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REPLY TO MAIL

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AMENDMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS OF

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PARKER BUSINESS CENTER

REQUEST OF Hubert -

Parker

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The Protective Covenants and Restrictions of Parker Business Center as filed for record with the Auditor of Skagit County, Washington, under Auditor's File No. 879820, Official Records of Skagit County Volume 317, pages 300 through 313, which Protective Covenants and Restrictions were subsequently amended to that Amendment of Protective Covenants and Restrictions filed for record with the Skagit County Auditor under Auditor's File No. 8101200041, Official Records of Skagit County Volume 428, page 379, are hereby amended as follows:

1. The mailing address of the Parker Business Center and that committee previously known as the Architectural Control Committee shall be as follows:

Parker Business Center Association
1520 Parker Way
Mount Vernon, Washington 98273

2. All references to "Patti Corporation" in the above described Protective Covenants and Restrictions of Parker Business Center, and all subsequent Amendments of the said Protective Covenants and Restrictions, shall now be replaced by "Parker Business Center Association, a Washington non-profit corporation". The said Parker Business Center Association was formed as a Washington non-profit corporation for the sole purpose of managing and enforcing the Protective Covenants and Restrictions of the said Parker Business Center. Pursuant to Assignment, all rights of Patti Corporation relative to the said

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Protective Covenants and Restrictions have been assigned to the Parker Business Center Association.

3. Henceforth, the Protective Covenants and Restrictions shall provide as follows, subject to the inherent right of the Parker Business Center Association to amend the said Protective Covenants and Restrictions:

USE RESTRICTIONS

All of the building sites in Parker Business Center are for one or more of the following uses: industrial, commercial, warehousing, and residential purposes, and all grantees or tenants agree to use the sites only for such purposes and under such conditions as hereinafter set forth.

A. In Parker Business Center no land shall be used and no building or structure shall be used, erected, or converted to use other than those permitted under the City of Mount Vernon zoning except as noted herein and approved by the Parker Business Center Association, a Washington non-profit corporation.

B. Building sites in this center may be used for such commercial, industrial, warehousing, and residential purposes as are described in Paragraph I-A above, but no one shall use or allow the use of said premises or any portion thereof at any time for the manufacture, storage, distribution or sale of any products or items which shall unreasonably increase the fire hazard of adjoining property, or for any purpose or use in violation of the laws of the United States and of the State of

Washington.

II

ARCHITECTURAL COMMITTEE

An Architectural Committee, consisting of five members, all of whom shall be owners or tenants of active businesses within the Parker Business Center, shall be selected by the Board of Directors of the Parker Business Center Association. The Architectural Committee shall act in an advisory capacity to the Board of Directors of the Parker Business Center Association on matters concerning building design and landscaping. The members of the Architectural Committee shall be selected to serve for a period of one year. Should any member of the Architectural Committee die or resign, or refuse to act, the Board of Directors of the Parker Business Center Association is authorized to appoint a successor.

All applications by property owners for approval of building design and landscaping plans shall be in writing and shall be submitted to the Board of Directors of the Parker Business Center Association by mail addressed to Parker Business Center, 1520 Parker Way, Mount Vernon, Washington, 98273. Upon receipt by the Association, the application shall be submitted to the Architectural Committee for review and recommendation to the Board of Directors of the Parker Business Center Association. The following guidelines will be used by the Architectural Committee in its review and recommendation to the Board of Directors of the Parker Business Center Association:

A. All plans shall be reviewed by the Architectural Committee.

B. The Architectural Committee may act only by written instrument setting forth the recommendation made by a majority of the members of the Architectural Committee, which instrument shall be signed by the members of the committee consenting to the recommendation.

C. The Architectural Committee shall, upon receipt of application for recommendation, cause written notice thereof to be provided each member of the committee, which notice shall set forth the time and place when action shall be taken upon the application.

PROVIDED, however, that the Board of Directors of the Parker Business Center Association and/or the Architectural Committee and/or their successors or assigns, and the individual members thereof, shall not be liable in damages to anyone so submitting plans for approval or to any owner of land covered by this instrument, or tenant thereof, by reason of mistake in judgment, negligence or nonfeasance of themselves, their agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, or the granting of any variances as hereinafter provided; likewise, anyone so submitting plans to the Board of Directors of the Parker Business Center Association and/or the Architectural Committee for approval by the submitting of such plans and any

owner by so acquiring title to any of the property covered hereby, or any tenant thereof, agrees that he or it will not bring action or suit to recover any damages against the Board of Directors of the Parker Business Center Association and/or Architectural Committee, or any member thereof.

III

GENERAL PROVISIONS

Construction or alteration of all buildings in Parker Business Center shall meet the standards in a Tudor design as provided in these covenants. Purchasers, prior to construction or alteration of any building, must submit two sets of plans and specifications for such building to the Parker Business Center Association for review and recommendation by the Architectural Committee, as provided in Paragraph II of the Amended Protective Covenants and Restrictions. The plans and specifications should be in a form satisfactory to the Board of Directors showing insofar as is appropriate the size and dimensions of the improvement, the exterior design, the exact location of the improvement on the lot, the location of driveways and parking areas and landscaping design. Such plans and specifications must be approved in writing by the Board of Directors of the Parker Business Center Association and a copy of such plans and specifications as finally approved must be deposited for permanent record with the Board of Directors prior to any property owners constructing, altering or maintaining any

improvement on the premises.

A. Construction Standards:

1. Not more than 60% of total ground area, exclusive of roadway easements, shall be covered by building on each building site, unless applicant demonstrates that adequate supplemental parking is to be provided within or beneath the structure.

2. No building site shall be less than one-quarter (1/4) acre in size.

3. No building will be permitted within 38 feet of any right-of-way as shown on the approved plat plan. Corner lots will conform to the minimum front setbacks of each of the adjacent streets.

4. Land is to be conveyed subject to utility easements under, over, and across a right-of-way 7.5 feet in width on each side of the common boundary of any two tracts. The owner or owners of adjoining tracts may apply to the Parker Business Center Association for vacation of said easements when their existence would adversely affect building plans. An area along frontage streets shall be landscaped and maintained by owner in a manner approved by the Parker Business Center Association in accordance with the provisions of Paragraph II-C relating to landscaping. Placement and maintenance of all utilities shall restore the surface of the ground substantially to its original condition with reasonable expediency. All

utility service lines, whether part of the primary service connections to the building or secondary services to other buildings and appurtenances shall be entirely underground.

5. The building codes, zoning codes, and fire zone restrictions of the City of Mount Vernon, in effect at the time of construction, shall apply to all construction in the Parker Business Center, except to the extent that such building code requirements are less than the requirements prescribed by these protective covenants.

6. Design plans and specifications in Tudor architecture will be submitted to the Parker Business Center Association for review and approval prior to start of construction. Design plans and specifications shall contain the seal of a registered architect or civil engineer. Any abnormal utility requirements shall be identified. Review will consider not only compliance with specific requirements set forth in these covenants, but also general appearance, compatibility with existing structures, landscaping, drainage and traffic flow patterns. The Parker Business Center Association reserves the right to reject plans or request changes.

7. Any buildings erected in Parker Business Center shall be constructed of architectural concrete, masonry, baked enameled steel, wood frame, or any combination of same in a Tudor design that is acceptable to the Parker Business Center Association.

8501310044

VOL 589 PAGE 386

8. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the premises. Artificial lighting shall be hooded or shaded so that the direct light of high intensity lamps will not result in glare when viewed from surrounding areas.

9. No accessory building shall be constructed to permit the keeping of articles, goods, or materials, in the open or exposed to public view. When necessary to store or keep such materials in the open, not to exceed six (6) feet in height, the lot shall be fenced with screening fence of at least six (6) feet in height and the location thereof shall be subject to the approval of the Parker Business Center Association.

10. No changes in grading or drainage will be permitted that will divert water onto adjoining properties.

11. On-site electric lines for power and lighting shall be placed underground.

12. The water supply system for each building shall be designed and constructed so as to provide for watering of all landscaped areas on the building site.

B. Parking:

Employee, customer, owner or tenant parking will not be permitted on private or public dedicated streets in Parker Business Center, except in areas specifically designed by the Parker Business Center Association. It will be the

responsibility of the property owners, their successors, and assigns, to provide minimum parking facilities, as follows:

1. One passenger car space shall be provided for each 1,000 square feet of building area, or one for every two employees or visitors. The owner shall submit to the Parker Business Center Association an analysis indicating the basis on which the proposed number of parking spaces has been computed. Parking areas must be paved with a year-round surface of concrete or asphalt. Applicants shall provide to the Parker Business Center Association evidence of a performance bond insuring completion of such paving of parking areas prior to the property being opened for business.

2. Not more than two (2) curb cuts per tract shall be permitted. Such curb cuts should be sited as far from street corners as possible, consistent with effective use of the property. Driveways shall not exceed 25 feet in width, exclusive of curb returns.

3. Loading or unloading trucks on streets in the Parker Business Center is prohibited. Trucks being loaded or unloaded may not project onto the street. Side or rear yard loading is preferred. Adequate maneuvering space for trucks will be provided on site. Where truck dock pits are constructed, pit drainage must be sized to handle run-off of heavy winter rain.

C. Landscaping:

1. Planting areas and landscaping shall conform

to reasonable minimum standards as approved by the Parker Business Center Association. All landscaping and planting shall be permanently maintained by the grantee or tenant on his property, and at his expense. The Parker Business Center Association shall also act as a landscape maintenance and building maintenance committee and the right shall be reserved to the Parker Business Center Association to enter upon any tract for the purpose of landscape or property maintenance for the account of, and at the expense of, the owner, tenant, or user thereof, if said owner, tenant, or user shall not have taken corrective action within fourteen (14) days from the date of the receipt of notice in writing filed by the Parker Business Center Association of failure to perform necessary maintenance of the landscaping or exterior of any buildings. The owner, tenant, or occupant of any tract in this park must at all times keep the premises, buildings, improvements and appurtenances in a safe, clean and wholesome condition, and to comply in all respects with all government health and policy requirements, and will remove at his own expense, any rubbish of any character whatsoever, which may accumulate on his said property.

2. On the corner lots both frontages shall be considered "front" yards. A minimum of 20% of the lot area located between the street right-of-way and the setback line and 100% of the 8 feet nearest the street right-of-way (except for sidewalks and driveways) shall be landscaped. The remaining

setback area may be developed with either landscaping or as paved automobile parking areas, except as otherwise provided herein.

3. Mowing and maintenance of utility easements within the street right-of-way shall be accomplished by the Parker Business Center Association with such costs to be at the expense of the owner, tenant, or user thereof. The Parker Business Center Association shall have the right to provide for general maintenance of vacant lots within the Parker Business Center for purposes of fire protection and to provide for general appearance, with such costs to be at the expense of the owner, tenant or user thereof. Portions of any tract not covered by buildings and not developed with paved parking areas shall be landscaped and maintained by the owner or tenant, with the minimum requirement being that all such areas be covered with a ground cover planting which will prevent wind or water erosion of the earth. Placement and maintenance of all utilities is conditioned upon entry for installation, replacement, or maintenance; the entities furnishing the utilities shall restore the surface of the ground substantially to its original condition with reasonable expediency.

4. No plantings, fences, or walls shall obstruct views so as to create a traffic hazard.

D. Signs:

1. Plans and specifications for the construction, installation and alteration of all signs and

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landscape planting must first be submitted to and have the approval of the Parker Business Center Association. Any sign erected shall relate to a use located on the property where such sign is located. No more than one free-standing sign, not to exceed 150 square feet in area, shall be permitted in the setback area for each street frontage. Rooftop signs shall be excluded. No traffic regulations or direction signs shall be permitted without the approval of the Parker Business Center Association. The design and erection of signs upon buildings shall be with the written approval of the Parker Business Center Association.

2. No flashing, rotation, animated, or billboard type signs will be permitted.

3. No "For Sale" signs may be placed on the properties without the written approval of the Parker Business Center Association.

E. Traffic Control:

The Parker Business Center Association reserves and retains the right to designate the point or points at which vehicular traffic may enter or leave any leased or conveyed premises, and the right to control traffic along any streets except city streets.

F. Rail:

The location of any spur tracks to facilities on leased or conveyed premises is subject to Parker Business Center Association approval.

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G. Disposable Waste:

Discharge of any waste or waste products onto the ground or into the sewer system shall be subject to the control and regulations of the appropriate governmental agency having jurisdiction thereof.

H. Maintenance:

Tenants shall maintain in good order, repair in safe condition all structures, fences, signs, walks, driveways, lawns and landscaping. Exterior painted surfaces shall be maintained in first class condition and tenant shall repaint such surfaces as required. The rights and responsibilities of the Parker Business Center Association relative to property maintenance are described in Paragraph II-C-1 above.

I. Use Restrictions:

No usage of any property within said area will be permitted which may have the effect of inflicting upon the surrounding area, smoke, dirt, glare, odors, vibrations, electronic emissions, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the surrounding areas. The maximum permissible limits of these detrimental effects shall be as herein defined, and upon exceeding these limits they shall be considered as in violation of these covenants.

Smoke stacks shall not emit a visible smoke except for one five (5) minute period daily. The density of smoke shall not be darker than No. 2 of the Ringlemann Chart as

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published by the U. S. Bureau of Mines.

No visible or invisible noxious gases, fumes, fly ash, soot or industrial dust shall be discharged into the atmosphere from any continuous or intermittent operation, except such as is common to the normal operation of a heating plant or gasoline or diesel engine in cars, trucks, or railroad engines.

Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by humans traveling the roads bordering the property on the lee side, when a ten mile per hour wind or less is blowing, are prohibited. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the area. The level of combined continuous noise originating within the premises shall not exceed 60 decibals when measured at a distance of 300 feet with the A or 40 db characteristics by sound level meter meeting the requirements of A.S.A. Standard "Z 24.3 - 1944". Intermittent or staccato noises shall not be audible beyond the property boundaries. Electric or electronic emissions from any equipment or process, shall not adversely affect radio or television reception beyond the boundaries of the building site on which such equipment or process is located.

J. Variances:

The Parker Business Center Association reserves the right, upon written application thereto, to issue variances to these covenants and regulations in particular cases and upon

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reasonable grounds. Said variances shall not unfairly or unreasonably operate to the detriment of others or the planned development which is the objective of these covenants, and shall be issued only upon eighty (80%) percent written approval by the Parker Business Center Association Board of Directors.

IV

SUBDIVISION

Subdivision of any tract sold under these protective covenants shall satisfy all terms and conditions of said covenants.

V

MAINTENANCE, OPERATION AND SPECIAL ASSESSMENTS

The Parker Business Center Association shall in writing on an annual calendar basis prepare a maintenance and operation budget. On the basis of the said budget, assessments shall be made on or before February 1 of each year against each lot in the Parker Business Center, except that Lots No. 1, 12 and 82A will not be included in the assessments provided they are owned by the owner of an adjacent full sized lot. The assessment shall be due and payable on or before February 15 of each year. In any event, the annual assessment shall be not less than \$100 for each lot in the Parker Business Center. Each lot in the Parker Business Center shall be subject to a lien for such assessments, after March 1 of each year, and the owner and/or tenant shall be liable therefor. Such assessments shall be superior to any and all other liens created and permitted and the property owner shall be

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bound thereby, and the owners successors, heirs, personal representatives and/or assigns to all of the provisions, restrictions, conditions and regulations now or hereafter imposed by these Protective Covenants and Restrictions now or hereafter imposed by the Parker Business Center Association, and any amendments thereof, all of which shall constitute covenants running with the land. The said lien for assessments may be foreclosed by the Parker Business Center Association in the same manner as foreclosure of a mechanic's lien, pursuant to RCW 60.04.010, et seq. All expenses incurred by the Parker Business Center Association for mowing and maintenance of utility easements and vacant lots as provided in Paragraph III C 3 of these covenants shall be billed to the owner within 30 days after the expenses are incurred. Such assessments shall be due and owing 15 days after the date of assessment, and the respective lots shall be subject to a lien for such assessment for 30 days after the date of the assessment.

A copy of the annual budget and financial statement of the Parker Business Center shall be provided to each lot owner.

The Parker Business Center Association shall have the right to make special assessments against lots in the Parker Business Center for expenses incurred or to be incurred for the benefit of the Parker Business Center. All lots within the Parker Business Center shall be subject to a lien for such special assessments in the same manner as the lien for annual assessments as set forth above.

8501310044

16

VOL 589 PAGE 395

VI

TERMINATION OF COVENANTS

Each condition and covenant in the Parker Business Center shall terminate and be of no further effect on January 1, 2010, provided that at any time the Parker Business Center Association, by written declaration signed and acknowledged by Parker Business Center Association and recorded with the office of the Auditor of Skagit County, Washington, may alter, amend, eliminate, or extend all or any part of these restrictions, conditions, and covenants and this right to so alter, amend, eliminate, or extend shall exist to January 1, 2010, provided, however, that the restrictions, conditions and covenants contained in subparagraphs A 1, A 2, and A 3 of Paragraph III hereof, as amended hereby shall not be further subject to any right or power of alteration, amendment, or extension whatsoever subsequent to the date hereof. the mere lapse of time shall not affect or alter the application of this section.

Invalidation of any of the foregoing protective covenants shall not affect the validity of any other such covenants but same shall remain in full force and effect.

DATED this 31st day of January, 1985.

PARKER BUSINESS CENTER ASSOCIATION

Charm L. Linton
President

R. F. Ruggan
Secretary

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STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

On this 31st day of January, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NORMAN LINDBERG and RANDY DUGGAN, to me known to be the President and Secretary, respectively, of PARKER BUSINESS CENTER ASSOCIATION, the corporation that executed the 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 they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Mavis E. McLaurety
NOTARY PUBLIC in and for the
State of Washington, residing
at Mount Vernon.

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