

KATHY HILL
SKAGIT COUNTY AUDITOR

After Recording Return To:
William Stiles, Jr.
P.O. Box 400
Sedro-Woolley, WA 98284

9905110006

99 MAY 11 A9:53

RECORDED _____ FILED _____
REQUEST OF _____

Assessor's Tax Number: 350414-2-006-0009 et.al.
Abbreviated Legal Description: A ptn. of the N ½ of Sec. 14-35-04 E.W.M.

**DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS
OF AVERY LANE PLANNED UNIT DEVELOPMENT PL# 97-0201**

The undersigned, hereinafter referred to as the "Declarant", as owners of the real property situate in Skagit County, State of Washington, to-wit:

All property within the boundaries of Avery Lane Planned Unit Development No. 97-0201, approved MAY 10 1999, and recorded May 11 1999 in Volume 17 of Plats, page 62-64, under Auditor's File Number 9905110004, records of Skagit County, Washington, being a portion of the North ½ of Section 14, Township 35 North, Range 4 East, W.M., EXCEPT Tract D, Reserve Land, which is covered under Restrictive and Protective Covenants of Short Plat #93-020, under Auditor's File No. 9308130052.

do hereby impose upon the above described real property the Restrictive and Protective Covenants for the benefit of all lots and property within the development commonly known as AVERY LANE P.U.D #97-0201 above described.

1. GENERAL PURPOSES OF CONDITIONS. The above described property is being subjected to these covenants, restrictions, easements, conditions and reservations in order to insure the best use and appropriate development of each building site thereon, to protect the owners of building sites against such improper use of the surrounding building sites as will depreciate the value of their property; to preserve, so far as is practicable, the natural beauty and rural character of said property and the surrounding neighborhood; to insure the highest and best development of the property; to encourage and secure the construction of attractive homes in locations appropriate for each site; to secure and maintain proper setbacks from streets, greenbelts and open space; and in general, to provide for a high quality of improvements upon said property in order to enhance the value of the investments made by owners of lots therein.

2. DEFINITIONS. Unless the context requires otherwise, the following definitions shall apply:

- a. "Owners" shall mean and refer to the record owner, whether one or more persons or entities of the fee or undivided fee interest in any lot which is a part of the

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development, including contract purchasers, but shall not include a contract seller, a mortgage or beneficiary under Deed of Trust or those holding record ownership merely as security for a performance of an obligation.

b. "Declarant" shall mean and refer to the undersigned developers and current owners of the development.

c. "Declaration" shall mean declaration of restrictive covenants applicable to the subject property and to be recorded in the office of the Skagit County Auditor.

d. "Lot" shall mean and refer to any plot of land intended for sale by Declarant to the public as indicated on the recorded plat or subdivision map of the development with the exception of public and private roadways.

3. LAND USE AND BUILDING RESTRICTION. No lot shall be used except for single family residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one (1) stick frame constructed single family dwelling. The finished living area of each single family dwelling shall be a minimum of 1500 square feet, exclusive of garage and open porch areas. Detached garages, shelters, barns or similar structures are allowed and shall be constructed in conformity with applicable State, County or Municipal regulations if compatible in design with the residence constructed on such lot. Mobile homes, modular homes or pre-fabricated homes are not permitted and shall not be erected, altered, placed or permitted on any lot.

Provisions of this section shall not be deemed to prohibit the right of anyone to construct a residence on any lot or to store construction materials and equipment on said lots in the normal course of construction, but are imposed for the purposes delineated in paragraph 1.

4. BUSINESS AND COMMERCIAL USE OF PROPERTY PROHIBITED. No trade, craft, business, profession, commercial or manufacturing enterprise or activity of any kind shall be conducted or carried on upon any lot, nor shall any goods, equipment, or materials used in the connection with any trade, service, or business, wherever the same may be conducted, be kept, stored, dismantled or repaired on or outside of any lot or on any street, nor shall anything be done on any lot which may become an annoyance or nuisance to the residents of the immediate neighborhood. Home occupations may be permitted provided that they comply with the rules and regulations of the Skagit County Zoning Ordinance and receive approval from the appropriate government agency but only with the following additional conditions:

a. No external signs or display of merchandise.

b. No personal visits of customers, clientele or suppliers.

c. The appearance of the building as a residence shall not be affected by the home occupation use.

5. MAINTENANCE OF PROPERTY. No lot or open space area shall be used as a dump for garbage, trash, or rubbish of any kind. All garbage, trash, and other waste shall be kept in appropriate sanitary containers for proper disposal. Rocks, lawn and garden clippings, dirt and

other materials resulting from landscaping work and maintenance shall not be dumped onto or allowed to remain on common streets or easements. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

6. RESIDENTIAL USE OF TEMPORARY STRUCTURES PROHIBITED. No trailer, mobile home, basement, tent, shack, garage, barn, outbuilding, or any structure of a temporary character erected or placed on any lot shall be used as a place of residence temporarily or permanently, without the prior approval of the Declarant herein named.

7. DATE FOR COMPLETION OF CONSTRUCTION. Any dwelling or structure erected on any lot shall be completed as to external appearance, including finished painting, driveway, sewer connection and landscaping, within twelve (12) months from the commencement of construction.

8. NUISANCES. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. ANIMALS. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, without the express written permission of the Declarant herein named, except that cats, dogs, birds, or other household pets may be kept.

10. SIGNS. No signs of any kind or nature shall be permitted on any residential lot, except that one (1) approved sign may be placed by the owner or the owner's agent to show that the house or property is "for sale" or "for rent", or temporary placement of political signs.

11. BUILDING LOCATION. No building shall be located on any lot nearer lot lines than allowed by applicable zoning ordinances. Provided, however, that this shall not be construed to allow any portion of any building or improvement to encroach upon another lot or areas reserved for easements, roadways, open space or green belts as delineated on the planned unit development map.

12. UTILITIES. No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes, nor any pole, tower or other structures supporting any outdoor overhead wire shall be erected, placed or maintained on any lot. All owners shall use underground service wires to connect to their premises and structures built thereon.

13. AVERY LANE P.U.D COMMUNITY ASSOCIATIONS. The owner(s) of each lot within the above described planned unit development, their successors and or assigns shall be a member of a Community Association. The purpose of the association shall be to carry out the provisions contained in these protective covenants and restrictions as set forth in the Articles of Incorporation and Bylaws of the aforementioned Association; and to carry out the purposes of the Community Association. Owners of Lots 1-3 shall be members of the Avery Lane Division II Community Association; and owners of Lots 4-14 shall be members of the Avery Lane Division III Community Association

(a) Duties of the Association. The Association duties included, but not limited to, the following:

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(1) Enforce compliance with the protective covenants and restrictions provided herein and to prevent and abate violations thereof;

(2) To levy and collect assessments against all lots;

(3) To establish, collect, and pay utility charges for water, electricity and other facilities owned or operated by the Association or existing for the use and benefit of the entire plat;

(4) Pay all costs for improvements, maintenance or control of any property owned or maintained by the Association for use and benefit of its members;

(5) To promote the recreation, health, safety and welfare of the owners and residents of the plat and members of the Association and to adopt such rules and regulations as may be necessary to accomplish these purposes; and to perform such additional duties as may, from time to time, be assumed or established by the Association;

14. MEMBERSHIP AND VOTING RIGHTS. Every member, including Declarant, (so long as said declarant shall own any unsold lot or tract of land within the subdivision), shall be a member of the appropriate Association. Membership shall be appurtenant to, and may not be separated from, ownership of any lot. All owners shall be entitled to membership, including Declarant, and shall be entitled to one vote for each lot owned, whether improved or not. When one person or more holds an interest in any lot, all such persons shall be members, provided the vote for such lot shall be exercised as a joint owners among themselves, as they may determine, but in no event shall more than one vote be cast with respect to any lot.

15. COVENANT FOR ASSESSMENTS. Each owner of any lot, by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, covenants and agrees to pay to the appropriate Association, annual or special assessments and service and maintenance charges for roads, utilities (septic and water), storm drainage and open space owned and operated by the Association for the use and benefit of its members.

16. PURPOSE OF THE ASSESSMENT(S). The assessments used by the Association shall be used exclusively to perform the duties and obligations of the Association.

17. ANNUAL ASSESSMENT AND CHARGES. Any annual assessments and/or monthly charges shall be established as provided in the bylaws of the Association.

18. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual or monthly assessments and charges authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, roadways, storm drainage or utility facilities, including fixtures and personal property related thereto, as established in the bylaws of the Association.

19. NOTICE. Written notice of any Association meeting shall be sent to all members not less than ten (10) days in advance of the meeting. The presence of a majority of the members shall constitute a quorum.

20. ASSESSMENT DUE DATES. All assessments and/or charges shall commence for each lot on the date such lot is sold to the owner. If an owner purchases a lot after January 1st of any year the liability for the annual, monthly, or special assessments which have been established for the year in which the purchase was made shall be pro-rated in accordance with the number of days remaining in the year from the date of purchase. Such pro-rated assessment(s) shall be due and payable on the date of closing. The Association shall fix the amount of all assessments against each lot at least 30 days in advance of each assessment. Written notice of the annual, monthly and/or special assessments shall be sent to every owner subject thereto. A due date shall be established by the Association.

21. NON-PAYMENT OF ASSESSMENTS. Any assessment or charge not paid within 30 days from the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose a lien against the property. No member may waive or otherwise escape liability for assessments provided for herein by non-use of the common areas or abandonment of his lot. The Association may suspend the voting rights of a delinquent member and further, may limit or restrict his right to use and enjoy and have the benefit of areas or facilities for such period as his delinquency continues. In order to attend and have voting rights at the annual or any special meeting, a member must have paid all assessments pertaining to his lot. In the event the Association incurs any expense in the collection of the assessment and charges, or the foreclosure of a lien therefore, the member shall be liable for the collection costs, including reasonable attorney fees, the cost of title search, the cost of filing and releasing a lien and all other costs incurred.

22. AMENDMENTS. These covenants maybe supplemented, amended or repealed in whole or in part at any time by a written instrument by not less than two-thirds (2/3) of the property owners subject to these covenants and restrictions, of which instrument must be filed for record with the auditor of Skagit County Washington.

23. COVENANTS RUNNING WITH THE LAND. The restrictions and protective covenants contained in this declaration shall be deemed to run with the land, shall be a burden and benefit upon the land and shall be binding all persons acquiring or owning any interest therein, including their grantees, successors, heirs, executors, administrators and assigns.

24. NOTICES. Any notices are required to be given under the provisions of this declaration may be delivered either personally or by mail to the last known address of each property owner. If delivery is by mail, such notice shall be deemed delivered 72 hours after a copy has been deposited in the United States mail.

25. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall no way effect any of the other provisions which shall remain in full force and effect.

26. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

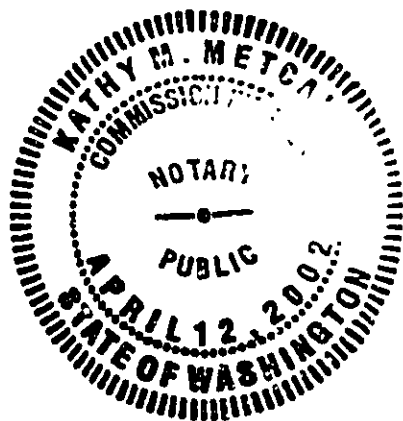
27. EFFECTIVE DATE. This declaration shall take effect upon recording with the Auditor of Skagit County, Washington.

IN WITNESS whereof, the undersigned makes this declaration of restrictions and protective covenants on this 10th day of May, 1999.

William A. Stiles, Jr.
William A. Stiles, Jr.

Betty M. Stiles
Betty M. Stiles

SUBSCRIBED AND SWORN to before me this 10 day of May, 1999.



Kathy Metcal
Notary Public in and for the State of
Washington, Residing at:
Seagr-Woolley
Commission Expires: 4-12-2002