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Skagit County Auditor

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AFTER RECORDING RETURN TO:

William L. Fritsch  
18215 Marriott Lane  
Bellingham, WA 98229

## COVER SHEET

### COVENANTS, CONDITIONS & RESTRICTIONS

GRANTORS: William L. Fritsch and Sarah J. Fritsch

GRANTEES: Current and Future Owners of Lots 1, 2, 3 and 4 of Short Plat No. SP91-0024 as  
Recorded June 11, 2004 under Skagit County Auditors File AF200406110114

#### LEGAL DESCRIPTION:

Section 7, Township 36N, Range 4E; Ptn. Gov. Lot 1 and Ptn. NE - NW

#### ASSESSOR'S TAX PARCEL NUMBERS:

P48978  
P49063

#### ASSESSOR'S TAX ACCOUNT NUMBERS:

360407-2-001-0106  
360407-2-002-0100

**NOTE: At the time of this recording, new tax parcel numbers and new tax account numbers have not as yet been assigned to the individual Lots 1, 2, 3 and 4 of Short Plat No. 91-0024.**

## COVENANTS, CONDITIONS & RESTRICTIONS

### Hereinafter called "CC&Rs"

THIS INDENTURE, created on this 16<sup>th</sup> day of JUNE, 2004 pertains to Real Property presently owned by Grantors William L. Fritsch and Sarah J. Fritsch, located in Skagit County, in the State of Washington, legally described as follows:

Section 7, Township 36N, Range 4E; Ptn. Gov. Lot 1 and Ptn. NE - NW

AND, further described as Lots 1, 2, 3 and 4 of Short Plat No. 91-0024 as recorded June 11, 2004 in Skagit County Auditors File No. AF200406110114.

WHEREAS, Grantors desire to provide for the preservation of the value of said Real Property and desire to subject the Real Property to the CC&Rs hereinafter set forth for the benefit of present and future owners of said Real Property; and,

THEREFORE, Grantors hereby declare that said Real Property shall be subject to the following CC&Rs which shall be binding on all parties having any right, title or interest in the Real Property and their respective heirs, successors and assigns.

1. **RESIDENTIAL DWELLINGS.** Any house built on any lot shall have a minimum of 1,600 square feet of living area with an attached or detached garage which shall be of such size as to accommodate at least two full-sized automobiles.
2. **COMPLETION OF CONSTRUCTION.** Any house or other structure erected or placed on any lot shall be completed as to external appearance, including siding, roofing and finished painting, within twelve (12) months from the start of construction.
3. **MANUFACTURED & MOBILE HOMES.** Manufactured homes, mobile homes and trailer houses, of any kind, are prohibited.
4. **RESIDENTIAL USE OF OTHER STRUCTURES.** No trailer, mobile home, basement, tent, shack, garage, shop, barn, outbuilding or any structure of a temporary character erected or placed on any lot shall be used as a place of residence or dwelling, neither temporarily nor permanently.
5. **UTILITIES.** All utility lines constructed or installed on the property shall be underground.
6. **VEHICLES.** Commercial vehicles of more than one-ton rating, wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles in a state of disrepair shall not be kept on any lot unless enclosed in a garage, shop building or barn or otherwise completely screened from view from outside the lot.



## COVENANTS, CONDITIONS & RESTRICTIONS

Short Plat No. SP91-0024

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7. **PARKING.** There shall be NO PARKING on Marriott Lane.

8. **FENCES.** Fences shall not exceed six (6) feet in height and all fences shall be well constructed in a good and workman-like manner of suitable fencing materials, and in compliance with all applicable governmental laws, codes, ordinances and regulations.


9. **GARBAGE, REFUSE AND TRASH DISPOSAL.** No garbage, refuse, trash, ruins, debris or remains of any kind, including disabled or abandoned vehicles or vehicle shells or parts, discarded appliances or furniture, or the like shall be thrown, dumped, disposed of or permitted to remain on the property. All garbage, refuse, trash and other waste shall be kept in appropriate sanitary containers for proper disposal. Building construction debris will be permitted during construction; however, such debris shall be removed on a weekly basis and all lots shall be maintained in a neat and orderly condition during construction.

10. **TERM OF CC&Rs.** The CC&Rs of this Indenture shall run with the property and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Indenture is recorded, after which time said CC&Rs shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded, agreeing to modify or terminate the CC&Rs. This Indenture may also be amended at any time after recording with the UNANIMOUS written agreement of all four (4) lot owners.

**THESE CC&Rs** shall be disclosed at the time of purchase of any lot and such purchase(s) shall constitute an agreement on the part of the purchaser(s) to be bound by these CC&Rs in their entirety and to abide by them.


IN WITNESS WHEREOF, the undersigned property owners William L. Fritsch and Sarah J. Fritsch have hereunto set their hands and seals on the date first above written.

  
William L. Fritsch

  
Sarah J. Fritsch

Notarization of signatures on Page 3, following.

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STATE OF WASHINGTON, }

County of Skagit

ss.

ACKNOWLEDGMENT - Individual

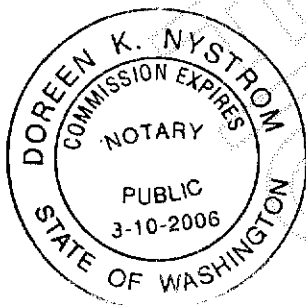
On this day personally appeared before me WILLIAM L. FRITSCH

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that HE

signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of June, 19 2004



Doreen K Nystrom

Notary Public in and for the State of Washington,  
residing at Mount Vernon

My appointment expires 3-10-06

STATE OF WASHINGTON, }

County of Skagit

ss.

ACKNOWLEDGMENT - Individual

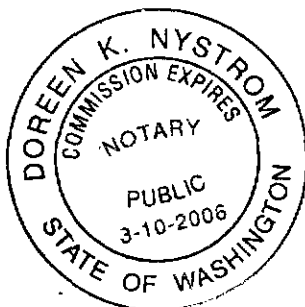
On this day personally appeared before me SARAH J. FRITSCH

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that SHE

signed the same as HER free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of June, 19 2004



Doreen K Nystrom

Notary Public in and for the State of Washington,  
residing at Mount Vernon

My appointment expires 3-10-06

This jurat is page 3 of 3 and is attached to COVENANT, dated \_\_\_\_\_

CONDITIONS &  
RESTRICTION:



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