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Document Title:

protective covenants
conditions & restrictions

Reference Number:

20000214 0086

Grantor(s):

1. Rosewood PUD
2. Self-Help Housing

☐ additional grantor names on page ____

Grantee(s):

1.

2.

☐ additional grantee names on page ____

Abbreviated legal description:

SW SE 9-344

☐ full legal on page(s) ____

Assessor Parcel / Tax ID Number:

P 116455 etal

☐ additional tax parcel number(s) on page ____

PROTECTIVE COVENANTS, CONDITION AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: Self-Help Housing, a Washington Not-For-Profit Corporation, hereinafter called the "Declarant", does hereby declare as follows:

WHEREAS, the Declarant was the purchaser of the real property in the City of Mount Vernon, Skagit County, Washington, known as Rosewood PUD and located at Martin Road & 30th Streets, legally described as:

The Southwest ¼ of the Southeast ¼ of Section 9, Township 34 North, Range 4 East, W.M.; EXCEPT the East 99.00 feet of the South 440.00 feet thereof; AND EXCEPT road along the South and West lines thereof; AND ALSO EXCEPT mineral rights as reserved in Deed recorded December 10, 1926, in Volume 142 of Deeds, page 146. SUBJECT TO AND TOGETHER WITH easements, reservations, restrictions, covenants, liens and other instruments of record. Situate in the County of Skagit, State of Washington.

WHEREAS, the Declarant desires to declare of public record the intention to create certain protective covenants, conditions and restrictions (C.C. & R's) in order to effectuate a general scheme of development creating benefits and obligations for the owners of said properties, as to the following: single family and duplex lots 1 through 152 and the neighborhood Day Care Center.

NOW, THEREFORE, the Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value



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and desirability of the real property, which shall run with the land and shall inure to the benefit of each owner thereof. These easements and C.C. & R.'s shall be binding on all parties having any right, title or interest in the described properties or any parts thereof, their heirs, successors and assigns.

ARTICLE I

RESIDENTIAL COVENANTS

(1) LAND USE AND BUILDING TYPE

All lots within the Rosewood PUD shall be used for the residential purposes save and except for the neighborhood day-care facility. No buildings shall be erected, altered or permitted to remain on any lot other than residential dwellings, one day-care facility which includes related parking and playground. The foregoing provision shall not exclude construction of a private greenhouse, storage unit, private swimming pool, or a shelter or port for the protection of such swimming pool, provided the location of such structures is in the conformity with the applicable municipal regulations and is compatible in design and decoration with the residences constructed on each lot, and has been approved by the Architectural Control Committee, as designated by the Declarant. The provisions of this section shall not be deemed to prohibit the right of any Self-Help Housing family builder, or any other licensed builder to construct a residence on any lot, or the neighborhood day-care facility on their designated sites, to store construction materials and equipment on said lots in the normal course of construction and to use and occupy the residential buildings or the day-care facility.

(2) DWELLING SIZE

The minimum square footage of any single family house on any single family lot, and any individual unit of a duplex on a duplex lot, within this subdivision shall be a minimum of 900 square feet of living space exclusive of garage, open porches, patios, breezeways or any building structure or floor which is other than a part of the principal residential structure.

(3) EASEMENTS

Easements as shown on the subdivision plat shall be preserved by the respective lot owners. Site improvements shall not be placed so as to interfere with the maintenance of any easement. The owner of any lot which has an easement shall maintain the easement area at his or her own expense, except for improvements for which a public authority or utility is responsible.

(4) OFFENSIVE ACTIVITIES

Noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done, grown, or placed upon, any lot that interferes with or jeopardizes the enjoyment of other lot owners within this subdivision. No loud, disruptive, or offensive noises shall emanate from any activity carried on upon any lot, or from any residence, or from any of the common and recreational areas, from the hours of 11 p.m. to 6 a.m. each day. Nor shall abnormally loud, disruptive or offensive noises be allowed during the hours of 6 a.m. to 11 p.m. each day.

(5) ANIMALS

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that a reasonable number (not to exceed two (2) dogs, cats, or any other



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household pets) may be kept provided that they are not kept, bred, or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

(6) SIGNS

No signs shall be erected or maintained on any lot (excluding Rosewood entry signs) except not more than one "For Sale" or "For Rent" sign placed by the Owner, Declarants, or by a licensed real estate agent, not to exceed forty-four (44) inches high, and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of "political" signs on any lot by Owner or appointees provided the same shall not be a violation of the controlling governmental sign ordinances.

(7) LIGHTING

Area, flood, and ornamental lighting must be of a subdued nature and must be approved by the Architectural Control Committee.

(8) PARKING

Parking of boats, trailers, motor-homes, motorcycles, truck campers, large trucks, commercial vehicles and like equipment shall not be allowed on any part of the public streets fronting or adjacent to the owner's property. Such equipment shall be stored in an appropriate area on the owner's property behind a screen or fence no closer to the street than the front of the garage. Each residential property owner is required to provide and maintain two (2) off-street parking spaces, including one (1) in the garage, and one (1) on the driveway. Parking for Grandy Lake Residences shall be on-site for all residence occupants. On street parking is reserved for guest and emergency purposes only.



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(9) VEHICLES IN DISREPAIR

No owner shall permit any vehicle that is in an extreme state of disrepair to be abandoned, or to remain parked upon any lot, or on the open space, or on any street for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an "extreme state of disrepair" when due to its continued inoperability or significant damage, it offends the occupants of the neighborhood.

(10) TREE PRESERVATION

No healthy, non-hazardous tree in excess of 6" in diameter and 20" in height located outside a building's footprints shall be removed without prior written approval of the Architectural Control Committee as established herein. Once planted, street trees may not be removed except by written permission from the City of Mount Vernon, even if trees have been planted outside of the right of way.

(11) RUBBISH AND TRASH

No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal and out of public view. Yard rakings and dirt resulting from landscaping work shall not be dumped into streets or on any lots. Trash and garbage, properly bagged or boxed, may be permitted at street curbs on the night before or on pickup days only.

(12) TEMPORARY STRUCTURES

No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence.



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(13) UTILITIES

No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, not any pole, tower, or other structure supporting said overhead wire shall be erected, placed, or maintained within this subdivision. All owners of lots within this subdivision, their heirs, successors and assigns shall use underground wires to connect their premises and the structures built thereon to the underground electric, TV cable, or telephone utility facilities provided.

(14) COMPLETION OF CONSTRUCTION

The construction of any building on any lot, including private lot drainage, painting, and all exterior finish, shall be complete within twelve (12) months from the beginning of construction so as to present a finished appearance when viewed from any angle. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from the Architectural Control Committee.

(15) LANDSCAPE COMPLETION

All front yard landscaping must be complete, pursuant to a landscaping plan approved by the Architectural Control Committee. The landscaping on front yards and side yards on corner lots must be installed upon substantial completion of the residence. All remaining landscaping must be completed within six (6) months of acceptance of the dwelling. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable time, but only after a written application is made to the Architectural Control Committee and the Committee's approval is obtained.



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(16) FENCES AND HEDGES

The maximum height of a boundary fence on any lot shall be six (6) feet. Said fence or hedge may not be placed forward of the dwelling's front elevation building footprint. All fencing shall be designed to be six (6) feet tall with vertical 1 X 6 cedar boards and 4" X 4" treated posts, maximum 8 foot sections. The fence shall be "dog-eared" and good neighbor in design. Fences shall be all wood and treated only with natural preservatives (no paint). Owners proposing to install fencing must first submit a written application to the Architectural Control Committee and cannot install any fencing until after the Committee's approval is obtained.

(17) ANTENNAS AND SERVICE FACILITIES

Exterior antennas or satellite dishes shall be permitted. The dish may not exceed 25 inches in diameter. Clotheslines and other service equipment shall be screened so as not to be viewed from any street.

(18) EXTERIOR MATERIAL

Exterior materials must be approved for use by the Architectural Control Committee in accordance with the provisions of Article II herein. Roofing materials may be cedar shingle, shake, tile, or architectural composition, or 3 tab, solid dark colors, minimum 25-year life. Exterior siding shall be wood or an approved composite board horizontal lap siding. T-One-Eleven siding is permitted on the side and rear exterior walls.

(19) EXTERIOR FINISH

The exterior finish of all construction on any lot shall be designed, built and maintained in such a manner as to blend in with the existing structures and landscaping



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within this subdivision. Exterior colors must be approved by the Architectural Control Committee in accordance with Article II. Exterior trim, fences, doors, railings, decks, eaves, gutters, and exterior finish on garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structures that adjoin. Mailbox and newspaper receptacles placed in front of any lot shall be included in a single structure of a design approved by Declarant prior to construction unless otherwise dictated by the U.S. Postal Service.

(20) WINDOW COVERING

Window coverings, other than commercially produced curtains, shutters, drapes or blinds, or those non-commercially produced but of comparable quality, shall not be permitted to be visible from any public or private street at any time after occupancy of dwelling.

(21) MISCELLANEOUS PROVISIONS

These provisions are applicable to the single-family lots.

- (a) ON SITE CONSTRUCTION: All structures in said subdivision shall be constructed entirely on site. Exterior walls may be framed and sided off site.
- (b) HEATING AND AIR CONDITIONING: Exterior air conditioning or heating units of heat pump design shall be approved by the Architectural Control Committee subject to location on the lot.
- (c) DRAINAGE: Each owner, their heirs, successors and assigns of a lot in said subdivision agree that they will not in any way interfere with the established drainage over their lot, and that they will make adequate provisions for property drainage for the benefit of all affected lots. For the purpose hereof,



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"established drainage" is defined as the drainage which occurred at the time the overall grading of said subdivision was completed by the undersigned Declarant.

- (d) PARTITION: No lot may be partitioned or subdivided after sale or conveyance by Declarants.
- (e) ROOF LIFE: All roofs shall have a minimum life of 25 years.
- (f) HOUSE NUMBERS: Each residential dwelling shall have affixed to the front thereof, address numbers at least 4" in height, or as otherwise approved by the Committee.
- (g) MAINTENANCE DURING CONSTRUCTION: During construction, the lot owner shall be responsible for keeping all streets and sidewalks in a neat and clean condition, and shall not allow any dangerous conditions left unattended on his or her property.
- (h) MAINTAINING COMMON AREA: A further purpose of the Rosewood Community shall be to enhance the common area by maintaining landscaping, gardens, open spaces, play areas, and common facilities for the benefit of residents of all ages. This purpose may be advanced by assigning to individuals or certain units the responsibility for, and the right to, maintain and use particular portions of the common areas for uses consistent with the overall design of Rosewood Community PUD. Residents are encouraged to propose and carry out activities that mutually benefit all residents of the community and enhance the usefulness of the improvements in ways that are



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not annoying or inconvenient for other Residents who share the common area.

- (i) PROTECTION OF PERIMETER BUFFERS AND WETLANDS AREAS: A further purpose of the Rosewood Community shall be to protect and maintain the subdivision perimeter buffers, by ensuring these areas remain in their natural vegetative state. No clearing, grading, landscaping, or use of any kind that would alter the natural vegetative state shall be allowed. This provision includes all designated wetland areas, and wetland buffer areas.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

(1) ARCHITECTURAL REVIEW

No structure, including storage shelters, shall be commenced, erected, placed or altered on any lot until construction plans and specification; and a plat showing the nature, shape, height, material, colors, and proposed location of the structure or change have been submitted to and approved by the Architectural Control Committee. It is the intention and purpose of this covenant to assure quality of workmanship and material, harmony of external design with the existing structures as to location, topography, and finished grade elevations to avoid plan repetition. In all cases, the Architectural Control Committee's consent is required.



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(a) MAJOR CONSTRUCTION

In the case of initial or substantial additional construction of a dwelling the owner shall prepare and submit to the Architectural Control Committee such plans and specification for the proposed work as the Committee may require.

Materials required by the Committee may include, but not necessarily be limited to the following:

1. A plan indicating location of all improvements, including private drainage.
2. Drawings showing elevation, exterior material and exterior color scheme of all improvements, including the mailbox/newspaper structure and fencing.
3. Drawings showing yard landscape design and location, including a description of plant materials.

(b) MINOR WORK

In the case of minor additions or remodeling, change of existing exterior color scheme, or exterior material, greenhouse, or swimming pool construction, or any other work not referred to in (a) above, the owner shall submit to the Architectural Control Committee such plans and specifications for the proposed work as the Committee determines to be necessary to enable it to evaluate the proposal. The Architectural Control Committee shall render its decision with respect to the proposal after it has received all material required by it with respect thereto.



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(2) ARCHITECTURAL CONTROL COMMITTEE DECISION

The Committee may, at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular lot, or incompatible with the design standard that the Declarants intend for the subdivision or other effects on the enjoyment of other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work.

(3) INSPECTION

Upon completion of any improvement, the property owner shall notify the Committee in writing. The Committee shall have thirty (30) days in which to inspect and examine the improvements for compliance with the architectural and site plans as approved by the Committee. Should the Committee fail to act within such thirty (30) days, the improvement shall be deemed to conform and have been approved. In the event the improvement does not comply, the Committee shall give the owner written notice of same, and shall require compliance or removal of the improvement within thirty (30) days.

(4) MEMBERSHIP; APPOINTMENT AND REMOVAL

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons as the Declarant may from time to time appoint. The Declarant shall keep on file at its principal office a list of names and addresses of Committee members. A member of the Committee shall not be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such Committee shall cease one year after completion of construction of all



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dwelling on all building sites within this project, and the sale of said dwellings to the initial owner/occupants.

(5) LIABILITY

Neither the Architectural Control Committee, nor any member thereof, shall be liable to any owner, occupant, builder or developer for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has, in accordance with actual knowledge possessed by him, acted in good faith.

(6) ACTION

Except as otherwise provided herein, any one member of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

(7) NONWAIVER

Consent by the Architectural Control Committee to any matter proposed to it within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

(8) EFFECTIVE PERIOD OF CONSENT

The Committee's consent to any proposed work shall automatically be revoked one year after issuance unless construction of the work has commenced or the owner has applied for, and received, an extension of time from the Committee.



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ARTICLE III
GENERAL PROVISIONS

(1) TERM AND AMENDMENT

These covenants and restrictions shall run with and bind all the property within this subdivision for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration or parts hereof can be terminated, revoked, or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination, and which is signed by the owners of seventy-five (75) percent of the platted lots, except that the Declarants, or their successors in interest, shall retain the sole authority to make amendments until the last lot is constructed upon.

(2) ENFORCEMENT

In the event of any violation of any of the provisions of this declaration, the Declarants or any other person or persons owning real property within the plat may, at their option, exercise the right to enforce these covenants by bringing:

- A. a written complaint to the Rosewood Homeowners Association for action and enforcement;
- B. failing action and resolution by the Rosewood Homeowners Association, a written complaint to the City of Mount Vernon;



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C. failing action and resolution by either of the above parties, the petitioning party may bring an action in a court of law.

Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action brought to enforce the provisions of the declarations shall be entitled to recover all costs, including reasonable attorney fees, incurred in such an enforcement.

(3) SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(4) LIMITATION OF LIABILITY OF DECLARANT

Neither Declarant nor any officer or director thereof shall be liable to any owner on account of action or failure to act by Declarant in performing their duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.

(5) CONFLICTS WITH THE CITY OF MOUNT VERNON CODES AND REGULATIONS

These covenants, conditions and regulations (C.C. & R.'s) constitute a private agreement among the owners of lots within Rosewood and can be enforced by the City of Mount Vernon. These C.C. & R.'s do not restrict the City's authority to adopt or amend its development regulations. There may be conflicting requirements between these C.C. & R.'s and the City's regulations. It is the duty of every person engaged in development with Rosewood to know the requirements of these C.C. & R.'s. In the event a conflict between a City regulation and these C.C. & R.'s, any question regarding



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which provision controls shall be directed to the Architectural Control Committee. The City will not be liable for any approvals or permits that are granted in compliance with the City's regulations, but are not in compliance with these C.C. & R.'s.



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IN WITNESS WHEREOF, the undersigned, being Declarant herein, have
hereto set its hand this 28 day of May, 2002.

By: _____

Judith Olsen

Board President

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

Personally appeared Judith Olsen on the 28th day of
May, 2002, executed the foregoing document in the capacity
as an individual, and acknowledges that the foregoing document was executed
as a voluntary act and deed of the individual.

BEFORE ME, a Notary Public in and for Washington.



Angela M. Alves
Notary Public for Washington

My Commission Expires: 9/14/03



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