



200211120150

Skagit County Auditor

11/12/2002 Page 1 of 9 11:00AM

After Recording Return To:
William Stiles, Jr.
715 Trail Road
Sedro-Woolley, WA 98284

Assessor's Tax Number:
Abbreviated Legal Description:

P76947 & P105129 (includes other property)
A ptn. of lots 8 & 9 of "Sedro Acreage", 23-35-4E

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF CASCADE PALMS BINDING SITE PLAN

The undersigned, hereinafter referred to as the "Declarant", as owners of the real property situate in Skagit County, State of Washington, to-wit:

All property within the boundaries of the Cascade Palms Binding Site Plan, approved NOVEMBER 6, 2002 and recorded NOVEMBER 12, 2002 in Volume of Plats, pages under Auditor's File Number 200211120149, records of Skagit County, Washington, being a portion of Lots 8 and 9 of "SEDRO ACREAGE", according to the Plat thereof recorded in Volume 3 of Plats, page 35, records of Skagit County, Washington and more particularly described in Addendum "A" attached hereto, do hereby impose upon the above described real property these Restrictive and Protective Covenants and Conditions for the benefit of all lots and property within the development commonly known as CASCADE PALMS above described.

1. **GENERAL PURPOSES OF CONDITIONS.** The above described property is being subjected to these covenants, conditions, restrictions, easements, and reservations in order provide a development in which persons 55 years and older can live in a secure and healthy environment mindful of their needs, to insure the best use and appropriate development of each building site thereon, to protect the owners of building sites against such improper use of the surrounding building sites as will depreciate the value of their property; to preserve, so far as is practicable, the character of said property and the surrounding neighborhood; to insure the highest and best development of the property; to encourage and secure the construction of attractive duplexes in locations appropriate for each site; to secure and maintain proper setbacks from streets, greenbelts and open space; and in general, to provide for a high quality of improvements upon said property in order to enhance the value of the investments made by owners of lots therein.

2. **DEFINITIONS.** Unless the context requires otherwise, the following definitions shall apply:

- a. "Declarant" shall mean and refer to the undersigned developers and current owners of the real property.
- b. "Declaration" shall mean this declaration of restrictive and protective covenants and conditions applicable to the subject property and to be recorded in the office of the Skagit County Auditor.
- c. "Live/Work Unit" shall mean a single residential dwelling unit on two floors or a single unit which may have a business space on the ground floor and a residential dwelling unit on the upper floor(s). The only non-residential uses allowed outright in the "live/work" units are those presently permitted uses delineated in the MF2 Zoning classification of the Sedro-Woolley Municipal Code (17.16.010), which have low traffic impacts. Any other use(s) would require conditional use or other permits from the City of Sedro-Woolley. These mixed-use "live/work" units are each on a separate single lot as shown on the face of the Binding Site Plan and can not be partitioned.
- d. "Lot" shall mean and refer to any plot of land intended for sale by Declarant to the public as indicated on the recorded Binding Site Plan Map of the development with the exception of designated common areas and private roadways.
- e. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities of the fee or undivided fee interest in any lot which is a part of the Cascade Palms Binding Site Plan, including contract purchasers, but shall not include a contract seller, a mortgagee or beneficiary under a Deed of Trust or those holding record ownership merely as security for a performance of an obligation.

3. AGE OF OCCUPANTS. The Cascade Palms Binding Site Plan has been designed and is being constructed as housing for older persons and is intended and shall be operated for ownership and occupancy by persons fifty-five (55) years of age or older. Owners and Occupants' shall be subject to the following requirements:

A. Needs of Older Persons Addressed. Significant facilities and services are planned to meet the physical and social needs of older persons including, but not limited to:

- (1) One half of all dwelling units are on ground level so the use of steps may be avoided by those Occupants. The upstairs units will have stairs, although lifts are available as an owner option.
- (2) Extensive landscaping, an exterior pavilion, common open space and walking paths are provided within the development for exercise, enjoyment and relaxation.

(3) Common exterior maintenance and landscaping services are provided by the Association so that older people who do not wish to or who cannot handle such chores will be provided for.

(4) The density and proximity of units have been specifically designed to serve older persons.

B. Age Requirements and Restrictions. One Hundred (100%) percent of the occupied dwelling units at CASCADE PALMS shall be occupied by at least one person fifty-five (55) years of age or older. All permanent residents and occupants of each Unit shall be eighteen (18) years old or older, it being the intention of the Declarant that the Binding Site Plan be a community for adults; provided that newborn babies may continue to live in a Unit only until they reach the age of one (1) year, at which time they shall be required to cease residency and occupancy of the Unit. Children under the age of eighteen (18) shall be allowed to visit Owners or Occupants of Units, but only for periods of time not to exceed two (2) weeks out of any eight (8) week period as to each particular child who may be visiting. The Association may adopt additional rules regarding such visitation and may require that any visitor under eighteen (18) years of age that it finds to be disturbing other Owners unreasonably, in the Board's determination, be required to leave the premises, and may exercise its authority for specific visitors under age eighteen (18) even though other visitors under age eighteen (18) are permitted to remain. No dwelling unit shall be sold, rented or leased to any person or persons unless the standards established in this paragraph are complied with. The Declarant, and after its formation, CASCADE PALMS COMMUNITY ASSOCIATION, shall have the specific legal rights to seek injunctive relief from the Superior Court of the State of Washington in Skagit County with respect to any Owner or Occupant on account of noncompliance with this paragraph. A Non-complying Owner and/or Occupants may be evicted. The prevailing party in such an action shall be entitled to reasonable attorney's fees and costs of suit.

C. Intention: Power to Amend. It is the intention of the Declarant that CASCADE PALMS provide housing for older persons in accordance with the Fair Housing Standards Act and regulations later promulgated by the Secretary of HUD thereunder. So long as Declarant continues to own one or more Units, or any land subject to this Declaration, the Declarant, upon Declarant's sole signature, and as attorney-in-fact for all lot and/or dwelling or "live/work" unit owners with an irrevocable power coupled with an interest, may at any time amend this Declaration to conform to the requirements of the Fair Housing Standards Act, and other law so that the development may be maintained as a project for senior adults according to law.



4. **LAND USE AND BUILDING RESTRICTION.** No lot shall be used except for single family residential duplexes, with the exception of the lots designated as "live-work" lots. The lots so designated will allow up to a maximum of seven "live/work units. Each such unit may contain a permitted business use on the ground floor and a single family dwelling unit on the upper floor(s). No residence or other structure shall be erected, altered, placed or permitted to remain on any designated lot other than one (1) duplex dwelling or one (1) "live/work" unit. Detached garages, shelters, barns or similar structures are not permitted. Mobile homes, modular homes or pre-fabricated homes are not permitted and shall not be erected, altered, placed or permitted on any lot.

5. **BUSINESS AND COMMERCIAL USE OF PROPERTY RESTRICTED.**

A. No trade, craft, business, profession, commercial enterprise or similar activity of any kind shall be conducted or carried on upon any lot, except for the lots designated as "live-work" lots. The business uses allowed out right in the "live/work" units are those permitted in the MF2 zoning classification (SWMC 17.16.010) In other uses would require conditional use and/or other permits from the City of Sedro-Woolley. In any event, no goods, equipment, or materials used in the connection with any trade, service, or business, wherever the same may be conducted, be kept, stored, dismantled or repaired on or outside of any lot or on any street, nor shall anything be done on any lot which may become an annoyance or nuisance to the residents of the immediate neighborhood.

B. Home occupations may be permitted provided that they comply with the rules and regulations of the City of Sedro-Woolley Zoning and other applicable codes and ordinances and receive approval from the appropriate government agency, but only with the following additional conditions:

- a. No external signs or display of merchandise.
- b. No personal visits of customers, clientele or suppliers.
- c. The appearance of the building as a residence shall not be affected by the home occupation use.

6. **MAINTENANCE OF PROPERTY.** No lot, open space or common area shall be used as a dump for garbage, trash, or rubbish of any kind. All garbage, trash, and other waste shall be kept in appropriate sanitary containers for proper disposal. Rocks, lawn and garden clippings, dirt and other materials resulting from landscaping work and maintenance shall not be dumped onto or allowed to remain on common areas, limited common areas, streets or easements. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner.

7. **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, without the prior approval of the Declarant herein named.



8. DATE FOR COMPLETION OF CONSTRUCTION. Any dwelling or structure erected on any lot shall be completed as to external appearance, including finished painting, driveway, sewer connection and landscaping, within twelve (12) months from the commencement of construction.

9. NUISANCES. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. ANIMALS. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, without the express written permission of the Declarant herein named, except that cats, dogs, birds, or other household pets may be kept, subject to prohibitions or restrictions which may be established by the Community Association.

11. SIGNS. No signs of any kind or nature shall be permitted on any residential lot, except that one (1) approved sign may be placed by the owner or the owner's agent to show that a unit, duplex or building is "for sale" or "for rent", or for temporary placement of political signs.

12. BUILDING LOCATION. No building shall be located on any lot nearer lot lines than allowed by applicable zoning ordinances and the conditions of approval of the Binding Site Plan. Provided, however, that this shall not be construed to allow any portion of any building or improvement to encroach upon another lot or areas reserved for easements, roadways, open space or green belts as delineated on the binding site plan map.

13. UTILITIES. No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes, nor any pole, tower or other structures supporting any outdoor overhead wire shall be erected, placed or maintained on any lot. All owners shall use underground service wires to conned to their premises and structures built thereon.

14. CASCADE PALMS COMMUNITY ASSOCIATION. The owner(s) of each lot within the above described binding site plan, their successors and or assigns shall be a member of Cascade Palms Community Association. The purpose of the Association shall be to carry out the provisions contained in these protective covenants, conditions and restrictions as further set forth in the Articles of Incorporation and Bylaws of the aforementioned Association; and to carry out the purposes of the Community Association.

A. Duties of the Association. The Association duties included, but not limited to, the following;

(1) Enforce compliance with the protective covenants, conditions and restrictions provided herein and to prevent and abate violations thereof;



- (2) To levy and collect assessments against all lots;
- (3) For the maintenance, repair and/or replacement of the sanitary sewer, storm drainage, roadways and parking areas, landscaping and other common areas and/or facilities owned or operated by the Association or existing for the use and benefit of the entire binding site plan;
- (4) Pay all costs for maintenance, repair or control of any property, including the roadways, parking and landscape areas commonly owned or maintained by the Association for use and benefit of its members and;
- (5) To promote the recreation, health, safety and welfare of the owners and residents of the binding site plan and members of the Association and to adopt such rules and regulations as may be necessary to accomplish these purposes; and to perform such additional duties as may, from time to time, be assumed or established by the Association;

15. **MEMBERSHIP AND VOTING RIGHTS.** Every member, including Declarant, (so long as said Declarant shall own any unsold lot or tract of land within the subdivision), shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any lot. All owners shall be entitled to membership, including Declarant, and shall be entitled to one vote for each lot owned, whether improved or not. When one person or more holds an interest in any lot, all such persons shall be members, provided the vote for such lot shall be exercised as a joint owners among themselves, as they may determine, but in no event shall more than one vote be cast with respect to any lot.

16. **COVENANT FOR ASSESSMENTS.** Each owner of any lot, by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, covenants and agrees to pay to the Association, monthly, annual, special assessments and/or service and maintenance charges for landscaping, roads, utilities, sewer, storm drainage, open space, common areas, and other purposes as determined by the Association for the use and benefit of its members.

17. **PURPOSE OF THE ASSESSMENT(S).** The assessments used by the Association shall be used exclusively to perform the duties and obligations of the Association.

18. **ASSESSMENT AND CHARGES.** Any assessments and/or monthly charges shall be established as provided in the bylaws of the Association.

19. **SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.** In addition to the annual or monthly assessments and charges authorized above, the Association may



levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, landscaping, roadways, private sanitary sewer lines, storm drainage or utility facilities, including fixtures and personal property related thereto, as established in the bylaws of the Association.

20. **NOTICE OF MEETING(S)**. Written notice of any Association meeting shall be sent to all members not less than ten (10) days in advance of the meeting. The presence of a majority of the members shall constitute a quorum.

21. **ASSESSMENT DUE DATES**. All assessments and/or charges shall commence for each lot on the date such lot is sold to the owner. If an owner purchases a lot after January 1st of any year the liability for the annual, monthly, or special assessments which have been established for the year in which the purchase was made shall be pro-rated in accordance with the number of days remaining in the year from the date of purchase. Such pro-rated assessment(s) shall be due and payable on the date of closing. The Association shall fix the amount of all assessments against each lot at least 30 days in advance of each assessment. Written notice of the annual, monthly and/or special assessments shall be sent to every owner subject thereto. A due date shall be established by the Association.

22. **NON-PAYMENT OF ASSESSMENTS**. Any assessment or charge not paid within 30 days from the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the member personally obligated to pay the same, may file and foreclose a lien against the property. No member may waive or otherwise escape liability for assessments provided for herein by nonuse of the common areas or abandonment of his lot. The Association may suspend the voting rights of a delinquent member and further, may limit or restrict his right to use and enjoy and have the benefit of areas or facilities for such period as his delinquency continues. In order to attend and have voting rights at the annual or any special meeting, a member must have paid all assessments pertaining to his lot. In the event the Association incurs any expense in the collection of the assessment and charges, or the foreclosure of a lien therefore, the member shall be liable for the collection costs, including reasonable attorney fees, the cost of title search, the cost of filing and releasing a lien and all other costs incurred.

23. **AMENDMENTS**. These covenants may be supplemented, amended or repealed in whole or in part at any time by a written instrument by not less than two-thirds (2/3) of the property owners subject to these covenants, conditions and restrictions, of which instrument must be filed for record with the auditor of Skagit County Washington.

Any amendment to these covenants which would effect the overall density of the development or change the age restriction, traffic or parking limitations, or any other requirements or conditions of the Binding Site Plan recorded under Auditor's File No. _____ approval, must also contain the consent of the City of Sedro-Woolley.



24. **COVENANTS RUNNING WITH THE LAND.** The protective covenants, conditions and restrictions contained in this Declaration shall be deemed to run with the land, shall be a burden and benefit upon the land and shall be binding all persons acquiring or owning any interest therein, including their grantees, successors, heirs, executors, administrators and assigns.

25. **NOTICES.** Any notices are required to be given under the provisions of this Declaration may be delivered either personally or by mail to the last known address of each lot owner. If delivery is by mail, such notice shall be deemed delivered 72 hours after a copy has been deposited in the United States mail.


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

27. **ENFORCEMENT.** Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

28. **EFFECTIVE DATE.** This declaration shall take effect upon recording with the Auditor of Skagit County, Washington.


IN WITNESS whereof, the undersigned makes this declaration of protective covenants, conditions and restrictions on this 8th day of NOVEMBER, 2002.

Declarants:


William A. Stiles, Jr.


Betty M. Stiles

Mortgagee:


Skagit State Bank



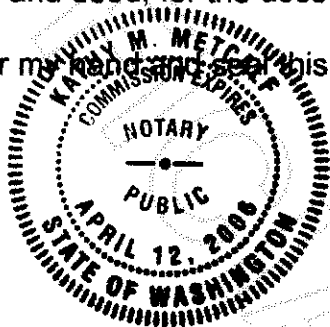
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Skagit County Auditor

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me, William A. Stiles, Jr. and Betty M. Stiles, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 8 day of November, 2002.

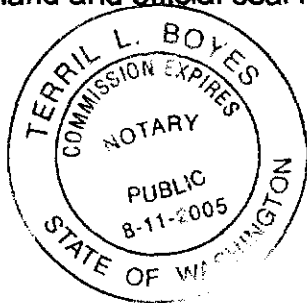


Kathy M. Metcalf
Notary Public in and for the State of
Washington, residing at Sequoia-Woolley
My commission expires: 4-12-2006

State of Washington)
) ss.
County of Skagit)

On this 8th day of November, 2002 before me. The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J E Bishop and _____, to me known to be the CO-CEO and _____, respectively, of Skagit State Bank the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument.

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



Terril L. Boyes
Notary Public in and for the State of
Washington, residing at Mmive
My commission expires: 8-11-05
Terril L. Boyes

