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Coupeville, WA 98239



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, Skagit County Auditor

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
ANKNEY HEIGHTS**

**Grantor(s):** LRDTD Johnson Partnership, a Washington general partnership

**Grantee(s):** LRDTD Johnson Partnership, a Washington general partnership

**Legal Description:** PLAT OF ANKNEY HEIGHTS located in a portion of the  
NW 1/4 of the SE 1/4 and in the NE 1/4 of the SW 1/4 and  
in the NW 1/4 of the SW 1/4 of Section 13, Township 35 N.  
Range 4 E., WM., Skagit County, Washington.

Additional legal is on Pages 25 and 26 (Exhibit A) of document.

**Assessor's Tax Parcel Number(s):** P36363

**Reference Numbers of Documents Assigned or Released:** N/A

THIS DECLARATION is made on the date hereinafter set forth by LRDTD  
JOHNSON PARTNERSHIP, a Washington general partnership ("Declarant").

**RECITALS**

A. Declarant owns the real property described in Article II, Section 1,  
of this Declaration.

B. Declarant desires to subject the real property described in Article II,  
Section 1, hereof to the provisions of this Declaration to create a residential  
community consisting of twenty-eight (28) lots (hereinafter "the Lots"), of which  
twenty-seven (27) are desirable single-family residential lots, known as the Plat  
of Ankney Heights (hereinafter "the Plat").

C. The City of Sedro Woolley requires a mechanism for the  
maintenance, repair and replacement of storm water, water detention and  
drainage facilities and of streets and other improvements located within the Plat.

NOW, THEREFORE, Declarant hereby declares that the real property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed hereon (hereinafter "Property"), is hereby subjected to the provisions of this Declaration. The Property shall be held, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereunder made subject to these declarations. These declarations shall be binding on all persons having any right, title or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors and assigns, and shall inure to benefit of each and every owner of all or any portion of the Property.

## **ARTICLE I**

### **Establishment of Homeowners Associations**

Declarant has established the **Ankney Heights Homeowners Association**, a Washington nonprofit corporation organized under RCW 24.03 and governed by RCW 64.38 (hereinafter "the Association"), for the purpose of using, maintaining and operating common areas and easements within the Plat, including the retention pond, storm water and drainage facilities, and is and shall be charged with implementing the rights, duties and obligations arising under this Declaration and under any easements, restrictive covenants and other instruments as may have been or may hereafter be placed of record with the Auditor of Skagit County relating to land use, buildings, drainage, sewage and waste facilities affecting, benefiting and/or serving the Property described in Article II.

## **ARTICLE II**

### **Property Subject To This Declaration**

The real property which, by the recording of this Declaration, is subject to the covenants and restrictions hereinafter set forth and is legally described on Exhibit A, attached hereto and by this reference incorporated herein.

## **ARTICLE III**

### **Association Membership and Voting Rights**

**Section 1:** The Association shall have two classes of voting membership:

**Class A:** Class A Membership shall be the owners of the Lots, with the exception of the Declarant, and said owners shall be entitled to one vote for each Lot owned. When more than one person holds any interest in any Lot, all



such persons shall be members. The vote for such Lot shall be exercised among them as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B:** Class B member(s) shall be the Declarant (as defined in this Declaration). The Class B Membership shall be entitled to three votes for each Lot owned. The Class B Membership shall cease and be converted into a Class A membership when fifty percent (50%) of the Lots within the Plat have been sold.

## ARTICLE IV

### Assessments

**Section 1. Purpose of Assessment.** The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of the Lots, including but not limited to the enforcement of the provisions of this Declaration and the maintenance of real and personal property or easement areas, and maintenance of any storm water retention basin or pond and drainage system, all as may be more specifically authorized from time to time by the Board of Directors of the Association ("the Board").

**Section 2. Creation of the Lien and Personal Obligations for Assessments.** Each owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) an annual assessment; and (b) special assessments, such assessments to be established by the Board and collected as hereinafter provided. Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors.

**Section 3. Computation.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming fiscal year. The Board shall cause the budget and the assessments to be levied against each Lot for the following fiscal year to be delivered to each owner/member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by two-thirds (2/3rds) of the votes entitled to be cast by the owners/members at the meeting. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding fiscal year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current fiscal year shall continue for the succeeding fiscal year.

**Section 4. Special Assessments.** In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot does not exceed Five Hundred Dollars (\$500.00) in any one fiscal year, the Board may



impose the special assessment without the prior approval of the owners/members. Any special assessment which would cause said limitation to be exceeded shall be effective only if approved at a meeting of the members by two-thirds (2/3rds) of the votes entitled to be cast by the owners/members at the meeting. Special assessments shall be paid by the owners/members as determined by the Board.

**Section 5. Lien for Assessments.** All sums assessed against any Lot pursuant to this Declaration, together with late charges and interest imposed by action of the Board, together with costs and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for liens for ad valorem taxes. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. Provided, that any lien or claim of the City of Sedro Woolley, its assigns or successors in interest, shall be prior to any other claim, lien, contract, mortgage or other security interest, except where provided otherwise by statute, unless the City shall expressly subordinate its rights.

**Section 6. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time establish in accordance with the Association Bylaws. The Association shall cause a notice of delinquency to be mailed to any owner who has not paid an assessment within ten (10) days following the due date. If the assessment is not paid within thirty (30) days thereafter, a lien, as herein provided, shall attach and, in addition, the lien shall include interest at the rate of twelve percent (12%) per annum (provided such rate does not exceed the maximum legal rate) on the principal amount due, all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts assessed by the Board and provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other owners and members of the Association. The Association, acting on behalf of the owners and its members, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No owner may waive or otherwise avoid liability for the assessments provided for herein by, including by way of illustration but not by limitation, abandonment of the Lot. No



diminution or abatement or assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or under the Bylaws of the Association, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each owner. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

**Section 7. Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots then existing and subject to assessment under this Declaration on the first day of the month following the conveyance of the first Lot by the Declarant to a person other than Declarant and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

**Section 8. Assessment Obligation of Declarant.**

(a) After the commencement of assessment payments as to any Lot, Declarant, on behalf of itself and its successors and assigns covenants and agrees to pay the full amount of the assessment as to any Lot upon which a residence has been built; provided, however, each Lot owned by Declarant which does not contain an occupied residence shall not be subject to any assessment provided for herein. Each Lot owner other than Declarant shall be liable for assessments whether or not his or her Lot is occupied. For purposes herein, a Lot shall be deemed unoccupied if it does not contain a residence even if the owner of said Lot occupies an adjacent Lot and uses said Lot as part of his or her homestead. A Lot shall not be deemed "occupied" until a separate residence is constructed upon it.

(b) Notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money, (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contributions, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by the Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on



the value of the contribution, the value shall be deemed to be the average of the bids received from the three (3) independent contractors.

## ARTICLE V

### Use Restrictions and Rules

**Section 1. Purpose.** The owners recognize that the Plat of Ankney Heights was designed to provide desirable single-family housing. The purposes of these covenants is to: (a) permit the broadest use possible of the individual Lots for all the usual and desirable residential activities; and (b) maintain and enhance the material value and quality of the property of each individual Lot owner and all Lot owners collectively. Interpretation of the specific provisions of the covenants contained in this Article V shall be made in keeping with this general purpose.

**Section 2. Use of Lots.** Except for Lot 26 and any portions of the Plat designated for common use, such as the drainage system areas, use of the Lots shall be limited to a private single family residential use. No more than one family shall be in regular residence on each Lot, together with occasional guests.

**Section 3. No Commercial Use - Exception.** Except for Lot 26, no commercial use of any Lot will be permitted, provided that the use by a professional person for his or her work or for creative art shall not be considered commercial use provided the work does not involve the regular daily reception of business clients, nor shall the conducting of a "home industry" on said premises be deemed commercial use provided that it is conducted in accordance with all applicable zoning laws then in existence. Any profession or "home industry" which is carried on or about the premises shall be so conducted that there is no evidence, visual, audible, or otherwise or any advertising from the exterior of the dwelling that such profession or industry is being conducted therein, nor shall there be any signs or advertisements on the Property or on any personal property kept on the Property and maintained within the boundaries of said Lot.

**Section 4. Comply with Building Codes.** Any structure or building constructed or placed on any Lot shall conform with all applicable zoning regulations and with all current building, plumbing and heating codes in effect.

**Section 5. Structures.** All residences and other buildings constructed on a Lot shall be completed as to all exterior finish within one year from commencement of construction.

**Section 6. House Size and Value.** Any dwelling constructed or placed on any Lot shall have an area of not less than 1,800 square feet of living space exclusive of open porches, patios and garages.



**Section 7. No Use of Temporary Structures.** No structures of a temporary character, trailer, mobile home, motor van, tent, shack, garage, barns, or any other outbuilding shall be used on any Lot at any time as a permanent residence. No Quonset-type buildings, steel buildings, or other buildings primarily made for easy or quick removal shall be placed upon the premises at any time.

**Section 8. Landscaping and Fences.** All yards must be fully landscaped within four months following completion of construction of the residence. No fence on any Lot shall exceed six feet in height from ground level and no chain link or other metal fences shall be allowed.

**Section 9. Cleanliness.** In conjunction with each dwelling, there shall be maintained and used a closed sanitary container for the deposit of garbage and refuse. Each owner of a Lot shall keep the Lot in a neat, clean and orderly condition at all times. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or shall any unsightly collection of brush, trash, junk or other material be permitted to accumulate on any Lot.

**Section 10. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that cats, dogs or household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and provided further that all pets shall be kept on the owner's Lot and nor permitted to run at large.

**Section 11. Signs.** No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than five square feet advertising the Property for sale or rent may be displayed.

**Section 12. Mobile, Modular and Manufactured Structures.** No prefabricated residential dwellings, including mobile homes, modular homes, or manufactured homes shall be permitted. The term "mobile home" as used herein means any trailers of the type designed as a facility for human habitation and which is capable of being moved upon the public streets and highways. The term "mobile home" shall include all trailers which were originally constructed so as to be capable of being moved upon the public streets and highways even though the wheels have been removed therefrom and the mobile home has been affixed on a permanent foundation so as to convert the same from personal property to real property. The terms "modular home" or "manufactured home" as used herein means a structure, transportable in one or more sections upon the public streets and highways on its own running gear, which, when erected on a building site, is designed to be connected to required utilities and utilized as a dwelling.



## ARTICLE VI

### Architectural Control Committee

**Section 1. Establishment.** Acting on behalf of the Association, and in accordance with all existing and any future amendments to this Declaration and the Bylaws of the Association, an Architectural Control Committee ("ACC") shall be established. The committee consisting of three (3) members shall be established by vote of the Association membership. ACC members shall be elected by the membership at the annual meeting and shall serve for three (3) years. One ACC Member shall be elected each year. In starting the three year cycle, one ACC Member will be elected for three (3) years, one for two (2) years, and one for one (1) year. Until such time as the Declarant has sold all of the Lots, the one of the partners of the Declarant shall be one of the three members of the ACC.

Membership on the committee may be changed as follows: (a) vacancies due to death or resignation will be filled by the Board of Directors of the Association; and (b) the Board of Directors, by a majority vote, may add as many as two additional members to the ACC. The members shall designate one of their numbers to serve as chair of the committee. The ACC shall, in good faith, exercise discretionary approval or disapproval on the basis of minimizing interference with enjoyment of adjacent properties, protecting property values, and enforcing improvement use and occupancy in a pleasing but not sterile or uniform combination.

**Section 2. Residential Design Conditions and Restrictions.** The emphasis at the Plat of Ankney Heights is to preserve and enhance the experience of the unique natural view and environment of the Property and surrounding area.

2.1. **PURPOSE.** The purpose of the conditions and restrictions set forth in this Article VI is to provide more specific direction to an owner considering purchasing a Lot and building a residence at Ankney Heights or to an owner that owns a Lot and plans to commence the process of landscaping, and designing a home. One of the major concerns of the ACC is in the area of Lot grading. Many of the Lots in Ankney Heights are not flat. This inherently creates a grading problem that can only be dealt with by a grading and landscape plan. The ACC must clearly understand the relationship between the existing topography, the new topography after the foundation is in, and the owner's plan for any retaining walls or banks. The following requirements will be applied by the ACC in its review of plans and specifications for residential Lots.

#### 2.2. REQUIRED ARCHITECTURAL AND SITE DRAWINGS

2.2.1. One set of the drawings listed below will be required with the ACC checklist, in the form attached as Exhibit B. All drawings shall adequately convey adherence to the





following requirements and must be approved by the ACC before any clearing or construction.

2.2.2. Cross Section, grading, drainage and concept landscape plan:

- 2.2.2.1. Grading plan
- 2.2.2.2. Measures to retain grades and prevent overfilling/cutting of tree root systems
- 2.2.2.3. Landscape drawings for any landscaping with minimum setback areas.
- 2.2.2.4. Tree retention plans.
- 2.2.2.5. Sensitive area protection plans and erosion control plans.

2.2.3 Construction plans that will be submitted to the City of Sedro Woolley with the Building Permit Application, including at a minimum the floor plans and all four exterior elevations.

2.2.4 Cross Section(s), at a scale of 1/8"=1', through the site including building Lot lines. Cross Sections shall indicate the relationship of outdoor use areas (including attached decks) to:

- 2.2.4.1. The building.
- 2.2.4.2. The existing and proposed grades.

2.2.5. Samples of all exterior materials, including color, shall be submitted for approval with checklist.

2.2.6. Prior to any clearing for construction, the "limit of clearing" shall be defined at the construction site by ribbon set four-foot high.

2.3. GUIDELINES

2.3.1. General

- 2.3.1.1. Site Built homes only.  
No manufactured homes allowed.  
No pole buildings allowed.
- 2.3.1.2. Plans and buildings should provide for the following:
  - 2.3.1.2.1. That there will be no undue repetition of external designs.



2.3.1.2.2. That although exterior designs will not be repetitious, they will have certain uniformity and compatibility.

2.3.2. Minimum Area. Unless a variance is granted, residential units, all of which are single family dwellings, shall not be less than 1,800 square feet without specific approval of the ACC for good cause.

2.3.3. Set backs

2.3.3.1. Setbacks for each Lot will be defined by the City of Sedro Woolley codes.

2.3.4. Structure Height

2.3.4.1. Maximum roof ridge height shall not exceed a height to be measured from a pre-determined location for each of the following Lots: (a) Lots 16 through 21 shall not exceed a height of fourteen (14) feet measured, for each of said Lots, from the highest surface of the sidewalk located at the northwest corner of each of the Lots, respectively. Plans showing proposed building heights must be reviewed and approved before commencement of any construction activity on the affected Lot.

2.3.5. Lights and Glare

2.3.5.1. Driveway and parking area lighting to be no more than 3' above the ground.

2.3.5.2. Exterior lighting of the structure and premises is to be from ground sources directed at the structures and away from neighboring homes. Wall mounted lighting adjacent to home entrances may be permitted.

2.3.6 Site Grading

2.3.6.1. Existing topographic forms should be maintained as much as possible. Where existing topography must be modified to create level outdoor use areas, the site shall be terraced to minimize the visual impact of embankments.



- 2.3.6.2 No filling or excavation shall occur within the drip-lines of existing vegetation to be saved.
- 2.3.6.3 No trees greater than 8 inches in diameter at a point feet above the ground level shall be removed without the prior approval of the ACC.
- 2.3.6.4 If retaining walls or rockeries are used to provide outdoor use areas or to preserve trees, installation of vines, shrubs or other suitable plants may be required by the ACC so as to cover the face of the wall. Rock for all rockeries shall be approved by the ACC.
- 2.3.6.5 Roof and yard drainage shall be directed away from adjacent Lots and toward the street or other specifically provided drainage systems. Roof drainage shall be connected to the storm drain system via underground pipe. The storm systems have been designed to accommodate these flows.
- 2.3.6.6 A 4" PVC pipe must be installed 12" deep under all driveways running parallel to the street and 5' from the curb.

#### 2.3.7. Vegetation

- 2.3.7.1 Breaks in frontage setback under story vegetation for the purposes of providing lawn shall be limited to ACC approval. The edges of lawn areas should be gently undulated to create a more natural transition between common areas and private landscape development.
- 2.3.7.2 Supplemental planting of vegetation is encouraged, provided that appropriate species are selected. These include native or naturalized trees, shrubs, and ground covers that naturally occur at the edge of forest clearings, such as vine maple (*Acer Circinatum*), Pacific Dogwood (*Cornus Nattallii*), Red-flowering Current (*Ribes Sanguineum*), Rhododendron species, etc. (Suggested reference: Gardening With Native Plants of the Pacific Northwest, by Arthur R. Kruckberg, Seattle, University of Washington Press, 1982). Each Lot owner is encouraged to provide one street tree for each 30-40 lineal feet of



street frontage. Suggested trees include flowering cherry or quince with limited root systems.

- 2.3.7.3 It is not permitted to plant any tree that will grow to a height that will unreasonably obstruct the view from any other residence in Ankney Heights. Trees that unreasonably obstruct views will be removed at the owner's expense unless the owner does so.

#### 2.3.8. Structures

- 2.3.8.1. Dwellings and related structures must have exteriors (including roofs) of materials appropriate to the Northwest. This includes natural wood sidings, shakes, shingles and brick. Stucco is not an acceptable exterior material. Colors of paint, wood stain, stone, and brick require approval from the ACC.
- 2.3.8.2. Concrete foundation walls with greater than 18" of exposure shall be concealed or clad with siding or masonry materials consistent with the exterior finishes. Concrete finishes appropriate to the structure may be accepted by the ACC.
- 2.3.8.3. The overhang areas and/or supporting structures of all decks within 6 feet from the ground shall demand special design consideration.
- 2.3.8.4. Swimming pool plans shall be submitted to the ACC for approval.
- 2.3.8.5. Garbage cans, hot tubs, heat pumps, wood piles and the like shall be screened from view and provisions made for sound attenuation. Clotheslines will not be allowed. No junk cars allowed.
- 2.3.8.6. Blank walls or facades in excess of 16' are not permitted unless provided with a landscape arbor or trellis, covered with permanent, evergreen landscaping.
- 2.3.8.7. Fences shall be approved by the ACC. Screening, where desired, shall be attained through landscape plantings. No chain link fencing will be permitted, with the exception of pet enclosures, in which case



chain link fencing must be concealed from the street.

2.3.8.8 Acceptable driveway materials are:

- 2.3.8.8.1. Stamp textured concrete
- 2.3.8.8.2. Exposed aggregate concrete
- 2.3.8.8.3. Unit pavers
- 2.3.8.8.4. Asphalt paving to be allowed on driveways 50' or longer.

2.3.9 Residences shall be designed in such a way that the entrance façade will receive special design consideration.

2.3.10 Use of masonry veneer is acceptable, however, it must be applied in a consistent manner throughout the entire exterior perimeter envelope of the residence.

2.3.11 Acceptable exterior finishes include Portland cement stucco, dryvit, or similar, horizontal lap or tongue and groove, not to exceed 8" exposed.

2.3.12. Acceptable roof materials include:

- 2.3.12.1. Low profile cement tile, such as "slate" by "Monier" or "shake" profile.
- 2.3.12.2. Slate or mineral fiber slate composite.
- 2.3.12.3. Copper or other approved metal roofs.
- 2.3.12.4. Diamond lap composition shingles.
- 2.3.12.3. Roof vents acceptable: ridge vents, gable vents, dormer vents, and soffit vents; roof vent jacks are not acceptable.
- 2.3.12.6. Gutters and downspouts: painted metal, and copper; PVC is not acceptable
- 2.3.12.7. Minimum roof pitch to be 4/12

2.3.13 Acceptable chimney designs:

- 2.3.12.3 All masonry
- 2.3.13.2 Metal flues shall be entirely enclosed and capped with a screening device consistent in profile with the chimney chase and house design.

2.3.14. Additional General Considerations:

- 2.3.14.1. Neighboring structures should have complementary heights to maintain a sense of uniformity throughout each portion of the



development. Structures that vary greatly in height (too high or too low) from adjacent buildings should be avoided.

- 2.3.14.2. The use of single, monolithic forms that are not relieved by variations in massing should be avoided. Box-like forms should be broken into smaller masses. Large monolithic or plain blank walls will not be permitted.
- 2.3.14.3. Scale deals with the size of each structure in relations to the other structures in the immediate area. For example, a long, low building would not fit in with a group of narrow, tall buildings. The development should exhibit structures of proper size and proportion to other structures in the development. Buildings that violate the existing scale of the area by differing greatly in height or width, will not be permitted.
- 2.3.14.4. Taller fences and walls, not exceeding six feet in height, are appropriate for certain uses: (a) creating privacy around home patios and yards; (b) screening out unsightly garbage containers; and (c) providing safety from hazards. Taller fences should not be used in front yards. Front yard fences should not exceed three feet in height and shall generally be discouraged.
- 2.3.14.5. Radical, contemporary style architecture, as determined by the ACC, shall not be approved.
- 2.3.14.6. Roof pitch and style should be moderate and interesting. The roof pitch should not be too flat and should not be too steep. Breaks in the roofline are encouraged.

## 2.4. BUILDING APPROVAL REQUIRED

- 2.4.1 All builders must have the approval of the ACC prior to construction. All builders are independent contractors and the ACC does not warrant or guarantee any builder's work or construction of home.

**Section 3. Structures.** No building, fence, wall, or other structure shall be erected, placed, or altered on any Lot or building site within the Property until the plans, specifications and plot plans thereof are submitted by the owner or his representative to the ACC and approved by the ACC. If such plans and



specifications are disapproved (or, if conditionally, approved, unless the conditions thereof be complied with), the project construction shall not be undertaken, or if undertaken, a violation hereof may be abated by legal proceedings by any party having an interest in the enforcement hereof irrespective of the time of completion thereof. The ACC shall in no way confirm or guarantee any assumed geological conditions, safety, or structural standards or construction methods. In the event the ACC fails to approve or disapprove such plans within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to have been fully complied with.

**Section 4. Procedures.** The ACC shall consider and act upon all matters properly submitted to it. In furtherance of this function, the ACC may, by unanimous vote, from time to time and in its sole discretion, adopt, amend, and repeal procedures and regulations to be known as the ACC Procedures, interpreting, detailing, and implementing the provisions of the instruments pursuant to which it is charged with responsibility. A current copy of the ACC Procedures shall be kept on file with the Secretary of the Board of Directors of the Association at all times. Consent by the ACC to any matter proposed to it, or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing its right to withhold or grant approval as to any similar matter thereafter proposed or submitted to it for its consent. The ACC shall decide all matters by majority vote.

**Section 5. Standards and Criteria.** The ACC shall employ the standards and restrictions as set forth in Article V and in this Article VI of the Declaration on the use of the Property by owners.

**Section 6. Form.** Owners shall submit the ACC Checklist Form (attached hereto as Exhibit B), along with a copy of any proposed plans prior to commencing construction to the ACC for its review and approval.

**Section 7. No Liability.** The members of the ACC shall have no personal liability for any action by or decision of the ACC. By acceptance of a deed or execution of a contract to purchase or a lease agreement or like document for any Lot, the purchaser or lessor thereby agrees and covenants not to maintain any action against any member of the ACC which seeks to hold that member personally or individually liable for damages relating to or caused by any action of or decision by the ACC.

## ARTICLE VII

### Mortgage Provisions

The Association shall comply with the provisions of the National Mortgage Association or the Federal Home Loan Mortgage Corporation for private covenants and restrictions and notice requirements thereunder. Provided, however, each owner shall be obligated to provide the Association with the name and address of the holder of any mortgage encumbering the



owner's Lot. The Association acting by and through its Board, without approval of owners, may cause amendment to this Article to reflect or comply with changes initiated or adopted by the aforesaid governmental agencies. No provision of this Declaration or the Association's Bylaws shall be construed as giving any owner or other party priority over rights of the first mortgages of any Lot in the case of distribution to such owner of insurance proceeds or condemnation awards for losses and taking of common property.

## ARTICLE VIII

### Storm Water Drainage Systems

**Section 1. Drainage System.** The Declarant has constructed the following storm water and drainage systems within the Plat: (i) catch basins and drainage pipes in the area of the Plat designated on the face of the Plat as Drainage Easement No. 1 and Drainage Easement No. 2, (ii) drainage ditch in the area of the Plat designated on the face of the Plat as the Drainage Easement to Lots 12, 13 and 14 and (iii) water quality control pond, retention pond, infiltration bed, infiltration pipes, dikes, weirs, levees, overflow ditches, catch basins, drainage pipes and ditches and an access road in the area of the Plat designated on the face of the Plat as Drainage Easement No. 3 and Slope Maintenance Easement (hereinafter collectively referred to as "the Drainage System." The Drainage System and Drainage Easements No. 1, 2 and 3 and the Drainage Easement to Lots 12, 13 and 14 are hereby conveyed, transferred and assigned to Association for the benefit and use of the owners of the Lots. The Declarant hereby grants and conveys to the Association: (i) an exclusive easement and right to discharge storm water, natural surface water and related drainage from the Plat and the Lots, common area and private and public roadways located within the boundary of the Plat on and over that specific portion of Lot 26 designated on Exhibits B and C of the O & M Manual described in Section 3.1 below in which the Water Quality Control Pond, Retention Pond and Infiltration Bed are located; and ; and (ii) a non-exclusive easement for ingress and egress over and across Lot 26 to access the Drainage System facilities (hereinafter referred to as "the Lot 26 Easement"). The Association shall maintain at its sole cost and expense any roads and access routes over Lot 26 used by the Association for access to the Drainage System facilities. It is intended that the Association will use the Lot 26 Easement solely for the use of the Lots within the Plat.

**Section 2. Construction of Drainage System.** Declarant has constructed the Drainage System in accordance with specifications approved by appropriate governmental officials and the Drainage System has been approved by the City of Sedro Woolley. Declarant shall be responsible for all of the costs of construction of the Drainage System.. Upon the request of the Association, Declarant shall promptly provide the Association with as-built drawings of any facilities constructed by Declarant as a part of the Drainage System.





### **Section 3. Maintenance of Drainage System.**

3.1. **Responsibility for Work and Costs.** The Association shall provide for any and all reasonable and necessary maintenance and repairs of the facilities which are a part of the Drainage System, at the sole cost and expense of the Association on behalf of the owners of the Lots. The Drainage System and all related facilities identified in the Operation and Maintenance Manual for the Storm Water Collection System, Water Quality Control Pond, Retention Pond and Infiltration Bed attached hereto as Exhibit C (hereinafter referred to as the "O & M Manual"), which facilities shall be operated and maintained in accordance with the procedures more particularly described in the O & M Manual. The owner of each Lot shall properly connect all downspouts and roof drainage systems of houses and garages constructed on each Lot to the Drainage System stub outs located on each Lot and shown on Exhibit B of the O & M Manual and the owner of each Lot shall be responsible for all costs of constructing and maintaining all such connection lines and facilities installed by the owner.

3.2. **Damages Caused by Extraordinary Use.** In the event that any facility within the Drainage System located is damaged by extraordinary use, such as commercial or construction activity, or by abusive and/or destructive misuse of the Drainage System, which use is made by, or at the request of, or for the benefit of the owner of a Lot, then the owner of said Lot shall be solely responsible for the costs of repairing the damage caused to the Drainage System by such extraordinary use, or abusive and/or destructive misuse.

**Section 4. No Liens.** The Association shall not suffer or permit any lien to be filed against Lot 26 in connection with the Association's use of the Drainage System and the Lot 26 Easement. If any such lien is filed against the Lot 26, the Association shall indemnify and hold the owner of Lot 26 harmless from any and all liability arising out of the lien and shall cause the same to be discharged of record promptly.

**Section 5. Indemnity.** The Association shall hold the owner of Lot 26 harmless and indemnify said owner of Lot 26 from all claims, liability and/or damages suffered by the said owner of Lot 26 resulting from the use of the Lot 26 Easement and the Drainage Systems by the Association, the its owners, employees and contractors.

**Section 6. Minimize Interference.** The rights granted herein by Declarant to the Association in the Lot 26 Easement shall be exercised so as to minimize and avoid, if reasonably possible, interference with the use and enjoyment of the remaining portion of the Lot 26.

**Section 7. No Additional Easements.** The Association and the owners of the Lots agree not to commence or participate in a lawsuit to obtain additional or different easement rights across Lot 26.



## ARTICLE IX

### Private Roadway for Lots 13 AND 14

The Declarant has constructed a 30-foot wide paved roadway designated on the face of the Plat as Lot A - "Private Road," which roadway is located at the western terminus of Longtime Lane and is adjacent to Lots 12, 13, 14 and 15, (herein "the Private Roadway."). The Private Roadway is intended for and shall be reserved solely for the private use of the owners of Lots 13 and 14. A fifty percent (50%) undivided interest in the Private Roadway shall be conveyed by the Declarant to the initial purchasers of Lots 13 and 14, and said interests in the Private Roadway shall be conveyed thereafter only in conjunction with the sale of either Lot 13 or Lot 14, so that ownership of either Lot 13 or Lot 14 shall at all times include the ownership of a fifty percent (50%) undivided interest in the Private Roadway. The owners of Lots 13 and 14 shall be responsible and shall provide for any and all necessary maintenance and repairs of the Private Roadway, with the costs of such maintenance and repairs to be shared equally by the owners of Lots 13 and 14 only, and not by the owners of any other Lots within the Plat. It is the intent of this Declaration that the Roadway shall be maintained in its present paved condition, except as may be permitted or required by the City of Sedro Woolley or any other governmental agency with jurisdiction. The owners of Lots 13 and 14 agree that the City of Sedro Woolley shall have no obligation for the costs of any maintenance, or repairs of the Roadway.

## ARTICLE X

### Additional Property

The Declarant hereby reserves the right to subject the parcel of land located west of Lot 27 and adjacent to Longtime Lane and Reed Street, as designated on the face of the Plat as "Reserved for Future Subdivision," (herein "the Additional Property"), to the provisions of this Declaration and the right to share in the use and benefit of the common areas, facilities and easements within the Plat, upon prior written notice to the Association. It is understood and agreed that the Declarant (or his successors-in-interest in the ownership of the Additional Property) shall not be entitled to subdivide the Additional Property into more than three (3) lots. The Declarant further agrees that no portion of the Additional Property shall be entitled to the use and benefit of the common areas, facilities and easements within the Plat unless and until this Declaration or any future amendment thereto adopted hereafter shall be recorded against the lot intended to receive the use and benefit of the common areas, facilities and easements within the Plat and the owner of said lot shall have executed for recording any documents reasonably required by the Association to evidence the obligation of the present and future owners of said lot to be bound by the provisions of the Declaration as if the said lot were one of the original lots of the Plat, including but limited to the payment of the annual or special assessments



established by the Board as payable in the calendar year in which the Declaration is recorded against said lot.

The Declarant further reserves the right, at its sole option, and the Declarant agrees on behalf of the present and future owners of all of the Lots, to subdivide Lot 26 into a maximum of three lots; provided that such subdivision shall comply with all applicable laws and regulations and prior to finalization of any subdivision, all of the lots established by the subdivision shall be limited to single family residential use, other than the portion reserved for the Drainage System described in Article VIII above.

## ARTICLE XI

### Rights of the City of Sedro Woolley

The City of Sedro Woolley shall have the right, for the benefit of the City and public health, safety and welfare, to operate, maintain, repair or replace the drainage, storm water, water detention/retention, street or other improvements encumbering and/or benefiting the Plat of Ankney Heights, in the event the Association shall fail to do so in a competent and/or timely manner. However, the City of Sedro Woolley shall have no duty or obligation to do or refrain from doing any act by virtue of this document. In the event the City of Sedro Woolley shall expend any funds, directly or indirectly, including the cost of its own equipment and employees to perform work described herein, the City shall have claim against the Association for the cost thereof. This claim shall be secured by an automatic lien against the real property described in the attached Exhibit A, and any portion thereof, which may be foreclosed in the same manner as a statutory mortgage. Said lien shall have the priority provided in Article IV, Section 5 above. The rights of the City of Sedro Woolley are cumulative, and shall be in addition to all other rights and privileges, and are not in lieu thereof. The Association may not change, alter or amend the rights of the City of Sedro Woolley described herein without the express written consent of the City, its assigns or successors in interest.

## ARTICLE XI

### General Provisions

**Section 1. Enforcement.** Each owner and every occupant of a Lot shall comply strictly with the Association Bylaws and its rules and regulations, as they may be lawfully adopted, amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration or in the deed to his/her Lot, if any. Failure to comply with the provisions of this Declaration, the Association Bylaws or its rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or other relief, maintainable by the Board of Directors, on behalf of the Association, or in a proper case, by an aggrieved owner. Failure by the Association or any owner to



enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Self-Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the common property to abate or remove, using such force as may be reasonably necessary, and erection, thing or condition which violates this Declaration, the Association Bylaws or its rules and regulations. Unless an emergency situation exists, the Board shall give the violating Lot owner ten (10) days written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot owner and shall be collected as provided for herein for the collection of assessments.

**Section 3. Duration.** The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Washington law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the owners present or represented by proxy at a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record with the Skagit County Auditor on or before the effective date thereof an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

**Section 4. Amendment.** This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser or mortgage loans, including for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to



any owner's Lot unless any such Lot owner shall consent thereto in writing. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3rds) of the owners and the consent of the Declarant until such time as the Declarant has sold all of the Lots. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

**Section 5. Partition.** The common property shall remain undivided, and no Lot owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all owners and all portions of the Property located within the community and without the written consent of all holders of all mortgages encumbering any portion of the Property, including, but not necessarily limited to, the Lots located within the community.

**Section 6. Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**Section 7. Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such 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 this Declaration are declared to be severable.

**Section 8. Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**Section 9. Conveyances of Common Property.** The Association shall accept such conveyances of common property as are from time to time made to the Association by the Declarant.

**Section 10. Indemnification.** The Association shall indemnify every officer and director of the Association against any and all expenses, including attorney's fees, imposed upon or reasonably incurred by an officer or director in connection with any action, suit or other proceeding (including settlement on any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the

Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 11. Agreements.** Subject to the prior approval of Declarant until such time as the Declarant has sold all of the Lots, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all owners, their heirs, legal representatives, successors, assigns and other having an interest in the community or the privilege of possession and enjoyment of any part of the community.

**Section 12. Owner Defined.** Owner shall mean the fee title owner, unless the Property is being sold on real estate contract, in which case it shall mean the contract purchaser, or if the Property is subject to a Deed of Trust it shall mean the grantor.

**Section 13. Time is of the Essence.** Time shall be considered of the essence of this Declaration.

**Section 14. Washington Law.** This Declaration shall be governed by, construed by and interpreted in accordance with the laws of the State of Washington.

**Section 15. Notices.** All notices, demands and requests shall be sent by United States Certified Mail, postage prepaid, to an owners at the common street address of the Lot owned by an owner, or at such other place as an owner may from time to time designate by written notice to the Association. If a particular Lot does not have a street address, any notice to the owner of said Lot shall be mailed to the address for the taxpayer of said Lot on file with the Skagit County Treasurer. Notices, demands and requests served upon the owners, as provided in this section, shall be deemed sufficiently served or given for all purposes hereunder three days following the date such notice, demand or request shall be so mailed in any Post Office of the United States.

**Section 16. Venue.** The venue for any action involving the rights and obligations arising under this Declaration shall be in Skagit County, Washington.

**Section 17. Counterparts.** For the convenience of the Declarant, this Declaration may be simultaneously executed in counterpart originals, each of which, when so executed and delivered, shall constitute an original and shall

be fully enforceable as an original if said counterparts of the signature page are signed by all Declarants.

IN WITNESS WHEREOF, the parties hereunto set their hands this 10  
day of August, 2001.

LRDTD JOHNSON PARTNERSHIP,  
a Washington general partnership

By: William L Johnson  
Partner

By: Rita J. Johnson  
Partner

By: Danny N Johnson  
Partner

By: David E Johnson  
Partner

By: Tracy Z Johnson  
Partner



STATE OF WASHINGTON )

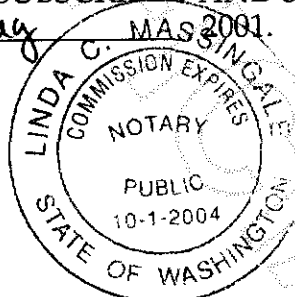
SS:

COUNTY OF )

On this day personally appeared before me William L Johnson, to me known to be a general partner of LRDTD JOHNSON PARTNERSHIP, a Washington general partnership, the partnership who executed the foregoing instrument, and acknowledged that he/she signed the same as the free and voluntary act and deed of the partnership, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me on this 10<sup>th</sup> day of

Aug



Linda C Massingale  
Print Name: Linda C Massingale  
Notary Public for the State of Washington  
Residing at: Sedro Woolley  
My Commission Expires: 10-1-04

STATE OF WASHINGTON )

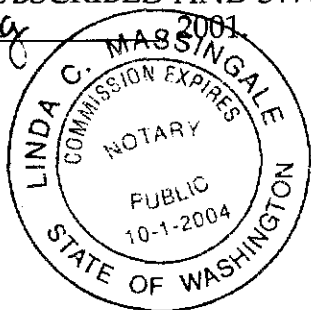
SS:

COUNTY OF )

On this day personally appeared before me Rita J. Johnson, to me known to be a general partner of LRDTD JOHNSON PARTNERSHIP, a Washington general partnership, the partnership who executed the foregoing instrument, and acknowledged that he/she signed the same as the free and voluntary act and deed of the partnership, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me on this 10<sup>th</sup> day of

Aug



Linda C Massingale  
Print Name: Linda C Massingale  
Notary Public for the State of Washington  
Residing at: Sedro Woolley  
My Commission Expires: 10-1-04





STATE OF WASHINGTON )

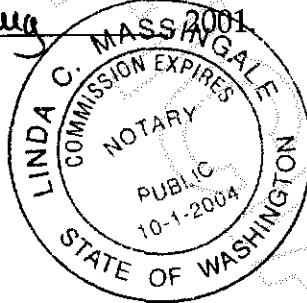
ss:

COUNTY OF )

On this day personally appeared before me Danny N. Johnson,  
to me known to be a general partner of LRDTD JOHNSON PARTNERSHIP, a  
Washington general partnership, the partnership who executed the foregoing  
instrument, and acknowledged that he/she signed the same as the free and  
voluntary act and deed of the partnership, for the uses and purposes therein  
mentioned.

SUBSCRIBED AND SWORN to before me on this 10th day of

Aug



Linda C Massingale

Print Name: Linda C Massingale

Notary Public for the State of Washington

Residing at: Sedro Woolley

My Commission Expires: 10-1-04

STATE OF WASHINGTON )

ss:

COUNTY OF )

On this day personally appeared before me David E Johnson,  
to me known to be a general partner of LRDTD JOHNSON PARTNERSHIP, a  
Washington general partnership, the partnership who executed the foregoing  
instrument, and acknowledged that he/she signed the same as the free and  
voluntary act and deed of the partnership, for the uses and purposes therein  
mentioned.

SUBSCRIBED AND SWORN to before me on this 10th day of

Aug

2001.



Linda C Massingale

Print Name: Linda C Massingale

Notary Public for the State of Washington

Residing at: Sedro Woolley

My Commission Expires: 10-1-04



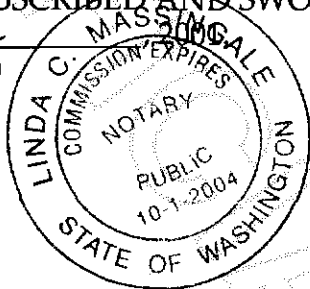
STATE OF WASHINGTON )

SS:

COUNTY OF )

On this day personally appeared before me Terry L. Johnson,  
to me known to be a general partner of LRDTD JOHNSON PARTNERSHIP, a  
Washington general partnership, the partnership who executed the foregoing  
instrument, and acknowledged that he/she signed the same as the free and  
voluntary act and deed of the partnership, for the uses and purposes therein  
mentioned.

SUBSCRIBED AND SWORN to before me on this 10<sup>th</sup> day of  
Aug



Linda C Massingale  
Print Name: Linda C Massingale  
Notary Public for the State of Washington  
Residing at: Sedro Woolley  
My Commission Expires: 10-1-04



LEGAL DESCRIPTION OF PROPERTY

Parcel A:

That portion of the northeast quarter of the southwest quarter and of the northwest quarter of the southwest quarter of Section 13, Township 35 North, Range 4 East, W.M., lying northeasterly of the Northern Pacific Railroad Company right of way, described as follows:

Beginning at the center of said Section 13; thence S 1°30'07" E, 439 feet; thence S 68°02'53" W, 657 feet, more or less, to the northeasterly boundary of the Northern Pacific Railroad right of way; thence northwesterly along said boundary to the intersection of said boundary with the east and west centerline of said Section 13; thence S 88°08'20" E, a distance of 1608.4 feet, more or less, to the point of beginning.

Parcel B:

That portion of the northwest quarter of the northwest quarter of the southeast quarter of Section 13, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the northwest corner of said subdivision; thence S 1°30'07" E along the west line of said subdivision, a distance of 439 feet; thence N 52°22'53" E, a distance of 220 feet; thence S 88°57'07" E, a distance of 280 feet; thence N 75°32'53" E, a distance of 99.28 feet to the west line of that certain Quit Claim Deed filed under Auditor's File No. 8112220007, records of Skagit County, Washington; thence S 18°21'20" E, along the west line of said Quit Claim Deed, a distance of 97.83 feet to the north margin of that certain 40 foot road known as Sapp Road; thence northeasterly along said north margin on a curve to the right, having a central angle of 3°48'46", a radius of 1502.69 feet, an arc distance of 100 feet to the east line of said subdivision; thence N 1°36'45" W, along the east line of said subdivision, a distance of 307.77 feet to the northeast corner of said subdivision; thence N 88°08'20" W along the north line of said subdivision, a distance of 671.90 feet to the point of beginning.

EXCEPT that portion of the northwest quarter of the northwest quarter of the southeast quarter of said Section 13, described as follows:

Commencing at the northwest corner of said subdivision; thence S 86°39'26" E along the north line thereof, a distance of 411.42 feet to the point of beginning of this description; thence S 00°06'57" E parallel with the east line of said subdivision, a distance of 152.52 feet; thence S 85°55'04" E, a distance of 45.77 feet to the point of curvature of a curve to the right having a radius of 250 feet; thence



southeasterly along said curve through a central angle of  $60^{\circ}40'43''$  and an arc distance of 264.76 feet; thence  $S\ 25^{\circ}14'21''\ E$ , a distance of 14.58 feet to a point on the east line of said subdivision; thence  $N\ 00^{\circ}06'57''\ W$  along the east line of said subdivision; a distance of 296.56 feet to the northeast corner thereof; thence  $N\ 86^{\circ}39'26''\ W$  along the north line of said subdivision, a distance of 260.36 feet to the point of beginning of this description.



Exhibit B

**Ankney Heights Homeowners Association  
Architectural Control Committee ("ACC") Checklist**

Lot \_\_\_\_\_

ACC Review Date: \_\_\_\_\_

Homeowner: \_\_\_\_\_

- ☐ 1. Site plan
- ☐ 2. Construction plans
- ☐ 3. Cross section & grading plan
- ☐ 4. Drainage plan
- ☐ 5. Concept landscape plan
- ☐ 6. Common Areas Boundary
- ☐ 7. Exterior Materials
  - ☐ Masonry \_\_\_\_\_
  - ☐ Siding \_\_\_\_\_
  - ☐ Roofing \_\_\_\_\_
- ☐ 8. Exterior colors
  - ☐ Siding \_\_\_\_\_
  - ☐ Trim \_\_\_\_\_
  - ☐ Masonry \_\_\_\_\_
  - ☐ Roofing \_\_\_\_\_
- ☐ 9. Builder \_\_\_\_\_

This checklist supersedes colors and materials on the construction plans. The undersigned owner (and Builder, if applicable) acknowledge that each of them have read, understand and agree to comply with Article V of the Declaration (Use Restrictions and Rules) as well as the other Articles of the Declaration recorded with the Skagit County Auditor concerning the Ankney Heights Plat.

Owner's Signature \_\_\_\_\_  
Date: \_\_\_\_\_

Builder's Signature \_\_\_\_\_  
Date: \_\_\_\_\_

Owner's Signature \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR ACC USE ONLY:**

- ☐ 1. Plans approved by ACC as checked above

\_\_\_\_\_  
(Date)



☐ 2. Ankney Heights Building Permit issued

\_\_\_\_\_  
(Date)

☐ 3. Ribboned and sidelines

\_\_\_\_\_  
(Date Reviewed)

☐ 4. Approximate start date of construction

\_\_\_\_\_  
(Date)

☐ 5. Final landscape plan prior to installation

\_\_\_\_\_  
(Date)

**THE ACC MEETS MONTHLY--SUBMISSIONS MUST BE RECEIVED 72-HOURS PRIOR TO SCHEDULED MEETINGS.**



EXHIBIT C

# ANKNEY HEIGHTS

## OPERATION AND MAINTENANCE MANUAL

FOR THE

STORMWATER COLLECTION SYSTEM,  
WATER QUALITY CONTROL POND,  
RETENTION POND AND  
INFILTRATION BED

Prepared By



**SURVEYING \* CIVIL ENGINEERING \* SUBDIVISIONS \* LAND USE PLANNING \* ELEVATIONS**

806 METCALF STREET, SEDRO-WOOLLEY, WA 98284 360-855-2121 360-855-1658FAX  
[www.sseconsultants.com](http://www.sseconsultants.com)



200108100314

, Skagit County Auditor

# OPERATION AND MAINTENANCE MANUAL

For the

## ANKNEY HEIGHTS

### STORMWATER COLLECTION SYSTEM, WATER QUALITY CONTROL POND, RETENTION POND AND INFILTRATION BED

#### TABLE OF CONTENTS

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#### EXHIBITS:

- A. LOT AND EASEMENT LAYOUT
- B. STORMWATER SYSTEM LAYOUT
- C. POND LAYOUT
- D. MAINTENANCE LOG



200108100314

, Skagit County Auditor



## **I. PURPOSE OF MANUAL**

The purpose of this manual is to outline the procedures for the proper operation and maintenance of the stormwater facilities for ANKNEY HEIGHTS as required to be maintained by the Ankney Heights Homeowners Association.

The Ankney Heights Homeowners Association has the responsibility for all reasonable and necessary maintenance and repairs of the stormwater facilities that are outside the public right-of-way. The City of Sedro-Woolley will maintain the catch basins and pipes within the public street right-of-way.

Each homeowner has the responsibility for maintaining the stormwater collection piping constructed by the homeowner on their property.

This manual is the mechanism for the maintenance, repair and replacement of stormwater, water detention and drainage facilities as required by and is a part of the Declaration of Covenants, Conditions and Restrictions for Ankney Heights.

Article XI of the Covenants states: "The City of Sedro-Woolley shall have the right, for the benefit of the City and public health, safety and welfare, to operate, maintain, repair or replace the drainage, storm water, water detention/retention, street or other improvements encumbering and/or benefiting the plat of Ankney Heights, in the event the Association shall fail to do so in a competent and/or timely manner." Should the city assume responsibility for these improvements, the City will have a claim against the Association for its costs.

For the benefit of the Ankney Heights Homeowners Association, conditions should not be allowed to deteriorate nor maintenance not performed on-site which would force the City of Sedro-Woolley to assume responsibility of the site. The stormwater collection system and ponds should add to the beauty of living in Ankney Heights as much as possible.

## **II. PURPOSE OF FACILITY**

In the development of the residential lots for ANKNEY HEIGHTS, the natural drainage of the area was changed by the construction of roads and houses. Instead of the rain falling on trees and grass and percolating through the forest mantle and grass into the soil, the rain will fall on pavement and roofs and quickly run off and collect at low points.

Now with more water reaching the low point faster, this stormwater facility provides control of the quality, amount and rate at which stormwater infiltrates into the ground.



Exhibit "A" is the plat layout of the street and lots for ANKNEY HEIGHTS. Also shown are the drainage easements and the limits of the slope maintenance easement of which the Association has legal right of access for maintenance purposes.

### III. LAYOUT OF FACILITY

The stormwater system for ANKNEY HEIGHTS collects rain runoff from the streets and the roofs of the buildings. A piping system conveys the water to the ponds for treatment and infiltration into the ground.

Exhibit "B" shows the layout of the collection system. During construction a pipe was stubbed out to an assumed location of the houses on the lots. The downspouts from houses and garages are to be connected to this stub. The location of this stub is marked on each lot by a 2x4 marked "STORM".

The portion of the collection system to be maintained by AHHA are the pipes between catch basin No. 25 and the pond, catch basin No. 29 and the pond, the pipe conveying runoff from the hill west of the ponds and the pipe at the end of the emergency pond overflow ditch. The catch basins to be maintained are numbers 26, 27, 28, and 29. The infiltration system emergency overflow ditch is also to be maintained by AHHA.

In Exhibit "B", the piping to be maintained by the City of Sedro-Woolley is shown as dashed lines. The piping to be maintained by the AHHA is shown in bold lines.

Runoff from the hillside south of lots 18 and 19 will route through the collection ditch to the retention pond.

Exhibit "C" shows a more detailed layout of the water quality control and retention ponds.

### IV. FUNCTION OF UNITS

The function of the water quality control pond is to settle out dirt and gravel that has flowed to the pond from the streets and to infiltrate water into the ground. Runoff from roofs is considered "clean" water and will not contain much sediment. Soil erosion from the lots that has entered the catch basins ends up in this pond. The pond is designed so that there is more than adequate time for the suspended solids to settle out. The design depth of the pond is 2 feet and the volume of the pond is 11,030 cubic feet.



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The water quality control pond is designed to hold the 6-month 24-hour storm. This is a storm that the intensity of which is expected to occur every 6 months and during a 24-hour time period. The design rainfall for this 6-month storm is 1.5 inches.

The bottom of this pond is lined with 2 feet of loose sandy loam soil. As the water infiltrates through this layer of soil, pollutants are removed which results in clean water infiltrating down into the ground water basin.

The water quality control pond also acts as a bio-filter when polluted water flows through vegetation. Oil runoff from the streets is treated by absorption and biological uptake by the vegetation in the pond. This means that the plants actually remove oil from the water by the oil adhering to the surfaces of the plants. For this reason it is important to maintain as much vegetation as possible in the pond.

If the water quality control pond still has water in it when another storm occurs, it does not matter because it will still function as a settling pond. Storms larger than a 6-month storm will overflow into the retention pond.

Over time the water quality control pond will slowly build up with settled dirt. The vegetation will re-grow with the increasing height of the bottom of the pond. When the pond has to be cleaned out, the natural vegetation will start over.

The retention pond and infiltration bed are sized to hold the water between the 6-month and 100-year storm. The 100-year storm for this area is 4.3 inches of rain falling in a 24-hour period. Therefore the retention pond and infiltration bed are designed to hold 2.8 inches (4.3 minus 1.5) of rain falling on the tributary area for the ponds.

The retention pond has a bottom area of 2,110 square feet and has a design water depth of 3-feet. The volume of the pond is 9,524 cubic feet.

The infiltration bed is 6,260 square feet in area and is 16-inches deep. It is filled with drain rock. The 8,325 cubic feet of drain rock will hold about 3,000 cubic feet of water in the voids of the rock. Thus the retention pond and the infiltration bed will hold 12,524 cubic feet of water.

The rock in the infiltration bed is wrapped with filter fabric so that soil particles in the saturated soil around the bed will not enter the bed and clog up the spaces (voids) in the drain rock.

If the infiltration bed and retention pond are still full of water when another large storm occurs, water will flow over the emergency overflow spillway, along the emergency overflow ditch, then through the overflow pipe and into the ditch along Sapp Road.



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## V. NORMAL OPERATING PROCEDURES

This stormwater system will work by itself unless a catch basin becomes plugged, a pipe breaks or there is a break in the dike of the retention pond.

The main normal operating procedure is to check the facility after a major storm. This is to consist of:

1. While driving to the pond, make sure the inlet grate near the "Lou Ankney Memorial" for the emergency overflow pipe is clear.
2. Check to make sure the dike for the retention pond is not broken nor severely eroded in any spot. Always watch for animals burrowing into the sides of the dikes. The burrows will weaken the integrity of the dike. If you find a hole from a burrowing animal, use a "gopher gasser" smoke bomb or similar eradication method, then carefully fill the hole, tamping the dirt hard as you fill the hole. Make sure you get the dirt as far as you can into the hole.
3. Make sure the infiltration bed cone inlets are not plugged with any debris.
4. Make sure the water quality control pond was up to full level and overflowing properly into the retention pond.
5. Check catch basins No. 29 and 30 to make sure the grates are not plugged and are ready for the next storm. In addition, look down through the grate to make sure there are no sticks or other debris lodged inside the catch basins. Remove any debris.

When major storms are not occurring, once a month make a walking inspection (the first day of each month is suggested) of the facility incorporating the above five procedures. The facility is to be inspected at least once a month.

After every inspection of the facility, make an entry in the log sheet of what was noticed, even if everything checked out okay and what procedures were done, if any. A sample log sheet is attached to this manual as Exhibit "D".

## VI. MAINTENANCE OF FACILITY

The pipes in the stormwater collection system may become plugged with silt and rocks, which could present a problem. The slope of the pipe between catch basins No. 25 and 26 and also between catch basins No. 27 and 28 is only 0.5%. When you inspect inside



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catch basins No. 26 and 28, you will see if they are silting up. If they are silting up you will need to clean them out with proper pipe cleaning equipment.

The pipe between catch basins 26 and 27 is at 1.38% slope and the pipe between catch basins 29 and 30 is at 7.4% slope. At these slopes these catch basins should normally be kept clean by the velocity of the water. The routine monthly inspection of the catch basins will verify this.

The only normal maintenance of the stormwater ponds is the control of grass and weeds. The weeds should not get any taller than 18-inches. Use a mower and weed eater to cut the grass and weeds down to about 3-inches.

The water quality control pond will slowly fill up with silt. The way to know when the pond needs to be cleaned is when the silt is to the level of the top of the rocks at the outlet pipe at the east side of the pond. After construction, these rocks were 6 to 8 inches higher than the bottom of the pond.

To make sure the pond is properly infiltrating water in the manner it should, even if the silt has not built up to the top of the rocks, every 3 years the pond needs to be cleaned down to the original elevation of 93.5 feet. This is 2 feet below the level of the spillway.

The pond will only be able to be cleaned when it has been dry for sometime. Otherwise, it will be muddy and the cleaning equipment will become stuck.

During cleaning, your equipment will have compacted the bottom of the pond. When you are finished removing the silt, loosen the soil down at least 12-inches.

As explained in the Normal Operating Procedure, Section V of this manual, always watch for holes from burrowing animals in the dike. If you find any holes, follow the procedures outlined in Section V. 2.

There is no maintenance of the infiltration bed itself as it is all underground. In your normal operating procedures you will be making sure the inlet cones do not become plugged with debris.

The retention pond should not fill up with silt, as only relatively clean water should be spilling over the dike from the water quality control pond. The design depth of the retention pond is 2 feet below the top of the infiltration bed inlet cones. You can check this by placing a long straight board across the top of tow cones and measuring down.

The only way silt may be entering the retention pond is if there is erosion on the hillside south of Lots 18 and 19. During a heavy rain eroded silt will be transported along the ditch to the retention pond. For this reason it is important that this hillside should be kept planted and any erosion should be repaired, seeded and mulched.

Once a year open the lids to catch basins No. 26, 27 and 28 and clean out any lodged sticks or debris. Since the lids to these catch basins are solid and locking, tools will be needed to open them.

## VII. RECORD KEEPING

To assure the requirements of this Manual and the Declaration of Covenants, Conditions and Restrictions for ANKNEY HEIGHTS are being performed, make an entry in the Maintenance Log for the stormwater facility. As explained in Section V, make an entry in the Maintenance Log even if everything was okay. Make note of any maintenance procedures performed.

A 3-ring binder or similar device should be used to keep a copy of this Manual along with a section with sheets of the Maintenance Log. This way everything will be together and all the records of maintenance will be kept organized. The person responsible for operating and maintaining the stormwater facility is to keep this binder.

## VIII. EMERGENCIES

An emergency that could happen is that the retention pond dike fail. If this does occur, a large quantity of water will flow down the emergency ditch and possibly over the entrance road. This would happen so quickly that very little could be done to stop it. As soon as you are aware the dike has failed, notify the Sedro-Woolley Police Department at 911 or 360-855-0111. Then contact the City of Sedro-Woolley Public Works Department at 360-855-0771 as soon as possible and inform them that the dike has broken and you are in the process of repairing it.

After a major break the dike will have to be repaired back to its original form. Use the original plans supplied to the Association for the ponds to rebuild the dike. First contact Skagit Surveyors & Engineers at 360-855-2121 for them to inspect the break and they can direct the rebuilding. The City of Sedro-Woolley will inspect the dike to make sure the facility has been restored to proper form.



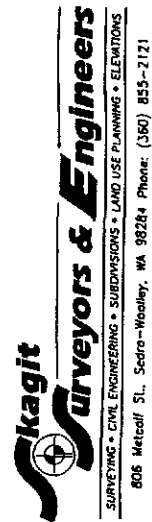
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in the NW1/4 of the SE1/4 and in the NE1/4 of the SW1/4  
and in the NW1/4 of the SW1/4 of Section 13, Township 35 N. Range 4 E., W.M.

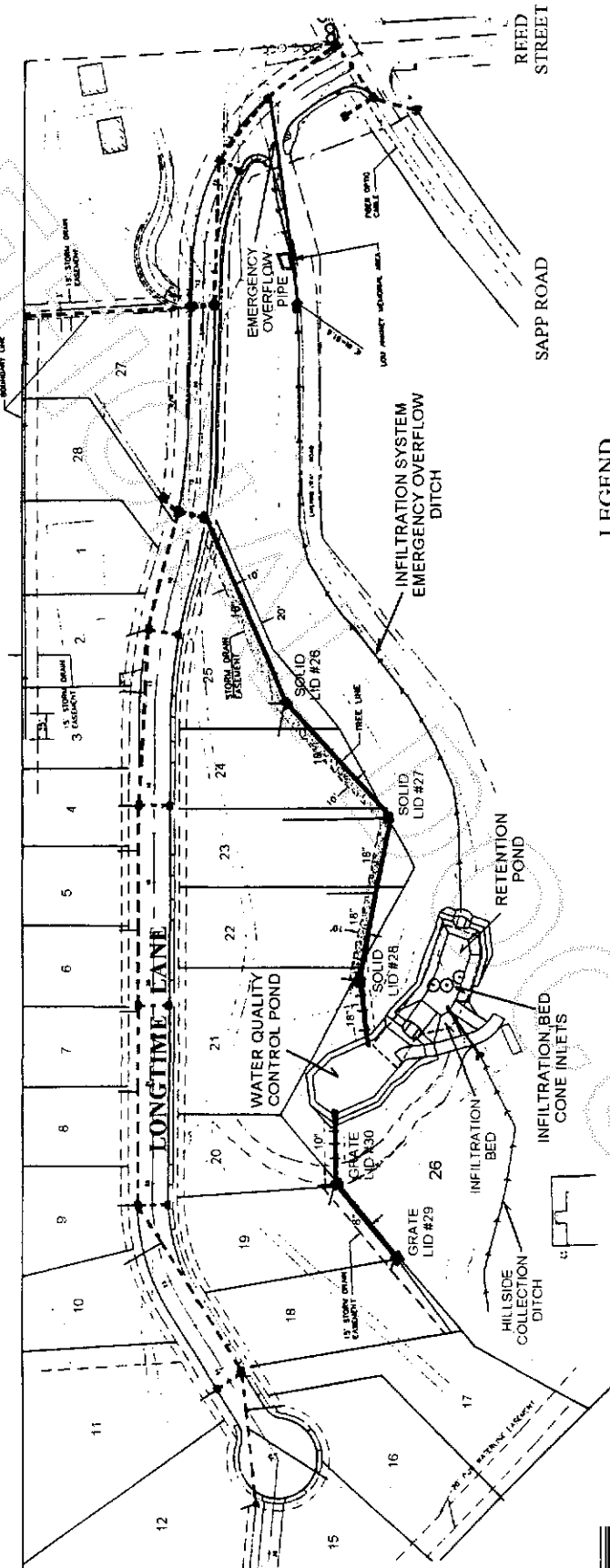
**EXHIBIT "A"**  
**LOT & EASEMENT**  
**LAYOUT**



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# ANKNEY HEIGHTS



## LEGEND

- TO BE MAINTAINED BY AHHA
- - - - TO BE MAINTAINED BY CITY OF SEDRO-WOOLLEY

## EXHIBIT "B" STORMWATER SYSTEM LAYOUT

**Skagit**  
**Surveyors & Engineers**  
SURVEYING • CIVIL ENGINEERING • SUBDIVISIONS • LAND USE PLANNING • ELEVATIONS  
806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121



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# ANKNEY HEIGHTS

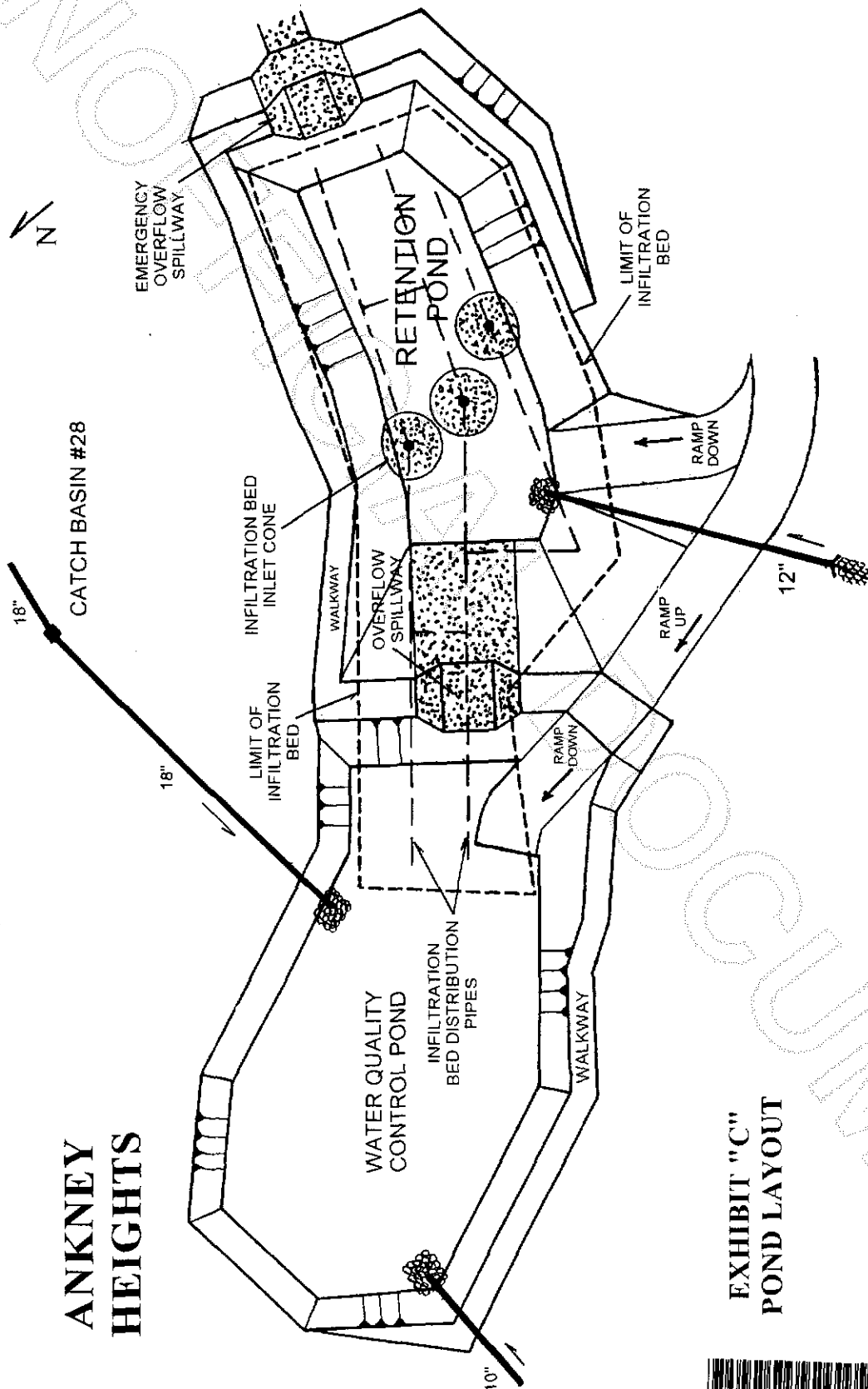


EXHIBIT "C"  
POND LAYOUT



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## Maintenance Log

### DESCRIPTION OF INSPECTION/WORK

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