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**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR Tract B Short Plat 64-78**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Reference Nos.: 88174  
Section, Township and Range: Sec. 35 T36N, R3E  
Tax Parcel No./Account No.: P48747/360335-4-007-009

JUL 15 2004

Grantor: PAUL W. TAYLOR

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

This instrument is made on the date hereinafter set forth by the undersigned, who are the owners of certain land situated in the State of Washington, County of Skagit, known as **Tract B Short Plat 64-78**, legally described as follows:

The undersigned agrees and declares that all of said lands are and will be held, sold and conveyed subject to and burdened by the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said land and adjacent properties. This instrument shall be binding upon all parties having or acquiring any rights, title or interest in the said lands or any part thereof, and shall inure to the benefit of the owner thereof and shall otherwise in all respects be regarded as covenants running with the land.

**ARTICLE I -- DEFINITIONS**

In the declaration, unless the context requires otherwise, the following definitions will apply.

1.1 "Land or Property" shall mean **Tract B Short Plat 64-78**, recorded under Skagit County Auditor's file No. 888174 legally described as follows:

Tract B of Short Plat 64-78, recorded in Skagit County Auditors file number 888174 on September 26, 1978, being a portion of the North half of the Southwest Quarter of the Southeast Quarter of Section 35, Township 36 North, Range 3 East, W.M. situated in Skagit County, State of Washington.

1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a free or undivided fee interest in any lot which is a part of the properties, including contract purchases, but shall not include a contract seller, a mortgage or beneficiary under a Deed of Trust or those holding record ownership merely as security for the performance of an obligation.

1.3 "Declarant" shall mean and refer to Paul W. Taylor, the owner and his successors and/or assigns.

1.4 "Mortgage" means a mortgage, deed of trust, or a real estate contract covering a lot or other portion of the property.

1.5 "Declaration" means the declaration of covenants, conditions, easements and restrictions applicable to the property recorded in the office of the Skagit County Auditor.

## ARTICLE II -- RESIDENTIAL COVENANTS

The following covenants are hereby imposed upon the use and ownership of the lots in the Property..

2.1 **Residential Use.** The lot shall be used for residential purposes only. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, and accessory structures provided that the location of such structures are in conformity with the applicable county regulations. Out buildings are allowed provided they are constructed in accordance with applicable county regulations. Owners shall provide parking for their personal recreational vehicles, boats, and all other vehicles off Cedar Drive.

The provisions of this section shall not be deemed to prohibit the right of anyone to construct a residence on any lot; to store construction materials and equipment on said lots in the normal course of construction.

2.1.1 All building structures and construction practices must be in conformance to all applicable County and State or National building codes including structural, mechanical and electrical.

2.2 **Mobile Homes and Manufactured Homes Prohibited.** No mobile homes, trailers, or manufactured homes shall be allowed to be placed on the property and such structures are strictly prohibited.

2.3 **Dwelling Size.** Each residence shall conform to the following requirements:



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2.3.1 The area of square footage of a dwelling, exclusive of garages, decks and covered porches or patios, shall be a minimum of two thousand two hundred (2,200) square feet.

2.3.2 The finished living area of a structure more than one story (such as two stories, multilevel, trilevel, etc.), shall be a minimum of two thousand two hundred (2,200) square feet, exclusive of open porches.

2.3.3 Building height for all lots shall be limited only by applicable Skagit County building regulations.

2.4 **Building Setbacks.** Skagit County zoning codes and regulations with regard to structure setbacks must be followed except that no structure may be built closer than thirty feet to the property directly adjacent and south.

2.5 **Easements.** Recorded under Skagit County Auditor's file number 9701100065 is a road construction and maintenance agreement that provides for maintenance of the common road accessing the properties on Cedar Drive and the road shall not be used for any purpose inconsistent with their original intended use. Tract A of Short Plat 64-78 has an ingress, egress, and utility easement across the southwest corner of the subject property as the road was constructed and recorded under Skagit County Auditor's file number 200407150062.

2.6 **Temporary Structures.** No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuildings on any lot shall be used as a residence, either temporary or permanent, at any time.

2.7 **Retaining walls.** Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall.

2.8 **Offensive Activity.** No obnoxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be, or may become, or would constitute a nuisance under the Skagit County Code or under state law. No offensive noise due to construction of homes shall be permitted between the hours of 8:00 p.m. and 6:00 a.m.

2.9 **Business and Commercial Use.** Except as provided for below, no trades, crafts, business, professions or commercial or similar activity of any kind shall be conducted in the Development. Nor shall any goods, equipment, vehicles, materials or supplies used in connection with trade, service or business be kept or stored on any lot; provided, however, that any Owner may store construction materials and equipment on said



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lots in the normal course of said construction and use completed residences as sales models. A home occupation shall not violate this covenant so long as the criteria for home business under the Skagit County Code are met:

**2.10 Signs.** No sign of any kind shall be displayed to the public view on any lot or improvement, except one (1) professionally made sign containing not more than a total of six (6) square feet advertising the property for sale. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner. This restriction shall not apply to the signs used by the Owner's realtors or agents for sale of the lot.

**2.11 Parking.** No owner shall permit any vehicle that is in a state of disrepair to be abandoned or to remain parked upon the premises for more than forty-eight (48) hours.

**2.12 Trash or Rubbish.** No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view.

**2.13 Construction Completion.** Construction of any residence shall be completed, including exterior trim and finish, within twelve (12) months from the date of the start of such construction. All lots shall, prior to the construction of improvement, thereon, be kept in a neat and orderly condition and free of brush, vines and debris, and the grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or a fire or safety hazard.

**2.14 Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets may be kept; provided that they are not kept, bred or maintained for any commercial purpose. No structure or enclosure for the purpose of containing pets other than a fence at property line conforming to the requirements herein shall be allowed.

**2.15 Lot Maintenance.** All lots, whether occupied or vacant, shall be reasonably maintained on a regular basis to conform with surrounding lots, and shall be kept in a neat, clean and sanitary condition.

### ARTICLE III -- ENFORCEMENT

**3.1 Enforcement.** The Declarant and any lot owner subject to the road maintenance agreement referred to herein shall have full power and authority to enforce the covenants in this declaration in any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants, and to recover damages sustained by reason of such violation. If the Declarant or any property owner subject to the road maintenance agreement employs counsel to enforce any of these covenants, all expenses incurred in such legal process, including a reasonable attorney's fee, shall be paid by the lot owner violating the covenants.



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#### **ARTICLE IV -- COVENANTS RUNNING WITH THE LAND**

The covenants, conditions, easements and restrictions contained in this declaration shall be deemed to run with the land, shall be a burden and benefit upon the lots and all other portions of the property, shall be binding upon all persons acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns.

#### **ARTICLE V -- NOTICES**

Any notice permitted or required to be delivered under the provisions of this declaration may be delivered either personally or by mail. If delivery is by mail, such notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States Mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given in writing by such person to the Association. Notice to a lot owner or owners shall be sufficient if delivered or addressed to the address of the lot.

#### **ARTICLE VI -- SEVERABILITY**

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

#### **ARTICLE VII -- INTERPRETATION**

The provisions of this declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of the property.

#### **ARTICLE VIII -- EFFECTIVE DATE**

This declaration shall take effect upon recording with the Skagit County Auditor's Office.

DATED this 15<sup>th</sup> day of July 2004.



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**DECLARANT**

*Paul W. Taylor*  
**PAUL W. TAYLOR**

STATE OF WASHINGTON            )  
  )  
COUNTY OF SKAGIT            )        ss

I certify that I know or have satisfactory evidence that PAUL W. TAYLOR 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 to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED at Mount Vernon, this 15th day of July 2004.

*Deborah Best*

My Commission Expires: 12-24-2008



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