

AFTER RECORDING, MAIL TO:

TRIPLE T CONSTRUCTION INC.
3412 WEST 2ND STREET
ANACORTES, WA 98221



200311210203
Skagit County Auditor

11/21/2003 Page 1 of 1 3:48PM

FIRST AMERICAN TITLE CO.

A76099

**CC & R's , Utilities and Yard Maintenance Easement
Short Plat #ANA-01-002**

The Owners of lots 1,2,and 3, as described in Short Plat # ANA-01-002 Records of Skagit County Washington, recorded under Skagit County Auditors file number 200307290060, hereby declare and agree as follows:

1. The following are building standards for each lot:
 - A. The main structure built on any lot shall have at least 1,500 square feet of living space with at least 800 square feet on the main floor.
 - B. Each lot shall have at least a two car garage whether detached or attached to the main structure.
 - C. No T1-11 shall be used as exterior siding unless it is used as part of a board and batt look with batts at least every 12" on center.
 - D. No 3-tab roofing allowed.
 - E. No mobile or manufactured homes allowed. Off-site wall construction is permissible.

2. The Owners of Lot 1 grant to the Owners of Lot 2 a yard maintenance easement encumbering the non-paved areas of the eastern most 155 feet of the shared private road (Lupine Lane) which is located on ingress, egress and utility easements as described in said short plat.

The Grantee of said yard maintenance easements shall be given the right to plant and maintain a lawn, shrubs, small trees and other similar planting on the encumbered property of the yard maintenance easements. Grantee's rights shall include, but not be limited to : watering, weeding, fertilizing, spraying for insects and weeds, trimming, and mowing.

The Grantor of said yard maintenance easements is restricted from removing, destroying and/or altering the plantings placed by Grantee in the area encumbered by the yard maintenance easement unless grantor must do so for utility purposes or for access improvement (including pavement widening) and maintenance purposes. The Grantor of said yard maintenance easements reserves the right to maintain the lawn and plantings in the area encumbered by the yard maintenance easement in the event the Grantee fails to do so.

3. The Owners of Lot 1 grant to the Owners of Lot 2 and 3 a underground utility easement encumbering the existing location of the electricity and telephone cable that is located roughly between the power transformer at the West end of Lupine Lane and between the Southwest corner of the turnaround area of Lupine Lane (approximately 80 feet distance).
4. In the event any party fails to abide by the restriction stated in this agreement, then the other party(ies) shall have the right to bring an action at law against the person(s), firm(s), or corporation(s) responsible for such failure and reasonable attorney fees shall be added to any judgment.
5. This Agreement herein shall constitute a covenant running with the land and shall be binding upon the respective parties hereto, their heirs, successors or assigns and any future owner, or contract purchaser.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Ben Thomas

Nov. 21, 2003

date

President, Triple T Construction, Inc.

NOV 21 2003

Amount Paid \$
Skagit Co. Treasurer
By Deputy