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**RECORDED AT THE REQUEST OF:**

Glenn + Karen Nickel  
P.O. Box 775  
Concrete  
WA. 98237

**Document Title:** Declaration of Covenants, Conditions and Restrictions  
for Lekcinton Acres

**Declarants:** Glenn and Karen Nickel

**Legal Descriptions:** See attached Exhibit

plat of Lekcinton Acres

**Parcel #:** 44031

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
Lekcinton Acres**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**

Lekcinton Acres is made this 19<sup>th</sup> day of September, 2005

by Glenn and Karen Nickel "Declarants"

Declarants are the owners of the development known as Lekcinton Acres

located in Skagit County, Washington, referred to herein as the "Property" and

more particularly described as follows

See Exhibit "A"

The Declarants desire to subject the Property to the provisions of this Declaration of

Covenants, Conditions and Restrictions, hereinafter the "Declaration", and to have the construction of the residences and other improvements thereon completed so as to establish and maintain a living environment of the highest quality for the Owners of the lots contained within the Property and their successors, in the manner intended by the Declarants. For the above reasons, the Declarants hereby declare that all of the Property subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants and conditions which are the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

#### **I. DEFINITIONS**

- A. Lot(s)** shall mean and refer to any portion of the Property that is created as a legal Lot of record for purpose of sale.
- B. Owner** shall mean and refer to one or more persons, Declarants, who or which Owner owns fee simple title to any Lot. In the event that there is a real estate sale contract covering any Lot, the Owner of such interest shall be the purchaser under said contract and not the fee simple title holder.

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**C. Voting** - In all cases where a vote of the members of the Association is called for, each lot owner shall have one vote. Where a lot is owned by more than one person, they shall designate one owner who will cast the vote.

**D. Board of Directors** - The Board shall be elected by a vote of the members of Lekcinton Acres Community Association. The board shall be comprised of President, Vice President, Secretary, Treasurer, and a member-at-large so as to create a Board of Directors and maintain an odd number board not to be less than five directors.

## **II: GENERAL USE RESTRICTIONS AND REQUIREMENTS**

**2.1 Maintenance of Sanitary Services & Utilities:** All water, electrical and septic lines within the boundaries of any Lot shall be maintained in good order and repair by the Owner thereof and any work respecting the repair or maintenance of the same shall be performed with diligence and without any undue disturbance to the occupants or Owner of other Lots except as may be reasonably necessary to accomplish such repair or maintenance work. It being recognized that the utility lines may be owned by third parties, including but not limited to utility companies, the Owners agree to request that any utility company performing repairs or maintenance abide by this same standard.

**2.2 Use of Lots:** Use of all lots within the Development shall be limited to private, single family dwelling and/or accessory outbuildings.



**2.3 Maintenance of Lot:** Each Owner shall maintain their Lot in a neat

and orderly appearance. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of any Lot, nor shall any nuisance odors be permitted to exist or operate upon or arise from the Lot(s), so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the person(s) occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his family, tenants, guests, invite, servants, and agents shall refrain from any act or use of a Lot which could cause disorderly, unsightly, or unkempt conditions which are a nuisance to the occupants of other portions of the Property.

**2.4 Unkempt Lots:** The Architectural Committee shall have the right

at all times, but shall not be under obligation, to enter or hire a Contractor/Landscaper to enter upon all lots of said property to care for, cut the grass upon and remove or destroy weeds and rubbish from any such lot if the owner of the lot thereof shall not have corrected any such condition after receipt of reasonable notice, for the purpose of maintaining an attractive overall appearance for said property; and to charge the owner or owners of the lot the actual cost plus ten per-cent for services rendered in alleviating any such unsightly condition, which charge shall constitute a lien against the property enforceable as provided in the case of dues, assessments and maintenance as provided in the conveyance of said lot of Declarant or as provided in the articles or by-laws of Lekcinton Acres Community Association.



**2.5 Motor vehicles, Trailers, Boats, etc.:** Two operative motor vehicles may be kept or stored outside at all times. Vehicles of guests may be kept outside for a period of two weeks unless permission from the Boards of Directors is granted for a longer period of time. Only one (1) inoperative car, boat, trailer, motor home or other item of equipment may be stored outside or kept on any portion of the property. If more than one inoperative vehicle or item then said item shall be stored inside a garage or separate enclosed storage building.

**2.6 Pets:** Domestic animals are allowed and should be kept at a manageable number so as not to create a nuisance for the neighborhood and community. Owners shall keep their dogs on leash or under voice control when off their own Lot. The Board of Directors for Lekcinton Acres Community Association shall have the authority to manage any concerns or complaints regarding pets and animals within Lekcinton Acres. Commercial kennels are not permissible. Horses are permissible on parcels of 1 acre or greater in size. The area must be kept as clean as possible and free of large accumulations of manure so as to prevent any noxious odors. The Lekcinton Acres Board of Directors shall determine whether other types of animals are permissible and set forth any guidelines regarding the type and number of animals allowed.



### III. IMPROVEMENT STANDARDS

**3.1 Architectural Control:** No permanent building, structure or fences shall be placed or erected upon any Lot of said property which in its construction does not conform to the Skagit County building code and the Uniform Building Code or the State of Washington electrical code. Construction work of all buildings and structures shall be diligently and continuously so that not more than one year elapses from commencement to completion of exteriors.

**3.2 Improvements in General:** All improvements to the Lots shall be designed and completed in a workmanlike and timely manner and in accordance with all applicable rules and regulations.

**3.3 Underground Utilities:** All new utility connections, all telephone and television connections, and all electrical connections shall be located underground throughout Lekcinton Acres

**3.4 Permitted Improvements:** No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any Lot Except (a) one single family dwelling, (b) garages, carports, barns and other building accessory to a single family dwelling, (c) accessory dwelling units consistent with the Skagit County Code.

**3.5 Setbacks:** Setbacks from any property line shall comply with the standards set forth by Skagit County code

**3.6 Mobiles:** No mobile/manufactured homes shall be located on any lot within the Lekcinton Acres.



**3.7 Temporary Buildings:** No temporary building shall be erected, maintained or located upon any Lot except such temporary buildings as may be necessary for the shelter and housing of tools and building equipment during the period of actual construction of any single family dwelling, garage, barn or other outbuilding. No temporary structure, basement, tent, garage or any other outbuildings shall be used on any lot at any time as a dwelling except during the course of construction, whichever is sooner, Provided, however that said temporary building shall be removed immediately upon completion of construction.

**3.8 Fuel Tanks:** No fuel tank shall be maintained above ground unless properly screened in a manner acceptable to Skagit County Code.

**3.9 Outside Fires:** Outside fires may be built and maintained only as permitted by governing authorities of Skagit County and the State of Washington.

**3.10 Refuse - Waste:** No lot shall be used or maintained as a dumping ground for rubbish, waste or junk of any kind, Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**3.11 Nuisances:** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Lekcinton Acres Community Association shall determine what activity is noxious or offensive and such determination shall be conclusive.



**3.12 Use of Firearms and Explosives:** The use of firearms, bows, fireworks and explosives is prohibited. Explosives may be required for construction purposes on said property.

#### **IV. ROAD USE AGREEMENT**

**4.1 Private Roadway:** The private roadway named Lekcin Lane depicted on the face of Lekcinton Acres shall be used and maintained consistent with the provisions contained herein for the benefit of Lots 1 thru 11 of said Lekcinton Acres and as it shall be established in the Articles of Incorporation and/or Bylaws of the Lekcinton Community Association.

**4.2 Maintenance:** The foregoing agreement shall be construed consistent with the following provisions governing maintenance, repairs, drainage and improvements:

- (a) If to repair damage caused in a single incident or identifiable incidents by one Owner, then the costs will be paid by that owner
- (b) If performed for the benefit of one Owner, costs will be paid by that Owner
- (c) If to repair ordinary wear and tear, frost, weather, drainage, flooding, earth movement or similar damage, at the equally shared cost and expense of all of the Lot Owners utilizing the roadway. Any repairs and/or improvements shall be voted upon by Lot Owners with a 75% majority vote.
- (d) In the event that other Lot Owners and/or Contractors, Sub-Contractors and Suppliers begin utilizing the road during the course of construction those Lot Owners shall share equally in the costs of maintenance of Lekcin Lane and the cost of improvements that occur following the commencement of their use.
- (e) Street signs, traffic control and entrance signs in and for Lekcinton Acres shall be the responsibility of all Lot Owners. If any signs are damaged or be illegible, tore down, or stolen, the sign shall be replaced in compliance with Skagit County Standards.



## V. DRAINAGE CONTROL

**5.1 Responsibility:** There exists for the benefit of Lekcinton Acres Drainage Easements which shall be the responsibility of the Lekcinton Acres Homeowner's Association for the maintenance of drainage control serving Lekcinton Acres.

**5.2 Cost Apportionment:** Drainage system improvements, maintenance, financing or cost sharing shall be in a manner determined by the Directors of the Association and shall be apportioned in Equal Shares to owners of all the Lots within the boundaries of Lekcinton Acres. All costs of required maintenance, repair or improvement to said drainage system shall be equally shared by Lots 1 through 11.

## VI. GENERAL PROVISIONS

**6.1 Non-Waiver:** The failure of Lekcinton Acres Community Association or the Declarant or any other person having the right to enforce any of these covenants and restrictions or any particular term or conditions hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant, or Lekcinton Acres Community Association or such other person.

**6.2 Lot Owner - Costs - Assessments:** Each Lot Owner or contract purchaser or person owning an interest in a lot, excluding Declarants covenants for themselves, their heirs, personal representatives, successors and assigns and any lessee or other person using said lot with his or her permission under any arrangement whatsoever that said owner or the described contract purchaser or person having an interest in a lot will pay a pro-rated share of the cost of operation of Lekcinton Acres Community Association.



**6.3 Lekcinton Acres Community Association - a non-profit corporation:** There is hereby established the Lekcinton Acres Community Association (hereinafter referred to as the Association) consisting of all owners of the lots shown on the face of the recorded Lekcinton Acres and the survey map of Lekcinton Acres as now existing, their heirs, successors and assigns. Said association shall be a non-profit corporation, organized under the laws of the State of Washington, the members of which shall be the owners of the Lots, on Lekcinton Acres as now existing. Said Association is hereby created upon the filing/recording of the covenants and recording of Lekcinton Acres. The Association will own and hold to Lekcin Lane and buffers within Lekcinton Acres, establish officers, dues, guidelines, etc. to be enforced by the Association. Said non-profit corporation shall have by-laws which will relate to these protective and restrictive covenants and shall be considered in connection therewith. Each owner of a lot in the above named Lekcinton Acres shall, by virtue of purchasing or contracting to purchase a Lot in said Lekcinton Acres become a member of that certain non-profit corporation known as Lekcinton Acres Community Association or such other name as shall be adopted, which association shall be responsible for the maintenance and repair of the community road, drainage system, common landscaping and common signage in and for said Lekcinton Acres as determined and set forth in the articles of incorporation or by-laws or resolutions of said non-profit corporation; and that said corporation shall be authorized to determine the proportionate share of the costs of the maintenance, repair and replacement and services to or in connection with said community road, drainage system, common landscaping and common signage upon individual lots in Lekcinton Acres and to fix the amount to be charged and/or assessed for such maintenance and repair. The term "assessment" shall include all of the charges referred to in this paragraph and document.



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**6.4 BYLAWS AND FEES:** These Covenants and all lots subjected thereto or benefiting therefrom shall be subjected to Bylaws and/or Articles of Incorporation of the Association. All lot Owners, Except the Declarant, are subject to the Association dues, fees maintenance of road and/or other assessments, as may be established by the Association. Such assessments shall be assumed by subsequent purchasers of said individual lots at the time of sale and closing. The dues shall be due and payable on such date as established by the Board of Directors. Within one month from the date of the annual meeting of the membership, the Association shall cause a statement of the annual dues to be mailed to each member at his address of record with the Secretary. Any dues not paid by the established due date shall thereafter be delinquent with interest at the rate of twelve percent (12%) per annum. Upon becoming delinquent, such dues shall constitute a lien upon the lot against which they have been levied, and the corporation may file a statement of said charges and a lien in the proper offices of Skagit County, Washington. A release of said lien shall be filed by the corporation upon payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the corporation. Said lien may be enforced by the corporation as may any lien on real property under the laws of the State of Washington: and if said lien is foreclosed, the member/owner shall be liable for the costs, disbursements, including reasonable attorney's fees. or the corporation herein, all of which costs, disbursements and fees shall be secured by such lien. Member shall have, nonetheless, first liability for dues whether by accepting the deed to or by executing a contract to purchase, a lot to which unpaid dues are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section. In the event that any member of this corporation fails for a period of 60 days after the delinquency to



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pay the dues, this corporation shall have the power to suspend voting privileges until such bill is paid.

**6.5 Payment of Assessments - Liens - Foreclosure:** Each lot owner , except Declarants, shall pay the amount of such assessment as hereinafter determined to the aforesaid Lekcinton Acres Community within (30) days after the mailing notice of such assessment to lot owner, and the amount of such assessment, together with all expenses, attorney's fees and costs reasonably incurred in enforcing same, shall be paid by the lot owner and shall be a lien upon said lot, and such lien shall be enforced by foreclosure proceedings in the manner provided by law for foreclosures of mortgages, provided only, however, that no proceedings for foreclosure of such liens shall be commenced except upon the expiration of four (4) months from and after the date of mailing said notice (or date of proof of personal service) of assessment as in this section provided.

**6.6 Community Fire Protection:** Fire hydrants and the 15,000 gallon water holding tank on Lot #6 will be maintained and/or repaired at the costs of all Lot owners. In the case of a fire the holding tank must be re-filled with water from the well on Lot #6 within 24 hours following the codes set by the Skagit County Fire Marshall. The electrical cost of refilling the water holding tank will be determined and compensated to Lot #6 owners by the Lekcinton Acres Community Association.

**6.7 Residential Use Only:** No commercial venture or business shall be conducted on any Lot, Excepts in the case of home offices which shall be allowed.



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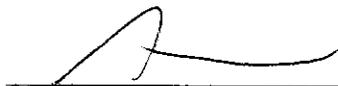
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**6.8 Terms of Covenants - Legal Effect:** These covenants are to run with the land and shall be binding on all parties and all persons. These covenants may be supplemented, relaxed, revoked or amended in whole or in part at any time by an instrument signed by not less than the majority of the owners of Lots within Lekcinton Acres which instrument must be filed for record in the office of the Auditor of Skagit County, Washington.

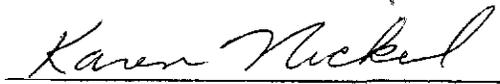
**6.9 Effective Date:** This Declaration shall take effect upon recording.

Dated this 12 day of July, 2005.

**Lekcinton Acres**



Glenn Nickel



Karen Nickel

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STATE OF WASHINGTON  
County of Skagit

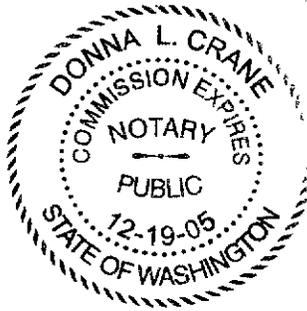
On this date personally appeared before me

Glenn Nickel

Karen Nickel

to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 12<sup>th</sup> day of July, 2005



Donna L. Crane  
Notary Public in and for the State  
of Washington,  
Residing in Skagit County.

my commission expires 12/19/05.



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This document is page 2 of 2 and is attached to  
Terms of Covenants.

dated 7/12/05.