

FILED FOR RECORD AT REQUEST OF

#98 006446 TYPE: OGD 19.00  
BK 750 PG 157 - 4/2/98 4:00:37 PM  
ISLAND COUNTY AUDITOR  
DEPUTY: CS REQUESTED BY:  
TERRY FORBES

WHEN RECORDED RETURN TO

NAME Linda D. Belmore

ADDRESS 3311 1st Ave

CITY, STATE, ZIP Everett, WA 98201

QUIT CLAIM DEED

EXCISE TAX EXEMPT

THE GRANTOR Linda D. Belmore

for and in consideration of a dissolution of partnership.

APR - 2 1998

conveys and quit claims to Richard W. Hawkins, Jr.

MAXINE R. SAUTER  
ISLAND COUNTY TREASURER

the following described real estate, situated in the County of Island, State of Washington: together with all after acquired title of the grantor(s) therein:

Tract D.R.R. McGinnis Plat of Goss Lake according to plat recorded in Volume 4, records of Island County, Washington.

Except that portion lying easterly of the following described line:

Beginning at a point lying on the South line of said Tract D, a distance of 573.62 feet from the Southwest corner of said Tract D; thence North 61°56' West to the Southerly right of way of county road and the terminus of said line

EXCEPT THAT GRANTOR MAINTAINS ONE-HALF OF ALL RIGHTS TO ALL OILS, GASES, COAL, FOSSILS, METALS, AND MINERALS OF EVERY NAME AND NATURE, WHICH MAY BE IN OR UPON THE ABOVE DESCRIBED REAL ESTATE OR ANY PART THEREOF, AND THE RIGHT TO MINE AND EXPLORE FOR THE SAME.

TAX # 57025.00 + 00000 D

Dated 2-4, 1998

Linda D. Belmore  
Linda D. Belmore

STATE OF Washington )

County of Snohomish ) ss.

I hereby certify that I know or have satisfactory evidence that Linda D. Belmore is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and

purposes mentioned in this instrument.

Dated: 2-4-98

Donna M. Murrigan  
Notary Public in and for the  
State of Washington residing  
at 3000 1st Ave my appointment  
expires 11/19/98

#99 023845 TYPE: EAS \$9.00  
 BK 799 PG 2356 10/20/99 2:35:40 PM  
 ISLAND COUNTY AUDITOR  
 DEPUTY: CS REQUESTED BY:  
 WHIDBEY TELEPHONE COMPANY

Submitted for recording by:  
 Whidbey Telephone Company  
 14989 SP525  
 Langley, Washington 98260

EXCISE TAX EXEMPT

OCT 20 1999

MAXINE R. SAUTER  
 ISLAND COUNTY TREASURER

## EASEMENT

THIS INDENTURE Made this 14<sup>th</sup> day of June, 1999, RICHARD W. HAWKINS JR., as his separate property, hereinafter, whether one or more, called "Grantor," and WHIDBEY TELEPHONE COMPANY, a corporation organized and existing under the laws of the State of Washington, hereinafter called "Grantee,"

WITNESSETH:

For good and valuable consideration, Grantor does hereby warrant unto Grantee, its successors and assigns, that Grantor is the owner of the following described real property and does hereby grant unto Grantee, its successors and assigns, the right to construct, reconstruct, maintain and operate communications cables, conduits and associated communications facilities and equipment under, across, above and/or upon the following described real property:

## PARCEL 1:

TRACT "D" OF R. R. MCGINNIS PLAT OF GOSS LAKE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 14, RECORDS OF ISLAND COUNTY, WASHINGTON. EXCEPT THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT LYING ON THE SOUTH LINE OF SAID TRACT D, A DISTANCE OF 573.62 FEET WEST FROM THE SOUTHEAST CORNER OF SAID TRACT D; THENCE NORTH 6°16'56" WEST TO THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD AND THE TERMINUS OF SAID LINE.

Assessor's Property Tax Parcel Account Number(s): S7025-00-0000D 0

All situate in Island County, State of Washington; with full rights of access thereto over said lands and other lands of Grantor adjacent thereto for said purposes only.

Said communications cables and conduits shall be located as staked and agreed upon by both parties upon said real property, and/or as outlined above. All such communications cables, conduits and associated communications facilities and equipment placed under, across and/or upon the above described property shall remain the property of the Grantee, and at Grantee's option may be removed by it at any time.

The rights herein granted to Grantee shall remain in force until such time as the Grantee, its successors and assigns, shall completely remove its communications cables, conduits and associated communications facilities and equipment from said land or shall otherwise permanently abandon same. Upon such removal or abandonment all rights hereby granted to Grantee shall terminate.

IN WITNESS WHEREOF, This instrument has been executed the day and year first above written.

RICHARD W. HAWKINS JR., Grantor(s)

*Richard W. Hawkins Jr.*

WHIDBEY TELEPHONE COMPANY, Grantee

By: *David A. Henry*  
 Its President

Notary Public  
 State of Washington

10-20-99

C

STATE OF WASHINGTON  
COUNTY OF SAN JUAN } ss.

X On this 14th day of JUNE, 1999, before me personally appeared RICHARD W. HAWKINS JR. to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



Maria Teresa Hunter  
Notary Public in and for the State of Washington,  
residing at Spokane  
My appointment expires 12-17-2002

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged the said instrument to be \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

SEAL

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me personally appeared \_\_\_\_\_ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged the said instrument to be \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

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

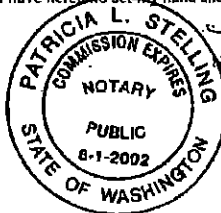
SEAL

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON  
COUNTY OF ISLAND } ss.

On this 28th day of June, 1999, before me personally appeared David C. Henny, to me known to be the President of WHIDBEY TELEPHONE COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said 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 and that the seal affixed is the corporate seal of said corporation.

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



Patricia L. Stelling  
Notary Public in and for the State of Washington,  
residing at Langley  
My appointment expires 6-1-2002

10-20-99

RETURN ADDRESS:  
Puget Sound Energy, Inc.  
Attn: ROW Department  
1700 E. COLLEGE WAY  
MT. VERNON, WA 98273

#20 030677 TYPE: EAS \$9.00  
BK 806 PG 279 1/10/2000 2:31:59 PM  
ISLAND COUNTY AUDITOR  
DEPUTY: CS REQUESTED BY:  
LAND TITLE COMPANY

EXCISE TAX EXEMPT

JAN 10 1999

MAXINE R. SAUTER  
ISLAND COUNTY TREASURER

EASEMENT

(customer form)

REFERENCE #: 28352  
GRANTOR: Hawkins  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: TRACT D.R.R. MCGINNIS PLAT OF GROSS LAKE  
ASSESSOR'S PROPERTY TAX PARCEL: 57025-00-0000004. R32406-340-2440/R 3200-  
N 15 348-2400  
OP. MAP NO: NW6-2903 JOB NO: 105006130

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, Richard W. Hawkins Jr. ("Grantor" herein), it's successors and assigns hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), it's successors and assigns for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Island County, Washington:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EASEMENT LOCATION: Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) that's ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by building footings, foundations, and/or subsurface structures.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the Easement Area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity, together with the right of access over and across said Property to enable Grantee to exercise its rights hereunder. As used herein, the term "systems" shall include all appurtenances and facilities as are necessary, in the judgment of Grantee, for the operation and maintenance of said systems.

2. Grantor's Use of Easement Area. Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rockeries, fences or other obstructions on the Property that would interfere with the exercise of Grantee's rights herein.

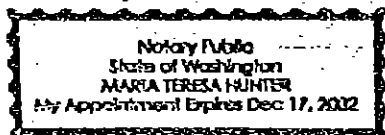
DATED this 21st day of June, 1999.

GRANTOR: By: Richard W. Hawkins Jr.  
BY:

STATE OF WASHINGTON )  
COUNTY OF ) SS

On this 21st day of June, 1999, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD W. HAWKINS JR. to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed for the uses and purposes therein mentioned.

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



Maria Teresa Hunter  
MARIA TERESA HUNTER  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington, residing at Marysville  
My appointment expires 12-17-2002

Notary seal, text and all notations must be inside 1" margin

No Monetary Consideration was Paid

**EXHIBIT "A"**  
**HAWKINS**

**THE SOUTHEAST QUARTER OR THE NORTHWEST QUARTER OF SECTION 6,  
TOWNSHIP 29 NORTH, RANGE 3 EAST W.M.**

**AND**

**TRACT D.R.R. MCGINNIS PLAT OF GOSS LAKE ACCORDING TO PLAT  
RECORDED IN VOLUME 4, RECORDS OF ISLAND COUNTY, WASHINGTON.**

**EXCEPT THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED  
LINE;**

**BEGINNING AT A POINT LYING ON THE SOUTH LINE OF SAID TRACT D, A  
DISTANCE OF 573.62 FEET FROM THE SOUTHWEST CORNER OF SAID TRACT  
D; THENCE NORTH 61° 6' 56" WEST TO THE SOUTHERLY RIGHT OF WAY OF  
COUNTY ROAD AND THE TERMINUS OF SAID LINE.**



ISLAND COUNTY AUDITOR

EAS

4116685

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10/28/2004 03:53P

**Filed for Record at the Request of:**

The Law Offices of  
 Kelly Harvey & Carbone L.L.P.  
 Post Office Box 290  
 Clinton, WA 98236

**EXCISE TAX EXEMPT****OCT 28 2004**

LINDA E. RIFFE  
 ISLAND COUNTY TREASURER

**DECLARATION FOR EASEMENT & ROAD MAINTENANCE**

GRANTOR: Richard Hawkins, a married man as his separate property.  
 GRANTEE: The Public  
 TAX PARCEL NO.: R32906-344-2050; S7025-00-0000D-0; R32906-398-2400; R32906-373-2030;  
 R32906-350-2790; R32906-299-2070; R32906-290-2830

**THIS DECLARATION** is made on the date hereinafter set forth by the Owner, hereinafter referred to as DECLARANT, of all the certain real property known as Red Hawk Ridge, in Island County, Washington, hereinafter referred to as "Red Hawk Ridge Estates", and more particularly described in Exhibit A, page 6-9, (sometimes referred to hereinafter as "the Property").

**I. RECITALS**

1. DECLARANT owns properties commonly known as Red Hawk Ridge Estates and more particularly described as:

(A) Tract D of RR McGinnis Plat of Goss Lake, according to the Plat thereof, recorded in Volume 4 of Plats, page 14, Records of Island County, Washington, and more fully described in Exhibit A, page 9.

Tax Parcel No. S7025-00-0000D-0; AND

(B) All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, and more fully described in Exhibit A, page 6-8.

Tax Parcel No. R32906-398-2400; Tax Parcel No. R32906-373-2030

Tax Parcel No. R32906-344-2050; Tax Parcel No. R32906-350-2790

Tax Parcel No. R32906-299-2070; Tax Parcel No. R32906-290-2830

2. DECLARANT desires to establish an easement over, under, upon and across the property described in Recital 1 above for the purpose of establishing a common access road to the properties.

**ROAD MAINTENANCE AGREEMENT AND  
 EASEMENT – Page 1**



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ISLAND COUNTY AUDITOR

EAS

3. DECLARANT desires to provide for the repair, maintenance and improvement of a part of a road located on real property over an easement, said easement more particularly described in B, page 11, which road will benefit the properties of the parties hereto, and which is not presently maintained by Island County.

4. DECLARANT desires to bind his heirs, assigns or successors in interest to provide for the repair, maintenance and improvement of any roads to be built according to the terms and conditions set forth herein.

Declarant hereby declares that all of the Property 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 the Property. The covenants shall run with the burden of the Property and shall be binding upon all of the parties having or acquiring any rights, title, or interest in the Property or any part thereof and shall be binding upon their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

#### **ARTICLE I BENEFIT TO PROPERTY**

DECLARANT agrees that the properties described in Recital 1 above are benefited by the existence of a road located on an easement described in Exhibit B, page 10.

#### **ARTICLE II DECLARATION OF EASEMENT**

DECLARANT agrees to grant to Owners of property described in Recital 1, their heirs, successors and assigns, a forty (40) foot easement for ingress, egress, water, power and utilities over, upon, under and across the real property more particularly described in Exhibit B, page 10. Further, DECLARANT declares that this easement shall serve the properties described herein for said purposes.

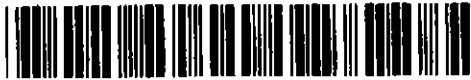
#### **ARTICLE III CONSTRUCTION AND CONDITION OF ROAD**

DECLARANT has constructed a road on the easement described in Exhibit B, page 10, across the properties described in Recital 1. The construction of the road was paid for by DECLARANT.

DECLARANT declares that the road located on the easement described in Exhibit B, page 10, shall be maintained as a gravel or dirt road until such time as the parties to this Declaration, by unanimous consent, determine otherwise. DECLARANT and GRANTEEES declare that said road shall be at all times safe and passable, and maintained at a level of repair

ROAD MAINTENANCE AGREEMENT AND  
EASEMENT – Page 2





equal to or exceeding the level of repair of the road as of the date of the signing of this Declaration.

#### **ARTICLE IV COST ALLOCATION, REPAIRS, MAINTENANCE & IMPROVEMENT**

DECLARANT declares that the cost of the annual road maintenance fee for each parcel will be determined by the Red Hawk Ridge Home Owner's Association and voted on in accordance with section 5.4 of the Declaration of Covenants, Conditions and Restrictions of Red Hawk Ridge Homeowner's Association. The parties agree that any subdivision of any parcel described in Recitals 1 above shall result in the assessment of the above fees to each parcel within the subdivision accessing the road located on the easement located in Exhibit B, page 10.

The costs of repairing and maintaining said road, referred to as Hawkins Way, located on the easement described in Exhibit B, page 10, shall be borne equally by all Owners of property described in Recital 1 above, their heirs, successors and assigns, and by any future Owners of any parcel described in Recital 1. Owners shall vote to establish an annual maintenance and repair costs budget and annual assessments per lot. The nature of said repairs shall include, but not be limited to, removal of fallen trees or other obstacles, the laying of gravel as necessary, and other similar repairs and maintenance.

DECLARANT declares that no expenditures for capital improvements shall be paid without a majority Agreement of the property Owners. Capital improvements, as used herein, shall mean any expenditure in excess of ONE THOUSAND DOLLARS (\$1,000.00).

#### **ARTICLE V ELECTION OF CUSTODIAN**

DECLARANT declares that Red Hawk Ridge Homeowners Association shall be responsible for the collection and disbursement of the fees to be used for the benefit of road maintenance and repairs. The Association shall prepare and distribute an annual income and expense report of funds collected to every Owner of property described in Recital 1 above, beginning in December, 2005.

#### **ARTICLE VI PAYMENT FOR REPAIR, MAINTENANCE OR IMPROVEMENT**

The DECLARANT declares that the Owners of property identified in Recital 1 above shall annually pay an assessment toward the cost of any maintenance, repair or improvement in the amounts set forth in paragraph 4 above. Owners agree to pay said fee directly to the Red Hawk Ridge Homeowners Association, who will deposit funds into an account. Any unpaid assessments shall become delinquent and shall bear interest at the rate of one percent (1%) per



ISLAND COUNTY AUDITOR

EAS

month upon the expiration of ninety (90) days from the date the Owner is advised of the amount of their/her assessment.

## **ARTICLE VII CHANGE IN ASSESSMENT**

DECLARANT declares that the Owners of property described in Recital 1 shall meet annually as members of the Red Hawk Ridge Homeowners Association to review and/or modify the current assessment due from each Owner. Any vote on the amount of the assessment shall be in accordance with the By-Laws of the Red Hawk Ridge Homeowners Association.

## **ARTICLE VIII RECORDING OF LIENS**

Each Owner's assessment or share of the cost of the improvement, repair or maintenance shall create a lien on the property of the Owner in favor of the person or persons advancing the Owner's contribution and may be filed in the office of the Island County Auditor after said assessment becomes delinquent as set forth herein. It is further agreed that said lien shall be subordinate to any and all other liens or encumbrances that may be filed in respect to said property. Such lien may be foreclosed in accordance with R.C.W. 60.04 et.seq.

## **ARTICLE IX RIGHT OF ACCESS**

DECLARANT declares the each Owner of any parcel described in Recital 1 above shall have an unobstructed right of ingress and egress over road located on easement referred to as Hawkins Way and described in Exhibit B, page 10, and shall at all times have full access from said future Owner's parcel to road.

## **ARTICLE X COUNTY RESPONSIBILITY & TERMINATION**

DECLARANT declares that Island County has no responsibility to build, improve, maintain, or otherwise service the private roads contained within or providing service to the above-referenced property. This agreement shall terminate upon the dedication of the road to Island County or to any other municipality which shall agree to maintain it in accordance with the standards herein, or better standards.



ARTICLE XI  
BINDING NATURE OF DECLARATION

Affected parties. Except as otherwise herein provided, each and every easement, right, and privilege contained herein shall run with the land, and shall be binding upon the DECLARANT and his respective successors and assigns, and shall inure to the benefit of the Owners of the properties, persons, and entities referenced above and to their respective successors and assigns.

No Dedication to Public. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the said properties to the general public or for any public use or purpose whatsoever.

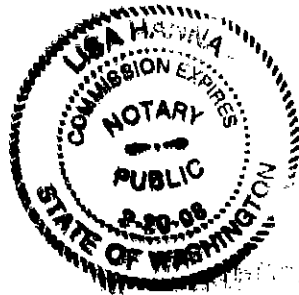
DATED AND SIGNED at Clinton, Washington, this 22<sup>nd</sup> day of October 2004.

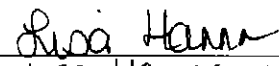
  
Richard W. Hawkins, Jr., DECLARANT

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF ISLAND                    )

I certify that I know or have satisfactory evidence that Richard Hawkins is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act of such party for the uses and purposes mentioned herein.

DATED this 27<sup>th</sup> day of October, 2004.



  
\_\_\_\_\_  
Lisa Hanna  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in Langley  
My commission expires 2/20/08



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10/28/2004 03:53P

ISLAND COUNTY AUDITOR

EAS

**EXHIBIT A****To Declaration of Easement and Road Maintenance****Parcel # R32906-398-2400:**

That portion of the Northwest Quarter of Section 6, Township 29 North, Range 3 East. W.M., Island County, Washington, described as follows:

Commencing at the West Quarter corner of said Section 6;  
Thence South 82deg38'48" East, on an assumed bearing, along the East/West centerline of said Section, a distance of 3224.75 feet to the center of said Section;  
Thence North 05deg02'49" West along the North/South centerline of said Section, a Distance of 1214.04 feet to the POINT OF BEGINNING;  
Thence continuing along said bearing, a distance of 303.51 feet to the Northeast corner Of the Southeast Quarter of the Northwest Quarter of said Section;  
Thence North 84deg 52'47" West, along the North line of said Southeast quarter, a distance of 1482.34 feet, to the Northwest corner of the Southeast Quarter;  
Thence South 03deg09'09" East, along the West line of said Southeast Quarter, a distance Of 289.74 feet;  
Thence South 84deg25'07" East, a distance of 1494.27 feet to the POINT OF BEGINNING.

**Parcel # R32906-373-2030:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
Thence S.03deg 09'09"E., along the West line of said Southeast Quarter, a distance of 289.74 feet to the POINT OF BEGINNING; thence S.84deg25'08"E., a distance of 747.14 feet; then S.04deg06'12"E., a distance of 293.79 feet; thence N.84deg25'08"W., a distance of 752.07 feet to the West line of said Southeast Quarter; thence N.03deg09'09"W., along said West line, a distance of 293.00 feet to the POINT OF BEGINNING.



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ISLAND COUNTY AUDITOR

EAS

### **EXHIBIT A**

#### **To Declaration of Easement and Road Maintenance**

##### **Parcel # R32906-344-2050:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter, a distance of 582.74 feet to the POINT OF BEGINNING; thence S.84deg25'08"E., a distance of 752.07 feet; thence S.04deg06'12"E., a distance of 293.79 feet; thence N.84deg25'08"W., a distance of 756.98 feet to the West line of said Southeast Quarter, thence N.03deg09'09"W., along said West line, a distance of 293.00 feet to the POINT OF BEGINNING.

##### **Parcel # R32906-290-2830**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 875.74 feet; Thence S.84deg25'08"E., a distance of 757.00 feet to The POINT OF BEGINNING; Thence continue Easterly along said line, a distance of 756.98 feet to the East line of said Southeast Quarter of the Northwest Quarter; Thence S.05deg02'49"E., along said East line a distance of 624.75 feet to the Southeast corner of said Southeast Quarter of the Northwest Quarter; Thence N.82deg38'48"W., along said South line, a distance of 771.87 feet; Thence N.04deg06'12"W., a distance of 598.69 feet to the POINT OF BEGINNING.

Containing 458,861.14 square feet or 10.5340 acres, more or less



ISLAND COUNTY AUDITOR

EAS

4116685

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10/20/2004 03:53P

## **EXHIBIT A**

### **To Declaration of Easement and Road Maintenance**

#### **Parcel # R32906-350-2790**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter of the Northwest Quarter a distance of 289.74 feet;

Thence S.84deg25'08"E., a distance of 747.14 feet to the POINT OF BEGINNING;

Thence continue easterly along said line, a distance of 747.14 feet to the East line of said Southeast Quarter,

Thence S.05deg02'49"E., along said East line, a distance of 589.31 feet;

Thence N.84deg25'08"W., a distance of 756.98 feet;

Thence N.04deg06'12"W., a distance of 587.58 feet to the POINT OF BEGINNING.

Situated in Island County, Washington.

#### **Parcel # R32906-299-2070**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at a Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter, a distance of 875.74 feet to the POINT OF BEGINNING;

Thence S.84deg25'08"E., a distance of 757.00 feet; Thence S.04deg06'12"E., a distance of 598.69 feet to the South line of said Southeast Quarter of the Northwest Quarter,

Thence N.82deg38'48"W., along said South Line, a distance of 771.08 feet to the Southwest corner thereof; Thence N.03deg09'09"W., along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 572.95 feet to the POINT OF BEGINNING.

Containing 440,567.84 square feet or 10.1140 acres, more or less.



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10/29/2004 03:53P

ISLAND COUNTY AUDITOR

EAS

**EXHIBIT A**

**To Declaration of Easement and Road Maintenance**

**Parcel # S7025-00-0000D-0:**

Tract D of R. R. McGinnis Plat of Goss Lake according to plat recorded in Volume 4 of Plats, page 14, records of Island County, Washington.

Except that portion lying easterly of the following described line;

Beginning at a point lying on the South line of said Tract D, a distance of 573.62 feet West from the Southeast corner of said Tract D; thence North 6 deg16'56'' West to the Southerly right of way of county road and the terminus of said line.

Situate in the County of Island, State of Washington.



ISLAND COUNTY AUDITOR

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## **EXHIBIT B**

### **To Declaration of Easement and Road Maintenance**

#### **Legal Description Road Easement:**

Commencing at the Southwest corner of Tract D of the R. R. McGinnis Plat of Goss Lake as recorded in Volume 4 of Plats, Page 14, Records of Island County Washington;  
thence N.03deg07'34"W., along the West line of said Tract D, a distance of 195.19 feet to the South line of Lakeside Drive; thence N.72deg11'12"E., along said South line, a distance of 106.85 feet to a point of curve to the left having a radius of 336.89 feet and a central angle of 20deg56'34"; thence northeasterly along said South line and the arc a distance of 123.14 feet to the end of the curve, said point being the POINT OF BEGINNING; thence N.47deg48'12"E., a distance of 40.55 feet; thence S.51deg40'52"E., a distance of 574.37 feet to a point of curve to the right having a radius of 236.40 feet and a central angle of 47deg34'41"; thence southeasterly along the arc a distance of 196.30 feet; thence S.04deg06'12"E., a distance of 1,339.41 feet; thence N.82deg38'48"W., a distance of 40.81 feet; thence N.04deg06'12"W., a distance of 1331.30 feet to a point of curve to the left having a radius of 196.40 feet and a central angle of 47deg34'41"; thence northwesterly along the arc a distance of 163.09 feet; thence N.51deg40'52"W., a distance of 581.05 feet to the POINT OF BEGINNING.

Situated in Island County, Washington.





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ISLAND COUNTY AUDITOR

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## Return Address

The Law Offices of  
Kelly Harvey + Carbone L.L.P.  
PO Box 290  
Clinton, WA 98236

Please print or type information.

## Document Title(s)(or transactions contained therein):

1. Declaration of Covenants, Conditions & Restrictions

## Reference Number(s) of Documents assigned or released:

(on page \_\_\_\_ of document(s))

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

1. Hawkins, Richard

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.

## Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

1. PTN SE 1/4, NW 1/4, Sec. 6, Tsp 29N, R3 E.W.M.  
2. PTN NW 1/4, Sec. 6, Tsp 29N, R3 E.W.M.  
3. Tr. O. RR. McLean's Goss Lake, Vol. 4, Pg. 14

☒ Additional legal is on page 9-12 of document.

## Assessor's Property Tax Parcel/Account Number

- R 32906-398-2400; R 32906-373-2030;  
R 32906-349-2050; R 32906-290-2830; R 32906-350-2740;  
R 32906-299-2070; 57025-00-00000-0

☐ Additional legal is on page \_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



ISLAND COUNTY AUDITOR

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR RED HAWK RIDGE HOMEOWNERS ASSOCIATION  
ISLAND COUNTY, WASHINGTON**

**THIS DECLARATION** is made on the date hereinafter set forth by the owner, hereinafter referred to as DECLARANT, of all the certain real property known as Red Hawk Ridge Estates, in Island County, Washington, hereinafter referred to as "Red Hawk Ridge Estates", and more particularly described in Exhibit A, page 9-12, (sometimes referred to hereinafter as "the Property").

Declarant hereby declares that all of the Property 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 the Property. The covenants shall run with the burden of the Property and shall be binding upon all of the parties having or acquiring any rights, title, or interest in the Property or any part thereof and shall be binding upon their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

1.1 "Declarant" shall mean Richard Hawkins, and his successors, and assigns.

1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any parcel which is a part of the Property, and contract purchasers, excluding those having such interest merely as a security for performance of an obligation and excluding contract sellers.

1.3 "Properties" and "Property" shall mean and refer to all that certain real property described in Exhibit A, page 9-12, and located within Red Hawk Ridge Estates.

1.4 "Red Hawk Ridge Estates" shall mean and refer to all those parcels of land more fully described in Exhibit A, page 9-12, including an equal and undivided interest in the common access roadway, Hawkins Way, from the County Road known as Lakeside Drive to the property described in Exhibit A, page 9-12, and located within Red Hawk Ridge Estates.

1.5 "Association" shall mean and refer to the Red Hawk Ridge Homeowners Association.

1.6 "Developer" shall mean the original owner and his heirs or assigns, of the property herein identified as "Red Hawk Ridge Estates".



1.7 A "parcel" shall be defined as a legally recognized tax parcel.

1.8 Use of the singular herein shall include reference to the plural, and vice versa, and sue of the masculine gender shall include reference to the feminine.

## ARTICLE II

### RESTRICTIONS ON USE OF PROPERTY BY OCCUPANTS

2.1 No Temporary Dwellings. No trailer, basement, camper, tent, shack, garage, barn, or other outbuilding, or any other structure of a temporary character shall be used on any parcel as a permanent residence. Temporary, self-contained dwellings with sanitary facilities used during construction shall be exempt for a period not to exceed twelve (12) months, and must be promptly removed at the conclusion of construction,.

2.2 No Mobile or Manufactured Homes. No mobile homes or manufactured homes shall be permitted as permanent structures. A mobile or manufactured home, for the purposes of these Covenants, shall be defined as set forth in R.C.W. 46.04.302, which states, "*Mobile home or manufactured home* means a structure designed and constructed to be transportable in one or more sections, and is built on a permanent chassis, and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities that include plumbing, heating, and electrical systems contained therein. The structure must comply with the national mobile home construction and safety standards act of 1974 as adopted by chapter 43.22 RCW if applicable. Manufactured home does not include a modular home. A structure which met the definition of a *manufactured home* at the time of manufacture is still considered to meet this definition notwithstanding that it is not longer transportable." This restriction does not include Modular Homes as defined under R.C.W. 46.04.303. A modular home, for purposes of these covenants, shall be defined as set forth in R.C.W. 46.04.303, which states, "*Modular home* means a factory-assembled structure designed primarily for use as a dwelling when connected to the required utilities that include plumbing, heating, and electrical systems contained therein, does not contain its own running gear, and must be mounted on a permanent foundation. A modular home does not include a mobile home or manufactured home."

2.3 Camping. Motor homes, mobile trailers and campers which are self-contained and equipped with sanitary facilities may be used by owners and/or their guests for periods of not more than fourteen (14) consecutive days, provided they are removed from the parcel for a period of not less than thirty (30) days between such periods of use. DECLARANT is except from the timing regulation.

2.4 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Properties subject to this Declaration shall be observed. In the event of any conflict between any provisions of governmental regulations and restrictions of this Declaration, the more restrictive provisions shall apply.



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2.5 Restrictions on Use of Property. No parcel shall be used for any purpose other than a single family residential dwelling or family farming activities. Trade, craft, business, professional, commercial or similar activity are allowed provided such activity is conducted within the residence on the property, has no dedicated customer parking, and is not in conflict with state or county zoning regulations, building regulations, environmental regulations or other similar governmental regulations applicable to the property. No goods, construction equipment, materials or supplies used in connection with any trade, service, or business may be placed outside on any parcel at any time excepting the right of any home builder and/or the Declarant to construct residences on any parcel and to store construction equipment on said parcels in the normal course of any construction. Trucks and cars which are used by the owner while performing an occupation may be parked on the parcel provided they are moved off the parcel on a daily work week basis except during vacations or holidays.

2.6 Restrictions on Storage. No Owner shall store or allow any tenant to store any inoperable trailers, boats, motor homes, recreational vehicles or any disabled or inoperable motor vehicles on the Property, other than completely within an enclosed garage for more than (14) days. Violation shall subject such vehicles to public impound, at the expense and risk of the Owner thereof.

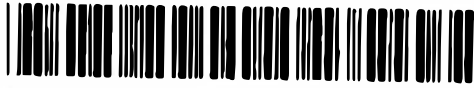
2.7 Derogation of Laws. No owner shall carry on any activity of any nature whatsoever on the Property that is in derogation or violation of the laws or statutes of the State of Washington, County of Island, or other applicable governmental body.

2.8 Construction. All structures shall be of a 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. No prefabricated dwellings used for habitation by humans shall be permitted, including mobile homes, mobile home trailers or manufactured homes. All structures not connected to the dwelling on each parcel must conform in appearance and construction to the residence on such parcel, except for the differences of construction techniques and materials as would be typical in the construction of a metal pole barn or similar outbuilding.

The square footage requirement for residences shall be not less than 1000 square feet. The height of all structures shall not exceed two (2) stories, not including basements.

2.9 Architectural Control. No building or structure of any kind shall be erected, placed on, or altered on any parcel until the construction plans and specifications for said structure, which must identify the exact location of the structure, are submitted to and approved by the Architectural Committee of Red Hawk Ridge.

2.10 Dates of Completion of Construction. The work of construction of all building and structures shall be prosecuted diligently and continuously from commencement of construction until the structures are fully completed and painted. All structures shall be



completed in external appearance, including finishing, painting, or staining, within twelve (12) months from the date of commencement of construction.

2.11 Garbage. No garbage, refuse or rubbish shall be deposited or kept on any parcel, except in suitable covered containers which shall be secured, fastened and protected from animals and screened or obscured from public and neighboring parcels' view and shall be regularly hauled by or for the owner to a public or other suitable dumpsite, not within the Property, except that these containers may be left in an area accessible by a garbage truck or other agency that the parcel owner has contracted with for removal or pickup of said garbage for no more than twenty-four (24) hours. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition. No offensive odor or debris accumulation, including that arising from the presence of accumulated building or automobile materials, shall be permitted. Any burning of debris shall be in full compliance with the regulations or restrictions set forth by Island County, and shall be conducted in such a way as to not transmit noxious odors or fumes to surrounding parcels.

2.12 Parcel Maintenance. Each Owner shall be responsible for maintaining and mowing, if applicable, their own parcel, up to the property line of such parcel and up to the adjacent common access road including road easement, such that the parcel will present an attractive and/or natural appearance at all times.

2.13 Animals. Pets shall be contained, fenced or on leash at all times and shall be maintained in a manner so as not to cause objectionable noise or odor. Owners shall clean up after pets when not on owner's parcel but within the confines of Red Hawk Ridge. No pets with vicious tendencies shall be maintained. Number of pets, other than fish or caged birds, shall be limited to four (4), but only one pet may exceed eighty (80) pounds.

2.14 Signs. No sign of any kind shall be displayed to public view on the Property, except for the following:

2.14.1 A sign, no larger than five (5) square feet, advertising the parcel or unit for sale or rent; or

2.14.2 Signs used by the developer, builder or sales agent to advertise the parcel or unit during construction and sales periods; or

2.14.3 Such signs as may be required by law or by any legal proceeding.

2.15 Parking. Each parcel owner shall provide sufficient parking on his parcel.

2.16 Antennae. Each parcel is limited to no more than three (3) satellite dishes, antennas or transmitters. No radio or television antennae, transmitters or satellite dish shall exceed ten (10) feet above the roof ridge line of a dwelling. No separate towers for such



ISLAND COUNTY AUDITOR

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antennae, transmitters or satellite dish shall be permitted. Any such structure that exceeds the height limitation must be removed at the request of any parcel owner who makes such request and whose view is impaired by said structure.

2.17 Automobile Repair and Maintenance. There shall be no major overhaul repair performed on automobiles or other vehicles. Any automobile or other vehicle deemed to be in an inoperative condition in excess of thirty (30) days and which causes an undesirable effect on the Property may be removed by action of parcel owners and paid for at the expense of parcel owner responsible for presence of said vehicle. No accumulation of debris, fluids or parts from inoperative automobiles or automobiles under repair will be permitted.

2.18 Noise and Nuisance. No loud, obnoxious or offensive noise or activity, as defined under current Island County noise and nuisance ordinances as now exist or hereafter amended, shall be permitted.

### ARTICLE III

#### HEIGHT RESTRICTIONS AND BUILDING ENVELOPES

3.1 Building Height Standards. No structure shall exceed two stories in height. For purposes of clarification, a basement shall not be defined as a story.

3.2 Height Limits on Fencing. Height limits for fencing on all parcels shall be no more than six (6) feet. Fencing materials shall be limited to wood, masonry or ornamental iron.

3.3 Setback. Setbacks shall conform to Island County's minimum standard unless otherwise stated.

3.4 Driveways. Driveways shall be dirt, paved or graveled. Gates may be erected on private driveways and maintained and operated at owner's expense. No gate, with the exception of the already erected main entrance gate into Red Hawk Ridge, shall be erected on the common access road known as Hawkins Way at any time. Said main entrance gate shall be removed if directed by a majority vote of parcel owners of Red Hawk Ridge Homeowners Association, in accordance with paragraph 5.4, or by Declarant once fifty percent (50%) of all initial available parcels are sold.

### ARTICLE IV

#### UTILITIES AND ROADWAYS

4.1 Underground Utilities. All permanent utility systems, gas, electric, cable television, and telephone shall be exclusively underground. All piping must be underground.



ISLAND COUNTY AUDITOR

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4.2 Sewage Disposal. All sewage disposal shall be by means of approved septic systems as authorized by Island County Health Department.

4.3 Easements. Easements for installation, construction, reconstruction and maintenance of utilities and drainage facilities and easements for mandated and decorative plantings are reserved, as shown on the plat of Red Hawk Ridge, or as established by covenant or declaration after the plat has been recorded. No building or any other structure shall be placed on, in or over such an easement.

Parcel owners agree to comply with the terms and conditions of the easements and their related maintenance revisions as set forth therein.

4.3.1 Common Access Roadway. All road maintenance shall be governed by and pursuant to the *Declaration of Easement & Road Maintenance Agreement* recorded with the Island County Auditor on Oct 29, 2004 under AFN # 4116685

4.4 Recreation Vehicles. No recreation vehicles, including motorcycles, mini-bikes or "dirt bikes", all terrain vehicles, "quads", or other similar vehicles will be allowed on roads within the development, common areas, or on the property of others except on the easement road and only when used as the owner's primary source of transportation and not for recreation. No person under the age of 16 shall drive any motorized recreation vehicle of any type as described above on any road within Red Hawk Ridge at any time. Recreation vehicles may be operated on an owners parcel daily between the hours of 11 am and 6 pm only, subject to noise and nuisance restrictions as set forth in paragraph 2.17.

4.5 Road Maintenance, Planting Areas, Entrance Landscaping and Drainage System. Roads, planting areas, entrance landscaping and drainage system shall be maintained from Association dues and shall be the responsibility of the Association.

4.6 Outbuildings. No secondary or "outbuilding" shall be erected, altered, placed or permitted to remain on any parcel with the exception of one (1) garage, either attached or detached, and not exceeding the capacity of storing three (3) vehicles; one (1) barn; or one (1) small building for agricultural use or enclosed dry storage, including boat, trailer, camper or motor home storage.

4.7 Vehicle Parking on Streets. No permanent or continuous parking shall be allowed on streets.

4.8 Exterior Lighting. Exterior lighting shall be used in such a manner that it does not create a negative effect on neighboring houses in the plat.



## ARTICLE V GENERAL PROVISIONS

5.1 Enforcement. The Declarant, and each owner of a parcel subject to this Declaration, shall have the right to enforce, by any proceedings at law or in equity, all Covenants nor or hereafter imposed by the Declaration; provided, however, that the Declarant's right to enforce the Covenants in the Declaration shall terminate at such time as Declarant shall cease to be the owner of a parcel subject to this Declaration. Failure of the Declarant to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do thereafter.

5.2 Severability. Invalidity 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.

5.3 Amendment. The Covenants of this Declaration shall be construed as covenants running with the land and shall be binding upon the heirs, administrators, executors, successors and assigns of the original developers and owners for a term of twenty-five (25) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended within the first three (3) years by an instrument signed by not less two thirds (2/3) of the owners of all parcels in the Development as determined by the voting formula in paragraph 5.4. After three years, this Declaration may be amended by an instrument signed by not less than one half (1/2) of all owners of all parcels within the Development as determined by the voting formula in paragraph 5.4. Any amendment must be recorded. In no event shall any amendment require more onerous restrictions than those herein as to any existing structure unless the same is unanimously approved by the owners.

5.4 Voting. For purposes of voting for the changing, adding or deleting amendments related to this Declaration or for any other issues related to decisions affecting the parcels comprising Red Hawk Ridge, each parcel owner is given one (1) vote per parcel owned. Any owner of multiple parcels will be given one (1) vote for each parcel owned; provided, however, if a parcel is more than five (5) acres in size, the owner shall have an additional vote for each five (5) acres. For purposes of clarification, an owner of 1 parcel, 10 acres in size, would be given 2 votes; an owner of 1 parcel, 15 acres in size, would be given 3 votes, etc. Any change, amendment or deletion of this document or any other, governing the Red Hawk Ridge, or any decision or proposal affecting all parcel owners as a whole (road maintenance, etc.) must be voted on as follows: the parcel owner or owners bringing such change, amendment, deletion or proposal must call a meeting of the parcel owners via certified mail with return receipt requested or via hand delivery of notice, with no less than a twenty (20) day notice. Such meeting may be held earlier if all parcel owners or parcel owners' representative can attend earlier than twenty (20) days. If the parcel owner or parcel owners' representative does not attend the meeting, voting by certified mail, power of attorney, or written proxy shall be permitted, as long as it is received within fourteen (14) days after date of the meeting.






ISLAND COUNTY AUDITOR

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5.5 Property Owners Association. All property owners within Red Hawk Ridge shall be members of the Red Hawk Ridge Homeowners Association. The Red Hawk Ridge Homeowners Association is a non-profit corporation according to the laws and regulations of the state of Washington. Said Association may enforce the Declaration of Covenants, Conditions and Restrictions of Red Hawk Ridge Homeowners Association as written herein or as later amended according to paragraph 5.4 above.

5.6 Attorney's Fees. In the event the Declarant or any property owner shall bring any suit or action to enforce any provision contained in this Declaration or to collect any money due it hereunder or to foreclose a lien, the prevailing party in such suit or action shall pay to the other party, all costs and expenses that said prevailing party shall incur in connection with such suit or action, including title reports and attorneys' fees in such amounts as the court may deem to be reasonable therein, and including attorney's fees incurred in connection with any appeal from a decision of the trial court or any intermediate appellate court.

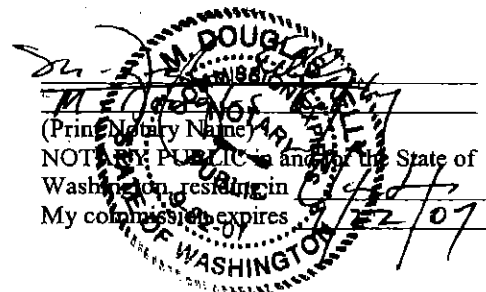
DATED this 27<sup>th</sup> day of October, 2004.

  
Richard W. Hawkins, Jr., Declarant  
Red Hawk Ridge

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Richard Hawkins is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act of such party for the uses and purposes mentioned herein.

DATED this 27 day of Oct, 2004.

  
M. DOUGLAS  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in  
My commission expires 12/22/07



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ISLAND COUNTY AUDITOR

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EXHIBIT A  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RED HAWK RIDGE

**Parcel # R32906-398-2400:**

That portion of the Northwest Quarter of Section 6, Township 29 North, Range 3 East. W.M., Island County, Washington, described as follows:

Commencing at the West Quarter corner of said Section 6;  
Thence South 82deg38'48" East, on an assumed bearing, along the East/West centerline of said Section, a distance of 3224.75 feet to the center of said Section;  
Thence North 05deg02'49" West along the North/South centerline of said Section, a Distance of 1214.04 feet to the POINT OF BEGINNING;  
Thence continuing along said bearing, a distance of 303.51 feet to the Northeast corner Of the Southeast Quarter of the Northwest Quarter of said Section;  
Thence North 84deg 52'47" West, along the North line of said Southeast quarter, a distance of 1482.34 feet, to the Northwest corner of the Southeast Quarter;  
Thence South 03deg09'09" East, along the West line of said Southeast Quarter, a distance Of 289.74 feet;  
Thence South 84deg25'07" East, a distance of 1494.27 feet to the POINT OF BEGINNING.

**Parcel # R32906-373-2030:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
Thence S.03deg 09'09"E., along the West line of said Southeast Quarter, a distance of 289.74 feet to the POINT OF BEGINNING; thence S.84deg25'08"E., a distance of 747.14 feet; then S.04deg06'12"E., a distance of 293.79 feet; thence N.84deg25'08"W., a distance of 752.07 feet to the West line of said Southeast Quarter; thence N.03deg09'09"W., along said West line, a distance of 293.00 feet to the POINT OF BEGINNING.



EXHIBIT A  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RED HAWK RIDGE

**Parcel # R32906-344-2050:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter, a distance of 582.74 feet to the POINT OF BEGINNING; thence S.84deg25'08"E., a distance of 752.07 feet; thence S.04deg06'12"E., a distance of 293.79 feet; thence N.84deg25'08"W., a distance of 756.98 feet to the West line of said Southeast Quarter, thence N.03deg09'09"W., along said West line, a distance of 293.00 feet to the POINT OF BEGINNING.

**Parcel # R32906-290-2830**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 875.74 feet; Thence S.84deg25'08"E., a distance of 757.00 feet to The POINT OF BEGINNING; Thence continue Easterly along said line, a distance of 756.98 feet to the East line of said Southeast Quarter of the Northwest Quarter; Thence S.05deg02'49"E., along said East line a distance of 624.75 feet to the Southeast corner of said Southeast Quarter of the Northwest Quarter; Thence N.82deg38'48"W., along said South line, a distance of 771.87 feet; Thence N.04deg06'12"W., a distance of 598.69 feet to the POINT OF BEGINNING.

Containing 458,861.14 square feet or 10.5340 acres, more or less



ISLAND COUNTY AUDITOR

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EXHIBIT A

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RED HAWK RIDGE

**Parcel # R32906-350-2790**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter of the Northwest Quarter a distance of 289.74 feet;

Thence S.84deg25'08"E., a distance of 747.14 feet to the POINT OF BEGINNING;

Thence continue easterly along said line, a distance of 747.14 feet to the East line of said Southeast Quarter,

Thence S.05deg02'49"E., along said East line, a distance of 589.31 feet;

Thence N.84deg25'08"W., a distance of 756.98 feet;

Thence N.04deg06'12"W., a distance of 587.58 feet to the POINT OF BEGINNING.

Situated in Island County, Washington.

**Parcel # R32906-299-2070**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6. Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at a Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6;

Thence S.03deg09'09"E., along the West line of said Southeast Quarter, a distance of 875.74 feet to the POINT OF BEGINNING;

Thence S.84deg25'08"E., a distance of 757.00 feet; Thence S.04deg06'12"E., a distance of 598.69 feet to the South line of said Southeast Quarter of the Northwest Quarter,

Thence N.82deg38'48"W., along said South Line, a distance of 771.08 feet to the

Southwest corner thereof; Thence N.03deg09'09"W., along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 572.95 feet to the POINT OF BEGINNING.

Containing 440,567.84 square feet or 10.1140 acres, more or less.



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EXHIBIT A  
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR RED HAWK RIDGE

**Legal Description Road Easement:**

Commencing at the Southwest corner of Tract D of the R. R. McGinnis Plat of Goss Lake as recorded in Volume 4 of Plats, Page 14, Records of Island County Washington;

thence N.03deg07'34"W., along the West line of said Tract D, a distance of 195.19 feet to the South line of Lakeside Drive; thence N.72deg11'12"E., along said South line, a distance of 106.85 feet to a point of curve to the left having a radius of 336.89 feet and a central angle of 20deg56'34"; thence northeasterly along said South line and the arc a distance of 123.14 feet to the end of the curve, said point being the POINT OF BEGINNING; thence N.47deg48'12"E., a distance of 40.55 feet; thence S.51deg40'52"E., a distance of 574.37 feet to a point of curve to the right having a radius of 236.40 feet and a central angle of 47deg34'41"; thence southeasterly along the arc a distance of 196.30 feet; thence S.04deg06'12"E., a distance of 1,339.41 feet; thence N.82deg38'48"W., a distance of 40.81 feet; thence N.04deg06'12"W., a distance of 1331.30 feet to a point of curve to the left having a radius of 196.40 feet and a central angle of 47deg34'41"; thence northwesterly along the arc a distance of 163.09 feet; thence N.51deg40'52"W., a distance of 581.05 feet to the POINT OF BEGINNING.

Situated in Island County, Washington.

**Parcel # S7025-00-0000D-0:**

Tract D of R. R. McGinnis Plat of Goss Lake according to plat recorded in Volume 4 of Plats, page 14, records of Island County, Washington.

Except that portion lying easterly of the following described line;

Beginning at a point lying on the South line of said Tract D, a distance of 573.62 feet West from the Southeast corner of said Tract D; thence North 6 deg16'56" West to the Southerly right of way of county road and the terminus of said line.

Situate in the County of Island, State of Washington.

12/17/2019 01:28:43 PM 4477690

Recording Fee \$111.50 Page 1 of 10

Amendment

Island County Washington



Return Name & Address:

Kelly Andt Walker  
M. Douglas Kelly  
P.O. Box 290  
Clinton WA 98236

Please print or type information

Document Title(s) (or transactions contained therein):

1. First Amendment to Declaration of Covenants, Conditions
2. and Restrictions for Red Hawk Ridge  
Island County, Washington

Reference Number(s) – (recording number of document being assigned, released, re-recorded, etc.)

AFN# 4116686

Grantor – (seller, assignor, signator)

1. Red Hawk Ridge
- 2.
- 3.

Additional names on page \_\_\_\_ of document.

Grantee – (buyer, assignee, notice given to)

1. The Public
- 2.
- 3.

Additional names on page \_\_\_\_ of document.

Legal Description – Abbreviated: i.e. lot/block/plat or section/township/range & quarter/quarter

See page \_\_\_\_ for full legal.

Assessor's Tax Parcel Number

Additional parcel numbers on page \_\_\_\_

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR RED HAWK RIDGE  
ISLAND COUNTY, WASHINGTON**

**RECITALS**

1. The Declaration of Covenants, Conditions and Restrictions for Red Hawk Ridge (hereinafter the "Declaration") was recorded on October 20, 2004, under Island County Auditor File Number 4116686.
2. The Declaration contained a recently discovered clerical error in Article 5 Section 5.6 regarding the payment of attorneys' fees to the prevailing party who was required to bring an action to enforce any of the terms of the Declaration, and prevailed in the action.
3. The Owners of properties within Red Hawk Ridge Estates desire to correct the clerical error and reaffirm all other terms of the Declaration.

Now, Therefore, the Owners (hereinafter referred to as "Grantors"), of real properties known as Red Hawk Ridge Estates in Island County, Washington, (hereinafter referred to as Red Hawk Ridge Estates), and more particularly described in Exhibit A, pages 5 – 8 (and sometimes referred to hereinafter as "the Property"), make this First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Red Hawk Ridge.

Grantors, who are Declarants herein, declare that all of the Property shall be held, sold, and conveyed subject to the following First Amendment to the Declaration as set forth herein. The covenants contained shall run with and burden the Property, and shall be binding upon all of the parties having or acquiring any rights, title, or interest in the Property or any part thereof and shall be binding upon their heirs, successors, and assigns, and shall inure to the benefit of each owner hereof:

The Declaration is amended as follows:

The existing Section 5.6 Attorneys Fees in the Declaration is deleted in its entirety.

A new Section 5.6 Attorneys Fees is inserted in its place in the Declaration as follows:

5.6 Attorneys Fees. In the event the Declarants or any other property owner shall bring any suit or action to enforce any provision contained in this Declaration or to collect any money due it hereunder or to foreclose a lien, the prevailing party in such suit or action shall recover from the other party/parties, all costs and expenses that said prevailing party shall incur in connection with such suit or action, including title reports and attorneys' fees in such amounts as the court may deem to be reasonable therein, and including attorneys' fees incurred in connection with any appeal from a decision of the trial court, or any intermediate appellate court.

All other terms and conditions of the Declaration shall remain unchanged and are affirmed in their entirety.

DATED this 18 day of October 2019.

Richard W. Hawkins, Jr. TRTEE 10/18/19  
Richard W. Hawkins, Jr., Surviving Trustee  
The Hawkins Family Living Trust, dated August 27, 2004

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Richard W. Hawkins, Jr., 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 the Trustee of The Hawkins Family Living Trust, dated August 27, 2004, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date this 18 day of October, 2019



Cheryl Sagmeister  
Cheryl Sagmeister  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in Langley  
My Commission Expires 10-11-21



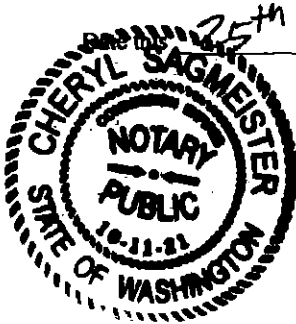
SPINNAKER PROPERTIES, LLC, a limited liability company

Marlane Harrington  
Marlane Harrington, Manager

Mark Harrington  
Mark Harrington, Manager

STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF ISLAND        )

I certify that I know or have satisfactory evidence that Marlane Harrington and Mark Harrington are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath, stated that they were authorized to execute the instrument, and acknowledged it, as the Managers of Spinnaker Properties, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



25<sup>th</sup> day of October, 2019

Cheryl Sagmeister  
Cheryl Sagmeister  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in Langley.  
My Commission Expires 10-11-21

\_\_\_\_\_  
Douglas B. Fulton

STATE OF WASHINGTON     )  
                                      ) ss.  
COUNTY OF ISLAND        )

I certify that I know or have satisfactory evidence that Douglas B. Fulton, a single person, is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned herein.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

SPINNAKER PROPERTIES, LLC, a limited liability company

\_\_\_\_\_  
Marlane Harrington, Manager

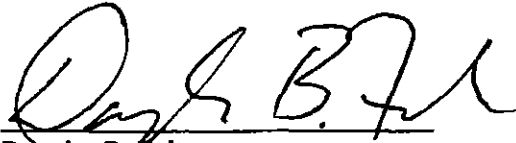
\_\_\_\_\_  
Mark Harrington, Manager

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF ISLAND     )

I certify that I know or have satisfactory evidence that Marlane Harrington and Mark Harrington are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath, stated that they were authorized to execute the instrument, and acknowledged it, as the Managers of Spinnaker Properties, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

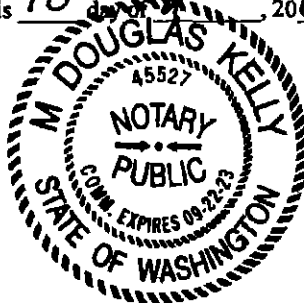
\_\_\_\_\_  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_


  
\_\_\_\_\_  
Douglas B. Fulton

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF ISLAND     )

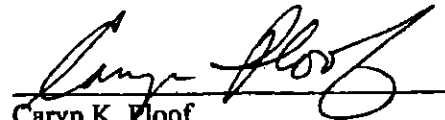
I certify that I know or have satisfactory evidence that Douglas B. Fulton, a single person, is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned herein.

DATED this 10 day of July, 2019



  
\_\_\_\_\_  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in 61117  
My commission expires 9/22/23

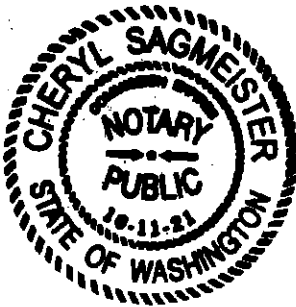
  
Chris R. Ploof


  
Caryn K. Ploof

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF ISLAND     )

I certify that I know or have satisfactory evidence that Chris R. Ploof and Caryn K. Ploof, a married couple, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned herein.

DATED this 12<sup>th</sup> day of Dec., 2019



  
Cheryl Sagmeister  
(Print Notary Name)  
NOTARY PUBLIC in and for the State of  
Washington, residing in Langley  
My commission expires 10-11-21

**Parcel 1: S7025-00-0000D-0**

**Owned by The Hawkins Family Living Trust, dated August 27, 2004**

**Legal Description:**

Tract D of Plat R.R McGinnis Plat of Goss Lake, as per plat recorded in Volume 4 of Plats, page 14-17, records of Island County, Washington.

EXCEPT that portion lying Easterly of the following described line:

Beginning at a point lying on the South line of said Tract D, a distance of 573.62 feet West from the Southeast corner of said Tract D;

thence North 6°16'56" West to the Southerly right of way of county road and the terminus of said line.

Situate in the County of Island, State of Washington.

**Parcel 2: R32906-402-2010 (formerly part of R32906-398-2400)**

**Owned by SPINNAKER PROPERTIES LLC**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6; thence South 03°09'09" East, along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 289.74 feet, to the Point of Beginning;

thence South 84°25'08" East, a distance of 747.14 feet;

thence North 04°06'12" West, a distance of 296.57 feet to the North line of said Southeast Quarter of the Northwest Quarter;

thence North 84°52'47" West, along said North line, a distance of 741.27 feet to the Point of Beginning.

**Parcel 3: R32906-373-2030**

**Owned by SPINNAKER PROPERTIES LLC**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6; thence South 03°09'09" East, along the West line of said Southeast Quarter, a distance of 289.74 feet to the Point of Beginning;

thence South 84°25'08" East, a distance of 747.14 feet;

thence South 04°06'12" East, a distance of 293.79 feet;  
thence North 84°25'08" West, a distance of 752.07 feet to the West line of said Southeast Quarter;  
thence North 03°09'09" West, along said West line, a distance of 293 feet to the Point of Beginning.

**Parcel 4: R32906-344-2050**

**Owned by FULTON, DOUGLAS B**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
thence South 03°09'09" East, along the West line of said Southeast Quarter, a distance of 582.74 feet to the Point of Beginning;

thence South 84°25'08" East, a distance of 752.07 feet;  
thence South 04°06'12" East, a distance of 293.79 feet;  
thence North 84°25'08" West, a distance of 756.98 feet to the West line of said Southeast Quarter;  
thence North 03°09'09" West, along said West line, a distance of 293 feet to the Point of Beginning.

**Parcel 5: R32906-314-2070 (formerly part of R32906-299-2070)**

**Owned by The Hawkins Family Living Trust, dated August 27, 2004**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 65, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
thence South 03°09'09" East, along the West line of said Southeast Quarter, a distance of 875.74 feet to the Point of Beginning;

thence South 84°25'08" East, a distance of 756.98 feet;  
thence South 04°06'12" East, a distance of 299.34 feet;  
thence North 83°31'29" West, a distance of 763.95 feet, more or less, to the West line of said Southeast Quarter of the Northwest Quarter;  
thence North 03°09'09" West, along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 286.48 feet to the Point of Beginning.

**Parcel 6: R32906-285-2080 (formerly part of R32906-299-2070)**

**Owned by The Hawkins Family Living Trust, dated August 27, 2004**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 65, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6; thence South 03°09'09" East, along the West line of said Southeast Quarter, a distance of 875.74 feet to the Point of Beginning;

thence South 84°25'08" East, a distance of 756.98 feet;

thence South 04°06'12" East, a distance of 598.69 feet to the South line of said Southeast Quarter of the Northwest Quarter;

thence North 82°38'48" West along said South line, a distance of 771.08 feet to the Southwest corner thereof;

thence North 03°09'09" West, along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 572.95 feet to the Point of Beginning.

**Parcel 7: R32906-290-2820 (formerly R32906-290-2830)**

**Owned by The Hawkins Family Living Trust, dated August 27, 2004**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6; thence South 03°09'09" East, along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 875.74 feet; thence South 84°25'08" East, a distance of 757.00 feet to the Point of Beginning;

thence continue Easterly along said line, a distance of 756.98 feet, to the East line of said Southeast Quarter of the Northwest Quarter;

thence South 05°02'49" East, along said East line, a distance of 624.75 feet, to the Southeast corner of said Southeast Quarter of the Northwest Quarter;

thence North 82°38'48" West, along said South Line, a distance of 771.87 feet;

thence North 04°06'12" West, a distance of 598.69 feet to the Point of Beginning.

**Parcel 8: R32906-350-2780 (formerly R32906-350-2790)**

**Owned by The Hawkins Family Living Trust, dated August 27, 2004**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 6; thence South 03°09'09" East, along the West line of said Southeast Quarter of the Northwest Quarter a distance of 289.74 feet; thence South 84°25'08" East, a distance of 747.14 feet, to the Point of Beginning;

thence continue easterly along said line, a distance of 747.14 feet to the East line of said Southeast Quarter;

thence South 05° 02' 49" East, along said East line a distance of 589.31 feet;

thence North 84° 25' 08" West, a distance of 756.98 feet;

thence North 04° 06' 12" West, a distance of 587.58 feet to the Point of Beginning.

**Parcel 9: R32906-395-2750 (formerly part of R32906-398-2400)**

**Owned by PLOOF, CHRIS R & CARYN K PLOOF**

**Legal Description:**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6; thence South 84°25'08" East, along the North line of said Southeast Quarter of the Northwest Quarter, a distance of 741.27 feet to the Point of Beginning;

thence South 04°06'12" East, a distance of 296.57 feet;

thence South 84°25'08" East, a distance of 747.14 feet, to the East line of said Southeast Quarter of the Northwest Quarter;

thence North 05° 02' 49" East, along said East line a distance of 303.51 feet to the North line of said Southeast Quarter of the Northwest Quarter;

thence North 84°52'47" West, along said North line, a distance of 741.07 feet to the Point of Beginning.

**EXCISE TAX EXEMPT**

Richard W Hawkins  
Po Box 268  
Freeland, WA 98248

MAY 07 2013

Ana Maria d. Nunez, CPA  
Island County Treasurer  
MULTI 4339242

05/07/2013 03:02:17 PM  
Recording Fee \$147.00 Page 1 of 4  
RCR,ERS  
Island County Washington



**WATER USERS AGREEMENT**  
**Conditions, Easements, and Restrictions**

**OWNERSHIP OF THE WELL AND WATERWORKS**

It is agreed by the parties that each of said parties shall be and is hereby granted an interest in and to the use of the well and water system to be constructed. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

The following parcels have the right of usage of this water source:

[GOSS LAKE TR D EX PT LY ELY FOLL DESC LN: BG PT LY ON SLN TR D 573.62' FR  
SECR TR D N06\*W TO SLY R/W CO RD & TERM SD LN (SEG'D 0000D 1)];  
Island County Tax Parcel: **S7025-00-0000D-0**,

N/2 OF ALL PT SE NW DESC: BG NWCR SE NW S03\*E ALG WLN SD SE 875.74' TPB  
S84\*E757' S04\*E598.69' TO SLN SD SE NW N82\*W ALG SD SLN 771.08' TO SWCR N03\*W  
ALG WLN SD SE NW 572.95' TPB;  
Island County Tax Parcel: **R32906-314-2070**;

S/2 OF ALL PT SE NW DESC: BG NWCR SE NW S03\*E ALG WLN SD SE 875.74' TPB  
S84\*E757' S04\*E598.69' TO SLN SD SE NW N82\*W ALG SD SLN 771.08' TO SWCR N03\*W  
ALG WLN SD SE NW 572.95' TPB;  
Island County Tax Parcel: **R32906-285-2080**;

PT SW NE DESC FOLL: BG NWCR SE NW S84\*E ALG NLN SD SE NW 741.27' TPB  
S04\*E296.57' S84\*E747.14' TP ELN SE NW N05\*W ALG SD ELN 303.51' TO NLN SE NW  
N84\*W ALG SD NLN SE NW N84\*W ALG SD NLN 741.07' TPB;  
Island County Tax Parcel: **R32906-395-2750**;

PT SE NW DESC FOLL: BG NWCR SE NW S03\*E ALG WLN SE NW 289.74' S84\*E747.14'  
TPB ELY ALG SD LN 747.14' TO ELN SE S05\*E589.31' N84\*W756.94' N04\*W587.58' TPB;  
Island County Tax Parcel: **R32906-350-2780**;

PT SE NW DESC FOLL: BG NWCR SE NW S03\*E ALG WLN SE NW 875.74' S84\*E757' TPB  
ELY ALG SD LN 756.98' TO ELN SE NW S05\*E ALG SD ELN 624.75' TO SECR SE NW  
N84\*W ALG SD SLN 771.87' N04\*W598.69' TPB;  
Island County Tax Parcel: **R32906-290-2820**;

PT SE NW DESC FOLL: BG NWCR SE NW S03\*E ALG WLN SD SE NW 289.57'  
S84\*E747.14' N04\*W296.57' TO NLN SD SE NW N84\*W ALG SD NLN 741.27' TPB;  
Island County Tax Parcel: **R32906-402-2010**;

and

PT SE NW DESC: BG NWCR OF SE NW S3\*E ALG WLN SD SE/4 289.74' TPB S84\*E747.14'  
S4\*E293.79' N84\*W752.07' TO WLN OF SD SE N3\*W ALG SD WLN 293' TPB;  
Island County Tax Parcel: **R32906-373-2030**.

Legal owners: **RICHARD W HAWKINS JR, TTEE and SHARON L HAWKINS, TTEE**



**COST OF MAINTENANCE OF WATER SYSTEM**

Each party hereto covenants and agrees that they shall share the maintenance and operational costs of the well and water system herein described. Each user shall have an individual meter installed on the service line serving that party's Benefited Property, as a condition of continued or new water service by the Purveyor.

The owners shall set the periodic water use charge at, and adjust it to, a rate which will encourage conservation and discourage overuse. The initial periodic charge for use of water from the Water System shall be: \$40 for use of 0 to 9000 gallons per month; \$2.75 for use of each 1000 gallons or any part thereof, from 9,000 to 12,000 gallons per month; plus, \$3.50 for use of each one thousand gallons, or any part thereof, beyond 12,000 gallons per month.

For example: if in a one month period the individual meter recorded 13,250 gallons of water used, the rate would be:

\$40 base rate

\$2.75 x 3 = \$8.25 (for 9,000 - 10,000, 10,000-11,000, and 11,000-12,000) and

\$3.50 x 2 = \$7.00 (for 12,000- 13,000, 13,000 - 13,250 [part of 1,000 gallons])

Total \$55.25

The owners may increase the periodic water use charge once every six months subsequent to the date on which this agreement becomes effective, upon thirty (30) days written notice to all Users, by a maximum of ten percent (10%) of the periodic use charge existing immediately prior to the increase.

Any sums received for periodic use on the basis of metered readings, or otherwise in relation to water use, shall be deposited into a reserve account which shall be established at a local banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

**WATER CONSERVATION & WATER USE LIMITATIONS**

Each party hereto agrees that they shall limit their maximum daily withdrawal of water from the system to 600 gallons per day. Once the seventh connection is made to the system, the source and individual meters will be read monthly and reported quarterly to the Island County Health Department to ensure that this limit is not exceeded. Conservation of water shall be encouraged in conformance with guidelines established by the Washington State Department of Health. Outdoor water use can be minimized by limiting turf area per lot, limiting watering to hours when evaporation is lowest, selecting low water demand plants and landscaping techniques, and/or using drip irrigation and hand watering. Indoor water use can be minimized by installing water saving fixtures and reducing system water pressure to 45 psi.

**RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES**

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties or dwelling without prior consent of all signed properties and written approval from the Island County Health Department or appropriate regulatory agency.

**EASEMENT OF PUMP HOUSE**

There shall be an easement for the purpose of maintaining or repairing the pump house, treatment system, booster pumps, storage reservoirs and appurtenances thereto. This easement shall be a 30' x 30' area. The northwest corner of this area will be located 300' south of the northwest corner of parcel R32906-290-2820. The west edge of the pump house area will correspond to the already established eastern edge of the road and utility easement on this parcel. Said easement shall allow the installation of a pump house, pumps, water storage reservoirs, pressure tanks, treatment system, and anything necessary to the operation of the water system.

There shall be a temporary pump house easement for the purpose of maintaining or repairing the pump controls, treatment pressure tanks and appurtenances thereto, within 20 feet of the center of the existing pump house on parcel R32906-350-2780. The existing pump house is



located approximately 120 feet north and 55 feet east of the southwest corner of said parcel. Said easement shall allow the installation of a pump house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system. This temporary easement shall be extinguished when the permanent pump house located on the easement described above is placed into service.

#### **EASEMENT OF WELL SITE**

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. The well is located on parcel R32906-350-2780. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

#### **WATER LINE & WELL ACCESS EASEMENTS**

An easement will be established for the use and purpose of conveying water from the well to the properties served by the water system. Said easement shall be fifteen (15) feet in width and will be established for a strip of land that runs westerly from the existing well head to the road and utility easement established for Hawkins Way. A temporary easement is also established for the existing waterline that runs approximately south southwest starting at the designated well site to the existing temporary pump house described above. The temporary waterline easement will also extend westerly from the existing temporary pump house to Hawkins Way. These temporary easements shall be extinguished when the permanent pump house located on the easement described above is placed into service. This easement impacts parcel R32906-350-2780. These easements shall extend on, over, across, and underneath said designated strips of land. No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

This water line easement established in the paragraph above shall also be used by the served parties to gain access to the well site and water system components for the purpose of maintaining, repairing, testing, or observation of the water system.

#### **MAINTENANCE AND REPAIR OF PIPELINES**

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the Health Officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drainfield lines.

#### **WATER SYSTEM PURVEYOR**

Richard Hawkins is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Island County Code Section 8.09 and the handling of emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address, and telephone number to the Washington State Department of Health. This information should be submitted and kept current through the Water Facilities Inventory Form. The purveyor shall organize and maintain the water system records and notify the appropriate regulatory body (State DOH or ICHD) and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 246-291, Department of Ecology Regulations, Island County Code 8.09 requirements and other applicable rules and requirements. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

#### **PROVISIONS FOR CONTINUATION OF WATER SERVICE**

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with public water supply requirements of the State of Washington and

Recording Fee \$147.00 Page 4 of 4  
AGR.EAS  
Island County Washington

Island County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer or appropriate regulatory agency, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Health Officer or appropriate regulatory agency. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

#### FUTURE MANAGEMENT

Approval of this public water system by the health jurisdiction was conditioned by future management or ownership by a state approved Satellite Management Agency. Health Jurisdictions may enforce this provision if the system is not able to meet financial viability or other operating requirements.

#### HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

#### ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of 10% per annum together with all collection fees.

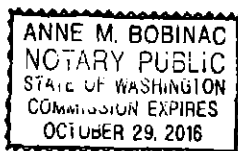
Dated this 7th day of may, 2013

RICHARD W. HAWKINS JR.  
RICHARD W. HAWKINS JR.

SHARON L. HAWKINS  
SHARON L. HAWKINS

State of Washington )  
County of Island )ss

I, The undersigned, A notary Public in and for the above named County and State, do hereby certify that on this 7th day of may, 2013, personally appeared before me Richard W & Sharon L Hawkins to me known to be the individual was described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Anne M Bobinac  
Notary Public in and for the State of Washington,  
residing at Freeland, WA



Robert E. Brewster  
PO Box 756  
Freeland, WA 98249

### AMENDED WATER AGREEMENT

Grantor: Richard W. Hawkins, Jr., Trustee, Red Hawk Ridge Homeowners Association  
Grantee: The Public  
Legal Descriptions (abbrev.): Tract D, R.R. McGinnis, V4, PP 14-17; Ptns. SE NW, S6, T29N, R3E WM  
Full Legal Descriptions on pages 5, 6, 7, and 8 of this document  
Assessor's Tax Parcel Nos.: S7025-00-0000D-0, R32906-402-2010, R32906-373-2030, R32906-314-2070, R32906-285-2080, R32906-395-2750, R32096-350-2780, R32906-290-2820  
Reference No. of Document Amended: 4339242

This instrument ("Amendment") is made and entered into this 23<sup>rd</sup> day of January, 2018, by and between RICHARD W. HAWKINS, Jr., as sole Trustee of the Hawkins Family Living Trust, dated August 27, 2004 ("Hawkins"); and, the RED HAWK RIDGE HOMEOWNERS ASSOCIATION, a Washington, non-profit corporation ("Association").

#### Recitals

Hawkins owns Island County, Washington, real property (eight tax parcels, collectively, the "Hawkins Properties") which is designated by tax parcel number and legally described on the attached Exhibit "A", which is incorporated herein by this reference.

By instrument entitled WATER USERS AGREEMENT Conditions. Easements and Restrictions ("Water Agreement") dated May 7, 2013, and recorded May 7, 2013, under Island County, Washington, Auditor's File No. 4339242, Hawkins and a co-trustee, Sharon L. Hawkins, provided for domestic

water service to each of the Hawkins Properties, from a well to be drilled, as part of a water system ("Water System") to be constructed in the future. The Water System currently is operational and is owned entirely by Hawkins, as owner of all of the Hawkins Properties.

Hawkins, currently is the sole member, officer and director of the Association, whose members consist of individual owners (currently, only Hawkins) of the Hawkins Properties.

Hawkins has now decided to amend the Water Agreement in various ways, including the addition of a requirement that the Association accept transfer of ownership of the Water System, at Hawkins' election, in the future; and, the Association has agreed to accept that ownership transfer.

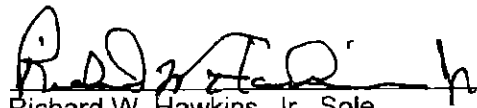
The parties further have agreed and desire to reduce the terms and conditions of this Amendment to writing, as set forth below.

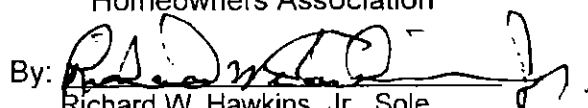
Now, Therefore, in consideration of the recitals set forth above, the covenants set forth below and the benefits to be derived by them from this Amendment, Hawkins and the Association, as applicable, covenant, agree, grant, convey and transfer, follows:

1. Hawkins, as owner of all of the Hawkins Properties and without monetary consideration, hereby grants, conveys and transfers Water System ownership to Hawkins, as personal property, along with any existing easements related to the Water System.
2. Any party acquiring ownership from Hawkins of one of the Hawkins Properties shall, upon such party's request, be granted a hook-up to the Water System, but only upon payment to Hawkins of a hook-up fee (currently, \$10,000). Such hook-up fee shall be assessed by and shall be paid to Hawkins, in an amount solely within Hawkins' discretion, as Water System owner.
3. At any time, Hawkins may, by bill of sale ("Bill of Sale"), transfer ownership of the Water System to the Association, which shall accept such ownership transfer. Such transfer shall be effective upon recording of the Bill of Sale at the Island County, Washington, Auditor's office. Upon such recording, the Association shall acquire all rights and shall assume all duties of Hawkins, as Water System owner, under the Water Agreement, this Amendment, any other amendment in effect at the time of such transfer and applicable law.

4. Unless and until any owner (including all co-owners) of one of the Hawkins Properties has purchased a hook-up to the Water System and requested that such property be physically connected to the Water System, such party shall not be required to pay any costs related to the Water System, including, but not limited to, maintenance, repair, replacement, operational or administrative costs. All such costs shall be borne, in equal shares, by the parties whose properties have physically connected to a Water System main line.
5. In addition to payment of maintenance, repair, replacement, operational and administrative costs associated with the Water System, each party whose real property has been (at such party's request) physically connected to the Water System shall pay an equal share of the fees and costs of any Satellite Management Agency hired by the Water System owner.
6. This Amendment shall bind and inure to the benefit of any successors, assigns or transferees of the parties hereto and the benefits and burdens thereof shall attach to and run with the land, or any portion thereof, which is described above as the Hawkins Properties.
7. Promptly after its execution, this Amendment shall be recorded at the office of the Island County, Washington, Auditor. Any inconsistent terms and provisions of the Water Agreement shall be superseded by the terms and provisions of this Amendment. Except as expressly altered by or otherwise inconsistent with the terms and provisions of this Amendment, all terms and provisions of the Water Agreement shall remain in full force and effect.
8. The effective date of this Amendment shall be the month, day and year first written above.

In Witness Whereof, the parties to this Amendment have executed it below.

  
Richard W. Hawkins, Jr., Sole  
Trustee of the Hawkins Family  
Living Trust, dated August 27, 2004

Red Hawk Ridge  
Homeowners Association  
By:   
Richard W. Hawkins, Jr., Sole  
Trustee of the Hawkins Family  
Living Trust, dated August 27, 2004,  
President

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Richard W. Hawkins, Jr., 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 the Sole Trustee of the Hawkins Family Living Trust, Dated August 27, 2004, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 23, 2018



*Gloria L. Brewster*

Notary Public in and for the  
 State of Washington  
 My appointment expires: June 22, 2018

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF ISLAND )

I certify that I know or have satisfactory evidence that Richard W. Hawkins, Jr., 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 the Sole Trustee of the Hawkins Family Living Trust, Dated August 27, 2004, in his capacity as the President of the Red Hawk Ridge Homeowners Association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 23, 2018



*Gloria L. Brewster*

Notary Public in and for the  
 State of Washington  
 My appointment expires: June 22, 2018

**Exhibit "A"**  
**(Hawkins Properties)**

**PARCEL 1: S7025-00-0000D-0**

Tract D of Plat of R.R. McGinnis Plat Of Goss Lake, as per plat recorded in Volume 4 of Plats, page 14 - 17, records of Island County, Washington.

EXCEPT that portion lying Easterly of the following described line:

Beginning at a point lying on the South line of said Tract D, a distance of 573.62 feet West from the Southeast corner of said Tract D;  
thence North 6°16'56" West to the Southerly right of way of county road and the terminus of said line.

**PARCEL 2: R32906-402-2010**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
thence South 03°09'09" East, along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 289.74 feet;  
thence South 84°25'08" East, a distance of 747.14 feet;  
thence North 04°06'12" West, a distance of 296.57 feet to the North line of said Southeast Quarter of the Northwest Quarter;  
thence North 84°52'47" West, along said North line, a distance of 741.27 feet to the point of beginning.

**PARCEL 3: R32906-373-2030**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
thence South 03°09'09" East, along the West line of said Southeast Quarter, a distance of 289.74 feet to the point of beginning;



thence South 84°25'08" East, a distance of 747.14 feet;  
thence South 04°06'12" East, a distance of 293.79 feet;  
thence North 84°25'08" West, a distance of 752.07 feet to the West line of  
said Southeast Quarter;  
thence North 03°09'09" West, along said West line, a distance of 293.00 feet  
to the point of beginning.

**PARCEL 4: R32906-314-2070**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6,  
Township 29 North, Range 3 East, of the Willamette Meridian, described as  
follows:

Commencing at the Northwest corner of the Southeast Quarter of the  
Northwest Quarter of said section 6;  
thence South 03°09'09" East, along the West line of said Southeast Quarter,  
a distance of 875.74 feet to the point of beginning;  
thence South 84°25'08" East, a distance of 756.98 feet;  
thence South 04°06'12" East, a distance of 299.34 feet;  
thence North 83°31'29" West, a distance of 763.95 feet, more or less, to the  
West line of said Southeast Quarter of the Northwest Quarter;  
thence North 03°09'09" West, along the West line of said Southeast Quarter  
of the Northwest Quarter, a distance of 286.48 feet to the point of beginning.

**PARCEL 5: R32906-285-2080**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6,  
Township 29 North, Range 3 East, of the Willamette Meridian, described as  
follows:

Commencing at the Northwest corner of the Southeast Quarter of the  
Northwest Quarter of said Section 6;  
thence South 03°09'09" East, along the West line of said Southeast Quarter,  
a distance of 875.74 feet to the point of beginning;  
thence South 84°25'08" East, a distance of 756.98 feet;  
thence South 04°06'12" East, a distance of 598.69 feet to the South line of  
said Southeast Quarter of the Northwest Quarter;  
thence North 82°38'48" West, along said South line, a distance of 771.08 feet  
to the Southwest corner thereof;  
thence North 03°09'09" West, along the West line of said Southeast Quarter  
of the Northwest Quarter, a distance of 572.95 feet to the point of beginning.

EXCEPT that portion described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said section 6;  
 thence South 03°09'09" East, along the West line of said Southeast Quarter, a distance of 875.74 feet to the point of beginning;  
 thence South 84°25'08" East, a distance of 756.98 feet;  
 thence South 04°06'12" East, a distance of 299.34 feet;  
 thence North 83°31'29" West, a distance of 763.95 feet, more or less, to the West line of said Southeast Quarter of the Northwest Quarter;  
 thence North 03°09'09" West, along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 286.48 feet to the point of beginning.

**PARCEL 6: R32906-395-2750**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
 thence South 84°52'47" East, along the North line of said Southeast Quarter of the Northwest Quarter, a distance of 741.27 feet to the point of beginning;  
 thence South 04°06'12" East, a distance of 296.57 feet;  
 thence South 84°25'08" East, a distance of 747.14 feet to a point on the East line of said Southeast Quarter of the Northwest Quarter;  
 thence North 05°02'49" West, along said East line, a distance of 303.51 feet to the North line of said Southeast Quarter of the Northwest Quarter;  
 thence North 84°52'47" West, along said North line a distance of 741.07 feet to the point of beginning.

**PARCEL 7: R32096-350-2780**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East, of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
 thence South 03°09'09" East, along the West line of said Southeast Quarter of the Northwest Quarter a distance of 289.74 feet;  
 thence South 84°25'08" East, a distance of 747.14 feet to the point of beginning;

thence continue Easterly along said line, a distance of 747.14 feet to the East line of said Southeast Quarter;  
thence South 05°02'49" East, along said East line, a distance of 589.31 feet;  
thence North 84°25'08" West, a distance of 756.98 feet;  
thence North 04°06'12" West, a distance of 578.58 feet to the point of beginning.

**PARCEL 8: R32906-290-2820**

All that part of the Southeast Quarter of the Northwest Quarter of Section 6, Township 29 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 6;  
thence South 03°09'09" East, along the West line of said Southeast Quarter of the Northwest Quarter, a distance of 875.74 feet;  
thence South 84°25'08" East, a distance of 756.98 feet to the point of beginning;  
thence continue Easterly along said line, a distance of 756.98 feet to the East line of said Southeast Quarter of the Northwest Quarter;  
thence South 05°02'49" East, along said East line a distance of 624.75 feet to the Southeast corner of said Southeast Quarter of the Northwest Quarter;  
thence North 82°38'48" West, along said South line, a distance of 771.87 feet;  
thence North 04°06'12" West, a distance of 598.69 feet to the point of beginning.

ALL situate in the County of Island, State of Washington.

End of Exhibit "A"