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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 Easement and Restrictive Covenants
Declarant	Marion J. Larkin
Legal Description:	Lot 3, Short Plat No. 97-0041 Recorded under Skagit County Auditor's File #199908130025 on August 13, 1999. Lot 4, Short Plat No. 97-0041 Recorded under Skagit County Auditor's File #199908130025 on August 13, 1999
Tax Acct. Nos	P99751/330429-1-002-0100, P115739/330429-1-003-0700, P99752/330429-1-003-0500

DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS

THIS DECLARATION FOR 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 Lots 3 and Lot 4, Short Plat No. 97-0041 in a Portion of the NE ¼ of the NW1/4 of Section 29, T33N, R4E, and a Portion of the NW1/4 of Section 28, T33N, R4E, W.M. Recorded under Skagit County Auditor's File #199908130025 and referred to herein as the "Property".

WHEREAS, Declarant desires to subject Lot 4 to this easement and certain restrictions related to the construction of structures, the height of structures and vegetation, and the use of the access road, all for the benefit of Lot 3 and the residence located there.

NOW THEREFORE, Declarant hereby declares that the real property, Lots 3 and 4 of the Property, including the improvements constructed 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 representative, successors, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. LOT 4 VIEW EASEMENT. Declarant hereby grants and declares a View Easement over a

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portion of Lot 4 of the Property as depicted on **Exhibit "A"** which is attached hereto and incorporated herein. The View Easement is granted for the benefit of Lot 3 for the purpose of protecting the view and light from the residence that is at presently situated on Lot 3.

a. **Restrictions on Parcel 1, Lot 4.** Parcel 1 on Lot 4 is depicted on the attached Exhibit A and legally described on the attached Exhibit "B". The following restrictions apply to Parcel 1:

1. **Buildings prohibited:** No building or structure of any type may be constructed in Lot 4, Parcel 1, as depicted on Exhibit A. Provided, however regrading of the ground necessary for landscape and/or septic system is allowed.

2. **Trees, plant growth restricted.**

a. **Restrictions Parcel 2, Lot 4.** Parcel 2 on Lot 4 is depicted on the attached Exhibit "A" and legally described on the attached Exhibit "B". The following restrictions apply to Parcel 2:

1. **Buildings and Structures.** Buildings and structures may be built on Parcel 2 which shall not exceed a height that would intersect the line of horizon extended from the floor level of the Great Room of the residence existing on Lot 3 and extending to the eastern shore of Skagit Bay at ordinary high tide. In no case shall the view of Skagit Bay and adjoining waters from the residence on Lot 3 be obscured.

2. **Shrubs, trees or other plants.** Shrubs, trees or other plants are restricted in height and shall be no higher than the plane described as follows: An inclined plane such that the easterly horizontal edge shall be in congruence with the east boundary of Parcel 1 and rising six (6) feet above the surface at the midpoint of said boundary, then projected to the west to a horizontal line in congruence with the west boundary of Parcel 2 rising thirty (30) feet there above. Provided further, shrubs, trees or other plants shall not be higher than the line of sight restrictions stated for buildings and structures in Section 1.6.1 above.

3. **Dust and Particulates.** Access to Lot 4 is gained through an easement over Lot 3. Prevailing westerly winds carry airborne particulate matter, dust, created on Lot 4 and the roadway access thereto, onto and into the residence located to the east of Lot 4. Owners of Lot 4 shall take all necessary measures to eliminate the creation of dust on Lot 4 and the access roadway

2. GENERAL PROVISIONS.

a. **Enforcement.** In the event of a violation of the covenants, restrictions and easements contained herein by the owner of Lot 4, then the owner of Lot 3 shall have any and all remedies available to him at law or equity, including specific performance and injunction, it being acknowledged that in the case of violation legal remedies may be inadequate. Provided further, if the owner of Lot 4 fails to maintain the vegetation and comply with the height restrictions contained herein, then after thirty (30) days written notice of non-compliance to the owner of Lot 4, the owner of Lot 3 may have the vegetation trimmed to

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comply with the height restrictions herein contained and recover from the owner of Lot 4 the costs incurred together with interest at the statutory rate.

b. 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.

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

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

e. Severability. Invalidity of any of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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, and addressed to the legal address of:

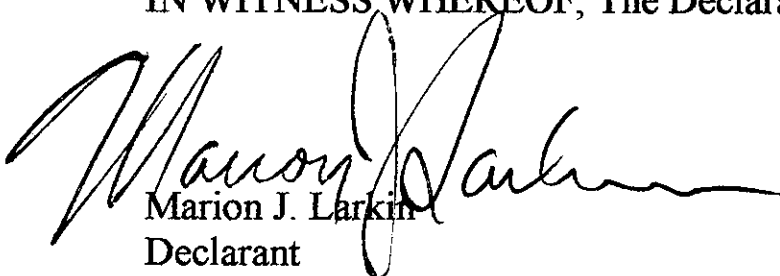
Owner, Lot 3
19690 Trophy Lane
Mount Vernon, WA 98274

Owner Lot 4
19687 Trophy Lane
Mount Vernon, WA 98274

Notices and demands sent by mail shall be deemed to have been given and delivered when property mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

g. Binding Effect. In all respects, the provisions of this 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 to and personal representative of the parties hereto.

IN WITNESS WHEREOF, The Declarant has executed this Declaration this 29th day of June, 2000.


Marion J. Larkin
Declarant

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUN 29 2000

Amount Paid \$ 0
Skagit Co. Treasurer
By DC Deputy

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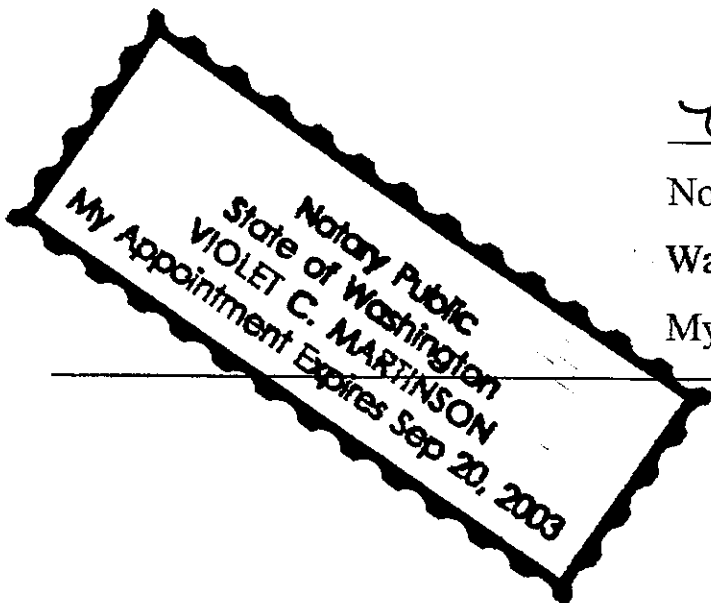
STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

On this 29 day of June, 2000, before me personally appeared MARION J. LARKIN, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary action and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal This 29 day of June, 2000.



Violet C. Martinson

Notary Public in and for the State of

Washington, residing in Mount Vernon

My commission expires 9/20/03

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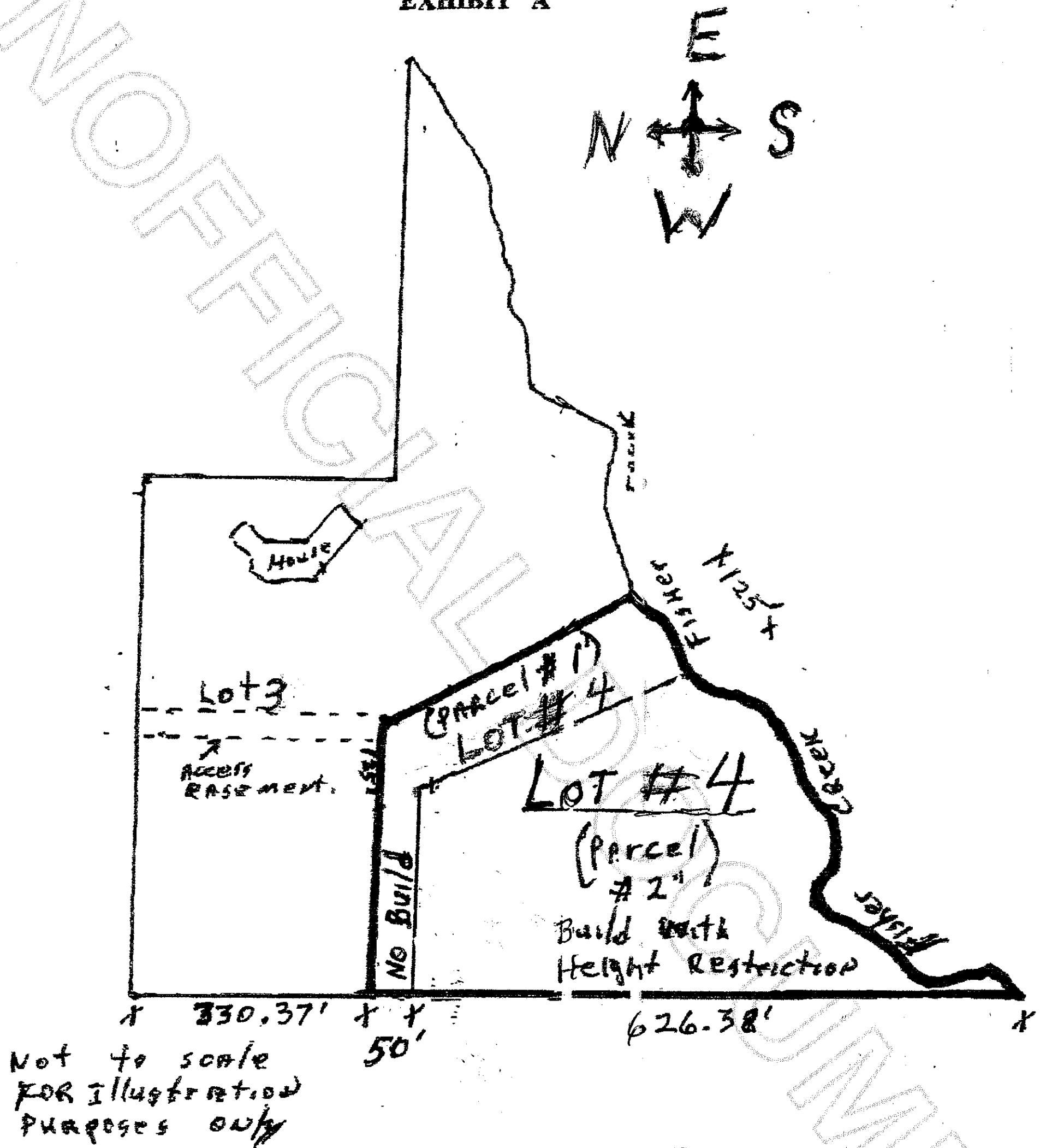


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EXHIBIT "A"



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EXHIBIT 'B'

Description Parcel #1, Lot 4. A portion of Lot 4, Short Plat No. 97-004 Recorded under Skagit County Auditor's File #199908130025 on August 13, 1999. Starting at the N/E corner of Lot #4, the point of beginning, then West along the North boundary line of Lot 4 to the N/W corner Lot 4, then South fifty (50) feet along the west boundary line Lot 4, then East 260 feet along a line parallel to the North boundary line Lot 4, then S/SE along a line parallel to the East boundary Line Lot 4 to the intercept point with Fisher Creek, then E/NE along the center line of Fisher Creek to the NE corner of Lot 4, then N/NW along the East boundary line of Lot 4 to the point of beginning.

Description Parcel #2, Lot 4. That remainder portion of Lot 4, Short Plat No. 97-0041 Recorded under Skagit County Auditor's File #199908130025 on August 13, 1999 not contained within Parcel 1, Lot 4 described immediately below.

Description Lot 3. Lot #3, Short Plat No. 97-0041 Recorded under Skagit County Auditor's File #199908130025 on August 13, 1999.

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