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AGREE

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SAN JUAN COUNTY, WASHINGTON
F. MAERNE HEMLEY, AUDITOR
CNDPM

Return Address:
James T. Hopkins
Nordic Islands, LLC
1601 Fifth Avenue, Suite 2500
Seattle, WA 98101

Please print or type information. WASHINGTON STATE RECORDER'S COVER SHEET (RCW 65.04)

Document Title(s) (or transactions contained therein) (fill area applicable to your document and file it in)	
1. Declaration of Maintenance and Use Agreement for Southridge View Plat	
Reference Number(s) of Documents assigned or release: N/A	
Additional reference #'s on page of document	
Grantor(s) (Last name first, then first name and initials)	
1. Nordic Islands, LLC	
2.	
3.	
Grantee(s) (Last name first, then first name and initials)	
1. Nordic Islands, LLC	
Additional names on page of document	
Legal Description (abbreviated, i.e. lot, block, plat or section, township, range)	LOTS 1, 2, 3, 4 and OPEN SPACE OF SOUTHRIDGE VIEW LOTS SHORT PLAT, Section 21, Township 35, Range 1, W.M.
Additional legal is on pages Exhibit A of document	
Assessor's Property Tax Parcel/Account Number	
Tax Parcel No. 152111005, 152111006, 152111007, 152111008, 152111009	
Assessor Tax # not yet assigned.	
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.	

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DECLARATION OF MAINTENANCE AND USE AGREEMENT FOR
SOUTHRIDGE VIEW PLAT

THIS DECLARATION is dated for reference purposes October 12, 2007 and is made by Nordic Islands, LLC, a Washington limited liability company, ("Declarant").

RECITALS

Declarant is the owner of the real property on Declarant Island, San Juan County, State of Washington, legally described in Exhibit A ("Property"), which consists of four residential lots and the Open Space as set forth in the Short Plat of Southridge View Lots, recorded in Vol. 6 of Short Plats, at p. 170 in the office of the Auditor of San Juan County, Washington ("Southridge View Plat").

DECLARATIONS

Declarant hereby declares that each Lot (as defined below) and undivided interest in the Open Space shall be held, conveyed, divided, encumbered, hypothecated, leased, rented, used, occupied and improved subject to the following covenants, conditions and restrictions, all of which are hereby declared, established and agreed: (i) to be for the benefit of and protection of the Property, its desirability, value and attractiveness; (ii) to be for the benefit of the Owners and Mortgagees of the Lots; (iii) to run with the land and be binding upon all parties having or requiring any right, title or interest in the Property or any part thereof; (iv) to inure to the benefit of every portion of the Property and any interest therein; and (v) to inure to the benefit of and be binding upon such successor and assignee in the interest of each Owner and of the Declarant.

1. DEFINITIONS.

1.1 "Declarant" shall mean Nordic Islands, LLC, a Washington limited liability company, being the current sole owner of the Property described in Exhibit A.

1.2 "Declaration" shall mean this Declaration and any amendments thereto.

1.3 "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simply title to any Lot which is part of the Property and any undivided interest in the Open Space which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

1.4 "Property" shall mean and refer to all of the Lots, Open Space and real property described in Ex. A.

1.5 "Lot" shall mean and refer to any of Lots 1, 2, 3 or 4 as more particularly described in the Southridge View Plat.

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1.6 "Open Space" shall mean and refer to that portion of the Property identified and designated as Open Space on the Southridge View Plat.

2. REGULATION OF OPEN SPACE.

The use, repair and maintenance of the Open Space and all roads, driveways, and drainage ditches located thereon, including the clearing of any trees or vegetation in the Open Space, shall be subject to the control and regulation of the Owners, who may act upon the written consent of the three of the four Lot Owners; provided however: (i) no use of the Open Space shall be allowed that is prohibited by existing covenants, conditions or restrictions applicable to the Property or applicable laws; and (ii) in no event shall access or utilities to any Lot pursuant to easements shown and dedicated on the Southridge View Plat under or through the Open Space be prohibited or interfered with. All costs of use, repair and maintenance of roadways, driveways or drainage ditches in the Open Space shall be borne in equal shares by the individual Lot Owners. All costs of construction, repair or maintenance of roads, driveways and drainage ditches located on a Lot shall be the responsibility of the individual Lot Owner. In the event of any dispute arising concerning the Open Space or under the provisions of this Section 2, such disputes shall be subject to arbitration pursuant to Section 9.6 below.

3. USE OF LOTS

3.1 Use of Lots. The Lots shall be used and improved exclusively for residential purposes; provided however, that home occupations permissible under applicable San Juan County ordinances that are incidental to the use of the Property for residential purposes shall be permitted.

3.2 NUISANCES. No nuisance shall be permitted to exist on or operated upon any Lot so as to be detrimental to the other Lots or the Open Space or to their occupants.

3.3 SUBDIVISION. No Lot shall be further divided or subdivided into smaller parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by an Owner, provided however, that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

3.4 CLEARING. No Lot shall be commercially logged or clear-cut in any manner. Each Lot Owner may clear, limb, and/or top trees on his or her respective Lot as reasonably necessary for building sites, driveways and utilities, or to open or maintain views; provided however, each Lot Owner shall reasonably preserve trees and vegetation buffers on his or her Lot which do not interfere with building sites, driveways and utilities, or views. Any such clearing, or burning of wood debris as a result of such clearing, shall be performed in a manner consistent with safe practices and all applicable regulations.

4. MAINTENANCE OF PROPERTY

4.1 Maintenance of Lots. Each Lot Owner shall keep the Lot owned by such Owner and any improvements thereon in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management.

4.2 GARBAGE AND TRASH REMOVAL. No Lot nor any portion of the Open Space shall be used as a dumping ground for rubbish, trash or garbage and all Lots shall be kept free of debris by the Owner thereof; provided however, burn piles of wood and brush debris only may be established and maintained on specific locations within the Open Space agreed to by three of the four Lot Owners in a manner consistent with safe practices and all applicable regulations.

4.3 SIGNS. No advertising signs, billboards or unsightly structures shall be erected on any Lot or the Open Space or displayed to the public on any Lot except for standard size "for sale" or realty signs.

4.4 GOVERNMENTAL REGULATIONS OR OTHER RESTRICTIONS. Zoning, building, and environmental and other governmental rules, regulations, ordinances and laws or other covenants or restrictions applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental rules, regulations, ordinances and laws or other restrictions and the provisions of this Declaration, the more restrictive provision shall apply.

5. USE OF INDIVIDUAL WELLS.

Unless specifically agreed in writing by the affected Lot Owners, the individual wells identified on the Southridge View Plat shall be solely for the use of residences or associated structures on the Lot with which such well is associated; specifically, Lot 1 well shall be solely for the use of Lot 1; Lot 2 well shall be solely for the use of Lot 2; Lot 3 well shall be solely for the use of Lot 3; and the Lot 4 well shall be solely for the use of Lot 4.

6. COMPLIANCE WITH DECLARATION

6.1 ENFORCEMENT. Each Owner shall comply strictly with the provisions of this Declaration as the same may be lawfully amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the aggrieved Owner or Owners against the Owner failing to comply.

6.2 NO WAIVER OF STRICT PERFORMANCE. The failure of an Owner in any one or more instances to insist upon the strict performance of any of the terms, covenants, 3 of 6

conditions or restrictions of this Declaration, or to exercise any right or option contained herein, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect.

7. TERM OF DECLARATION — COMPLIANCE WITH RULE AGAINST PERPETUITIES AND RESTRAINTS OF ALIENATION.

The covenants contained herein shall run with the land and shall be binding upon all parties and all persons claiming under them for twenty (20) years from the date of this Declaration after which time the covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed in accordance with Section 8 herein shall be recorded, canceling or terminating this Declaration.

8. AMENDMENT OF DECLARATION

8.1 BY OWNERS. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Any proposed amendment must be approved by at least three of the four Owners. Amendments, once properly adopted, shall be effective upon recording in the public records of San Juan County.

8.2 AMENDMENTS TO CONFORM TO LENDING INSTITUTION GUIDELINES. So long as Declarant continues to own one or more Lots, the Declarant on its sole signature, may file such amendments to the Declaration as necessary to meet the requirements of secondary market agencies such as FHA, VA, FNMA and FHLMC, or lenders financing the purchase of a Lot from the Declarant or title insurance companies.

9. MISCELLANEOUS

9.1 NOTICES. All notices, demands, or other communications ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner, otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any Owner may be given to the address of the Lot Owner maintained by the San Juan County Assessor's office; provided, however, that an Owner may from time to time by Notice to the other Owners designate such other place or places or individuals for the receipt of future Notices. If there is more than one Owner of a Unit Lot, Notice to any one such Owner shall be sufficient.

9.2 SUCCESSORS AND ASSIGNS. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees and assigns of the Owners.

9.3 JOINT AND SEVERAL LIABILITY. In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations of Owners, set forth in or imposed by this Declaration, shall be joint and several.

9.4 PRIORITY OF MORTGAGE. This Declaration shall not initially be binding upon any Mortgagee of the Property of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.


9.5 SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity for unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

9.6 ARBITRATION. Any disagreement between the Owners with respect to the interpretation or application of this Declaration or the obligations arising thereunder shall be determined by arbitration. Such arbitration shall be conducted, upon request of the Owner desiring arbitration, before an arbitrator designated by the American Arbitration Association and in accordance with the rules of such Association, unless the parties otherwise agree in writing. The arbitrator may grant injunctive, as well as monetary relief, and his or her decision shall be final and binding on the parties. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties to such arbitration. All arbitration proceedings hereunder shall be conducted in the City of Seattle, Washington. Judgment upon the award may be entered in any court having jurisdiction thereof.

EXECUTED as of the day and year first above written.

DECLARANT:

NORDIC ISLANDS, LLC.
a Washington limited liability company

By 
Name: James T. Hopkins
Its: Managing Member

STATE OF WASHINGTON
COUNTY OF KING

ss.

On this day personally appeared before me James T. Hopkins, to me known to be the Managing Member of Nordic Islands, LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15 day of October, 2007.



Lauree Barron
Notary Name: Lauree Barron
NOTARY PUBLIC in and for the State of Washington,
residing at 2001 W. 10th St.
My Commission Expires 12-18-09

EXHIBIT A
Declaration of Maintenance and
Use Agreement for Southridge View Plat

Lots 1, 2, 3, 4 and all Open Space, SHORT PLAT OF SOUTHRIDGE VIEW LOTS, according to the Plat thereof, recorded in Volume 6 of Short Plats, at page 170, in the office of the Auditor of San Juan County, Washington, being a portion of Northeast Quarter of the Northeast Quarter, Section 21, Township 35, Range 1, W.M. Situated in San Juan County, Washington.