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Document Title:

Protective Covenants

Reference Number :

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

1. Elysian meadows
2. Port Gardner Timber Co. Inc

Grantee(s):

☐ additional grantee names on page \_\_\_\_.

1. public
- 2.

Abbreviated legal description:

☒ full legal on page(s) \_\_\_\_.

11-35-7 et al

Assessor Parcel / Tax ID Number:

☒ additional tax parcel number(s) on page \_\_\_\_.

P 121056

DECLARATION OF RESTRICTIONS AND  
PROTECTIVE COVENANTS

ELYSIAN MEADOWS

THIS DECLARATION of Restrictions and Protective Covenants made this day by Port Gardner Timber Company, Inc., owner of the lands described herein, and referred to in this declaration as "Owner".

WITNESSETH:

The Owner owns certain real property located in Skagit County, Washington, said real property being described in Exhibit "A" herein and by this reference made a part hereof.

The real property described herein is all adjoining and has similar unique characteristics and similar unique development needs; for the purposes of enhancing, protecting, and complementing the natural environmental features of the property and in order to protect and preserve the same consistent with the orderly development of the property, the owner desires to provide the property, and the future owners and occupants thereof, with the mutual protections and benefits of uniform protective covenants and restrictions.

NOW, THEREFORE, for and in consideration of the promises, covenants, protections, and benefits set forth herein; the owner hereby imposes the following covenants and restrictions:

1). GENERAL PROVISIONS. All of the property, including any tracts or parcels, established within the boundaries of the property, shall be acquired, held and transferred subject to these restrictions and protective covenants which are intended to benefit all land within the boundaries of the property and the owners, purchasers, and other lawful occupants thereof. Accordingly, these restrictions and protective covenants are hereby established and declared as covenants running with the land and every person or entity who by deed, contract, lease, or any other instrument or conveyance acquired an interest in or a right to use or occupancy of the property, or any part hereof, shall be deemed to have made and accepted such deed, contract, lease or other instrument of conveyance and the rights to use the property thereby conferred or conveyed, all subject to the restrictions, covenants, and conditions herein stated, and their respective heirs, assigns, executors, administrators, or successor in interest shall be likewise bound to the same extent.



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These restrictions and protective covenants shall be enforceable at law and in equity by the owners, purchasers, or other lawful occupants of the property or any part thereof, against any person or persons who shall violate them.

The restrictions and protective covenants set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument or conveyance.

Only single family residential homes are allowed. "Commercial activity limited to in home office, or guest lodging not to exceed two let rooms. One sign not to exceed 24" by 48" is permitted per property. Parking or storage of commercial vehicles or equipment is not permitted.

2). BUILDING CONSTRUCTION. Building set back requirements are mandated by the Skagit County code. All construction must comply with Skagit County rules and regulations and applicable Washington State laws. All buildings shall be stick framed structures meeting Uniform Building Code specifications. No structures shall be placed upon the properties which are deemed mobile homes. New manufactured homes are allowed. Building exteriors shall be completed within one year from the commencement date of framing. The minimum habitable main floor area of the principal dwelling, exclusive of other buildings, open entries, porches and patios, shall not be less than 1000 square feet, no fence or hedge shall be erected or permitted to remain or allowed to grow to a height exceeding 6 feet.

3). No noxious, illegal or offensive use of the land shall be performed nor shall anything be done which may be or become any annoyance of nuisance to the neighborhood.

4). ANIMALS. No property owner shall allow his animals to run onto the property owned by any of the other owners.

5). UNDERGROUND UTILITIES. All utility lines constructed on the property after the date of these declarations shall be constructed and maintained underground.

6). VISUAL CONSIDERATIONS. No bare metal, galvanized, or reflective metal roofs shall be allowed on the subject property.

7). REFUSE AND STORAGE. No trash, garbage, refuse, ruins, or remains of any kind, including disabled or abandoned vehicles or vehicle shells or parts, shall be thrown, dumped, placed, disposed of, or permitted to remain upon the property. No owner or other entity shall be permitted to commit waste on the property. All items stored on the property must be stored in storage sheds, screened visually from all points of observation.

8). CHANGES AND MODIFICATIONS. Any changes, modifications, additions or amendments to these protective covenants can be made only by a two-thirds (2/3) majority vote of all of those persons or entities owning any portion of the subject property.

9). SEVERABILITY. Invalidation by judgment or other court order of any provision, sentence, paragraph or portion of these protective covenants shall in



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no way affect or invalidate any other portions thereof and the remaining portions shall remain in full force and effect.

10). **ATTORNEY FEES.** In the event the services of an attorney are incurred to force any covenant, condition or term of this Declaration or to procure an adjudicated or voluntary termination of any party's right hereunder, including an action to collect any payment required hereunder, the non-prevailing party shall pay a reasonable sum as attorney's fees, whether or not suit is commenced together with all court costs, costs of searching records, and costs of serving any notices required by law. Failure to pay said attorney's fee and costs incurred shall be deemed a substantial breach of this Declaration.

Dated: \_\_\_\_\_

JAN. 15, 2004

Port Gardner Timber Company, Inc.

By: \_\_\_\_\_

Howard E. Dorsey SR.  
President/Director

STATE OF WASHINGTON)

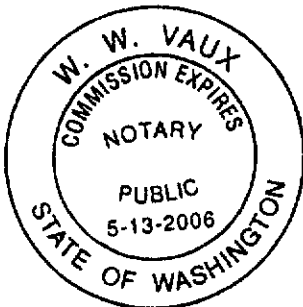
) SS.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Howard E. Dorsey, SR. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as President/Director of PORT GARDNER TIMBER COMPANY, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

JAN. 15, 2004



W. W. Vaux  
Notary Public in and for the State of Washington,  
Residing in Anacortes.

My appointment expires: \_\_\_\_\_



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EXHIBIT "A"

Those parcels in Skagit County, State of Washington, described as follows:

P121056  
P121057  
P121058  
P121059  
P121060  
P121061  
P121062  
P121063  
P121064

Said parcels are in:

SEC. 11, SEC. 12, SEC. 13  
TWP. 35N, R7E, W.M

  
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