

**Return Address:**

Edward A. Guadamuz  
1629 Old Highway 99 North  
Burlington, WA 98233



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LAND TITLE COMPANY OF SKAGIT COUNTY

P103611E

**DOCUMENT TITLE(S)** (for transactions contained therein):

1. COVENANTS, CONDITIONS AND RESTRICTIONS
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**  
(on page\_\_ of document(s))

**Grantor(s)**

1. James D. Ross
2. Linda S. Ross
- 3.
- 4.

Additional Names on page\_\_ of document.

**Grantee(s)**

1. Edward A. Guadamuz
2. Denise D. Guadamuz
- 3.
- 4.

Additional Names on page\_\_ of document.

**Legal Description** (abbreviated i.e. lot, block, plat or section, township, range)

Lot 6, Block 5, ALGER, SKAGIT COUNTY, WASHINGTON, PLAT OF, records of  
Skagit County, WA

Additional legal is on page\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

4042-005-006-0100/P118109

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

## Covenants, Conditions, and Restrictions

For

1625, and 1629 Old Hwy. 99 North, Bellingham, Wa.

1. Each lot shall be used primarily for residential purposes. All buildings and structures shall be constructed in accordance with applicable Skagit County building code regulations. The residential dwelling shall be either a stick built or a new (not previously licensed) pre-manufactured home on a permanent foundation. During construction of a residential structure, a construction office and construction materials may be placed on a residential lot. All buildings and structures shall be completed on the exterior, including paint or other suitable finish, within nine (9) months of commencement of construction. Buildings and structures shall be located on each lot in accordance with the Skagit County codes. Mobile homes can be used as a temporary residence for a period not to exceed a total of twelve (12) months during the period of construction of a permanent residence. After that they must be removed from the property.
2. Any roads within the short plat, or any portion thereof, shall not be used for storage of automobiles, boats, trucks, trailers, or recreational vehicles. No owner of any lot shall permit any automobiles, boats, trucks, trailers, or recreational vehicle owned by such lot owner, any member of the lot owner's family or any guest, acquaintance, or invitee to be parked upon any road for a period in excess of forty eight (48) hours in any consecutive 30-day period. Recreational vehicles and boats must be stored in a garage, carport, or screened parking area.
3. No goods, equipment, trailers of any description, or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored dismantled or repaired upon any residential lot, street or road, unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner that the same are not visible from any street, road, or any other lot in the plat, except for construction material and a construction office for residential construction as described in section 1 above.
4. All animals, livestock, or poultry of any kind shall be maintained in adequately and properly fenced areas or housed in neat buildings or structures that are built according to county building codes. Cats, dogs, birds, or other household pets may be kept if they are not kept in large numbers or under conditions so as to become a hazard to health, safety, and/or quiet enjoyment of any lot subject to this declaration. Hoofed animals will not be allowed. All dogs must be kept so as to minimize excessive noise from barking. Owners agree to use common sense regarding noise levels.



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5. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot except as provided for in Section 4 of the General Provisions as found below.
6. There shall be no storage or retention of any automobile hulk, whether abandoned or not, or equipment of any nature, or used furniture or appliances of any nature unless the same are completely enclosed within a building or at all times not visible from the road, street or other parcels. Automobile hulks and equipment referred to herein shall include any wrecked, dismantled or inoperative motor vehicle or operative piece of equipment without the addition of parts or mechanisms and the application of a substantial amount of labor to effect repairs. Substantial amount of labor to effect repairs shall mean mechanical labor in excess of eight (8) hours of time.
7. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrub clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon the roads, ditches or the adjacent property. The removal and proper disposal of all such materials shall be the sole responsibility of the individual parcel owner. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. No noxious or offensive activity shall be carried on. No activity shall be allowed to become an annoyance or nuisance or decrease the value of the property of any neighbor or of the neighborhood in general.

#### General Provisions

1. Invalidity of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.
2. The covenants, conditions, and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the owner of any lot subject to this declaration including the Declarant, their respective legal representatives, heirs, successors and assigns, for a term of their (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.
3. Nothing herein contained shall impair or defeat the lien or any mortgage or deed of trust now or hereafter recorded. Title to any property obtained as a



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result of any foreclosure proceeding shall specifically be held subject to all the provisions herein.

Dated this 27 day of Nov 2002.

James D. Ross  
JAMES D. ROSS

Linda S. Ross  
LINDA S. ROSS

Edward A. Guadamuz  
EDWARD A. GUADAMUZ

Denise D. Guadamuz  
DENISE D. GUADAMUZ

State of Washington }  
County of SKAGIT } SS:

I certify that I know or have satisfactory evidence that JAMES D. ROSS AND LINDA S. ROSS AND EDWARD A. GUADAMUZ AND DENISE D. GUADAMUZ

the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

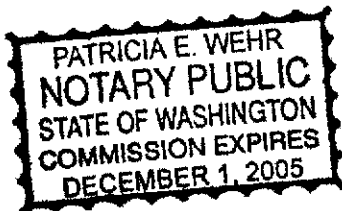
Dated: 11/27/02

Patti Wehr  
Patti Wehr

Notary Public in and for the State of Washington

Residing at: Camano Island

My appointment expires: 12/01/2005



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