

Filed for Record at Request of:
Duke's Hill, LLC
103 North Township
Sedro-Woolley, WA 98284



200401290096
Skagit County Auditor

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Grantor: Duke's Hill LLC
Grantee: The Public
Abbreviated legal: Lots 1 – 24, Sauk Mountain View Estates North, Phase II
Tax Parcel Number: _____

**DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS OF THE
Sauk Mountain North, Phase II**

This Declaration of Covenants, Conditions, Reservations and Restrictions of the Sauk Mountain North, Phase II (hereinafter "Declaration") is made with reference to the following facts and conditions:

A. RECITALS

1. The undersigned, hereinafter referred to as **Declarant**, is the owner in fee simple of the following described real property located in Skagit County, Washington:

Lots 1 through 24 of the Sauk Mountain View Estates North, Phase II, as recorded the 29 day of January, 2004, under Skagit County Auditor's File No. 200401290095, records of Skagit County, Washington,

hereinafter referred to as the "**Property**".

2. **Declarant** desires to provide the means to enforce the rights, reservations, easements, liens and charges provided in this Declaration, to provide for necessary maintenance, and for enhancement of the Property.

B. DECLARATION

The **Declarant** hereby certifies and declares that the following covenants, conditions, reservations and restrictions shall endure and be binding upon the respective Owners of each Lot within the **Property**, and the **Declarant** further declares that all of the Lots within the **Property** described herein are held and shall be held, conveyed, encumbered, used, occupied and improved subject to the following covenants, conditions, reservations and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every part thereof. All of the following covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I

DEFINITIONS

Section 1. **"Declarant"** shall mean Declarants named herein, their successors and/or assigns.

Section 2. **"Properties"** or the **"property"** shall mean that certain real property herein described and any additions hereto subject to this declaration or any supplemental declaration (s).

Section 3. **"Lot"** or **"Residential Lot"** shall mean any portion of Lots 1 through - 24.

Section 4. **"Owner"** shall mean the record owner of a fee simple title to any lot or lots, which are a part of the properties but excluding those having such interest merely as a security for the performance of an obligation.



ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this declaration is located in Sedro Woolley, Skagit County, Washington, and is described as follows:

Lots 1 through 24 inclusive, as contained on the Sauk Mountain View Estates North, Phase II, per that certain Plat recorded in the office of the Skagit County Auditor on _____, 2003 under Skagit County Auditor's file # _____. All of which property shall hereinafter be referred to as the "property" or "properties"

ARTICLE III

GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. No structure or buildings of any kind shall be erected, altered, placed or permitted to remain on any residential lot other than a stick built residential dwelling, not to exceed two stories in height, with a private garage for not less than two standard size passenger automobiles and not more than three off street parking spaces including the garage. Not more than one recreational vehicle may be stored in a screened parking space. During construction of a residential structure, a construction office and construction materials may be maintained, by the builder, on a residential lot. Also, fences in compliance with Section 7 and Section 8 herein, and outbuildings that service a residential structure that are in compliance with Section 4 herein, are allowed.

Section 2. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise of business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, unless said activity be in compliance with the City of



Sedro Woolley's Home Occupation Ordinance or Conditional Use Permit, nor shall any goods, equipment, trailers of any description, or material 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 unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner (and in accordance with Section 8 herein below) that the same are not visible from any street or any other lot in the plat, except for construction materials and a construction office for residential construction as described in Section 1, nor shall any thing be done on any residential lot which may be or may become an annoyance or nuisance to the neighborhood. None of the activities described in Section 2 herein shall be permitted on any street, sidewalk, or other public area.

Section 3. Automobiles, Boats, Trucks, Trailers, Recreational Vehicles. The streets within the plat shall not be used for over night parking of any vehicles other than private automobiles. This covenant specifically prohibits the street storage of automobiles, boats, trucks, trailers or recreational vehicles.

No owner of any residential lot shall permit any automobiles, boats, trucks, trailers, or recreational vehicles owned by such lot owner, any member of the lot owner's family or any guest, acquaintance, or invitee to be parked upon any street or upon any lot within the property for a period in excess of forty-eight (48) hours where such vehicle is stored, non-operational, in repair or abandoned unless such vehicle is on a lot enclosed in a garage or outbuilding, or screened by a fence (in accordance with Section 8) in such a manner that it is not visible from any street or any other lot in the plat.

Section 4. Residential Use of Temporary Structures Prohibited. No trailer, tent, shack, garage, barn or other outbuildings or any structure of any temporary character erected or placed on the property shall at any time be used as a residence either temporarily or permanently.



Section 5. Animals No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Cats, dogs, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose; provided however, that they shall not be kept in numbers or under conditions so as to become a hazard to health, safety and/or the quiet enjoyment of any lot subject to this declaration.

Any kennel or dog run must be screened from view of the street. Any dogs must be kept so as to minimize excessive noise from barking or they shall be considered a nuisance according to the terms of the covenants.

Section 6. Mortgages Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots. Title to any property obtained as a result of any foreclosure proceeding shall specifically be held subject to all of the provisions herein.

Section 7. Building Setbacks. Buildings and structures (with the exception of fences as described in section 8 of this document) shall be located in accordance with the Sauk Mountain North, Phase II P.U.D requirements or City of Sedro-Woolley Codes, whichever apply.

Section 8. Fence Requirements. Fences shall not exceed six (6) feet in height. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall be in architectural harmony with the buildings and fences of adjacent lots. No chain link fences are allowed. No fence, wall or hedge over three (3) feet in height shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than one foot above the finished grade at the back of said wall. All fences shall also meet the requirements of Section 15 where necessary.

Section 9. Radio and Television Antennas. No radio or television antennas or satellite dish shall be permitted to extend more than Five (5) feet above the roofline of any residence.

Section 10. Easements. Easements for utilities, drainage, and access are reserved as delineated on the recorded plat map.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any lot except professional signs that total not more than three square feet, advertising the property for sale or rent, and/or signs used by a builder to advertise the property during the construction and sales period are permitted. Signs of a political nature may be displayed from 30 days prior to the Primary Election day and one day following the General Election day.

Section 12. Oil and Mining Operations. 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. 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 13. Water Supply. No individual water supply system or septic system shall be permitted on any lot.



Section 14. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Garbage and Refuse Disposal. No lot or tract shall be used as a dump for trash or rubbish of any kind. During construction on a lot or tract, construction debris will be permitted, provided; however that such debris/trash must be removed on a weekly basis. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon public streets, ditches or the adjacent property. The removal and proper disposal of all such materials shall be the sole responsibility of the individual lot owner. All equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

Section 16 Dwelling Size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

Section 17. Roofs. Roofs shall have a minimum 4/12 slope on the dwelling and garage. Roofs shall be of asphalt composition, cedar shake (or substitute) or tile. Original colors shall be approved by Whatcom-Skagit Housing on all lots.



Section 18. Exteriors. No siding shall be placed diagonally. The exteriors of all houses shall be of cedar, L.P. type or Hardi-plank beveled siding. All metal fireplace chimneys shall be wrapped in either wood or stone. The entire house must be painted or stained in approved colors. The colors shall be consistent with and in general conformity to the remainder of the neighborhood. The idea is that colors that are very bright, provocative of draw the attention of persons looking at houses in the plat to those with significant color variations should be avoided. Color schemes will be selected to provide a homogenous nature and neutral look to the plat. An owner wishing to change the house colors from the original colors shall, in writing, notify all other lot owners in the plat of the color change. If five lot owners object, in writing, to the new colors, the new colors shall not be allowed. Approval of changes in colors shall not be unreasonably withheld.

Section 19. Nuisance. No noxious or offensive activity shall be carried on upon any residential lot. 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.

Section 20. Firearms. The shooting of any type of weapon or firearm is prohibited, including but not limited to BB guns, air rifles and pistols, pellet guns, paintball guns and slingshots.

Section 21. Landscaping. The builder shall install or have installed prior to the occupancy of any home, landscaping of the front, side and back yards. Yards shall be regularly mowed and neatly maintained at all times. If flowerbeds abut the sidewalk, the owner of such lot must keep the abutting sidewalk clean from any yard debris (beauty bark, dirt, weeds, leaves, etc.) that may migrate onto it. The owners of lots 14 through 24 shall maintain their property from the alley to the street. The owners of lots 3 through 13



shall maintain their property from the street to the easterly property line. The owners of lots 1 and 2 shall maintain their property from the north property line to the street.

ARTICLE IV

GENERAL PROVISIONS

Section 1. **Enforcement.** The Declarant and/or owner of any lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration; provided however, that the Declarant's right to enforce the provisions of the declaration shall terminate at such time as the Declarant shall cease to be owner of a lot or lots subject to this declaration; and provided further, however that the termination of the Declarant's power to enforce this declaration shall in no way affect the power of any lot owner of (or owners) to enforce the terms and conditions of this declaration. In any action to enforce the terms and conditions of this declaration, the party prevailing shall be entitled to an award of such party's costs, including attorney's fees, against the non-prevailing party for all costs incurred with respect to the enforcement of this declaration. Failure of the Declarant or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. **Amendment.** The covenants 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 thirty (30) years from the date

this declaration is recorded, after which time said covenants shall be automatically extended successive periods of ten (10) years, unless an instrument terminating all covenants, which is signed by not less than the owners then owning ninety percent (90%) during the first thirty (30) years and seventy-five percent (75%) for a period thereafter of the property subject to the declaration and any supplemental declaration shall have been recorded with the Skagit County Auditor. The covenants and restrictions of this declaration may be extended by an instrument signed by not less than the owner then owning ninety percent (90%) during the first thirty (30) years and seventy-five (75%) for a period thereafter of the property subject to the declaration and any supplemental declaration. Amendments shall take effect when they have been recorded with the Auditor of Skagit County.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set its hand and seal this 1/29/04, 2004


Duke's Hill LLC
By: Robert Janicki
Managing Member



STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 1/29/04, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Janicki, to me known to be the managing member of Dukes, Hill, L.L.C. that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



Name: Patrick M. Hayden

NOTARY PUBLIC in and for the State of Washington, residing at Sedro-Wailey

My commission expires 10-1-04

