

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Law Office of Craig E. Cammock
P.O. Box 836 / 415 Pine Street
Mount Vernon, WA. 98273



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Skagit County Auditor
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SECOND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor (s) NORDCO GROUP, L.L.C., a Washington limited liability company
Grantee (s) THE PUBLIC
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: LOT 1, LOT 2, LOT 3 & LOT 4 OF SP 99-0030
Additional Legal on page(s) SEE EXHIBIT A
Assessor's Tax Parcel No's:

SECOND DECLARATION OF COVENANTS. CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SIGNE PLACE

This instrument is made on the date hereinafter set forth by the undersigned, who are the owners of certain land situated in the State of Washington. County of Skagit, known as Signe Place, described in Appendix "A" attached hereto. The undersigned agree and declare that all of said lands are, and will be, held, sold and conveyed subject to and burdened by the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, their instrument shall be binding upon all parties having or acquiring any right, title or interest in the said lands or any part thereof, and shall inure to the benefit of the owner thereof and shall otherwise in all respects be regarded as covenants running with the land.

1. ARTICLE 1 - DEFINITIONS:

1.1. In this declaration, unless the context requires otherwise, the following definition will apply.

"Development or Subdivision" shall mean Lots 1,2,3 And 4 Skagit County Short Card No. Sp-99-0030 Approved March 20, 2000 And Recorded March 21, 2000 Under Skagit County Auditor's File Number 200003210085, Records of Skagit County, Washington.

1.2. "Land" means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock or other substance, and includes free or occupied space for an indefinite distance upwards as well as downward, subject to the limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of the State of Washington or the United States.

1.3. "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.

1.4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee or undivided fee interest in any lot which is a part of the properties, including contract purchasers, but shall not include a contract seller, a mortgagee or beneficiary under a Deed of Trust, or those holding record ownership merely as security for the performance of an obligation.

1.5. "Declarant" shall mean and refer to NORDCO GROUP, L.L.C., its successors and/or assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

1.6. "Mortgage" means a mortgage, deed or trust, or a real estate contract covering a lot of other portion of the property.

1.7. "Declaration" means the declaration of covenants, conditions, easements and restrictions applicable to the property recorded in the office of the Skagit County recorder.

2. ARTICLE 2 - RESIDENTIAL COVENANTS

The following covenants are hereby imposed upon the use and ownership of the lots in Signe Place. (See Appendix A).

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2.1. Residential Use. No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories (30 feet) in height. One accessory building may be erected for purposes such as a private swimming pool, or a shelter or port for the protection of such swimming pool, storage of a boat and/or camping trailer kept for the personal use or for workshop, storage or other such use. However, accessory buildings are only allowed on the conditions that the location of such structure is in conformity with the applicable governmental regulations, is compatible in design and decoration with the residence constructed on such lot (specifically utilizing siding and construction of same color, materials and design as the residence located on the lot), does not exceed a footprint square footage greater than 50% of the footprint square footage of the residence located on the lot and does not unreasonably obstruct or obscure the view of another owner. Property owners shall provide off street parking for their personal recreational vehicles. Accessory buildings may only be erected after or simultaneous with completion of a residence upon the lot. No mobile homes or prefabricated modular homes of any kind may be located upon any Lot.

The provisions of this section shall not be deemed to prohibit the right of anyone to construct a residence on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family as a sales office or model home for the purpose of sales of residences in Signe Place. The provisions of this section shall not be deemed to prohibit the construction or use of a mother-in-law apartment which is wholly contained within the footprint of the dwelling described above.

2.2. Dwelling Size. Each residence shall conform to the following requirements.

2.2.1. The ground floor area of a one-story dwelling, exclusive of open porches and garages, shall be a minimum of 1800 square feet.

2.2.2. The finished living area of a structure more than one-story (such as two stories, multi-level, split level, tri-level, etc.), shall be a minimum of 2000 square feet, exclusive of open porches and garages.

2.3. Building Setbacks. No residence shall be located on any lot nearer than twenty (20) feet to the front lot line, nearer than twenty-five (25) feet to the rear lot line or nearer than five (5) feet to a side lot line.

2.4. Easements. Easements for installation and maintenance of utilities and drainage, and irrigation facilities, are reserved as shown on the recorded plat and in all other documents recorded after the date of the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such utilities, or which may change the direction of flow of



water through a drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on any lot and all improvements in it shall be maintained continuously by the lot owner.

2.5. Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding on any lot shall be used as a residence, either temporary or permanent, at any time other than during construction of a residence on the Lot. During construction of a residence, Owners may reside in a trailer or recreational vehicle located on the lot. In no event shall such temporary living arrangements be utilized for a period of longer than 2 years.

2.6. Fences and Hedges. No fence shall exceed six (6) feet in height from the finished lot grade. Side yard fences shall not project beyond the front walls of any dwelling or garage except at entry as installed by developer. No chain link fencing may be used. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences. Retaining walls: nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.

2.7. Propane Tanks. All liquid propane tanks or other such item shall be shielded from view by burial or by a wood fence, enclosure of similar siding, color and design as the residence or greenscreen of adequate height and density so that no part of the propane tank or other such item is visible to any other owner or from any public road or location.

2.8. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, through noise, dust, emission, sight or smell, an annoyance or a nuisance in Signe Place.

2.9. Business and Commercial Uses. No trades, crafts, business, professions, commercial or similar activity of any kind shall be conducted in Signe Place, nor shall any goods, equipment, vehicles, materials or supplies used in connection with trade, service or business be kept or stored on any lot: provided, however, that any homebuilder may store construction materials and equipment on said lots in the normal course of said construction.

2.10. Signs. No sign of any kind shall be displayed to the public view on any lot or improvement, except one professionally made sign of not more than six square feet advertising the property for sale. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner, or placement of a sign by the developer, which signs must comply with the local sign ordinances. This restriction shall not apply to signs used by the developer, builders, realtors or agents during the original construction and sales of residences.



2.11. **Parking.** No more than one boat, trailer, motorcycle, truck, truck-camper and like equipment may be parked or stored on any part of any lot or on public ways adjacent thereto except within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any lot for more than forty-eight (48) hours.

2.12. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in a manner which creates a nuisance or unreasonable disturbance to the other owners.

No animals, livestock or poultry may be kept, bred or maintained for any commercial purposes. No lot owner shall cause, permit or allow any dog owned by or in his custody to roam, run, or be away from the premises of such owner or custodian. A lot owner may stable and/or pasture horses on the lot owner's property as long as the lot owner takes all reasonable steps to minimize odors, insects and pests related to the presence of the horse(s).

2.13. **Trash Or Rubbish.** No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

2.14. **Construction Completion.** Construction of any residence shall be completed, including exterior decoration, within twelve (12) months from the date of the start of such construction. All lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, and debris.

2.15. **Landscape Completion.** All front yard landscaping must be completed within one year of the time that the construction of the residence is complete. A residence shall be deemed complete when occupancy of the residence commences or when an occupancy permit is issued by a governmental entity, whichever is earlier.

2.16. **Antennae and Service Facilities.** Exterior antennae shall not be permitted to be placed upon any lot or on the roof of any structure. This shall include but not be limited to dish antennae or satellite receivers exceeding three (3) feet in diameter.

2.17. **Exterior Finish.** The exterior of each residence shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping of Signe Place. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures they adjoin. No exterior siding material such as T-1-11 will be allowed, except on the back of a structure. For the purposes

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of the previous sentence, "back" shall be defined as that part of the residence which cannot be seen from the Signe Place cul de sac. Roofing must be 25 year asphalt laminated, shingle roof or better.

2.18. Driveway. Driveways for all residences shall be constructed of crushed rock, concrete, exposed aggregate or asphalt and shall be constructed so that they extend outward from the lot a sufficient distance to join the paved portion of Singe Place. All driveways shall be maintained to present an attractive appearance and to reasonably minimize dust.

2.19. Window Covering. Standard curtain materials or blinds only will be permitted as window covering. At no time are blankets, sheets, tar paper, foil, etc., To be placed in windows.

2.20. Clothes Lines, Other Structures. No clotheslines or other structure of a similar nature not specifically addressed by these covenants shall be visible from front street (Signe Place).

3. ARTICLE 3 - ARCHITECTURAL CONTROL

3.1. Architectural Control: No landscaping and no building, fence, wall or other structure shall be commenced, erected or maintained upon the lots nor shall any exterior addition to or change or alteration therein be made until, prior to issuance of building permits from any governmental authority, the plans and specifications showing the color, nature, kind, shape, height, materials and location of the same shall have been submitted to each other owner and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the other owners. At no time shall the other owners be required to attain for themselves said plans and specifications. In the event the other owners fail to approve or disapprove such design and location within 10 days after said plans and specifications have been submitted to them, approval will not be required and this article will deem to have been fully complied with.

The record owner of each Lot shall carry be entitled to one vote with respect to architectural control. However, the owner of the lot who is proposing an improvement or change shall not be entitled to vote. After submittal of proposed plans, if at least a majority vote disapproves of the submitted plans, the proposal shall be deemed disapproved. However, the proposing owner may submit the matter to arbitration pursuant to this declaration, if in the proposing owner's opinion, the vote of the other owners was unreasonable or inconsistent with the actions allowed under this declaration.

4. ARTICLE 4. ENFORCEMENT. The developer and lot owners shall have full power and authority to enforce the covenants in this declaration in any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants, and to recover



damages sustained by reason of such violation. If the developer or any lot owner employs counsel to enforce any of these covenants, all expenses incurred in such legal process, including a reasonable attorney's fee shall be paid by the lot owner violating the covenants.

4.1. Effect of Breach on Mortgage. The breach of any of these covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value affecting any lot or lots or portions of lots in Signe Place.

4.2. Waiver. No delay or omission of any kind on the part of the developer or the owners of other lots in Signe Place in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the covenants in this declaration. No right of action shall accrue against the developer or the owners of lots in Signe Place for or on account of their failure to bring any action to enforce these covenants.

4.3. Extent of Remedies. These covenants are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be available.

5. ARTICLE 5 - AMENDMENT

5.1. This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination, revocation or amendment which is signed by not less than seventy-five percent (75%) of the lot owners.

6. ARTICLE 6 - COVENANTS RUNNING WITH THE LAND

6.1. The covenants, conditions, easements and restrictions contained in this declaration shall be deemed to run with the land, shall be a burden and benefit upon the lots and all other portions of the property, shall be binding upon all persons acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns.

7. ARTICLE 7 - NOTICES

7.1. Any notice permitted or required to be delivered under the provisions of this declaration, may be delivered either personally or by mail. If delivery is by mail, such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the united states mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent mailing address shown for the lot on the Skagit county assessor's records.

8. ARTICLE 8 - SEVERABILITY



8.1. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

9. ARTICLE 9 – INTERPRETATION.

9.1. The provisions of this declaration shall be liberally construed to effectuate its purposes to create a uniform plan for the development and operation of the property.

10. ARTICLE 10 - EFFECTIVE DATE.

10.1. This declaration shall take effect upon recording with the Skagit county recorder.

Dated this 26 day of October, 2000.

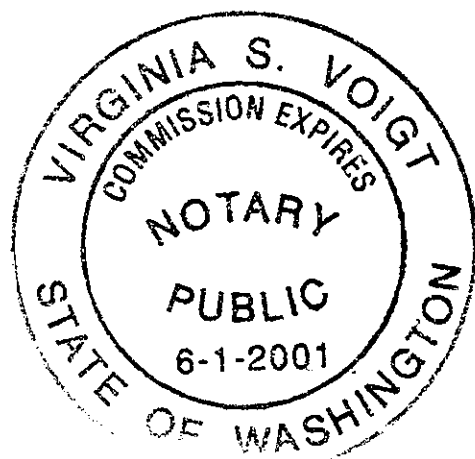
NORDCO GROUP, L.L.C.

By: 

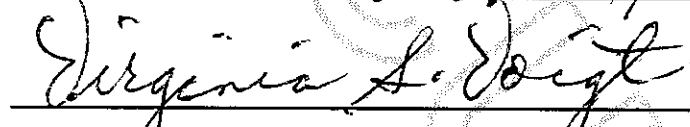
CRAIG CAMMOCK, MANAGER

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that CRAIG CAMMOCK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANGER of NORDCO GROUP, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: October, 26, 2000



VIRGINIA VOIGT, NOTARY PUBLIC

My appointment expires: 6-1-2001

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APPENDIX "A" - LEGAL DESCRIPTION

LOTS 1,2,3 AND 4 SKAGIT COUNTY SHORT CARD NO. SP-99-0030
APPROVED MARCH 20, 2000 AND RECORDED MARCH 21, 2000
UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200003210085,
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 34 NORTH,
RANGE 4 EAST, W.M..

SITUATE IN SKAGIT COUNTY, WASHINGTON.

Appendix "A"


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