

FILED AT REQUEST OF:

Name **LANDED GENTRY DEVELOPMENT, INC.**
Address **Old City Hall Building**
504 E. Fairhaven Ave.
Burlington, WA 98233
City, State, Zip



200006150113

Kathy Hill, Skagit County Auditor
6/15/2000 Page 1 of 4 4:02:24PM

Abbrev. Leg. Lots 1-9, Record of Survey recorded under AFN 200006080127; being a ptn of
Lots 1-10, Blk 8, PLAT OF RESERVE ADDITION TO THE TOWN OF
MONTBORNE, Vol. 2, page 59
Tax Acct. Nos. P115686; P115687; P115688; P115689; P115690; P115691; P115692; P115693; P74731

DECLARATION OF RESTRICTIVE COVENANTS WITH PROVISIONS FOR ROAD MAINTENANCE

This Declaration of Restrictive Covenants and Road Maintenance Agreement is made by Landed Gentry Development, Inc., a Washington corporation, hereafter referred to as "Declarant."

RECITALS

A. Declarant is owner of property, shown as Lots 1 through 9 on that certain Record of Survey recorded under Auditor's File No. 200006080127, records of Skagit County, Washington, being a portion of Lots 1-10, Block 8, PLAT OF RESERVE ADDITION TO THE TOWN OF MONTBORNE IN SKAGIT COUNTY, WASHINGTON, according to the plat thereof recorded in Volume 2 of Plats, page 59, records of Skagit County, Washington, hereafter referred to as "the property."

B. The Declarant intends to establish the following restrictions to insure the use of the property for residential purposes only, to prevent nuisances, and to preserve and maintain property values.

C. The Declarant intends that these restrictions and covenants shall apply to and run with the property and that acceptance of any deed to any portion of the property shall constitute and acceptance of all the following terms, covenants and restrictions.

DECLARATION

Therefore, the Declarant hereby declares that the property herein described shall be held, occupied, conveyed, and transferred subject to the following covenants and restrictions:

1. Residential structures and accessory structures only. No building or structure of any kind other than a single family dwelling or accessory structure, such as garden shed or garage, shall be erected on the property.

2. Manufactured homes. Manufactured homes are permitted if they meet the following criteria:

- a) The home must have at least 12 inch eaves;
- b) The home must have a minimum roof pitch of 3/12;
- c) Any attached garages or carports must be constructed at time of set up. Garages and carports must be of material identical with or complimentary to the home and painted to match the home. The garage/carport roof must be same pitch and material as the roof of the home.
- d) The home exterior must be wood, wood product or vinyl siding. Roofs must be covered with composition roofing or other material of similar texture and quality.
- e) The home must be pit set.
- f) The home must have skirting of concrete or concrete block.
- g. The initial purchaser must have site plans, elevations, and landscape plans approved by the Declarant prior to set up. The Declarant, for so long as the Declarant remains owner of any of the lots, shall have the authority to approve plans with reasonable and modest variations from or modifications to the above listed criteria, as long as the variations or modifications do not permit a plan that differ in overall appearance or quality from those meeting the criteria.

3. Completion of construction and landscaping. All homes must be completed and have front yard landscaping within six months of approval of the final building permit.

4. No dumping grounds. No person shall use any portion of the property as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in closed, sanitary containers. No garbage or refuse shall be stored on any lot and all garbage and rubbish shall be disposed of promptly in accordance with regular trash collection and disposal methods used in the neighborhood.

5. No temporary structures. No structures of a temporary character, such as trailers, tents, sheds, garages, or other outbuildings shall be used on any lot at any time as residence.

6. No disabled vehicles, boats, RVs. No disabled, unrepaired or unrepairable automobiles, trucks, boats, trailers, recreational vehicles or other vehicles or equipment shall be stored on any portion of the property, unless stored inside a garage or other



structure that is permitted by the county, or other governmental authority having jurisdiction, to be erected on the property for that purpose.

ROAD EASEMENT AND MAINTENANCE PROVISIONS

The Declarant hereby establishes and declares a nonexclusive easement for ingress, egress, and utilities over, under and across that portion of the property shown on the above referenced Record of Survey as MAHONIA LANE for the benefit of the present and future owners of the property. The owners of the properties benefitted by the access and utility easement, and their heirs, successors and assigns shall take said property subject to this maintenance agreement. All such owners shall share proportionately in the cost and expense of maintaining the road in good condition and repair with a smooth, level surface free of ruts or pot holes. The proportionate share of each property owner shall be established by dividing the number of parcels benefitted by the road into the cost of maintenance and repair, PROVIDED HOWEVER, if any party shall do damage to the road in excess of normal wear and tear, the party doing such damage shall be responsible for cost of making the repairs necessitated by such excess use.

The benefitted owners shall determine by majority vote annually, or more frequently if necessary, the extent of repairs and maintenance to be accomplished.

The maintenance and repair of the road is for the benefit of all benefitted property owners and the property of any owner who fails to pay his/her proportionate share as provided herein shall be subject to an assessment and lien in the amount of such share. The owner or owners of any other property paying such share shall be entitled to a lien against the property of the owner failing to pay. The lien may be foreclosed in the manner provided by law and the lienholder shall be entitled to all costs of collection and/or foreclosure, including a reasonable attorney's fee.

COVENANTS TO RUN WITH THE LAND

The covenants herein shall run with the land and shall be binding on the parties hereto, their heirs, successors or assigns, and all subsequent owners thereof.

ENFORCEMENT OF COVENANTS

Any and all persons who now own, or who hereafter own, any portion of the property are given the right to enforce these covenants and restrictions through any proceedings, at law or in equity, against any person or persons violating any of these restrictions and may recover from said persons any damages suffered by them from any violations of the restrictions or covenants.

AMENDMENT OF COVENANTS

The restrictions and covenants set forth herein may be amended by approval of owners of two-thirds of the lots within the property, as shown on the Record of Survey referenced above.

VOTING

For any actions set forth herein requiring a vote of the owners, the owners of each lot will have one vote. The vote for the lot must be cast as a single vote. No fractional votes will be allowed. The owners of each lot will decide for themselves how the vote for their lot shall be cast.

Dated June 15, 2000.

Landed Gentry Development, Inc.

by *Brian D. Gentry*

Name Brian D. Gentry

Title Vice President

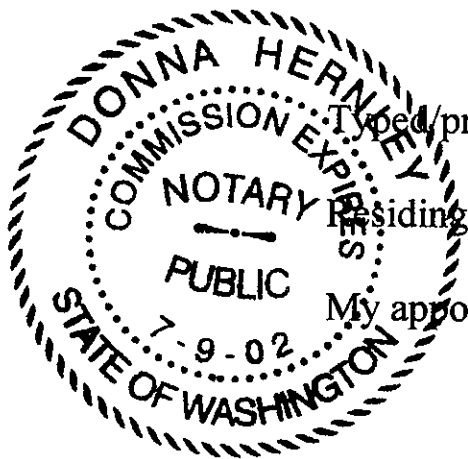
STATE OF WASHINGTON)

) ss

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is/~~are~~
the person(s) who appeared before me, and said person(s) acknowledged that he/~~she/they~~ signed this
instrument and on oath stated that he/~~she/they~~ was/were authorized to execute the instrument acknowledged
it as the Vice President of Landed Gentry Development, Inc. a Washington corporation for the
uses and purposes mentioned in this instrument.

Dated June 15, 2000, 2000



Typed/printed notary name

Donna Hernley
DONNA HERNLEY

Residing at

ANACORTES

My appointment expires

7-9-02

