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Skagit County Auditor

6/9/2003 Page 1 of 18 9:30AM

Document Title:Declaratory EasementReference Number:Grantor(s):☐ additional grantor names on page \_\_\_\_

1. John & Gayle Lange
2. ~~John & Gayle Lange~~

Grantee(s):☐ additional grantee names on page \_\_\_\_

1. City of Sedro Woolley
2. LAUX MT VIEW ESTATE South Home Owners Association

Abbreviated legal description:☐ full legal on page(s) \_\_\_\_

Portion of SE $\frac{1}{4}$ , NW $\frac{1}{4}$ , & SW $\frac{1}{4}$  of the NE $\frac{1}{4}$   
Sec 18, Twp 35N, Range 5E of W.M

Assessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page \_\_\_\_

P 39362, P 39364, P 113471, P 39361, P 118778,  
P 39369, P 39363, P 113136

**PLAT OF SAUK MTN VIEW ESTATES, SOUTH  
DECLARATION OF EASEMENT, RESERVATIONS,  
AND RESTRICTIVE COVENANTS**

**THIS DECLARATION OF EASEMENT, RESERVATIONS AND RESTRICTIVE COVENANTS** (THIS "Declaration of Covenants") is made on this 6<sup>th</sup> day of JUNE 2002, by John and Gayle Lange, hereinafter referred to as "Declarant."

**RECITALS**

- A. Declarant is the owner of real estate located in Skagit County legally described in **Exhibit A** attached hereto and incorporated herein by this reference. This real property is commonly referred to and will hereinafter be referred to as the **Plat of Sauk Mountain View Estates, South, ("Plat")**. The Plat consists of **Ninety Six (96)** lots and certain common features including open space tracts.
- B. This Declaration of Easements, Reservations and Restrictive Covenants for the **Plat of Sauk Mountain View Estates, South** (hereinafter referred to as CC&R's) will relate to the **Plat of Sauk Mountain View Estates, South**. The Plat is a Planned Residential Development approved by the City of Sedro-Woolley by **Application Number 165** and recorded under Skagit County Auditor's File Number 200306090032 at the Skagit County Recorder's Office.
- C. Declarant will convey the lots included within the **Plat of Sauk Mountain View Estates, South** subject to certain protective covenants, conditions, restrictions, reservations, liens, easements and charges as hereinafter set forth.
- D. **NOW, THEREFORE**, Declarant hereby declares that all of the lots within the **Plat of Sauk Mountain View Estates, South** shall be held, sold and conveyed subject to and together with the following easements, restrictions, covenants and conditions together with the restrictions, easements, exceptions, and reservations recorded on the face of the Plat, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property.
- E. Declarant has entered into an agreement to sell 74 lots in the **Plat of Sauk Mountain View Estates, South** to D.B. JOHNSON CONSTRUCTION, INC. ("Johnson"). When Johnson has completed purchase of the 74 lots in the Development, Johnson will become a joint Declarant hereunder, in addition to the above-named Declarant, with all rights and obligations of Declarant hereunder. After, Johnson has closed the purchase of any portion of the Development; the Declarant shall not amend this document without the written consent of Johnson.



## ARTICLE I GENERAL PROVISIONS

**Section 1.1 – RUN WITH THE LAND.** Open space, easements, covenants, restrictions and conditions hereinafter set forth are for the benefit of the above-described real property and for each owner of any portion thereof and shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in said properties or any part thereof, and shall inure to the benefit of and pass with said property and each and every parcel thereof and shall apply to and bind the successors in interest of any owner thereof.

**Section 1.2 – AREA COVERED.** The area covered by these Covenants is the **Plat of Sauk Mountain View Estates, South**, as identified above and described in Exhibit A.

**Section 1.3 - GENERAL FEATURES.** The **Plat of Sauk Mountain View Estates, South**, as of the date of this Declaration of Covenants is located in the City of Sedro-Woolley.

**Section 1.4 – AMENDMENT.** These CC&R's may be amended by an instrument signed by not less than seventy percent (70%) of the owners of all lots of the **Plat of Sauk Mountain View Estates, South**. Further, any amendment must be recorded. In no event shall any amendments require more onerous restrictions than those contained herein as to any existing structure unless the same is unanimously approved in writing by all owners. Notwithstanding any other provision herein, these CC&R's may not be amended so long as the Declarant owns one or more Lots or parcels within the development without the Declarant's prior written consent.

**Section 1.5 – SEVERABILITY.** Invalidation, modification or amendment of any one (1) of these Covenants contained herein by judgment or court order shall not, in any way, effect any of the other provisions which shall remain in full force and effect.

**Section 1.6 – RIGHTS OF THE CITY OF SEDRO-WOOLLEY.** These covenants contain provisions which require the owners of lots within the **Plat of Sauk Mountain View Estates, South** to provide ongoing compliance with the conditions of approval of the Plat. The obligations of the owners to the City are for the benefit of the City, and shall not operate to create an obligation of the City to the owners or a third party. The obligations of the owners to the City shall not be amended or altered without the express written consent of the City.

## ARTICLE II EASEMENT

**Section 2.1 – COMMON AREA EASEMENT.** Every Owner of a Lot within the Development ("Owner") shall have the right to an easement for the use and enjoyment of the Common Areas, subject to such uniform rules and restrictions as may be adopted by the Board of Directors. The Common Areas cannot be mortgaged or conveyed without the



written consent of at least seventy-five percent (75%) of the Owners (excluding Declarant), and obtaining any plat amendment or other governmental approval required by law. Owners include the fee titleholder of any lot within the Development, as well as contract purchasers of lots, but not contract sellers. Open space restrictions shall be in perpetuity.

**Section 2.2 – EASEMENTS APPURTENANT.** All of the easements granted herein are appurtenant to all portions of the Development, and are for the benefit of all Owners, and together with all restrictions, reservations, covenants or designations herein, are hereby declared to be covenants running with the land. Said easements, being appurtenant to and for the benefit of all portions of the Development, shall pass, together with any and all restrictions, reservations, covenants, and/or designations contained in this document or hereafter adopted, whether mentioned or not mentioned in the instrument of conveyance of any portion of the Development.

**Section 2.3 – SHARING OF MAINTENANCE AND REPAIR COSTS.** The Owners hereby covenant and agree, and bind themselves, their heirs, successors and assigns by their acceptance of any conveyance of an interest either by deed or contract, in any portion of the Development, to bear and pay the costs of repair, maintenance and upkeep of all Common Areas as shown on the face of the plat document together with the standard for maintenance. Each party's share of such cost is to be determined by the Homeowners Association hereinafter provided for.

**Section 2.4 – DRAINAGE FACILITY AND VEGETATION.** The Homeowners Association shall maintain and repair the drainage facilities in accordance with the conditions or other requirements set out in the plat. These conditions shall include annual inspections and permanent maintenance of drainage tight lines, detention pond facility, and all inflow and outflow systems. All houses will connect roof drainpipes and footing drains to the existing storm drain system at time of construction. These conditions for repair and maintenance shall meet the standards of all City of Sedro-Woolley ordinances, Washington State Law, and Department of Ecology Storm Water manual or subsequent standards. An operation and maintenance schedule shall be provided for all proposed storm water facilities and BMPs, and the parties responsible for maintenance shall be identified. In addition all steep slope shall be maintained in accordance with the current approved engineering plan on file with the City of Sedro Woolley. This plan will maintain standards for slope stability, setback, drainage, erosion control, vegetation, earthwork, structural fill, excavation, and other applicable standards. The current plan is provided by Material Testing & Consulting, Inc. dated October 30, 2001.

**Section 2.5 – GENERAL MAINTENANCE OBLIGATIONS.** The Homeowners Association shall maintain the improvements on the common areas, and pay the obligations related thereto, which were required as conditions of Plat approval by the City of Sedro-Woolley. These include, but are not limited to, the drainage and storm water facilities, critical/natural areas, trail, street infrastructure, and lighting. The Homeowners Association shall file an annual report by January 15 of each year with the City of Sedro-Woolley Planning Department specifying the maintenance activities for the previous year,



the planned maintenance for the following year, and the budget therefore. The report shall include the names, addresses, and telephone numbers of the officers of the Homeowners Association. No change in open space use or dissolution of the Homeowners Association shall occur without a public hearing before the Sedro-Woolley Planning Commission or successor body and City approval.

### **ARTICLE III**

#### **SAUK MTN VIEW ESTATES, SOUTH HOMEOWNERS ASSOCIATION**

Section 3.1 – FORM OF ASSOCIATION. The Owners shall constitute the Sauk Mountain View Estates, South, Homeowners Association, which will be a nonprofit corporation formed under the laws of the State of Washington, provided, that from and after the formation of such nonprofit corporation, the rights and duties of the Owners and of the corporation shall continue to be governed by the provisions of this Declaration.

Section 3.2 – ARTICLES AND BYLAWS. Before the Transition Date, Declarant will adopt Articles of Incorporation and Bylaws to supplement this Declaration, to provide for the administration of the Association and the Property and for their purposes not inconsistent with this Declaration. Declarant may, without the necessity of obtaining the consent of any Owner, amend the Articles and Bylaws from time to time until the Transition Date, provided that the Declarant shall not modify provisions in these covenants which implement conditions of plat approval without the consent of the City of Sedro-Woolley..

Section 3.3 – QUALIFICATION FOR MEMBERSHIP. Each Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Lot owned; provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for purposes of the Association, this Declaration, and the Bylaws, except as otherwise limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 3.4 – TRANSFER OF MEMBERSHIP. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except upon the transfer of the Lot. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

Section 3.5 – NUMBER OF VOTES. The total initial voting power of all Owners shall be ninety six (96) votes.

Section 3.6 – VOTING REPRESENTATIVES. An Owner may, by written notice to the Board, designate a voting representative for the Lot. The designated voting representative need not be an Owner. The designation may be revoked at any time by written notice to



the Board from a Person having an ownership interest in a Lot, or by actual notice to the Board of the death or judicially declared incompetence of any Person with an ownership interest in the Lot, except in cases in which the Person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney, and/or the administrator or executor of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community.

- 3.6.1 Joint Owner Disputes. The vote for a Lot must be cast as a single vote and fractional votes are not allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, before the vote is taken, they shall lose their right to vote on the matter in question.
- 3.6.2 Pledged Votes. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for ninety (90) consecutive days or more, the Owner's Mortgagee shall automatically be authorized to state in writing at any time thereafter that the Lot Owner has pledged his or her vote to the Mortgagee on all issues arising after such statement and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

Section 3.7 – ANNUAL AND SPECIAL MEETINGS. There shall be an annual meeting of the Owners in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. Special meetings may be called as allowed for in the Bylaws.

#### **ARTICLE IV NOTICES FOR ALL PUROSES**

Section 4.1 – FORM AND DELIVERY OF NOTICE. All notices given under the provision of the Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to Declarant until the Transition Date and thereafter shall be given to the president or secretary of the association.

Section 4.2 – NOTICES TO MORTGAGEES. Any Mortgagee of a Lot may file with the secretary of the Board a written request that it be given copies of notices. Until the



Mortgagee withdraws the request and satisfies the Mortgage of record, the Board shall send to the requesting Mortgagee a copy of (1) all notices of meetings of the Association; (2) all other notices sent to the Owner of the Lot covered by the Mortgagee's Mortgage; and (3) any financial statements. The provisions of this Section 4.2 shall prevail over any inconsistent provisions in the Declaration or in the Articles or Bylaws.

## **ARTICLE V**

### **ADMINISTRATION OF PROPERTY; RIGHTS RETAINED BY DECLARANT**

Section 5.1 – TRANSITION DATE. The "Transition Date" shall be the date control of the Property passes from Declarant to the Association. The Transition Date will be the earlier of (i) the date designated by Declarant in a written notice to the Owners which date by Declarant's election may be any date after this Declaration has been recorded or (ii) the 180<sup>th</sup> day after Declarant has transferred title to purchasers of ninety (90) of the Lots or (iii) ~~three~~ (3) years after Declarant first conveys a Lot to a person other than an assignee of Declarant's rights hereunder. For purposes of the foregoing clauses (ii) and (iii), however, transfer of title to a Lot by Declarant to any person or entity purchasing the Lot to construct a house and selling it to a third person shall be ignored and title to any Lot owned by such a person or entity shall not be deemed transferred to a purchaser who intends to reside on the Lot in a completed structure or hold the lot for investment purposes.

Section 5.2 – DECLARANT'S POWERS UNTIL TRANSITION DATE. Until the Transition Date, Declarant shall have the full power of attorney to exercise all of the rights, duties and functions of the Board of Directors and the officers of the Association, including but not limited to reviewing and approving building and landscaping plans, the adoption of rules and regulations, contracting for the purchase of goods and services, buying insurance and collecting and expending all assessments and other Association funds. Declarant may at such times as it deems appropriate select and from time to time replace an interim board of three directors, who need not be Lot Owners and who shall have all the powers, duties, and functions of the Board. Declarant shall have the power to contract with an experienced professional managing agent and delegate to the managing agent such powers and duties as are desirable or appropriate. Any contract made by Declarant, its managing agent, or the board prior to the Transition Date (including management contracts) that would otherwise extend beyond the Transition Date shall be terminable by the Board after the Transition Date upon thirty (30) days notice.

Section 5.3 – TRANSFER OF ADMINISTRATION. On the Transition Date the authority and responsibility to administer and manage the Association, subject to this Declaration and the Articles and Bylaws shall pass to the Association. A Board of not fewer than three Directors elected from among the Owners shall govern the Association. The First Board (that is, the first Board elected by the Owners) will have three directors. Declarant, or the Board will call a meeting of the Association to be held before the Transition Date for the purpose of electing the First Board.

## **ARTICLE VI**



## **AUTHORITY OF THE BOARD**

**Section 6.1 – ADOPTION OF RULES AND REGULATIONS.** The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with this Declaration and to promote the comfortable use, value and enjoyment of the Property. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other Persons claiming an interest in the Property or any portion of it except a governmental entity.

**Section 6.2 – ENFORCEMENT OF DECLARATION, Etc.** The Board shall have the power and the duty to enforce the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and/or any aggrieved Owner for recovery of damages, for injunctive relief, or for both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs, and attorney's fees in the amount awarded by the Court.

**Section 6.3 – GOODS AND SERVICES.** The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Common Areas and Common Area Facilities other than Lots. The goods and services shall include (by way of illustration and not limitation) policies of insurance and fidelity bonds, legal and accounting services, maintenance, repair, landscaping, gardening and general upkeep, maintenance of parks and trail corridors, and all supplies, materials, fixtures, and equipment that are in the Board's judgment necessary or desirable for the operation of the Property and enjoyment of it by the Owners. The Board may hire such full-time or part-time employees as it considers desirable.

## **ARTICLE VII BUDGET AND ASSESSMENT FOR COMMON EXPENSES**

**Section 7.1 – FISCAL YEAR, PREPARATION OF BUDGET.** The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year. Within thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the charges (including common expenses, and special charges for particular Lots and reserves) to be paid during such year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations (including, but not limited to, maintenance of Common Area Facilities), and shall take into account any expected income and any surplus available from the prior year's operating fund. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment for any reason of any Owner's assessment), the Board may at any time levy a further assessment, which shall be assessed to the Owners in like proportions.





Notwithstanding the provisions of this Section 7.1, until Declarant's management authority under Article V terminates, Declarant may elect to collect neither the full budgeted assessment nor any assessments for reserve funds, and instead may collect and expend only the actual costs of operation.

**Section 7.2 – REGULAR ASSESSMENTS.** Each Owner, by acceptance of a deed to a Lot, whether or not it is stated in the deed, is deemed to covenant and agree to pay to the Association all assessments and charges against the Lot pursuant to the Declaration. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be equally assessed to each Lot and its respective Owner, in the ratio that each Lot bears to the number of Lots in the Property.

Upon the initial closing of each home in the **Plat of Sauk Mountain View Estates, South** to a homebuyer (not a speculative builder), the buyer of each Lot shall be assessed the amount of one hundred fifty dollars (\$150.00) for the purpose of supporting the Common Areas and the association set-up costs during the time prior to the Transition Date. After the Transition Date, the Board shall set a budget for determining assessments for the remainder of that fiscal year.

**Section 7.3 – SPECIAL ASSESSMENTS.** In addition to the regular assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the written assent of seventy percent (70%) of the Owners.

**Section 7.4 – NOTICE OF ASSESSMENT.** The Association through the board shall give each Lot Owner not less than 30 days notice of any assessment, before it shall be due.

**Section 7.5 – PROCEEDS BELONG TO ASSOCIATION.** All assessments and other receipts received by the Association shall belong to the Association.

**Section 7.6 – FAILURE TO ASSESS.** Any failure of the Board to make the budget and assessments hereunder before the expiration of any fiscal year for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the annual assessment amount established for the preceding fiscal year shall continue until a new assessment is prospectively established whether for all or a portion of the a year.

**Section 7.7 – CERTIFICATE OF UNPAID ASSESSMENTS.** Upon the request of any Owner or Mortgagee or prospective Mortgagee of a Lot, the Board will furnish a certificate in a recordable form stating the amount, if any, of unpaid assessments charged to the Lot. The certificate shall be conclusive upon the Board and the Association as to the amount of such



indebtedness on the date of the certificate in favor of all purchases and Mortgagees of the Lot who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 7.8 – DECLARANT EXEMPTION. Notwithstanding any other provision herein, the Declarant is exempt from any charges or assessments by the Homeowners Association, regardless of whether such charges are monthly, quarterly, or annual or after specific charges.

## **ARTICLE VIII LIEN AND COLLECTION OF ASSESSMENTS**

Section 8.1 – ASSESSMENTS ARE A LIEN, PRIORITY. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot, any sums specially assessed to any Lot under the authority of this Declaration or the Bylaws and any charge or expense otherwise imposed pursuant to this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments or sums shall be subordinate to tax liens on the Lot in favor of any assessing or special district, and to all sums unpaid on all First Mortgages of record, but, to the extent permitted by applicable law shall have priority over all other liens against the Lot. A First Mortgage that obtains possession through a Mortgage foreclosure or deed of trust sale, or a purchaser at a foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the previous Owner or real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 9.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

Section 8.2 – LIEN MAY BE FORECLOSED. The lien for delinquent assessments may be foreclosed by suit by the board in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same.

Section 8.3 – ASSESSMENTS ARE PERSONAL OBLIGATIONS. In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorney fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser of the Lot when the assessment is made and their grantees. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.



**Section 8.4 – LATE CHARGES AND INTEREST ON DELINQUENT ASSESSMENTS.**

The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established, nonusurious rate, delinquent assessments shall bear interest at the rate of 12% per annum from the due date. If an annual assessment against a Lot is not paid when due, the managing agent or the Board may elect to declare all assessments against the Lot to be immediately due and payable.

**Section 8.5 – RECOVERY OF ATTORNEY'S FEES AND COSTS.** In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

**Section 8.6 – REMEDIES CUMULATIVE.** The remedies provided herein are cumulative and the Board may pursue them, and any other remedies that may be available under the law although not expressed herein, either concurrently or in any order.

**Section 8.7 – NO AVOIDANCE OF ASSESSMENTS.** No Owner may avoid or escape liability for assessments provided for herein by abandoning his Lot.

**ARTICLE IX**

**FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NOT A WAIVER**

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of any assessment from any Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed by the Board. This Article also extends to the Declarant, Declarant's managing agent and the interim board of directors exercising the power of the Board before the Transition Date.

**ARTICLE X**

**USE RESTRICTIONS**

**Section 10.1 – RESIDENTIAL CHARACTER OF PROPERTY AND TYPE OF CONSTRUCTION.** No lot shall be used except for residential purposes. Manufactured homes and/or non-site built structures, such as, but not limited to modular homes, shall not be allowed. Further, no building shall be erected, placed or permitted to remain on any lot other than one detached single-family dwelling with a minimum of a double attached or detached private garage. No storage sheds shall be allowed to be placed on the Lot unless its style and construction conforms to the general style of the residence itself and does not detract from the general appearance. The final decision as to what is permissible shall vest in the Architectural Control Committee.



Section 10.2 – EXTERIOR MATERIALS. Replacement roofing and siding material shall be the same, as far as possible, in color and style as the original roofing and siding materials on residences within the development. Utilization of different exterior materials including, without limitation, roofing materials, building siding materials and fencing must be approved by the applicable Architectural Control Committee before installation.

Section 10.3 – COMPLETION OF CONSTRUCTION. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine months from date of start of construction.

Section 10.4 - LANDSCAPE/FENCES AND HEDGES. All front yard and rear yard landscaping must be completed within a six (6) month period of time from the date of issuance of an occupancy permit for a residence constructed on a lot or 6 months following the first date of occupancy, whichever is later. As defined in this section, "fencing" shall mean any barrier or wall. All side yard and back yard fences shall not exceed a height of six (6) feet, or the maximum height permitted by applicable regulation, whichever is less. No front yard fences shall be allowed. For bluff lots numbers 1-22 only decorative rear yard fences shall be allowed, not to exceed four (4) feet in height. Fences shall be well constructed and shall not detract from the appearance of the development. Fences must be approved by the Architectural Control Committee before construction.

Section 10.5 – TRAILERS/MOTORHOMES. PARKING. No trucks, campers, trailers, boats, motorcycles or other vehicles of any type, or any part thereof shall be parked or permitted to remain on any Lot more than three (3) days unless the same is stored or placed in a garage. No such vehicles shall be parked overnight on any street adjoining any Lot.

Each Owner must provide adequate off-street parking on their Lot for at least two (2) cars.

A visitor to the Owner may park their car overnight on any street adjoining the Owner's Lot not more than three (3) consecutive days or on the Owner's driveway on the Lot providing the visitor's car does not remain there more than fourteen (14) consecutive days. Visitors to the Owner who own recreational vehicles of any type shall not park such vehicle overnight on any street within the Property, but may park it on the Owner's driveway on the Lot providing it does not remain there more than fourteen (14) consecutive days, nor more than a total of thirty (30) days within any twelve-month period, and does not block or intrude into the adjoining sidewalk.

In the event that there is any violation of this parking restriction then the board may take corrective action, as it deems necessary in accordance with Section 6.2 of this Declaration.

Section 10.6 – VEHICLES IN DISREPAIR. No goods, equipment or vehicle (including buses or trailers of any description) shall be dismantled or repaired outside any building or residential lot. In addition, no owner shall permit any vehicle that is in a state of disrepair to remain parked outside of an enclosed garage upon any lot or upon the street for a period



in excess of forty-eight (48) hours. A vehicle will be deemed in a state of disrepair when it has not been moved for a period of forty-eight (48) hours and is not operable in its then present condition.

Section 10.7 – ANTENNAS AND SERVICE FACILITIES. All permanent utility services and connections thereto shall be provided by underground services exclusively. No radio or television antennas, clotheslines and other service facilities shall be placed on a lot within the **Plat of Sauk Mountain View Estates, South** provided, however, an antenna dish with a diameter not exceeding twenty-four (24) inches may be acceptable if its location on the property is approved by the Architectural Control Committee.

Section 10.8 – BUSINESS AND COMMERCIAL USE. No visible or audible trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot nor shall any goods, construction equipment, materials or supplies used in connection with any trade, service or business be placed outside on any lot at any time excepting the right of any home builder and the Declarant to construct residences on any lot at any time and to store construction equipment on said lots in the normal course of construction. Home occupation use of residences may be allowed if municipal regulation permit such use; provided, however, the home occupation use shall in no way affect the appearance of the residential structure and/or garage, shall be fully enclosed without outside storage and shall not create noise, vibration, smoke, dust, odors, heat, light, or glare beyond which is acceptable in a residential area.

Section 10.9 – OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Further, no lot shall be used in a fashion, which unreasonable interferes with the other lot owners' right to the use and enjoyment of their respective properties. All Owners are responsible at all times for the conduct of their guests.

Section 10.10 – RUBBISH AND TRASH. No lot, street, common area, or adjoining golf course property within or adjacent to the Plat shall be used or maintained as a dumping ground for rubbish, debris, salvage, garbage, trash, equipment, cars, vehicles or other waste; such as rocks, roots, dead grass and other materials accumulated as a result of landscaping. The proper removal and disposal of all such materials shall be the sole responsibility of individual lot owners. No dead grass or other waste material shall be deposited on the Sauk Mtn View Golf Course property adjacent to Lots #1 through #22 known as the bluff lots of the Plat.

Section 10.11 – SIGNAGE. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.



Section 10.12 – DRILLING, MINING, ETC. No oil drilling, oil development operations, oil refining, quarrying or mining operations 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 10.13 – MAINTENANCE OF STRUCTURES AND GROUNDS. Each owner shall maintain his lot and residence thereon in a clean and attractive condition, in good repair and in such a fashion as not to create a fire hazard.

Section 10.14 – NO FIREARMS/MOTORCYCLES. No firearms of any kind shall be used within the property except by appropriate government officials. Muffled, licensed motorcycles shall be permitted on the property and roadways. Golf Carts shall be permitted on the property, roadways, and pathways therein. Motorcycles will not be allowed on pathways. Muffled trail bikes, snowmobiles and similar vehicles are permitted within the boundaries of the individual lots. Non-muffled motorcycles, motorbikes, trail bikes, snowmobiles or similar vehicles are prohibited on any portion of the property whether licensed or unlicensed.

Section 10.15 – COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND ORDINANCES. Notwithstanding anything stated herein, each lot owner(s) shall be responsible for compliance with all applicable federal, state, country and/or governmental statutes, ordinances and regulations, and any amendments thereto relating in any way to the ownership and/or improvement of the lots within the **Plat of Sauk Mountain View Estates, South.**

Section 10.16 – ENFORCEMENT. The Declarant shall have no obligation to enforce or seek the enforcement of these covenants. The Declarant shall have no liability for the enforcement or non-enforcement of these covenants. The Homeowners Association, in its absolute discretion, by its Board of Directors, and any Owner, shall have the right to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant herein, to prevent such violation and/or to recover damages for such violation. Should the Declarant own any lots after the transition date then Declarant will act in the capacity as an individual lot owner with regards to enforcement .

Section 10.17 – MODIFICATION. The restrictions herein may be amended or modified by the Homeowners Association as provided hereinabove in Section 1.4.

Section 10.18 – INVALIDATION. Invalidation of any one of these use restrictions by judgment or court order shall in no way affect any of the other provisions, and said other provisions shall remain in full force and effect.

## **ARTICLE XI ARCHITECTURAL STANDARDS**



**Section 11.1 – ESTABLISHMENT OF ARCHITECTURAL CONTROL COMMITTEES.**

An Architectural Control Committee (ACC) is hereby established for the **Plat of Sauk Mountain View Estates, South** and shall substantially follow the requirements; procedures and performances standards set forth in this Declaration of Covenants, Conditions, Restrictions and Easements.

11.1.1 the initial ACC for the Plat shall be the Declarant, by and through the Declarant's designee, who shall perform the functions of the ACC as set forth herein. The Declarant shall retain the responsibility for performing the functions of the ACC until 100 % of the lots have been sold or until the Declarant surrenders that responsibility prior to that time, in a written document in recordable form. Upon the termination or expiration of the right of the Declarant to act as the ACC, the Homeowner's Association, acting through its Board of Directors, shall designate a minimum of two (2), but not more than five (5) lot owners of the **Plat** who shall, by majority action, perform the responsibilities of the ACC. In the event the lot owners are not designated, the Homeowners' Association Board of Directors may temporarily perform the function of the ACC.

**Section 11.2 – AUTHORITY OF ACC.** No structure shall be erected, placed or altered on any lot within the **Plat of Sauk Mountain View Estates, South** until the building plans, with respect to the exterior design, materials and specifications and color schemes has been approved in writing by the ACC, as to the quality of materials, color schemes which must exclude primary, bright or harsh colors, harmony of exterior design with existing structures, location of structure on a lot with reference to topography, elevation and relation to structures on adjacent lots. The authority of the ACC is to be exercised in a reasonable manner with the goal of insuring consistent architectural standards for the benefit of the owners of lots in the **Plat**. Fencing shall be treated as a structure for the purposes of ACC review.

**Section 11.3 – SUBMISSION OF DATA TO ACC AND APPROVAL BY ACC.** All applications to the ACC for approval shall be in writing and shall be supplemented by such supporting data, as the ACC shall reasonably require. The ACC's approval or disapproval shall be in writing; any disapproval by the ACC shall specify reasons for the disapproval. Submittals by or on behalf of lot owners shall include a plot plan drawn to scale reflecting the location of any and all structures within the Lot and relevant elevations. In addition, the submittal shall depict or describe the design of the structure with sufficient detail that the ACC is able to identify and review that design as well as describe the type and color scheme of all exterior materials.

11.3.1 In the event the ACC fails to approve or disapprove a complete application submitted to it within forty-five (45) days after the receipt of the complete application or supplemental information reasonably requested by the ACC, further approval from the ACC for the structure or improvement identified in the application will not be required and the Lot Owner shall be deemed to have complied with this Covenant unless, prior to the completion of the structure, the Lot Owner or his/her



contractor has made material changes form the application submitted to the ACC and/or failed to comply with the plans and specifications submitted to the ACC or local building official.

## ARTICLE XXL RIGHTS OF THE CITY OF SEDRO-WOOLLEY

The City of Sedro-Woolley shall have the right, for the benefit of the City and public health, safety, and welfare, to operate, maintain, repair or replace the drainage, stormwater, water detention/retention, street or other improvement encumbering and/or benefiting Sauk Mountain View Estates, South subdivision, in the even the Sauk Mountain View Estates, South Homeowner's Association shall fail to do so in a competent and or timely manner. However, the City of Sedro-Woolley shall have no duty or obligation to do or refrain from doing any act by virtue of this document.

In the event the City of Sedro-Woolley shall expend any funds, directly or indirectly, including the cost of its own equipment and employees to perform work described herein, the City shall have claim against the Sauk Mountain View Estates, South Homeowner's Association and the individual owners, all jointly and severally, for the cost thereof.

The rights of the City of Sedro-Woolley are cumulative, and in addition to all other rights and privileges, and are not in lieu thereof.


The Association may not change, alter or amend the rights of the City of Sedro-Woolley, or those provisions implementing conditions of approval of the Plat, without the express written consent of the City, its assigns or successors in interest.

DATED this 6<sup>TH</sup> day of JUNE, 2003

### DECLARANT:

John and Gayle Lange

  
John Lange

  
Gayle Lange

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

JUN 9 - 2003

Amount Paid \$ 0  
Skagit County Treasurer  
By: DC Deputy

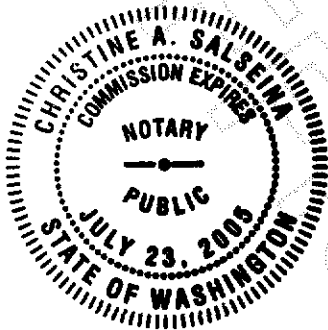
On this day personally appeared before me John Lange and Gayle Lange, to me known to be the individuals described in and who executed the within and foregoing





instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the use and purposes herein mentioned.

**SUBSCRIBED AND SWORN TO** before me on this 14<sup>th</sup> day of June, 2003.



Christine A. Salseina  
Notary Public in and for the State of Washington,  
residing at Skagit Co.

Christine A. Salseina  
PRINTED NAME  
My commission expires: 7/23/05

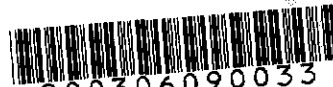


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Skagit County Auditor

6/9/2003 Page 17 of 18 9:30AM

## EXHIBIT A

All of Lots 1 through 96, Sauk Mountain View Estates, South, a PRD, filed in records of Skagit County, Washington, in Skagit County Auditor's File No. 200306090032, on June 9, 2003.



200306090033

Skagit County Auditor

6/9/2003 Page 18 of 18 9:30AM