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, Skagit County Auditor

11/27/2001 Page 1 of 16 10:33:04AM

AFTER RECORDING MAIL TO:

Jerry Hammer  
1858 Lakeside  
Bellingham, Wa 98226

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor: Jerry Hammer

Grantee:

LEGAL DESCR: Ptn. Govt. Lot 5, SE1/4, Sec. 7, TWN35N, R8E, Snohomish County

TAX PARCEL ID #: P43461

ADDITIONAL LEGAL DESCRIPTION ON PAGE 16 OF THIS DOCUMENT

**RECORDED AT THE REQUEST OF:**

Jerry Hammer

1858 Lakeside

Bellingham, Wa 98226

**Document Title:** Declaration of Covenants, Conditions and Restrictions  
for Waters View PURD

**Declarants:** Jerry Hammer

**Legal Descriptions:** See attached Exhibit

**Parcel #:** P43461

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
PURD OF WATERS VIEW**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PURD OF WATERS VIEW is made this \_\_\_\_ day of**  
**\_\_\_\_\_, 2001, by Jerry Hammer, hereinafter the "Declarant".**

Declarant is the Owner of that development known as **PURD of WATERS VIEW**  
located in Skagit County, Washington, referred to herein as the "Property" and  
more particularly described as follows:

See Exhibit "A"

The Declarant desires to subject the Property to the provisions of this Declaration of  
Covenants, Conditions and Restrictions, hereinafter the "Declaration", and to have the  
construction of the residences and other improvements thereon completed so as to  
establish and maintain a living environment of the highest quality for the Owners of the  
Lots contained within the Property and their successors, in the manner intended by the  
Declarant.



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For the above reasons, the Declarant hereby declares that all of the Property subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **I. DEFINITIONS**

**A. Lot(s)** shall mean and refer to any portion of the Property that is created as a legal Lot of record for purpose of sale.

**B. Owner** shall mean and refer to one or more persons, including Declarant, who or which Owner owns fee simple title to any Lot in the Waters View Purd. In the event that there is a real estate sale contract covering any Lot, the Owner of such interest shall be the purchaser under said contract and not the fee simple titleholder.

## **II. GENERAL PROVISIONS**

**2.1 Community Association:** There shall be established the Waters View Community Association (hereinafter referred to as the Association) consisting of all Owners of the Lots and Tracts shown on the face of the recorded PURD and the survey map of Waters View, as now existing or hereafter subdivided, their heirs, successors and assigns. Said association shall be a non-profit corporation, the members of which shall be the Owners of the Lots, Tracts, or home sites in the PURD of Waters

View, as now existing or herein after subdivided. Said Association is hereby created upon the filing/recording of these covenants, and shall thereafter be comprised of the Owners of the properties herein described, or as hereafter further divided, with membership in said Association being an obligation of Ownership of said Lots, Tracts or properties.

**2.2 Bylaws and Fees:** These Covenants and all Lots, Tracts, and Parcels, subjected thereto or benefiting there from shall be subjected to Bylaws and/or Articles of Incorporation of the Association. All Lot Owners are subject to the Association dues, fees, and/or other assessments, as may be established by the Association. The dues shall be due and payable on such date as established by the Board of Directors. Within one month from the data of the annual meeting of the membership, the Association shall cause a statement of the annual dues to be mailed to each member at his address of record with the Secretary. Any dues not paid by the established due date shall thereafter be delinquent with interest at the rate of twelve percent (12%) per annum. Upon becoming delinquent, such dues shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file a statement of said charges and a lien in the proper offices of Skagit County, Washington. A release of said lien shall be filed by the corporation upon payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the corporation. Said lien may be enforced by the corporation as may any lien on real property under the laws of the State of Washington; and if said lien is foreclosed, the member/Owner shall be liable for the costs and disbursements, including reasonably attorney's fees, or the corporation herein, all of which costs, disbursements and fees shall be secured by such lien. Member shall

have nonetheless, first liability for dues, whether by accepting the deed to or by executing a contract to purchase, a tract to which unpaid dues are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section. In the event that any member of this corporation fails for a period of 60 days after the delinquency to pay his dues, this corporation shall have the power to suspend voting privileges until such bill is paid.

### **III. GENERAL USE RESTRICTIONS AND REQUIREMENTS**

**3.1 Critical Areas- Protection Area:** The Developer, their heirs, successors and assigns shall hereafter leave said critical areas in the natural state without grading, filling, logging, building construction or road construction of any kind or planting or non-native vegetation within said critical areas; provided, clearing of blackberry bushes and other noxious weeds or bushes may be removed and replaced with native shrubs and vegetation. Further provided, the Developer, for themselves and their heirs, successors and assigns, reserve the right to install, construct and maintain pedestrian trails across and through said critical areas. The Developer, for themselves, their heirs, successors and assigns further reserve the right to trim trees and prune vegetation to preserve and protect view corridors. Existing native conifer trees may be limbed for view protection and enhancement but may not be topped except where a professional arborist can demonstrate such topping will not result in the injury or destruction of the conifer trees. Nothing in this section shall prevent the Developer, their heirs, successors or assigns from requesting approval from the County for additional work within the critical areas not outlined in this section.

**3.2 Maintenance of Sanitary Services & Utilities:** All water, electrical and sewer lines within the boundaries of any Lot shall be maintained in good order and repair by the Owner thereof and any work respecting the repair or maintenance of the same shall be performed with diligence and without any undue disturbance to the occupants or Owner of other Lots except as may be reasonably necessary to accomplish such repair or maintenance work. It being recognized that the utility lines may be owned by third parties, including but not limited to utility companies, the Owners agree to request that any utility company performing repairs or maintenance abide by this same standard. Any such cost of repairs or maintenance work shall be the responsibility of the Lot Owner, contract purchaser or person having an interest in a Lot and will pay such cost based on a pro-rata share of the cost. Failure to pay said costs or assessment shall constitute the right of a lien to be filed upon such Lot until paid in full.

**3.3 Architectural Control:** No permanent building, structure, or fence shall be placed or erected upon any Lot, Tract or Parcel of said property which in its construction does not conform to the Skagit County building code and the uniform building code, State of Washington electrical code, or the Architectural Committee's requirements. No building or structure shall be erected, placed, expanded, remodeled, or altered upon any Lot, Tract or Parcel of said property until the construction plans and specifications, including a site plan and exterior color schemes, have been submitted to and approved in writing by said Architectural Committee prior to the issuance of a building permit and commencement of any such construction work. Construction work of all buildings and structures shall be completed in a diligent, continuous, professional,



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and workmanlike manner so that not more than two (2) years elapse from commencement to completion of exteriors, including painting or other suitable finish. All buildings and structures shall be of new construction. Exterior finish shall be of wood, stone, or brick. No structure of any kind shall be of geodesic design.

**3.4 Use of Lots:** Use of all Lots within the Development shall be limited to private, single family dwelling and/or accessory outbuildings except for that portion of any Lot which is specifically designated for trails use, utility and road easements, and well house locations.

**3.5 Maintenance of Lot:** Each Owner shall maintain their Lot in a neat and orderly appearance. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of any Lot, nor shall any nuisance orders be permitted to exist or operate upon or arise from the Lot(s), so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the person(s) occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his family, tenants, guests, invite, servants, and agents shall refrain from any act or use of a Lot which could cause disorderly, unsightly, or unkempt conditions to nuisance to the occupants of other portions of the Property. If the Owner of their Lot does not comply with the foregoing, the Board of Directors of the Community Association, and the Architectural Committee of the Association shall have the right at all times, but shall not be under obligation, to enter upon all Lots, Tracts, Parcels, and common areas of this property and to acre for, to cut the grass upon, to remove or destroy any weeds, rubbish, waste, inoperable vehicles, or operable vehicles in



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excess to those allowed in Section 3.5, or unsightly or unsanitary material from any Lot, Tract, or Parcel, if the Owner or leaseholder of the Lot shall not have corrected any such condition after receipt of reasonable notice thereof, for the purpose of maintaining an attractive overall appearance for said property. The Board of Directors shall also have the right to charge the Owner or leaseholder of the Lot, Tract, or Parcel the actual cost plus ten percent of the actual cost for the services rendered in alleviating any such unsightly condition. This charge shall constitute a lien against the property enforceable as provided in the case of dues, assessments, and maintenance as provided in the lease and/or conveyance of said Lot, Tract, or Parcel of the Declarants or as provided in the By-laws of the Community Association. No noxious weeds shall be permitted to grow upon any of the said Lots, Tract, or Parcels.

**3.6 Motor vehicles, Trailers, Boats, etc.:** Two (2) operative motor vehicles and only one (1) inoperative boat, trailer, motor home, or other items of equipment may be stored or kept on any portion of the Property.

**3.7 Pets:** No more than 4 domestic animals may be kept, temporarily or permanently upon any Lot at one time. In addition, no more than six head of livestock are permissible, of which not more than 2 shall be cattle. No pigs, peacocks or chickens are permissible. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance.

**3.8 Motorized Bikes:** The private roads, bridle/walking trail and the lots within the PURD shall not be used for the riding of motorcycles, motor bikes, go-carts, all terrain or similar devices; provided, however, that this covenant shall not prohibit operating such a device for the purpose of going or coming



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from a public road to or from a home in the PURD; provided, further that four wheel ATVs may be used by an owner on his own property but they may not be operated at a speed which exceeds five miles per hour. The purpose of this covenant is to prevent using the roads as a recreational area involving noisy devices and still allow the use of the roads as a part or a route to or from a destination outside the PURD.

#### **IV. IMPROVEMENT STANDARDS**

**4.1 Improvements In General:** All improvements to the Lots shall be designed and completed in the workmanlike and timely manner and in accordance with all applicable rules and regulations as stipulated in Section 3.2 of these Covenants and Restrictions.

**4.2 Permitted Improvements:** No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any Lot except (a) one single family dwelling, (b) garages, carports, barns and other buildings accessory to a single-family dwelling, (c) accessory dwelling units consistent with the Skagit County code.

**4.3 Building Size Limitation:** No dwelling shall be permitted on any Lot wherein the floor area of the main structure exclusive of the garage and porches shall be less than 1200 square feet. No dwelling or building shall exceed a maximum height of 25 feet at any point from the original grade without written approval from the Architectural Committee. Height variances when allowed will take into consideration view infringement which may be caused to adjacent Lots, Tracts or Parcels.

**4.4 Mobiles:** Mobile homes and modular homes of no more than two (2) years old in age are permissible and shall be doublewide with 1200 square feet (at minimum) or greater installed on concrete slab as approved by Skagit County code. They shall be of wood or wood like exterior, skirted, and pitched roof of 3/12 or better. Mobiles shall have gutters, downspouts and drip plates for downspouts that channel water away from the home. All entrances to the mobile shall have steps and decks.

**4.5 Temporary Buildings:** No temporary building shall be erected, maintained or located upon any Lot except such temporary buildings as may be necessary for the shelter and housing of tools and building equipment during the period of actual construction of any single-family dwelling, garage, barn or other outbuilding. Provided, however that said temporary building shall be removed immediately upon completion of construction.

**4.6 Screening:** All heating tanks, such as propane and oil, shall be screened from sight either by vegetation or finished wall made of lattice or stucco or wood and painted to coordinate with the residence.

**4.7 Landscaping:** Landscaping is to be completed in a desirable fashion and considered to be a part of the 2-year construction period. Landscaping of any Lot should not restrict the view of any other Lot.

**4.8 Fences:** No fence, wall, landscaping or hedge shall be created, located, planted or maintained upon any Lot in a manner which would unreasonably obstruct the view from any other Lot or Lots. No fence, wall or hedge or any other type obstruction shall exceed six (6) feet in height from ground level without a variance granted by the Architectural Committee.



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## V. UTILITY AND ROAD USE AGREEMENT

**5.1 Private Roadway:** The utility and private roadway easements depicted on the face of the PURD shall be used and maintained consistent with the provisions contained herein for the benefit of Lots 1 thru 6 of said Rivers Edge PURD.

**5.2 Maintenance:** In the event that one Lot Owner is exclusively utilizing the easement, then the costs of maintenance of the driveway and related improvements shall be borne by the benefiting Lot Owner. In the event that other Lot Owners begin utilizing the easement area those Lot Owners shall share equally in the costs of maintenance of the driveway and the cost of improvements that occur following the commencement of their use from their respective directions to the main entrance.

The foregoing agreement shall be construed consistent with the following Provisions governing maintenance, repairs and improvements:

- i. If to repair damage caused in a single incident or identifiable incidents by one Owner, then by that Owner;
- ii. If performed for the sole benefit of one Owner, by that Owner;
- iii. If to repair ordinary wear and tear, frost, weather, flooding, earth movement or similar damage, at the equally shared cost and expense of all of the Owners utilizing the roadway. Any repairs and/or improvements shall be voted upon by all Lot Owners with a 75% majority vote. Maintenance of the utility easements depicted on the face of the PURD shall be borne equally by all Lot Owner



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**5.3 Payment Terms:** Any maintenance, repairs or improvements that are to be completed in accordance with the above provisions shall be agreed upon by a 75% majority vote of the Lot Owners who will be assessed the costs of the same. Any costs associated with the easement that is to be paid in accordance with the provisions contained herein shall be promptly paid by the Lot Owner and any unpaid costs shall become a lien against the real property of the non-paying Lot Owner under terms determined by the Board of Directors.

## **VI. TRAIL**

**6.1 Use of Trail:** The 15 foot trail easement depicted on the face of the PURD for a bridle and walking trail is for the benefit of the Lot Owners of Waters View PURD and Rivers Edge PURD to be used in accordance with the following provisions:

- A. The use of the trail shall be limited to non-motorized use.
- B. Walking, hiking, horse riding, fishing and other similar activities shall be permitted on the easement.

**6.2 Maintenance of Trail:** The easement and improved trail shall be maintained by the Lot Owners of Waters View PURD and Rivers Edge PURD. Each Lot Owner shall be responsible for paying his pro-rata share of the cost of maintenance based on the following provisions governing maintenance, repairs and improvements:

- i. If to repair damage caused in a single incident or identifiable incidents by one Owner, then by that Owner;
- ii. If to repair ordinary wear and tear, weather, flooding, earth



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movement or similar damage, at the equally shared cost and expense of all of the Owners utilizing the trail. Any repairs and/or improvements shall be voted upon by all Lot Owners with a 75% majority vote.

- iii. Should the Lot Owner fail to pay for their respective share of the aforementioned costs within the specified time period set by the Board of Directors of the Association, then the Board shall have the right to file a lien upon the Lot until paid in full.

**6.3 Reserved Rights of Trail:** The Declarants expand the benefit of the trail easement to include the Lot Owners of the proposed Pressentin PURD and existing Wilderness Village. Any benefiting Lots within the proposed Pressentin Ranch PURD and existing Wilderness Village shall be considered Lot Owners for purposes of implementing Section 6.2.

## **VII. GENERAL PROVISIONS**

**7.1 Non-waiver:** No waiver of any breach of the Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

**7.2 Attorney's Fees:** In the event of a suit or action to enforce any provision of this Declaration, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorney's fees incurred in connection with any appeal from the decision of



a trial court or any intermediate appellate court.

**7.3 Modifications to Covenants:** Any additions, modifications or change to these covenants for any reason whatsoever shall be voted on by all Lot Owners and shall require a seventy-five percent (75%) majority vote.

**7.4 Severability:** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any other provision hereof, if the reminder complies with the Act to as covenants effect common plan.

**7.5 Voting:** In all cases where a vote of the members of the Association is called for, each Lot Owner shall have one vote. Where a Lot is owned by more than one person, they shall designate one Owner who will cast the vote. If an Owner owns more than one Lot, he/she shall have only one vote, with the exception of Declarant who shall have one vote for each Lot owned by Declarant.

**7.6 Effective Date:** This Declaration shall take effect upon recording.

Dated this 10<sup>th</sup> day of October, 2001.

  
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\_\_\_\_\_



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STATE OF WASHINGTON )

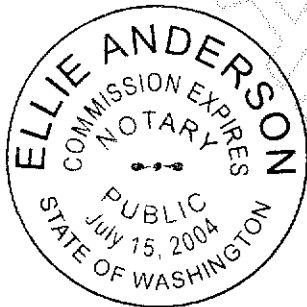
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COUNTY OF WHATCOM )

On this day personally appeared before me Jerry Hammer

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of October,  
2001.



Ellie Anderson  
Notary Public in and for the State of  
Washington, residing at Bellingham.

My appointment expires: July 15, 2004

The undersigned notary public did not  
prepare, examine, review or advise the  
parties in any manner as to the content,  
accuracy of this document. The notary  
public provided notary service only.



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

That portion of Government Lot 5, Section 7, Township 35 North, Range 8 East of the Willamette Meridian, lying Northerly of the South Skagit Highway;

Together with those portions of the vacated Upper Skagit Road No. XLIX and The Dalles Road No. LXXXVII which upon vacation reverted to said premises by Operation of law.

Subject To: Restrictions, Reservations and Easements of record.



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