

Jerry Christensen
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Anacortes WA 98221

COVENANTS, CONDITIONS, RESERVATIONS AND
RESTRICTIONS OF "MERIDIAN RIDGE" SHORT
PLAT LYING WITHIN SEC 27, T 35 N, R. 1 E W.M.
SKAGIT COUNTY, WASHINGTON

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THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (This "Declaration") is made by Walter & Judith Schwenk as of the 23rd day of February 1996.

RECITALS

Declarant is the owner of certain real property (MERIDIAN RIDGE). The Property is subdivided as shown in the Plat for MERIDIAN RIDGE recorded in Volume 12 of Plats, pages 78+79 records of Skagit County, Washington. Short

Declarant wishes to subject "Meridian Ridge" to this Declaration and intends that it be a residential development consisting of single-family homes which are fairly consistent in design and size in order to preserve and enhance the value of all property in the development.

NOW, THEREFORE, Declarant declares that the property subject to all restrictions and easements of said plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the property and which shall be binding on all parties having any right, title, or interest in "Meridian Ridge" or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Lot - An individually owned parcel of land legally described and lying within "Meridian Ridge".

Property - That land contained within the "Meridian Ridge" Short Plat.

Structure - anything built rather than occurring naturally.

Accessory Structure - a structure other than an Accessory Building.

Accessory Building - a detached garage, shop, storage building, garden shed, etc. A structure having a roof.

Construction - the act of erecting a Structure or building, excavating, landscaping, paving, painting, repairing, refurbishing, demolishing, tree removal, or any other action commonly taken when installing or maintaining improvements to real property.

Owner - a person(s) or corporation or other legal entity in title to a Lot.

Participating Builder - a contractor engaged by Declarant to construct a home for resale on a Lot owned by Declarant.

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ARTICLE 2

COMMON AREAS AND EASEMENTS

Section 2.1 There are no commonly owned areas contained on the Property. Easements for roads, utilities, and access are as shown on the face of the Plat.

Section 2.2 No Lot Owner shall allow or permit any Structure or landscaping to be located, installed or grow upon the area subject to the utilities and drainage easement which might in any way damage or interfere with installation and operation of such utilities and systems. Each person utilizing the utilities and drainage easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot owner shall maintain the area of his Lot subject to the utilities and drainage easement in a condition which will not interfere with the operation and maintenance of said utilities and systems.

ARTICLE 3

ARCHITECTURAL BOARD

Section 3.1 Architectural Board. The Architectural Board, hereinafter referred to as the "Board", shall consist of the Declarant or their designees until all of the Lots in the Property have been sold by the Declarants. Thereafter, the Board shall be constituted as a majority of the Property owners shall decide.

Section 3.2 Submission of Plans. No Structure shall be built or caused to be built on any Lot unless plans for the Structure have been approved in writing by the Board. The Board's review and approval or disapproval of plans on the basis of cost, aesthetic design, harmony with previously approved structures on other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any plans, however, shall not constitute any warranty or representation whatsoever by the Board or any of its members that such plans were examined or approved for engineering, structural integrity, sufficiency or compliance with applicable governmental laws, ordinances, regulations, and codes, and each owner hereby releases any and all claims or possible claims against the Board or any of them, and their heirs, successors and assigns.

Section 3.3 General. The Board shall not unreasonably withhold approval of plans or designs, however, the Board's principal obligation is to ensure that the ultimate character and appearance of the Property is in substantial keeping with the Declarant's intent as expressed above.

ARTICLE 4

CONSTRUCTION ON LOTS AND USE OF LOTS

Section 4.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to ensure (i) a uniformity of use and quality of workmanship, materials, design, maintenance and location of structures with respect to topography and finish grade and elevations and (ii) that there will be no undue repetition of external designs. Accordingly, no building other than one single-family home and Accessory Buildings & Accessory Structures listed in Article 1 above, shall be permitted on any Lot. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 4.2 Minimum Size. The floor area of the dwelling structure, exclusive of open porches and garages shall be not less than (i) 1,700 square feet for a dwelling containing a single level and (ii) 2,200 square feet for a dwelling containing two (2) levels. Structures shall have no more than two (2) levels above grade on lots where specific height limitations permit. Each dwelling must have a garage which shall be of such size as to accommodate at least two full size automobiles. Garages may be attached or detached.

Section 4.3 Maximum Height. To preserve marine views from all lots to the maximum extent, the following restrictions on height of structures is imposed: Lots 2, 7, 8, & 9 are not restricted by this Declaration. Lots 1, 3, 4, 5, & 6 shall not have structures whose height exceeds fourteen (14) feet above the highest point on the lot containing the structure. The highest point on the lot shall be determined prior to installing any fill or other material of any type to artificially raise the high point on the lot. Lots 4 & 5 are further restricted in that no portion of any structure extending further west than 100 feet measured from the easterly line of the lot shall be constructed to a height exceeding 16 feet above grade as measured at the lowest point of the structure foundation west of the 100 foot line.

In the event of disagreement or differences of interpretation regarding these height restrictions, the Architectural Board shall have absolute and final authority to interpret the meaning and intent of those restrictions and to render a binding decision.

Section 4.4 Residential Use. The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any participating builder may use dwellings it owns as sales offices and models for sales of other Lots.

Section 4.5 Maintenance of Buildings and Lots. Each owner shall, at the owner's sole expense, keep all Structures on a Lot, as well as the lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the structure and the Lot. The landscaping shall be maintained to the curb on the edge of the street.

Section 4.6 Completion of Construction. Any structure erected or placed on any Lot shall be completed as to external appearance within eight (8) months from the date Construction is started, however, with good cause shown, the Board may extend this term. All yards and landscaping must be completed within three (3) months from the date of completion of the dwelling, however, with good cause shown, the Board may extend this term. All lots shall be maintained in a neat and orderly condition at all times.

Section 4.7 Parking. Parking is not permitted on the street or cul de sac in the Property. Each Lot shall provide for parking of at least two vehicles in driveways or other suitable areas in addition to parking provided in garages. Commercial and recreational vehicles such as campers, motorhomes, boats, trailers, etc., shall not be permitted to remain on any Lot unless they are stored or placed in a garage or in the rear yard area and screened from sight.

Section 4.8 Signs. No sign of any kind shall be placed on any Lot except signs advertising Lots or homes "For Sale" or "For Rent". Such signs shall be in a form not prohibited by any rules or regulations of the Board and shall not exceed 500 square inches in size. This section shall not apply to the Declarant or any Participating Builder.

Section 4.9 Animals. No animals other than domestic dogs, cats, fish, and birds may be kept on any Lot. Dogs and cats shall not exceed three in number on any Lot except that unweaned puppies and kittens may be kept. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein, all Owners shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals.

Section 4.10 Temporary Structures. No Structure of a temporary character such as a trailer, tent, shack, garage, barn, or other outbuilding shall be installed, placed, or used as a residence on any Lot, either temporarily or permanently.

Section 4.11 Radio and Television Aerials. No television or radio aerial or satellite receiving dish larger than 24 inches in diameter or other electronic receiving device shall be placed or erected outside of any building on any Lot without the consent of the Board.

Section 4.12 Trash Containers and Debris. All trash shall be placed in sanitary containers which shall be screened so as not to be visible from adjoining Structures or streets. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish or any kind. Yard rakings, dirt, and debris resulting from landscaping work or Construction shall not be dumped onto adjoining Lots or tracts, or streets. Compost piles not exceeding two cubic yards may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition and contained in well-maintained bins.

Section 4.13 Commercial Activity. Commercial and business activities of any kind whatsoever are prohibited on any Lot. This prohibition includes day schools, nurseries, and church schools, whether conducted for profit or as a non-profit activity. Home offices are permitted providing such use does not involve servicing clients at or on the premises and that all employees are occupants of the dwelling.

Section 4.14 Setbacks. No dwelling, garage, or Accessory building shall be located closer than 30 feet from any street or cul de sac or closer than 15 feet from any adjoining lot in Meridian Ridge lot line unless the Board gives specific authorization. Should the setback requirements in the City of Anacortes zoning ordinance be more restrictive, they shall apply.

Section 4.15 Fences. No fence shall be constructed on any Lot without the prior written approval of the Board. All fences shall be constructed in a good and workmanlike manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures. No fence shall exceed six feet in height.

Section 4.16 Drainage. All roof and foundation drains shall be connected into the underground storm drain system at the sole expense of each Lot owner. Owners shall further take appropriate measures to prevent surface stormwater from running onto adjoining Lots by installing biofiltration swales, catchbasins, etc., which shall be connected to the underground storm drain system at the Lot owner's expense.

Section 4.17 Tree Removal. Tree removal is permitted to the extent necessary to clear a building site, yard area, driveways, etc. Trees within the northerly 15 feet of Lots 7, 8, & 9 and the easterly 15 feet of Lots 4, 5, 6, & 7 shall be left intact in order to create a natural vegetation buffer except that trees which are reasonably judged to pose a hazard to structures may be removed. Thinning and limbing is preferred to outright removal. Trees which pose a hazard to other Lots/Structures by virtue of being dead, dying, diseased, or in danger of falling, shall be removed at the sole expense of the Lot owner on which the tree is growing. Expenses for removal of trees which straddle a lot line shall be shared equally by the adjacent lot owners.

Section 4.18 Roofs. Roofs shall be composition shingle, tile, or shake. Roof pitch shall be a minimum of 6/12. Roof gutters and downspouts shall be installed and connected into the underground storm drain system.

Section 4.19 Driveways. Driveways shall be paved with asphalt or concrete from the paved city street surface to the garage.

Section 4.20 Log Construction. Construction of a home with logs or simulated logs, or any material which gives the appearance of a home constructed with logs is prohibited.

Section 4.21 Landscaping. All land contained in any Lot which is not paved or covered by a permanent Structure must be suitably landscaped with ample use of vegetation. Coverage or large areas of a Lot with gravel or bark is prohibited. Shrubbery, trees, and vegetation shall be routinely pruned and maintained to preclude them becoming a hazard or nuisance to structures or adjoining property.

Section 4.22 View Preservation. To promote preservation of marine views to the maximum extent practicable, Lot owners shall not: Engage in mass planting of trees; allow Alder growth; allow vegetation which was on their Lot when purchased to grow to a height which will impede the view of neighboring Lot owners. Lot owners are encouraged to keep trees limbed up to promote marine views from neighboring Lots.

MISCELLANEOUS

Section 5.1 Municipal Infrastructure. All land in the Property not contained within individual Lots has been deeded to the City of Anacortes. The City of Anacortes owns and is responsible for maintaining common water mains, sewer mains, storm drains and detention ponds, street, sidewalks and curbs.

Section 5.2 Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, condition or restriction, either to restrain such violation or to recover damages therefor, and may be brought by any Lot owner damaged.

Section 5.3 Invalidity. Invalidity of any of these covenants, conditions, and restrictions as determined by a court of competent jurisdiction, shall in no way affect any of the other covenants, conditions, and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their
signatures this 23rd day of February, 1996.

Walter G. Schenk
Walter Schenk

Judith Schenk
Judith Schenk

STATE OF WASHINGTON)
"ss
COUNTY OF SKAGIT)

On this day personally appeared before me Walter and Judith Schenk, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day
of February, 1996

[Signature]
Notary Public in and for the State
of Washington, residing at Anacortes
My commission expires August 22, 1996