


Nielsen Brothers, Inc.
P.O. Box 2789
Bellingham, WA 98227


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DOCUMENT TITLE: PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARANT: NIELSEN BROTHERS, INC.

ABBREVIATED LEGAL DESCRIPTION: PTN SEC 31/32, T 36 N, R 4E

ASSESSOR'S TAX PARCEL NUMBER: 36043140050103, 360432380063-

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
RIVER VALLEY VIEW ESTATES**

For the purpose of providing a desirable residential area, NIELSEN BROTHERS, INC., a Washington corporation, ("Declarant") hereby establishes the following protective covenants, conditions and restrictions which shall hereafter apply to and protect the real property situated in the County of Skagit, State of Washington, as described hereafter:

The Southeast Quarter of the Southeast Quarter of Section 31, and that portion of the Southwest Quarter of the Southwest Quarter of Section 32, Township 36 North, Range 4 East, W.M., lying West of State Highway right of way as conveyed to the State of Washington, by Deeds dated July 25, 1929 and July 26, 1929 and recorded on August 21, 1929 and February 18, 1930, under Auditor's File Nos. 226080 and 231128, respectively,

Except from all of the above, right of way for Bow Hill Road,

and also except that portion thereof lying South of the Bow Hill Road.

Said property is the property described in that Plat entitled "River Valley View Estates" being recorded herewith in the office of the Auditor of Skagit County, State of Washington, in Volume of Plats, pages and filed May 7, 2001, 2001, under Auditor's File Number 200105070102.

1. Each lot shall be used primarily for residential purposes. All buildings and structures shall be constructed in accordance with applicable Skagit County building code regulations. The primary residential structure to be allowed upon any residential lot shall have at least 1,400 square feet, as measured to the outside walls, not including porches, decks, patios, garage or other accessory building(s). The residential dwelling shall be either a stick built or a new (not previously licensed) pre-manufactured home on a permanent foundation with an attached or detached garage for not less than two (s) standard size passenger automobiles. During construction of a residential structure, a construction office and construction materials may be placed on a residential lot. All buildings and structures shall be completed on the exterior, including paint or other suitable finish, within nine (9) months of commencement of construction. Buildings and structures shall be located on each lot in accordance with the Skagit County codes. Mobile homes can be used as a temporary residence for a period not to exceed a total of twelve (12) months during the period of construction of a permanent residence. After that they must be removed from the property.

2. Roofs shall have a minimum 3/12 slope on all structures. Roofs shall be of asphalt composition, cedar shake or shingle (or substitute), metal or tile.

3. House siding shall be of cedar, L.P. type siding, beveled siding, Masonite type hard board siding, channeled siding, Hardi Plank or vinyl siding. Plywood T-111 siding is NOT an approved siding. All metal fireplace chimneys shall be wrapped in either wood or stone. The entire house must be painted or stained. the colors shall be consistent with and in general conformity to the remainder of the neighborhood. The idea is that colors that are very bright, provocative or draw the attention of persons looking at the house should be avoided. Color schemes shall be selected to provide a homogeneous nature and neutral look to the property.

4. Fences shall NOT exceed six (6) feet in height. Fences shall be well constructed of suitable fencing material. No fence, wall or hedge over three (3) feet in height shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does NOT extend more than two (2) feet above the finished grade at the back of said wall. No radio or television antennas shall be permitted to extend more than ten (10) feet above the roof line of any residence.

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5. The builder or owner shall install or have installed within six (6) months of occupancy of any home, landscaping of at least twenty five (25) feet in the front and back of the house and at least twelve (12) feet through the side yards. Said measurements shall run from the foundation outward. Yards shall be regularly mowed and neatly maintained at all times.

6. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried upon any lot, or within any building located on a lot, unless said activity is in compliance with a permit issued by Skagit County regarding home based businesses or a Conditional Use Permit has been obtained from Skagit County. This provision shall not apply to Lot 9 as long as that lot is owned by Declarant.

7. Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.

8. Any roads within the short plat, or any portion thereof, shall not be used for storage of automobiles, boats, trucks, trailers or recreational vehicles. No owner of any lot shall permit any automobiles, boats, trucks, trailers or recreational vehicle owned by such lot owner, any member of the lot owner's family or any guest, acquaintance, or invitee to be parked upon any road for a period in excess of forty-eight (48) hours in any consecutive 30 day period. Recreational vehicle(s) and boat(s) must be stored in a garage, carport or a screened parking area.

9. No goods, equipment, trailers of any description, or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored dismantled or repaired upon any residential lot, street or road, unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner that the same are not visible from any street, road or any other lot in the plat, except for construction material and a construction office for residential constructions as described in Section 1 above.

10. All animals, livestock, or poultry of any kind shall be maintained in adequately and properly fenced areas or housed in neat buildings or structures that are build according to county building codes, Cats, dogs, birds or other household pets may be kept if they are not kept in numbers or under conditions so as to become a hazard to health, safety and/or quiet enjoyment of any lot subject to this declaration. The number of hoofed animals that are on the lot is limited to three (3). All dogs must be kept so as to minimize excessive noise from barking or they be

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considered a nuisance according to the terms of these covenants, conditions and restrictions.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot except as provided for in Section 4 of the General Provisions as found below.

12. There shall be no storage or retention of any automobile hulk, whether abandoned or not, or equipment of any nature, or used furniture or appliances of any nature unless the same are completely enclosed within a building or at all times not visible from the road, street or other parcels. Automobile hulks and equipment referred to herein shall include any wrecked, dismantled or inoperative motor vehicles or equipment or any part thereof which cannot be made an operative motor vehicle or operative piece of equipment without the addition of parts or mechanisms and the application of a substantial amount of labor to effect repairs. Substantial amount of labor to effect repairs shall mean mechanical labor in excess of eight (8) hours of time. This provision shall not apply to Lot 9 as long as that lot is owned by Declarant.

13. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrub clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon the roads, ditches or the adjacent property. The removal and proper disposal of all such material shall be the sole responsibility of the individual parcel owner. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. No noxious or offensive activity shall be carried on upon any lot. No activity shall be allowed to become an annoyance or nuisance or decrease the value of the property of any neighbor or of the neighborhood in general.

15. No signs of any kind shall be displayed to the public view on any lot, except professional signs that total not more than three (3) square feet, advertising the property for sale or rent, and/or a sign used by the builder to advertise the property during the construction and sales period are permitted. Signs of a political nature may be displayed from thirty (30) days prior to election day and one (1) day following election day.



16. All owners or contract purchasers of residential lots in this plat, or any addition or alteration thereto, shall become members of the River Valley View Estates Road Association. All owners or contract purchasers of an interest in said residential lots shall pay any and all charges and/or assessments made by the Association pursuant to the terms and conditions of the Articles of Incorporation and/or Bylaws of said Association as they presently exist or may hereafter be amended. Each owner or contract purchaser shall be provided with a copy of the Articles of Incorporation and the Bylaws of said Association and shall sign a receipt for same, acknowledging that he or she is bound by the terms thereof. this provision is a covenant running with the land and is binding on the original Grantee, their heirs, successors and assigns.

GENERAL PROVISIONS

1. The Declarant and/or owner of any lot or lots subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this declaration; provided however, that the Declarant's right to enforce the provisions of this declaration shall terminate at such time as the Declarant shall cease to be an owner of a lot or lots subject to this declaration; and provided further, however, the termination of the Declarant's power to enforce this declaration shall in no way affect the power of any other lot owner to enforce the terms and conditions of this declaration. In any action to enforce the terms and conditions of this declaration, the party prevailing shall be entitled to an award of such party's costs, including attorney's fees, against the non-prevailing party for all costs incurred with respect to the enforcement of this declaration. Failure of the Declarant or any such owner or contract purchaser to enforce any covenant, conditions or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidity of any one of these covenants, conditions or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

3. The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this declaration including the Declarant, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

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years, unless an instrument terminating all covenants, conditions and restrictions, which is signed by not less than seventy-five (75) percent of the owners of the property subject to the declaration, shall have been recorded with the Skagit County Auditor. Amendments may be adopted if the instrument is signed by not less than seventy-five (75) percent of the owners. Amendments shall take effect when they have been recorded with the Auditor of the County of Skagit.

4. All oil, gas and mineral rights and the right to remove oil, gas and such minerals on or in the real property described in the above mentioned short plat shall be reserved unto the Declarant here and others and excepted from the conveyance of all or any portion of the real property as though written therein, provided that the owners of such real property shall be compensated for any damage or injury to the surface and structures thereon that may be occasioned by any removal of such oil, gas and minerals.

5. Nothing herein contained shall impair or defeat the lien or any mortgage or deed of trust now or hereafter recorded covering any lot or lots. Title to any property obtained as a result of any foreclosure proceeding shall specifically be held subject to all of the provisions herein.

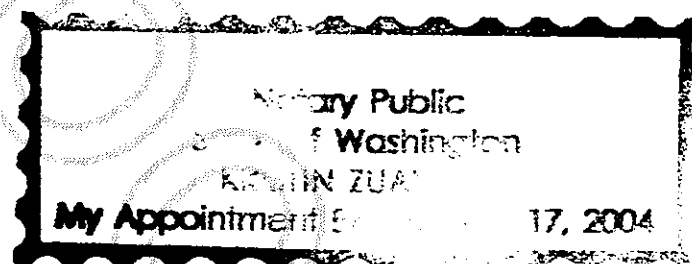
DATED this 4 day of MAY, 2001.

NIELSEN BROTHERS, INC.

BY: [Signature]
Robert C. Nielsen, President

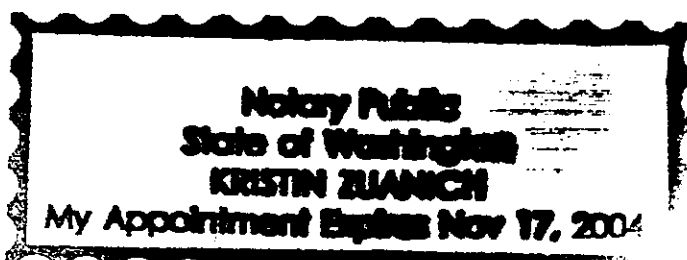
STATE OF WASHINGTON)

COUNTY OF WHATCOM)



On this 4th day of May, 2001, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert C. Nielsen, to me known to be the President of Nielsen Brothers, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public in and for the State of
Washington residing at Bellingham, WA

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