelines have been amended by the Architectural Review Committee as follows:

- a. Subsections 15 A through F of the Eaglemont Architectural Control Committee Residential Design Guidelines as subsequently amended by instrument recorded under Skagit county Auditor's file No. 9603180110 are hereby superceded and replaced by the following guideline:

Acceptable roof material shall be approved by the Architectural Control Committee.

- b. Subsection H 9 on the Eaglemont Architectural Control Committee Residential Design Guidelines is hereby amended for Phase 1E only to read as follows:

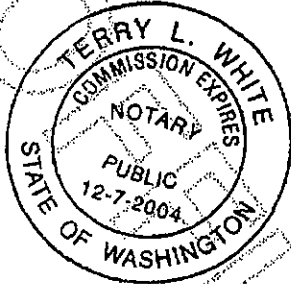
Fences shall be constructed of wood and shall be no taller than five (5) feet above grade. The style and height of any fence shall be approved by the Architectural Control Committee. Screening, where desired, shall be attained through landscape planning. No chain link fencing will be permitted, with the exception of pet enclosures, in which case chain link fencing must be concealed within the confines of a 3-tier split rail fence no higher than 36". A pet enclosure is permitted only in the rear of a dwelling and must adhere to building setback requirements.

Except for the amendments stated above, the Architectural Control Committee Residential Design Guidelines recorded at the time of the recording of the Declaration shall remain in effect until subsequently amended by the Architectural Control Committee.



There were some amendments to this Declaration that I need to incorporate when I define Declaration.

DATED this 26th day of July, 2001



SEA-VAN INVESTMENTS ASSOCIATION

BY: [Signature]
ED YOUNG, Authorized Representative

State of Washington)

County of Skagit) ss.

On this 7th day of September, 2001, before me personally appeared ED YOUNG, to me known to be the authorized representative of SEA-VAN INVESTMENTS ASSOCIATION that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature: Terry L. White]
Notary Public in and for the State of Washington
My Commission Expires 12-07-2004



200109070149
Skagit County Auditor

9/7/2001 Page 5 of 5 3:40:07PM

200002010100
Kathy Hill, Skagit County Auditor
2/1/2000 Page 1 of 5 4:03:40PM

After Recording Return to:
CHESTER T. LACKEY
1200 Harris Avenue, #307
Bellingham, WA 98225

LAND TITLE COMPANY OF SKAGIT COUNTY

M 123 54

Document Title: Declaration of the Covenants, Conditions and Restriction of Eaglemont
Community, Mt. Vernon, Washington, Phase 1C
Grantor: SEA-VAN INVESTMENT ASSOCIATION
Grantee: Public
Legal: A PTN OF LOT 68, PLAT OF EAGLEMONT, PHASE 1A
Parcel#:

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF EAGLEMONT COMMUNITY, MT. VERNON, WASHINGTON,
PHASE 1C**

This Declaration is made with reference to the following facts and conditions:

A. RECITALS:

1. The undersigned Declarant is the owner in fee simple of the following described real property located in the City of Mt. Vernon, Skagit County, Washington:

That portion of Lot 68, "Plat of Eaglemont, Phase 1a", as recorded in Volume 15 of Plats, Pages 130 through 146, records of Skagit County, Washington, lying westerly of Waugh road, being a portion of the Northwest quarter of Section 27, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Commencing at the Northwest corner of said Section 27, a 4"x4" concrete monument and brass disk found in place;

Thence South 88°10'36" East along the North line thereof a distance of 148.47 feet to the TRUE POINT OF BEGINNING for this description;

Thence continuing South 88°10'36" East along said North line a distance of 1,089.69 feet to a point on the Westerly right of way margin of Waugh road, said point being an intersection with a non-radial 535.00 foot radius curve concave to the northwest, a radial line to said point bears South 65°10'16" East;

Thence southwesterly along said curve an arc distance of 33.04 feet through a central angle of 03°32'20" to the South line of the North 30.00 feet of said Northwest quarter of Section 27 and the Northeast corner of Tract "E" of said plat;

Thence North 88°10'36" West parallel with said North line and along said Tract "E" a distance of 447.94 feet;

Thence South 01°49'24" West a distance of 54.89 feet;

Thence South 69°44'16" West a distance of 182.11 feet;

Thence North 68°29'22" West a distance of 56.97 feet;

Thence North 13°26'59" West a distance of 68.20 feet;

Thence North 42°58'18" West a distance of 54.08 feet to a point on said South line of the North 30.00 feet;

Thence North 88°10'36" West along said South line a distance of 90.62 feet;

Thence South 39°23'00" East a distance of 104.02 feet;

Thence South 25°42'59" East a distance of 106.16 feet;

Thence South 67°28'52" East a distance of 70.61 feet;

Thence North 75°20'11" East a distance of 216.97 feet;

Thence North 68°02'10" East a distance of 124.39 feet;

Thence North 88°17'32" East a distance of 33.28 feet;

Thence South 66°44'16" East a distance of 181.49 feet to the Southeast corner of said Tract "E" and said Westerly right of way margin of Waugh road, said point being an intersection with a non-radial 535.35 foot radius curve concave to the southeast, a radial line to said point bears North 47°25'34" West;

Thence southwesterly along said curve an arc distance of 410.24 feet through a central angle of 43°54'23" to a point on said curve;

Thence leaving said curve South 83°17'54" West a distance of 181.44 feet;

Thence North 71°08'47" West a distance of 70.48 feet;

Thence South 80°17'40" West a distance of 141.97 feet;

Thence South 76°48'38" West a distance of 96.88 feet;

Thence South 45°22'13" West a distance of 25.02 feet;

Thence North 41°31'16" West a distance of 15.02 feet;

Thence North 59°19'21" West a distance of 34.17 feet;

Thence North 16°36'42" West a distance of 39.61 feet;

Thence North 38°10'09" West a distance of 73.00 feet;

Thence North 33°34'56" West a distance of 30.42 feet;

Thence North 12°29'29" West a distance of 63.42 feet;

Thence North 10°02'00" West a distance of 61.68 feet;

Thence North 08°02'40" West a distance of 60.50 feet;

Thence North 28°07'26" West a distance of 47.41 feet;

Thence North 44°00'36" West a distance of 63.06 feet;

Thence North 57°27'30" West a distance of 32.12 feet;

Thence North 45°21'43" West a distance of 38.31 feet;

Thence North 32°49'39" West a distance of 32.76 feet;

Thence North 24°52'08" West a distance of 34.01 feet;



Thence North 26°12'47" West a distance of 46.38 feet;
Thence North 02°54'05" West a distance of 54.00 feet;
Thence North 01°49'24" East a distance of 30.00 feet to the TRUE POINT OF BEGINNING for this description;

TOGETHER with that portion of said Lot 68, "Plat of Eaglemont, Phase 1A", lying Easterly of Waugh road more particularly described as follows:

Commencing at the Northwest corner of said Section 27, a 4"x4" concrete monument and brass disk found in place;

Thence South 88°10'36" East along the North line thereof a distance of 1,275.98 feet to a point on the centerline of Waugh road, said point being an intersection with a non-radial 570.00 foot radius curve concave to the Northwest, a radial line to said point bears South 66°39'25" East;

Thence southwesterly along said curve an arc distance of 104.06 feet through a central angle of 10°27'35" to a point on said centerline at the intersection with Landmark Drive, said point also being a point of cusp with a 200.00 foot radius curve concave to the North, a radial line to said point bears South 28°30'36" West;

Thence easterly along said curve an arc distance of 79.17 feet through a central angle of 22°40'45" to a point on said curve;

Thence leaving said curve along a radial line South 05°49'51" West a distance of 35.00 feet to a point on the South right of way margin of Landmark Drive and the POINT OF BEGINNING for this description;

Thence leaving said South right of way margin South 03°16'08" West a distance of 18.59 feet;

Thence South 32°09'11" West a distance of 27.43 feet;

Thence South 60°17'07" West a distance of 35.18 feet;

Thence South 37°04'42" West a distance of 59.06 feet;

Thence South 10°43'08" East a distance of 42.14 feet;

Thence South 69°08'05" West a distance of 45.56 feet;

Thence South 02°28'46" East a distance of 44.83 feet;

Thence South 79°14'22" East a distance of 35.92 feet;

Thence South 13°43'57" East a distance of 82.52 feet;

Thence North 72°37'34" East a distance of 89.24 feet;

Thence North 66°44'51" East a distance of 39.74 feet;

Thence South 65°46'06" East a distance of 40.12 feet;

Thence South 23°43'52" West a distance of 98.91 feet;

Thence South 73°32'03" West a distance of 13.51 feet;

Thence North 78°43'54" West a distance of 66.11 feet;

Thence South 38°16'31" West a distance of 58.59 feet;

Thence South 42°40'01" East a distance of 122.54 feet;

Thence North 74°02'50" East a distance of 60.10 feet;

Thence South 64°19'27" East a distance of 72.06 feet;

Thence South 23°04'21" East a distance of 55.22 feet to a point on the common line between Lot 67 and Lot 68 of the said "Plat of Eaglemont, Phase 1A";

Thence South 38°46'52" West along said line a distance of 228.21 feet;

Thence South 03°51'18" East a distance of 74.78 feet to a point on said line;

Thence leaving said line South 40°41'08" West a distance of 221.35 feet to a point on the East right of way margin of said Waugh road, said point being an intersection with a non-radial 535.00 foot radius curve concave to the West, a radial line to said point bears South 84°05'58" East;



Thence northerly along said margin and curve an arc distance of 354.22 feet through a central angle of 37°56'07" to a point of reverse curvature with a 465.35 foot radius curve concave to the East;

Thence continuing northerly along said margin and said curve an arc distance of 629.28 feet through a central angle of 77°28'48" to a point of reverse curvature with a 605.00 foot radius curve concave to the Northwest;

Thence continuing northerly along said margin and said curve an arc distance of 75.51 feet through a central angle of 07°09'03" to a point of reverse curvature with a 25.00 foot radius curve concave to the Southeast;

Thence northerly and easterly along said curve an arc distance of 29.84 feet through a central angle of 68°23'37" to a point on the Southerly right of way margin of said Landmark Drive and a point of reverse curvature with a 235.00 foot radius curve concave to the North;

Thence continuing easterly along said margin and said curve an arc distance of 44.53 feet through a central angle of 10°51'26" to the POINT OF BEGINNING for this description.

Situated in the County of Skagit, State of Washington.

(hereinafter referred to as ("Phase 1C"))

2. The Declarant desires to provide means to enforce the rights, reservations, easements, liens and charges provided for in the Declaration of Covenants, Conditions and Restrictions of Eglemont Community, Mt. Vernon, Washington, as recorded under Skagit County Auditor's file number 9401250030, amended by instruments recorded under Skagit County Auditor's File No. 9603180110 and 9512110030, and as supplemented by a document recorded under Skagit County Auditor's file number 200002010099 (collectively referred to herein as the "Declaration"), which Declaration and amendment will here be incorporated and applied to Phase 1C.

B. DECLARATION:

The Declarant hereby certifies and declares that the Declaration shall be binding upon the respective owners of each lot or parcel within Phase 1C and the Declarant further declares that all of the property within Phase 1C herein is held and shall be held and conveyed, encumbered, leased, rented, used, occupied, and improved subject to the Declaration. The purpose of these covenants is to enhance and protect the value, desirability and attractiveness of the Phase 1C and every part thereof.

The Declarant therefore hereby incorporates and applies to the Phase 1C, all of the terms and conditions of the Declaration.

The Eglemont Architectural Control Committee Residential Design Guidelines have been amended by the Architectural Review Committee as follows:

- a. Subsections 15 A through F of the Eglemont Architectural Control Committee Residential Design Guidelines as subsequently amended by instrument recorded under Skagit County Auditor's file number 9603180110 are hereby superceded and replaced by the following guideline:

Acceptable roof material shall be approved by the Architectural Control Committee.



b. Subsection H 9 on the Eaglemont Architectural Control Committee Residential Design Guidelines is hereby amended for Phase 1C only to read as follows:

Fences shall be constructed of wood and shall be no taller than six (6) feet above grade. The style and height of any fence shall be approved by the Architectural Control Committee. Screening, where desired, shall be attained through landscape planning. No chain link fencing will be permitted, with the exception of pet enclosures, in which case chain link fencing must be concealed within the confines of a 3-tier split rail fence no higher than 36". A pet enclosure is permitted only in the rear of a dwelling and must adhere to building setback requirements.

Except for the amendments stated above, the Architectural Control Committee Residential Design Guidelines recorded at the time of the recording of the Declaration shall remain in effect until subsequently amended by the Architectural Control Committee.

There were some amendments to this Declaration that I need to incorporate when I define Declaration.

DATED this 1st day of February, 2000.

SEA-VAN INVESTMENTS ASSOCIATION

By: [Signature]
ED YOUNG, Authorized Representative

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this 1st day of February, 2000, before me personally appeared ED YOUNG, to me known to be the authorized representative of SEA-VAN INVESTMENTS ASSOCIATION that executed the within and foregoing instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Washington
My Commission Expires 01/01/01
Candace M. Taylor

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UNRECORDED



20002010099
Kathy Hill, Skagit County Auditor
2/1/2000 Page 1 of 4 4:03:18PM

RETURN TO:
CHESTER T. LACKEY
BELCHER, SWANSON, LACKEY,
DORAN, LEWIS & ROBERTSON, PLLC
1200 Harris Avenue, Suite 307
Bellingham, WA 98225

LAND TITLE COMPANY OF SKAGIT COUNTY

1712354

Document Title: Supplement to Declaration of Covenants, Conditions & Restrictions of
Eaglemont Community, Mt. Vernon, WA
Grantor/borrower: SEA-VAN INVESTMENT ASSOCIATION
Grantee/assignee/beneficiary: General Public
Legal Description: Sec. 27, Twn. 34N, R4E
Additional on page 3
Assessor's Tax Parcel ID#: _____

SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF EAGLEMONT COMMUNITY, MOUNT VERNON,
WASHINGTON

This Declaration is made on the 31st day of January, 2000, by SEA-VAN
INVESTMENTS ASSOCIATION, a Washington general partnership, hereinafter
referred to as "Declarant".

RECITALS:

- A. Declarant recorded Declaration of Covenants, Conditions and Restrictions of Eaglemont Community, Mount Vernon, Washington, under Skagit County Auditor's file number 9401250030. (the "Declaration")
- B. The Declaration refers to Exhibits "A" and "B". Exhibit "A" was intended to be the legal description for Phase 1A of the Eaglemont Community and Exhibit "B" was intended to be the Master Plan for the Proposed Development of "Sea-Van Property".
- C. By error neither Exhibit "A" or Exhibit "B" were attached to the Declaration when it was recorded.

NOW THEREFORE, Declarant hereby declares that the Exhibit "A" and Exhibit "B" attached hereto are the Exhibit "A" and the Exhibit "B" referred to in the Declaration and are hereby incorporated into the original Declaration as if they had been attached at the time of the original recording.

SEA-VAN INVESTMENTS ASSOCIATION

By: [Signature]
ED YOUNG, Authorized Representative

STATE OF WASHINGTON)

COUNTY OF Skagit)
ss.)

On this 1st day of February, 2000, before me personally appeared ED YOUNG, to me known to be the authorized representative of the association that executed the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Candace M. Taylor
Notary Public in and for the State of Washington,
residing at Mount Vernon
My Commission Expires 01/01/01
Candace M. Taylor

N:\WP\CTL\CLIENTS\SEA-VAN\DOCS\SUPPLEDEC.doc

EXHIBIT "A"
LEGAL DESCRIPTION FOR PLAT OF EAGLEMONT, PHASE 1A

SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE WEST
HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SAID SECTION 27.

AND EXCEPT LOTS 67 AND 68 AND TRACT 207, PLAT OF EAGLEMONT,
PHASE 1A AS RECORDED IN VOLUME 15 OF PLATS, PAGES 130 THROUGH
146, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"



200002010099
Kathy Hill, Skagit County Auditor
2/1/2000 Page 4 of 4 4:03:18PM

Eaglemont Community Homeowners Association
4127 Eaglemont Drive, Mt. Vernon, WA 98273

SKA: KATHY HILL

9603180110

'96 MAR 18 P2 44

AMENDMENT TO
THE DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF
EAGLEMONT COMMUNITY
MOUNT VERNON, WASHINGTON.

RECORDED _____ FILED _____
REQUEST OF _____

THIS AMENDED DECLARATION is made this 13th day of March 1996,
by the members of the Eaglemont Community Homeowner's Association,

WITNESSETH:

WHEREAS, Declaration of Covenants, Conditions, and Restrictions of Eaglemont
Community, Mount Vernon, Washington, was recorded under Auditor's File
No. 94012500030, and are dated the 25th day of January, 1994, which the members of the
association by this document desire to amend,

IT IS, THEREFORE, AGREED as follows:

1. Eaglemont Residential Design Guidelines, Section III, GUIDELINES,
Item H. Structures, Paragraph 15 Acceptable Roof Materials shall be amended to read as
follows:

E. Diamond lap composition shingles or Celotex Presidential
Shake/Shingle

IN WITNESS WHEREOF the undersigned has caused this Declaration to be executed the
date above written.

DECLARANT
SEA-VAN INVESTMENTS ASSOC.,
a Washington general partnership
BY James Brown

Its PRESIDENT OF UNISON
DEVELOPMENT CO., Managing
Partner of Sea-Van Investments
Assoc.

9603180110

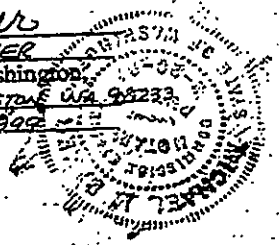
BK1529PG0580

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JAMES S.C. HUNG is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as Managing Partner of Sea-Van Investments Assoc., a Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MARCH 13, 1996

Michael L Baker
Printed name MICHAEL L BAKER
Notary Public in and for the State of Washington,
residing at 1278 BAYHILL DR. BURLINGTON WA 98223
My appointment expires FEB 28 1999



9603186110

BK1529PG0581

Eaglemont Community Homeowners
4127 Eaglemont Dr.
Mt. Vernon, WA 98273

6/2/95

KATHY HILL
SKARSTAD, ATTORNEY AT LAW

9512110030

AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
EAGLEMONT COMMUNITY
MOUNT VERNON, WASHINGTON

95 DEC 11 AM 11:41

RECORDED _____ FILED _____
REQUEST OF _____

THIS AMENDED DECLARATION is made this 11th day of December,
1995, by the members of the Eaglemont Homeowners Association,

WITNESSETH:

WHEREAS, Declaration of Covenants, Conditions and Restrictions
of Eaglemont Community, Mount Vernon, Washington, was recorded under
Auditor's File No. 94012500030, and are dated the 25th day of
January, 1994, which the members of the association by this document
desire to amend,

IT IS, THEREFORE, AGREED as follows:

1. Paragraph 10.10, entitled "Completion of Construction"
shall be amended to read as follows:

On all single-family Lots sold after the date of this
instrument, construction of the principal structure shall be
commenced within four (4) years from the date the Declarant
first sells the Lot. Construction work on all buildings and
structures shall be prosecuted diligently and continuously
from commencement of construction until the structures are
fully completed and painted (including stains and/or natural
finishes). All structures shall be completed as to external
appearance, including finish painting, staining and/or natural
finishes within twelve (12) months from date of commencement
of the construction, unless prevented by cause beyond the
owner's control, or unless the construction period is extended
by the ACC, in its sole discretion.

IN WITNESS WHEREOF the undersigned has caused this Declaration
to be executed the date above written.

DECLARANT

SEA-VAN INVESTMENTS ASSOC.,
a Washington general partnership

By James Heng
Its President of Unison
Development Co., Managing
Partner of Sea-Van Investments
Assoc.

JUDY Y. ZAVALA
STATE OF WASHINGTON
NOTARY
PUBLIC
COMMISSION EXPIRES OCT. 01, 1997

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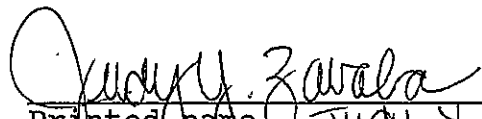
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STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

I certify that I know or have satisfactory evidence that JAMES HUNG is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as Managing Partner of SEA-VAN INVESTMENTS ASSOC., a Washington general partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-11, 1995.


Printed name JUDY Y. ZAVALA
Notary Public in and for the State of
Washington, residing at Burlington.
My appointment expires 10-1-97

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
EAGLEMONT COMMUNITY 9401250030
MOUNT VERNON, WASHINGTON**

THIS DECLARATION is made on the 11th day of JANUARY, 1994, by SEA-VAN INVESTMENTS ASSOC., a Washington general partnership, hereinafter referred to as "Declarant".

RECITALS

A. Declarant owns certain property in Mount Vernon, Washington, which is described in Exhibit A which is attached to this Declaration and incorporated by this reference (the "Property").

B. Declarant intends to create on the Property the first of the residential community of Eaglemont with permanently maintained Common Areas for the benefit of the residents of Eaglemont.

C. Declarant intends that Eaglemont be a family-oriented rural community with emphasis on golf and outdoor recreation activities.

D. Pursuant to Resolution No. 332, the City of Mount Vernon, Washington adopted the Master Plan for Proposed Development of the "Sea-Van" Property approving the Development Plan and establishing the guidelines for development of the entire Eaglemont community in accordance with regulations and ordinances of the City of Mount Vernon. The processing and approval of the Master Plan resulted in the modification of the Comprehensive Plan for the City of Mount Vernon and designation of the Property as a Planned Community.

E. Declarant wishes to preserve and enhance the property values, amenities, and opportunities in Eaglemont, and to provide for the health, safety, and welfare of residents and the preservation of wetland areas and open space, and to this end desire to subject the Property together with such additions as may be made to the Property from time to time (as provided in Article II) to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, all of which are for the benefit of the Property and each owner of any portion thereof.

F. Declarant has incorporated the Eaglemont Homeowners Association to provide a means for meeting the purposes of this Declaration, and the requirements of the City of Mount Vernon.

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DECLARATION

Declarant hereby declares that the Property and such additions as may be made pursuant to Article II is, are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. Further, Declarant delegates and assigns to the Eaglemont Homeowners Association the power of owning, maintaining, and administering the Common Areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges created in this Declaration, and promoting the recreation, health, safety, and welfare of the residents.

ARTICLE I DEFINITIONS

"ACC" shall mean the Architectural Control Committee as described in this Declaration.

"Association" shall mean the Eaglemont Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

"Board" or "Board of Directors" shall mean the Board of Directors of the Association.

"City" or "the City" shall mean the City of Mount Vernon, Washington.

"Common Areas" shall mean all real property and improvements owned or leased by the Association, or in which the Association has an easement (except easements for maintaining Lots) for the use and enjoyment of the members.

"Declarant" shall mean Sea-Van Investments Assoc., a Washington corporation, and its successors and assigns; provided, however, that no successor or assignee of Declarant shall have any rights or obligations of Declarant under the Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

"Declaration" shall mean the covenants, conditions and restrictions and all other provisions set forth in this declaration, as they may be amended from time to time.

"Development Plan" shall mean the total general plan of intended development approved by the City of Mount Vernon, Washington, and illustrated in Exhibit "B", as the plan may be amended from time to time, and as further defined in Article II.

The amendments to the Development Plan may include the annexation of additional land for development.

" Dwelling Unit " shall mean any portion of a building on any Lot, which portion is designed and intended as a residence for one family. Without limiting the foregoing, the term shall include single-family houses, townhouses and condominium units.

" First Mortgagee " shall mean a lender who holds the first mortgage on a Dwelling Unit and/or a Lot and who has notified the Association in writing of such first mortgage.

" Golf Course Operator " shall mean Sea-Van Investments Assoc., a Washington corporation, and its successors and assigns;.

" Lot " shall mean any numbered parcel of land shown upon any recorded subdivision map of the Property, with the exception of the Common Areas or other areas set aside for nonresidential use.

" Member " shall mean every person or entity who holds membership in the Association.

" Mortgage " shall include a deed of trust or other security instrument.

" Native Growth Protection Areas " shall mean those sensitive areas and their buffers designated by the City as Native Growth Protection Areas in its approval of the Master Plan and subsequent Planned Unit Development phases of the Master Plan. A map of these areas shall be kept on file by the Association. Such areas are located solely on Common Areas or other areas set aside for non-residential use.

" Notice " shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

" Owner " shall mean every person or entity, including Declarant, which is a record owner of the fee simple title to any Lot or Dwelling Unit, or if any Lot or Dwelling Unit is sold under real estate contract, the vendee or vendees under that contract; provided, however, that the term " Owner " shall not include those having such interest merely as security for the performance of an obligation.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION AND ADDITIONS THERETO

2.1 Property. The Property represents the first phase of the residential community of Eaglemont. Additional properties may become subject to this Declaration in the following manner:

(a) Additions by Declarant. Declarant, at its sole option, shall have the right to subject to this Declaration any additional property which is covered by the Development Plan as it may be amended from time to time as set forth in Section 2.2 of this Article. In the event of such addition, the number of Class "B" votes of Declarant shall be automatically increased so that Declarant shall have nine (9) votes for each Lot owned, including the number of Lots in the additional property.

(b) Other Additions. Properties, other than those described in 2(a) above, may be annexed to the properties upon the approval of both (i) fifty-one percent (51%) of the Class "A" members and (ii) the Class "B" member, if any, at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall set forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty (60%) Percent of the votes of the Class "A" membership and the presence of the Class "B" member or its proxy shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirements set forth above and the required quorum of Class "A" members required at the preceding meeting, together with the Class "B" member. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Members of the Class "A" membership or the Class "B" member not present in person may give their written assent or dissent to the action taken at said meeting.

The additions authorized under paragraphs (a) and (b) above shall be made by complying with the applicable ordinance of the City, by recording one or more supplementary declarations of covenants and restrictions with respect to the additional property, and by filing with the Association the preliminary plat or site plan for such additions.

2.2 Development Plan. The Development Plan, illustrated on Exhibit B, is Declarant's intended design for the staged planned-unit development of Eaglemont as a planned residential community comprised of single-family and multi-family units. The Plan may be modified and amended, as provided in this Declaration, during the several years required to develop the community. It is currently the intention of Declarant to develop Eaglemont substantially in accordance with the Development Plan. The Development Plan is, however, conceptual in nature, and does not bind Declarant to add any of the properties which are shown on the Plan or to improve any portion of such properties.

(b) Amendments. Declarant reserves the right to amend the Development Plan or to add to the Development Plan parcels adjacent to or located within Eaglemont. These rights shall be exercised by:

(i) Giving notice of the proposed changes to the Association; and

(ii) Securing the approval of the City as required by applicable ordinances and laws.

(c) Additional Phases. Declarant may subject portions of the property covered by the Development Plan to additional or different covenants or declarations governing particular aspects of the ownership of such property. Such covenants or declarations shall not require the approval of anyone other than Declarant. In the event such additional phases are developed, the Association shall cooperate with such homeowners association or associations as may be created for each phase of Eaglemont to assure that maintenance of the Common Areas and common areas in the other phases of Eaglemont are maintained to a uniform standard in accordance with this Declaration.

ARTICLE III COMMON AREAS

3.1 Declarant to Convey. Prior to the execution of this Declaration, the Declarant has delivered to the Association a warranty deed free of all liens and encumbrances for the Common Areas. Declarant may convey by warranty deed to the Association additional potential common areas shown on the Development Plan as it may be amended, including roads, open space and retention areas, and a storm water drainage system. Utility and other easements not inconsistent with the intended use of the Common Areas shall not be considered "liens or encumbrances" under this paragraph. If and when additional areas are added to the development as set forth in this instrument, the easements will be modified to include the additional property.

3.2 Owners' Easements of Enjoyment. Each Owner shall have a right and a nonexclusive easement of enjoyment in and to the Common Areas and for ingress and egress over and through the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use by guests of any Common Area recreational facility.

(b) The right of the Association to suspend the voting rights and right to use of the Common Area recreational facilities by an owner for the period during which any assessment against his or her Lot or Dwelling Unit remains unpaid, and for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(c) The right of the Association to adopt reasonable rules governing the use of the Common Areas and the personal conduct of persons authorized to use said areas, and to establish appropriate penalties for the violation of those rules.

(d) The right of the Association to dedicate or transfer by deed or easement all or any part of the Common Areas to any public agency, authority, or utility.

3.3 Delegation of Use. Any owner may delegate his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, his or her tenants, or his or her guests, subject to the limitations set forth above.

3.4 Association to Maintain. The Association shall maintain, repair, replace, and improve the Common Areas and special maintenance areas that may be designated by the Association from time to time and shall pay the actual cost of the same from annual or special assessments as appropriate. Notwithstanding the foregoing, the Association shall not have any obligation to maintain any portion of the Common Areas dedicated or transferred by deed or easement to any public agency, authority or utility. The Board of Directors may delegate any of its managerial duties, powers, or functions to any person, firm, or corporation, provided that any management agreement for the project shall be terminable by the Association for cause upon thirty (30) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. Members of the Board of Directors shall not be liable for any omission or improper exercise by the manager of any duty, power, or function so delegated by written instrument executed by a majority of the Board of Directors.

ARTICLE IV ASSOCIATION

4.1 General. Every owner of a Lot or Dwelling Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit. Ownership of a Lot or Dwelling Unit shall be the sole qualification for membership. It is currently anticipated that a total of 780 dwelling units will comprise the Project.