

AFTER RECORDING RETURN TO:

Ed Finlan
18692 Hwy 9
Mount Vernon, WA 98274

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200308070155
Skagit County Auditor

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**CHICAGO TITLE CO.
ACCOMMODATION RECORDING**

Abbrev. Leg. Lots 1, 2, 3, 4, SP No. 98-005, AFN 200307250237, Ptn of Gov't Lot 6, 6-33-5 EWM
Tax Parcel Nos. 330506-0-001-0603/P17923; 4135-055-900-0302/P74712
Grantor Finlan, Edward
Grantee Finlan, Edward, and Public

**DECLARATION OF
RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants is made by Edward J. Finlan, a single man, hereafter referred to as the Declarant, as follows:

RECITALS

A. Edward J. Finlan, a single man, is the owner property located in Skagit County, Washington, hereafter referred to as "the property," which is described as:

Lots 1, 2, 3, and 4, Skagit County Short Plat No. 98-0005, approved July 23, 2003, and recorded July 25, 2003, under Auditor's File No. 200307250237, records of Skagit County, Washington, Being a portion of the South Half of Government Lot 6, Section 6, Township 33 North, Range 5 East of the Willamette Meridian.

Situate in Skagit County, Washington.

B. The declarant desires to subject said property to restrictions and covenants set forth herein for to protect the value and desirability of the property.

THEREFORE, to accomplish the foregoing purposes, the declarant hereby publishes and declares that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the following covenants and restrictions, which shall run with the land and be a burden upon and benefit to the declarant and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors,

personal, representatives, heirs and assigns.

(1) Dwelling restrictions. No mobile homes, prefabricated homes or premanufactured homes, or modular homes shall be located on any lot either on a temporary or permanent basis.

This restriction is not intended to prohibit that construction method which is essentially an on-site, "stick-built" system, but wherein wall systems are "stick-built" off-site, using standard stick-built framing techniques, and then transported to and erected on-site.

(2) Construction. All structures shall be of new construction and construction shall not be commenced until a building permit is obtained.

No T-111 or other panel type siding is permitted on any dwelling or garage.

(3) Completion of Construction. Any dwelling or structure constructed on any lot shall be completed, including painting and exterior appearance within nine (9) months from the date construction started.

(4) Nuisance. No noxious or offensive activity shall be carried on any lot, nor shall anything be done or maintained on any lot which may be or may become an annoyance or nuisance to any owner's use and enjoyment of his or her lot.

(5) Derogation of laws. No owner or occupant of any lot shall carry on any activity of any nature on any lot that is in derogation of or in violation of the laws of the State of Washington, Skagit County, or any other applicable municipality or governmental body.

(6) Garbage. No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal out of public view.

(7) Usage. No lot shall be used in a fashion that unreasonably interferes with another lot owner's right to the use and enjoyment of his or her lot.

(8) Vehicles in disrepair. No owner shall permit any vehicle that is in a state of disrepair to remain parked in front of the residential dwelling on any lot for a period exceeding forty-eight (48) hours. A vehicle will be deemed to be in a state of disrepair when it has not been moved for a period of forty-eight (48) hours and it is not operable in current condition.

(9) Maintenance of structure and grounds. Each owner shall maintain his or her lot in a clean and attractive condition and shall keep the buildings thereon painted and the lawn mowed, and/or other landscaping properly maintained.

(10) Enforcement by declarant. The declarant shall have no obligation to enforce or seek enforcement of the covenants and restrictions contained herein and shall have no liability for their enforcement or nonenforcement.

(11) Covenants to run with the land. The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

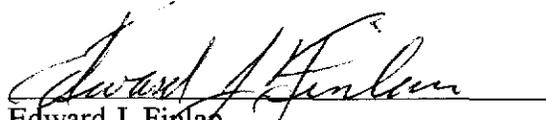
(12) Enforcement. Each lot owner, including the declarant if the declarant is a lot owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter.

(13) Attorney's Fees. In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

(14) Amendment. This declaration may be amended, or new covenants or restrictions added, if approved by the owners of seventy-five percent of the lots. Any such amendment or addition must be executed and acknowledged by the owners of seventy-five percent of the lots and recorded with the county auditor. The amendment shall be effective upon recordation.

(15) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall have no effect on any of the remaining provisions, which shall remain in full force and effect.

Dated August 6, 2003.


Edward J. Finlan

FinlanShortPlatCovenants



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STATE OF WASHINGTON)
SKAGIT) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Edward J. Finlan is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated August 6, 2003



Kristin L. Doohan
Typed/printed notary name Kristin L. Doohan
Residing at Arlington
My appointment expires 5-9-04



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