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Skagit County Auditor

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Return to: Skagit Surveyors Inc.
806 Metcalf Street
Sedro-Woolley, WA 98284

COVER SHEET
DECLARATION OF COVENANTS AND RESTRICTIONS

GRANTOR: Michael R. Perry

GRANTEE: Michael R. Perry

LEGAL DESCRIPTION: Portion of the northeast quarter of the northwest quarter, the southeast quarter of the northwest quarter, and in the southwest quarter of the northeast quarter of Section 1 Township 33 North, Range 4 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P62076
ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 3862-000-071-0104

DECLARATION OF COVENANTS AND RESTRICTIONS

For the Short Plat of Michael R. Perry,
Plat also known as Majestic Ridge

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PLAT OF MAJESTIC RIDGE ("Declaration") Plat number 00-0750, is made by MICHAEL R. PERRY, ("Declarant") as of the 21st day of May, 2002.

RECITALS

Declarant is the owner of certain real property (the "Property") in Skagit County, Washington, legally described on Exhibit 1 hereto, and Declarant wishes to subject said Property to this Declaration.

WITNESSETH:

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Property and for the preservation, protection and maintenance of open spaces and other common facilities described herein; and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens as hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said Property to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments hereinafter created; and

NOW, THEREFORE, Declarant declares that the existing Property is subject to all restrictions and easements of said Plat; shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth which are for the purpose of protecting the clause and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.



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ARTICLE 1 DEFINITIONS

1.1 Words Defined. For the purpose of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Construction" and "Constructed" shall mean any construction, reconstruction, erection, or alteration of an Improvement, except wholly interior alterations to a then existing structure.

1.1.2 "Lot" shall mean any one of the 4 lots numbered 1 through 4 together with the Structures and Improvements thereon.

1.1.3 "Owner" shall mean the record owner, whether one or more persons, of fee simple title to a Lot within the Property but including the vendee under a Real Estate Contract wherein a Lot or Lots is being purchased.

1.1.4 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.1.5 "Plat" shall mean the recorded Plat of Majestic Ridge and any amendments, corrections, addenda, thereto subsequently recorded.

1.1.6 "Structure" shall mean any residence, accessory, building, other building, fence, wall, patio, swimming pool, deck, or the like constructed on a Lot.

ARTICLE 2 LAND USE AND BUILDING TYPE

2.1 Permitted Structures. All Lots shall be used solely for residential purposes. No Construction shall be erected, altered, placed or permitted to remain on any Lot other than one {1} single family dwelling not exceeding two stories in height, together with a private garage for not more than three (3) standard size passenger automobiles. Notwithstanding the foregoing, an additional detached garage may be Constructed to provide housing for not more than one (1) travel trailer or motor home. Tri-level dwellings shall be allowed, provided they otherwise comply with the additional covenants and restrictions provided for herein. There shall be no mobile homes, park model homes or modular homes allowed or constructed on any Lot within the Subdivision.

No Lot shall have more than one (1) detached building, including a detached garage as described above. A detached building shall be allowed, provided said building meets all setback requirements of these protective covenants and the Skagit County Building Codes, has a concrete floor, is constructed of equal or better exterior materials as is the family dwelling on the same Lot, and is used for personal and not commercial use. The side walls of any detached building shall not exceed a height of 12 feet.

2.2 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property: (i) a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation and (ii) that there will be no undue repetition of external designs. It is in the best interests of each Owner that such uniformity of use be maintained as hereinafter provided. No building (except for Accessory Structures) shall be erected, altered, placed or permitted to remain on any Lot other than single family dwelling units and a detached building as defined above.



Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

2.3 Architectural Control. No residence, building, fence, mail box or newspaper delivery box shall be erected, placed or altered on any Lot until the Construction plans and specifications as well as plans showing location of the Structure have been first Reviewed for compliance with all designated herein. No fence shall exceed a height of 6 feet and no fence shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line with the exception that a "stepdown" fence no higher than 3 feet may be erected for the setback to the street.

2.4 Minimum Dwelling Standards. No single family dwelling shall be permitted on any Lot unless it meets the following permitted standards:

A. Ground floor area of the main structure exclusive of open porches, decks, and garages shall contain not less than 2,000 square feet; with the exception that the ground floor area of a dwelling with two stories shall have not less than 1,250 square feet.

B. In the case of a tri-level dwelling, the floor areas of the upper two levels shall not be less than 1,500 square feet, with the floor level of the main floor being not less than 1,250 feet.

C. For the purposes of this provision, a home with a daylight basement and only on floor above the daylight basement shall be considered a dwelling of more than one story, and shall require a minimum floor area of 1,250 square feet, exclusive of the floor area in the daylight basement.

D. All single-family dwellings shall have a minimum of a two-car enclosed garage; carports shall not be permitted without the appropriate variance.

ARTICLE 3 BUSINESS AND COMMERCIAL USE OF PROPERTY PROHIBITED

3.1 (Business Use). No business of any kind shall be conducted on any Lot with the exception of (i) the business of Declarant in developing and selling all of the Lots.)

3.2 Garbage/Waste Disposal. No lots shall be used as a dump for trash or rubbish of any kind. All garbage, trash or other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings such as rocks, lawn and shrubbery clippings, dirt and other materials resulting from landscaping work shall not be dumped onto or allowed to remain on public streets or ditches nor shall they be placed in the buffer area or the wetlands. The removal and disposal of all such materials shall be the sole responsibility of the individual Lot Owner.

3.3 Vehicle Parking/Storage. No Owner or contract purchaser of any Lot shall permit any vehicle owned by him or any member of his family or guest of his which is in extreme state of disrepair, to be abandoned or to remain parked on Majestic Ridge Lane or any Lot in the Subdivision for a period in excess of 48 hours. A vehicle shall be deemed to be in extreme state



of disrepair when its presence reasonably offends the sensibilities of the residents of the neighborhood.

3.4 Maintenance of Buildings and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and the exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, conditions and repair, and shall do all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. Following home construction, Owners shall be required to landscape and maintain yards in reasonable fashion, in particular and of major concern is the yard area abutting the street up to the home.

The Protected Critical Area adjacent to each Lot, if any, is known as a PCA, and said PCA shall be maintained by the Owner of said Lot of which it is a part of. Skagit County defines the word "maintained" is that the PCA shall be left in its natural state and not altered by human activity without the prior written approval of Skagit County. (See executed PCA agreement for allowable work in PCA)

3.5 Completion of Construction. Any dwelling or structure erected or placed on any Lot in the Plat shall be completed as to external appearance, including finished painting, within eight (8) months from the date of commencement of Construction; however, with good cause shown, the Term may be extended. All yards and landscaping must be completed within three (3) months from the date of completion of the Structure, however, with good cause shown, the Term may be extended. All Lots shall be maintained in a neat and orderly condition during Construction.

3.6 Residential Use of Temporary Structures Prohibited. No trailer, mobile home, basement, tent, shack, garage, barn, outbuilding or any Structure of a temporary character erected or placed on any Lot, shall be used as a place of residence, temporarily or permanently.

3.7 Building Location. No building shall be located on any Lot nearer to the Lot lines than allowed by applicable zoning ordinances for the County of Skagit. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or upon the areas reserved for utility easements.

3.8 Roofs. All homes and detached buildings constructed on Lots in the Plat are to have roofs of cedar shakes, cedar shingles, tiles, composition shingles or similar material. Roofs on all buildings shall have a pitch of not less than 6/12.

3.9 Drainage. Comply with standards outlined for this Plat by Skagit County.

3.10 Antennas. No external antennas shall be placed upon the Lots within this Plat. This prohibition applies to television antennas, satellite dishes larger than 24 inches in diameter, CB or other radio antennas, and any other manner of visible external antennae.



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3.11 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept on any Lot except that cats, dogs, birds or other household pets may be kept provided that said household animals shall be restricted to the Owner's premises. All animal closures must be kept in a clean, neat and odor-free condition at all times.

3.12 Signs. No signs shall be erected or maintained on any residential Lot in the tract, except that not more than one (1) approved "FOR SALE" or "FOR RENT" sign placed by the Owner or builder or by a licensed real estate broker not exceeding 600 square inches, may be displayed on any Lot. Declarant's/Developer's marketing signs shall be exempt from this provision.

3.13 Underground Utilities. All utility lines located outside a dwelling unit shall be in conduits attached to the Structure or underground.

3.14 Damage. Any damage to streets, plat improvements (including drainage infrastructure), entry structure (if any), fences, landscaping, mail boxes, lights and lighting standards by Owners, their children, contractors, agents, visitors, friends, relatives, or service personnel shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.15 Compliance With the Laws. Notwithstanding anything to the contrary set forth herein, each Owner shall comply with the more restrictive of either (i) the terms and conditions of this Declaration, or (ii) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

ARTICLE 4 AMENDMENTS

The covenants and restrictions of this Declaration may be amended pursuant to the terms of amendment as set forth. Amendments shall take effect when they have been recorded with the Auditor of Skagit County.

ARTICLE 5 TERMS OF COVENANTS/LEGAL EFFECTS

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors and assigns for a period of thirty-five (35) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then Owners has been recorded agreeing to terminate or modify the covenants, conditions, and restrictions.



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ARTICLE 6 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

ARTICLE 7
EFFECTIVE DATE


This Declaration shall be effective upon recording.

ARTICLE 8

ASSIGNMENT BY DECLARANT

Declarant reserves the right to assign, transfer, sell, lease or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

DATED this 31st day of JULY, 2002.


MICHAEL R. PERRY

STATE OF WASHINGTON)
 : SS
COUNTY OF WHATCOM)

On this day personally appeared before me, Michael R. Perry, 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 31ST day of JULY, 2002.

Donna J. Weerspink



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