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Kathy Hill, Skagit County Auditor

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**AFTER RECORDING RETURN TO:**

Marion J. Larkin  
22457 Cedardale Road  
Mount Vernon, WA 98274

Document Title: Declaration of Covenants, Conditions, and Restrictions  
Grantor: Marion J. Larkin  
Grantee: Public  
Legal Description: Lot 1, Acreage Account, Acres 20.75 Short Plat 97-0041  
AF#199909130025, Lots 2, 3 & 4 Short Plat No. 97-0041.  
Assessors Tax Parcel ID#: P115737/330429-1-002-0200, P115738/330429-1-002-0300,  
P99751/330429-1-002-0100, P99752/330429-1-003-0500.

**DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS**

**THIS DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS**

is made by Marion J. Larkin, a married man as his separate estate, hereafter referred to as "Declarant", as follows:

**RECITALS:**

WHEREAS, Declarant is owner of the real property more particularly described as Lots 1, 2, 3 and 4, Short Plat no. 97-041 filed under AF#199908130025 in Skagit County on August 13, 1999, referred to herein respectively as Lots 1, 2, 3, and 4. Additional real property described on **Exhibit "A"**, which is attached hereto and incorporated herein and referred to herein as the "Airport Property". The Lots and the Airport Property are sometimes collectively referred to herein as the "Property".

WHEREAS, Declarant desires to subject the Property to the provisions of this Declaration.

WHEREAS, the Airport Property is the subject of a special use permit authorizing an aircraft landing field pursuant to Skagit County Ordinance. This landing field predates the development and building of residences on the Property and the Holt and Owens Property as set forth in Covenants, Conditions and Restrictions recorded at AF#98123030041 and 9812040035.

WHEREAS, the purpose of this Declaration is to protect and promote the landing field as a community asset and lawful use.

NOW THEREFORE, Declarant hereby declares that the Property, including the

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improvements constructed on or to be constructed thereon is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter, their respective heirs, legal representatives, successors, successor-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

Declarant grants, declares and covenants as follows:

1. **AIRCRAFT LANDING FIELD USE.** Use of the airport property as an aircraft landing field pursuant to Skagit County Special Use Permit 88-018 is hereby ratified and affirmed.

2. **NO OBJECTION TO LAWFUL OPERATION OF AIRCRAFT LANDING FIELD.** No property owner or other person subject to the provisions of this Declaration shall object to the lawful operation of the aircraft landing field pursuant to the above-mentioned Special Use Permit on the Airport Property.

3. **PROTECTION OF FLYWAY.** No owner of a lot or parcel within the Property shall build, grow, or create a hazard to the approach flyway to the aircraft landing field. The planting of trees, plants, and vegetation in a clear fly zone which begins at the west end of the runway, extending five hundred (500) feet to the west and one hundred fifty (150) feet in width, seventy-five (75) feet on each side of said runway centerline, is restricted. Trees, plants and vegetation are permitted which do not penetrate an eight percent (08%) glide slope to the West end of the runway. Buildings and structures of all types are not allowed in the clear fly zone. Should the aircraft landing field no longer be permitted such use, this section will become void and no longer in force.

4. **GENERAL PROVISIONS:**

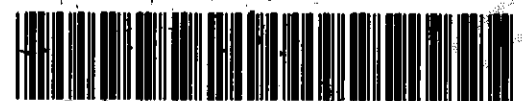
a. **Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of the Declaration are declared to be severable.

b. **Binding Effect.** In all respects, the provisions of the Declaration shall be construed and interpreted as covenants which run with and are appurtenant to the land of the parties above described, and shall be binding upon and inure to the benefit of their heirs, assigns, successors and personal representatives of the parties hereto.

c. **No Waiver.** Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

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**d. Entire Agreement.** This Declaration contains all representations and is the entire understanding hereto with respect to the subject matter hereof.

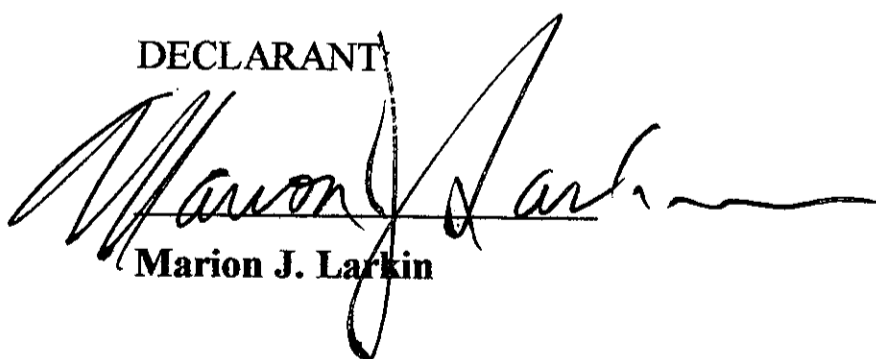
**e. Attorney's Fees.** In the event any party hereto shall find it necessary to contract an attorney in order to enforce his rights under the terms and conditions of this Agreement, the prevailing party in said dispute shall be entitled to his reasonable attorney's fees whether or not a suit is filed, and in the event an appeal is taken from the decision of the trial court in any suit commenced hereunder, the prevailing party shall be entitled to recovery of costs and reasonable attorney's fees incurred on appeal.

**f. Notices.** All notices or demands to be given by each party to the other under this agreement and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

**g. Enforcement.** In the event of a default on any of the provisions of this Agreement, damages for such default will be difficult or impossible to assess and will not afford a full and adequate remedy to the injured party. One of the property benefited by this covenant (that is, the Airport Property) shall have the right and power to enjoin any breach or threatened breach of this covenant as well as recover damages for such breach and shall have any and all remedies available to him at law or equity, including specific performance and injunction. In any action to enforce the provisions of this covenant, the defending party hereby waives for themselves and for their successors any claim or defense that monetary damages sufficiently remedies the injury attendant upon such default or violation.

**In Witness whereof,** the Declarant has executed this Declaration of Covenants, Conditions, and Restrictions this 29<sup>th</sup> day of June, 2000.

DECLARANT

  
Marion J. Larkin

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JUN 29 2000

Amount Paid \$  
By Skagit Co. Treasurer  
Deputy

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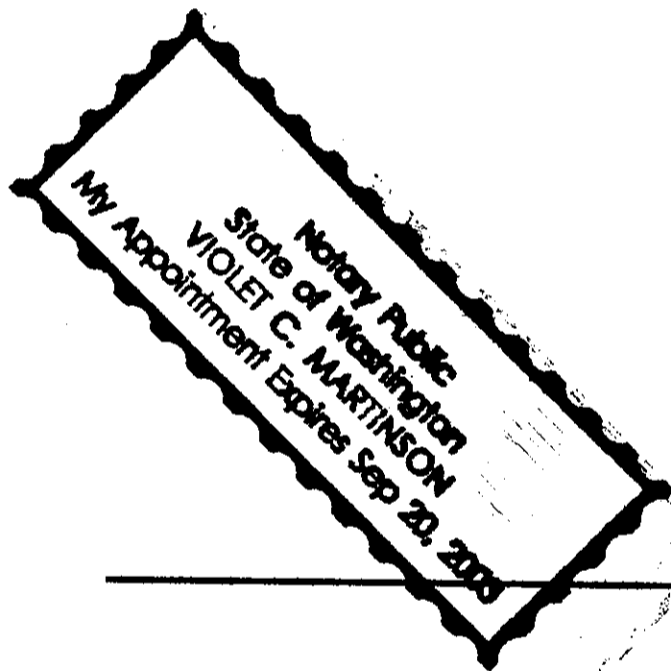
STATE OF WASHINGTON )

) ss:

COUNTY OF SKAGIT )

On this 29<sup>TH</sup> day of June, 2000, before me personally appeared **Marion J. Larkin** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29<sup>th</sup> day of June 2000.



Violet C. Martinson

Notary Public in and for the State of Washington

My Appointment Expires: 9/20/03



## **EXHIBIT "A"**

**Lot 1, Lot 2, Lot 3, Lot 4, Short Plat No. 97-0041** filed under A.F. No. 199908130025 Skagit County on August 13, 1999. Legal Description: That portion of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 29, Township 33 North, Range 4 East, W.M., Skagit County, Washington, lying Northerly of a year-round stream that flows from East to West and lying East of the following described North-South line: Beginning at a  $\frac{3}{4}$  inch iron pipe marking the North  $\frac{1}{4}$  corner of Section 29, Township 33 North, Range 4 East, W.M.; thence S87deg51'54"E along the North line of said Section, a distance 596.99 feet to an iron pipe capped and stamped Steele 13138, being the point of beginning of the herein described line; thence S00deg34'33" parallel to the centerline of said Section (and passing 100 feet East of the mid-point of an existing building) to the centerline of a year-round stream that flows from East to West and the terminus of said line; ALSO that portion of the East  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 29, Township 33 North, Range 4 East, W.M., lying Northerly of said year-round stream.

**Airport Property: Legal Airport – 9.62 acres purchased from Owens:**

The North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 29, Township 33 North Range 4 East, W.M., EXCEPT the North 60 feet thereof, AND EXCEPT that portion of the West 813.25 feet of said subdivision, lying North of the South 150 feet thereof. Situate in the County of Skagit, State of Washington

