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Skagit County Auditor

2/22/2006 Page

1 of

21 9:30AM

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
TRUMPETER MEADOWS

FIRST AMERICAN TITLE CO.

118765-3
ACCOMMODATION RECORDING ONLY

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR TRUMPETER MEADOWS
LANDMARK BUILDING & DEVELOPMENT,
INC.

GRANTOR:

THE GENERAL PUBLIC
LOTS 1-15 & 35-49, PLAT OF TRUMPETER
MEADOWS, AF # 200510120048

GRANTEE:

ABBREV. LEGAL DESCRIPTION:

SEE ATTACHED

TAX PARCEL NOS.:

P123463

1/15/06

TRUMPETER MEADOWS TAX PARCELS

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4872-000-002-0000 P123464
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200602220046

Skagit County Auditor

TABLE OF CONTENTS

ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE	1
1.1. Identification of Declarant and Property	1
1.2. Identification of Community	1
1.3. Purpose	1

ARTICLE II

DEFINITIONS	1
-------------------	---

ARTICLE III

DEVELOPMENT PLAN, GENERAL THEME AND DEVELOPMENT RIGHTS	3
3.1. Development Plan	3
3.2. General Theme of Community - Amenities	3
3.3. Development Rights	3
3.3.1. Description	3
3.3.2. Procedure for Exercise	4

ARTICLE IV

LOTS	4
4.1. Number and Location in Subdivision and Community	4
4.2. Requirements for Dwellings and Accessory Structures	4
4.2.1. Permitted Dwellings	4
4.2.2. Permitted Accessory Structures	4
4.2.3. Service Yards, Driveways and Retaining Walls	4
4.2.4. Temporary Structures	5
4.3. Height Restrictions, Building Setbacks	5
4.3.1. Height Restrictions	5
4.3.2. View Covenants	5
4.4. Construction on Lots	5
4.4.1. Design Guidelines	5
4.4.2. Approval by Declarant Required	5
4.4.3. Governmental Permits	6
4.4.4. Timing of Construction	6
4.4.5. Landscaping Installation	6
4.4.6. No Deviation from Plans	6
4.4.7. Certificate of Compliance	6
4.5. Upkeep of Lots	7
4.6. Damaged Improvements	7
4.7. Upkeep of Private Drainage Easement Areas By Lot Owners	7

ARTICLE V

PERMITTED USES; ARCHITECTURAL CONTROL	7
5.1. Permitted Uses	7
5.1.1. Residential Use	7
5.1.2. Temporary Structures	7



5.1.3. Vehicle Parking and Use.....	7
5.1.4. Surface Water Run-Off.....	8
5.1.5. Signs	8
5.1.6. Animals.....	8
5.1.7. Noise.....	9
5.1.8. Offensive or Illegal Activity	9
5.1.9. Lighting	9
5.1.10. Compliance with Environmental Laws.....	9
5.1.11. Hazardous Substances	9
5.1.12. Mining	9
5.1.13. Trash	10
5.1.14. Landscaping; Utility Lines.....	10
5.1.15. Fences	10
5.1.16. Open Fires.....	10
5.1.17. Mailboxes and Newspaper Tubes	10
5.1.18. Television and Radio Antennas, Dishes	10
5.1.19. Construction Activities	10
5.1.20. Uses by Declarant.....	11

ARTICLE VI

ARCHITECTURAL CONTROL	11
6.1. Control by Declarant	11
6.2. Design Guidelines	11
6.3. Time for Approval - No Construction Prior to Approval.....	11
6.4. Authority to Grant Variances	11
6.5. Authority to Delegate Review Functions	11
6.6. No Liability for Architectural Review	12

ARTICLE VII

COMPLIANCE WITH LAW AND COVENANTS	12
7.1. Compliance by Owners and Occupants	12
7.2. Enforcement by Declarant.	12
7.3. Enforcement by Lot Owners.....	12
7.3.1. Legal Proceedings.....	12
7.3.2. Costs and Attorney's Fees.....	12

ARTICLE VIII

OWNERS ASSOCIATION MAY BE FORMED	12
8.1. No Community Association.....	12
8.2. Powers of Association.....	13

ARTICLE IX

EASEMENTS AND SPECIAL DECLARANT RIGHTS.....	13
9.1. Easements for Lots and Lot Owners.	13
9.1.1. In General	13
9.1.2. Specific Easement Shown on Subdivision Plat.....	13
9.2. Easement for Utilities.....	13
9.3. Easements for Declarant	13
9.4. Special Declarant Rights	14

(ii)



200602220046

Skagit County Auditor

9.4.1. General Reservation.....	14
9.4.2. Declarant Control Period	14
9.4.3. Legal Status of Special Declarant Rights.....	14

ARTICLE IX

AMENDMENT OF DECLARATION OF COVENANTS	14
10.1. Procedure for Amendment of Declaration of Covenants	14
10.2. Recordation Required.	15
10.3. Amendments by Declarant.....	15

ARTICLE XI

MISCELLANEOUS.....	15
11.1. Severability	15
11.2. Effective Date	15



200602220046
Skagit County Auditor

ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1 Identification of Declarant and Property.

LANDMARK BUILDING & DEVELOPMENT, INC., a Washington Corporation hereinafter referred to as the "Declarant," is the owner in fee simple of the property in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property"). Declarant has acquired the Property from Trumpeter Meadows, LLC [the "Developer"], which created the Plat of Trumpeter Meadows under the provisions of Title 16, Mount Vernon Municipal Code (hereinafter referred to as the "Ordinance"). The Community to be created from the Property hereinafter described shall be known as "Trumpeter Meadows".

1.2. Identification of Community.

These Covenants initially affect only Lots 1-15 & 35-49, Plat of Trumpeter Meadows as recorded under Auditor's File No. 200510120048, records of Skagit County, Washington. When the word "Lot" is used hereinafter, it shall initially mean only one of the above numbered Lots. Such Lots shall be known collectively as "Trumpeter Meadows", which property is also known herein as the "Community". Additional real property, consisting of all the remaining Lots in the Plat of Trumpeter Meadows, may be added to the Community under Development Rights described in Section 3.3.1 hereof.

1.3. Purpose.

This Declaration of Covenants, together with the Subdivision Plat referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE II

DEFINITIONS

2.1 "Architectural Review Coordinator" ('ARC') means the individual designated by the Declarant to coordinate compliance with the Design Guidelines of the Community under Section 6.2 hereof.



200602220046

Skagit County Auditor

2.2. "Community" means all the Property identified in Section 1.2 hereof, and any other land which may be added to the Community under Section 3.3.1 hereof, along with all the improvements constructed therein and all other institutions and things serving the Owners of Lots therein.

2.3. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

2.4. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants, or (b) reserves or succeeds to any Special Declarant Right under the Declaration of Covenants.

2.5. "Declarant control" means the right of the Declarant or persons designated by the Declarant to perform architectural control and enforce provisions of this Declaration of Covenants during the period of time specified in Section 9.4.2 hereof.

2.6. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.

2.7. "Design Guidelines" means the standards developed by the Declarant pursuant to Section 6.2 hereof, and any standards established by the Declarant.

2.8. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City or County in which the project is situated. The term also includes any amendments thereto approved by applicable governmental entities.

2.9. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

2.10. "Future Phase Amendment" means an amendment to this Declaration of Covenants which will be executed and recorded unilaterally by the Declarant concurrently with the creation of each new Phase of Development. The Future Phase Amendment will describe the number and identification of new Lots within the Phase being added to the Community.

2.11. "Lot" means a physical portion of the Subdivision designated for separate ownership, the boundaries of which are depicted on the Subdivision Plat.

2.12. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.13. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.14. "Occupant" means a person lawfully occupying any Lot in the Community; the term includes Lot Owners, family members and tenants of Lot Owners.

2.15. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental subdivision or agency, or other legal entity.



2.16. "Property" or "the Property" means the property within the Subdivision Plat described in Section 1.2 above and all real property which may be from time to time added to the Community by the Declarant under Development Rights described in Section 3.3.1 hereof.

2.17. "Purchaser" means any person, other than the Declarant or a dealer, who by means of a disposition acquires a legal or equitable interest in a Lot other than as security for an obligation.

2.18. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.19. "Special Declarant Rights" means rights reserved for the benefit of the Declarant to: (a) Complete improvements indicated on the Subdivision Plat; (b) maintain sales offices, management offices, signs advertising the Subdivision, and models; (c) use easements through the Community for the purpose of making improvements within the Subdivision; (d) control the development of the Community during its initial stages of development; and (e) exercise any Development Right reserved in Section 3.3.1 hereof. In this Subdivision, Special Declarant Rights are described in Section 9.4 hereof.

2.20. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the high standards of the Community.

ARTICLE III

DEVELOPMENT PLAN, GENERAL THEME AND DEVELOPMENT RIGHTS

3.1. Development Plan.

The Community has been created by the Declarant following the Developer's successful completion of a subdivision process approved by the City of Mount Vernon for the Plat of Trumpeter Meadows. In general, the Community is a "single family" project which will be developed by the Declarant in Phases, as the Declarant acquires additional Lots in the Plat of Trumpeter Meadows from its Developer.

3.2. General Theme of Community - Amenities .

This Community may ultimately include forty-nine (49) Lots, served by public streets, public sanitary and storm sewer systems. The Community has no "common areas". There will be no homeowners association established by the Declarant, but the members of the Community may agree among themselves to form one, as hereinafter provided in Article VIII hereof.

3.3. Development Rights.

3.3.1. Description.

The Declarant reserved Development Rights to facilitate the future development of the Planned Community in several phases, as described below. To accomplish this process of phased



development, the Declarant reserves the rights to construct improvements within the Property, and to add additional Lots to the Planned Community.

(a) Phase 1 in general, consists of the thirty (30) Lots described in Section 1.2 hereof.

(b) Phase 2, in general, could consist of the remaining nineteen (19) Lots which may be acquired from the Developer by the Declarant and added to the Community. This Phase may be subdivided into two or more sub-phases, at the option of Declarant.

3.3.2. Procedure for Exercise.

To exercise the Development Right to add additional Lots to the Community, the Declarant shall execute and record a Future Phase Amendment to this Declaration of Covenants among the land records of Skagit County, Washington.

ARTICLE IV

LOTS

4.1. Number and Location in Subdivision and Community.

The Subdivision contains forty-nine (49) Lots which are depicted on the Subdivision Plat. The location of those Lots and their dimensions are shown on the Subdivision Plat. The Community governed by these Covenants consists initially of only the thirty (30) Lots described in Section 1.2 hereof. All Lots in the Subdivision may ultimately be added into the Community by the Declarant under Development Rights reserved in Section 3.3.1 hereof.

4.2. Requirements for Dwellings and Accessory Structures.

4.2.1. Permitted Dwellings.

No mobile homes, manufactured housing units or modular homes are permitted. One-story Dwellings constructed on any Lot shall have not less than 1,500 square feet of living space, exclusive of porches, patios and garages. Multi-story Dwellings constructed on any Lot shall have not less than 1,700 square feet of living space, exclusive of porches, patios and garages.

4.2.2. Permitted Accessory Structures.

Childrens' playhouses, gardening sheds, and small greenhouses are permitted, in rear yards only.

4.2.3. Service Yards, Driveways and Retaining Walls.

Each Lot shall provide visually screened areas to serve as service yards in which garbage and recycling containers, fuel tanks, gas and electric meters, mechanical equipment and any vehicles, materials, supplies and equipment which are stored outside must be placed or stored in order to conceal them from view from roads or adjacent properties. Such service yards shall be enclosed with approved materials



and must be located contiguous to the dwelling on the Lot. Driveway material shall be only brushed concrete, stamped or exposed aggregate concrete, brick or cement pavers; gravel or other types of surfaces are not permitted. Retaining walls shall be constructed from placed stone or architectural stone substitute, or landscaping timbers.

4.2.4. Temporary Structures.

No structure of a temporary character, and no trailer, shack, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities, and then only during such time periods for construction as provided in Section 4.4.4 hereof.

4.3. Height Restrictions, Building Setbacks.

4.3.1. Height Restrictions.

The height of structural improvements erected on Lots shall be restricted to the lower limit of that required under applicable City ordinances, any applicable building code or other ordinance in effect at the time of application for a building permit therefor, or the following: No structural improvement shall exceed thirty-five (35) feet in height measured by the vertical distance from the average finished grade of the lot on which the structural improvement is constructed to the average height of the highest gable of a pitch or hip roof.

4.3.2. View Covenants.

In addition to the height requirements specified in Subsection (1) above, the Declarant may condition approval of construction within a Lot such that any permitted improvements shall not unreasonably compromise any scenic view visible from dwelling structures constructed on surrounding Lots.

4.4. Construction on Lots.

4.4.1. Design Guidelines.

Design shall be generally consistent with Design Guidelines adopted by the Declarant. The Declarant shall have the authority to adopt more specific Design Guidelines to implement the basic theme contained herein, pursuant to Section 6.2 hereof.

4.4.2. Approval by Declarant Required.

No person other than the Declarant shall make any addition, alteration or improvement in or to any Lot, other than for normal Upkeep or natural landscaping, which is visible from the exterior of the Lot (excluding areas within a building's building envelope which are visible from the exterior only because of the transparency of glass doors, walls or windows), without the prior written consent of the Declarant. No Person shall paint or otherwise alter the exterior of any improvement, including the doors and windows, if such exterior is visible from another Lot or the Common Areas, without the prior written consent of the Declarant. The Declarant shall have the right to construct improvements, and to make alterations or additions. Any addition, alteration or improvement upon any Lot existing in violation of these requirements shall be removed or altered by the Lot Owner to conform to the requirements of this Declaration of Covenants (including the Design Guidelines). See Section 6.2 hereof for further details.



4.4.3. Governmental Permits.

Approval by the Declarant shall not relieve an Owner from the obligation to obtain any required governmental permits. The Owner shall deliver all approvals and permits required by law to the Declarant, as appropriate, prior to the commencement of any construction requiring such approval or permit.

4.4.4. Timing of Construction.

Any person obtaining approval of the Declarant as required by Article VI hereof shall commence construction or alteration in accordance with plans and specifications approved within six months after the date of approval and shall substantially complete any construction or alteration within eighteen months after the date of approval, or within such other period as specified in the approval. Construction shall not be deemed to be completed until the improvement is finished, the Lot has been cleaned of construction debris and the Lot has been landscaped. Notwithstanding the foregoing, the Declarant's approval may provide for a different period during which to commence or complete construction. If any such person does not commence work within six months after approval, or such other time period determined by the Declarant, then approval shall lapse.

4.4.5. Landscaping Installation.

No bare soil shall be permitted to exist during the months of May through September. Landscaping shall be completed within fifteen (15) weeks after initial occupancy, unless required to be installed earlier by the City. The front yard of each home (from the street to the building face) shall be covered with lawns, landscaping, decking and/or paving within five (5) months from commencement of construction of the dwelling. Landscaping shall be installed and maintained so as to present a neat and tidy appearance.

4.4.6. No Deviation from Plans.

Any person obtaining approval of the Declarant shall not deviate materially from the approved plans and specifications without the prior written consent of the Declarant. Such person shall notify the Declarant when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Declarant to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other person.

4.4.7. Certificate of Compliance.

Upon the completion of any construction or alterations in accordance with plans and specifications approved by the Declarant, the Declarant shall, at the request of the Owner thereof, issue a certificate of compliance which shall be *prima facie* evidence that the construction or alteration referenced in such certificate has been approved by the Declarant and has been constructed or installed in compliance with the provisions of this Article. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the Declarant or the quality or soundness of the construction, alterations or improvements. The Declarant may impose a reasonable charge to cover the costs of preparation and inspection.



4.5. Upkeep of Lots.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Lot and its any improvements in good order, condition and repair and shall do all decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. See also Section 8.3.2(g) of this Declaration of Covenants.

4.6. Damaged Improvements.

If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced because of factors beyond the control of the Owner, provided that the Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

4.7. Upkeep of Private Drainage Easement Areas By Lot Owners.

Under the terms of the Subdivision Plat, Upkeep of portions of Lots burdened with private drainage easements shall be the responsibility of the affected Lot Owner(s).

ARTICLE V

PERMITTED USES; ARCHITECTURAL CONTROL

5.1. Permitted Uses.

5.1.1. Residential Use.

The Lots in this Subdivision shall be used for primarily for residential purposes, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses normally incident to such purposes. Portions of a Dwelling may also be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other members of the Community.

5.1.2. Temporary Structures.

No structure of a temporary character, and no trailer, shack, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities, and then only during such time periods for construction as provided in Section 4.4.3 hereof.

5.1.3. Vehicle Parking and Use.



5.1.3.1. General Restrictions.

Subject to the provisions of Subsection (2) hereof, parking of up to two vehicles in driveways shall be permitted. Driveway parking spaces are restricted to use for parking of operable, properly registered automobiles, light trucks and family vans; other items and equipment may be parked or kept therein only if expressly permitted by municipal ordinance. Garage parking spaces are restricted to use for parking of automobiles, motorcycles, light trucks, family vans and other similar vehicles, and for storage of such other items that pose no unreasonable health, safety or fire risks to persons or property. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

5.1.3.2. Recreational and Junk Vehicles.

Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), recreational vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels", off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 10,000 lbs Gross Vehicle Weight Rating) or any other type of vehicle or equipment which exceeds 25 feet in length may not be stored, kept or maintained anywhere on the Property. Occupants are expected to store recreational vehicles off-site, but may park recreational vehicles in the driveway of their Lot for up to 24 hours for purposes of loading and unloading same, in such fashion as will not impede or block other vehicles. Guests of Occupants may park camper-trailers or motor homes in the driveways while visiting Residents if the sidewalk is not blocked in so doing, but only for periods not exceeding two weeks in duration, with each such period separated from another by not less than six months. Failure of an Owner or Occupant to remove such a vehicle or equipment from may result in any or all the procedures and/or remedies available under the Declaration of Covenants.

5.1.4. Surface Water Run-Off.

No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties or the owners thereof.

5.1.5. Signs.

Initially, no sign of any kind shall be displayed to the public view on or from any Lot or the Common Areas; provided that this section shall not apply to Declarant or Declarant's agents, nor shall it be deemed to prohibit the Owner of a Lot from displaying a sign for a period of time in which the Lot is for sale or rent. The Board may by resolution establish further policies regarding signs, to reflect the sentiments of the Community while giving due regard to traditional democratic rights of free speech, religion and expression of Persons owning or occupying Lots in the Community. The Board's judgment in such matters shall be conclusive, except with respect to matters governed by applicable state or federal law.

5.1.6. Animals.

The ownership and keeping of well-behaved dogs, cats and other limited types of species of animals which do not normally leave a Lot is permitted. The owner of any animal maintained within the Community shall keep such animal properly attended and under such owner's control, and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to accumulate anywhere in the Property. Any person who keeps or maintains any animal upon any



portion of the Property shall be deemed to have indemnified and agreed to hold each Lot Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Subdivision.

5.1.7. Noise.

No person shall cause any unreasonably loud noise anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

5.1.8. Offensive or Illegal Activity.

No noxious, offensive or illegal activity shall be carried on in any Lot or Common Areas, nor shall anything be done therein which may be or become an unreasonable source of annoyance or nuisance to other Owners.

5.1.9. Lighting.

Exterior lighting on the Dwellings shall be maintained in accordance with the common scheme for such lighting in Design Guidelines established during initial construction of the Dwellings in the Community. Exterior lighting should be generally unobtrusive and shielded from direct view, so that it does not shine into windows of other Dwellings.

5.1.10. Compliance with Environmental Laws.

Use of the Lots and Common Areas of this Subdivision may be subject to various federal, state and local laws, regulations and guidelines now in effect and/or hereafter enacted, relating to or affecting the Property, concerning the impact on the environment of construction, land use, and the maintenance and operation of structures located thereon. No Lot Owner shall cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of the said laws, regulations or guidelines. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of their expense.

5.1.11. Hazardous Substances.

A person shall maintain or store on or in the Property only such property and materials which may be legally possessed by such person. No person shall improperly store within or release from a Lot or into the Common Areas any petroleum distillates, liquid or aromatic hydrocarbons, medical wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable, toxic, explosive, radioactive, or other type of substance which may be hazardous to either the Community or to the public health or safety, or the health or safety of any lawful occupants of the Community, any and all such substances being known herein as Hazardous Substances.

5.1.12. Mining.

No Lot shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.



5.1.13. Trash.

Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Any such burning shall be conducted only in accordance with the terms of any governmental regulations or required permit. No incinerator shall be kept or maintained upon any Lot.

5.1.14. Landscaping; Utility Lines.

No tree, hedge or other landscape feature shall be planted or maintained in location which obstructs sight-lines for vehicular traffic on public streets. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; of (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Otherwise, the installation of such materials within utility easements shall be encouraged. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

5.1.15. Fences.

Fences may be installed, consistent with the Design Guidelines.

5.1.16. Open Fires.

Open burning is not permitted on the Property, except that outdoor fireplaces, grills and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

5.1.17. Mailboxes and Newspaper Tubes.

Only mailboxes and newspaper tubes meeting Design Guidelines are permitted.

5.1.18. Television and Radio Antennas, Dishes.

Satellite TV antennas/dishes 1 meter or less (approximately 36") in diameter may be installed within a Lot. Larger satellite dishes and other types of reception or transmission antennas may be installed within a Lot only if reasonably screened from view from other Lots and the Common Areas. Ham radio and "citizens band" antennas may be used for transmission purposes only so long as they do not cause interference with electronic equipment of neighboring property owners. .

5.1.19. Construction Activities.

This Section shall not be construed as forbidding any work involved in the construction or Upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Property and (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration of Covenants.



5.1.20. Uses by Declarant.

Nothing in the Declaration of Covenants shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the closing of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this Subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.

ARTICLE VI

ARCHITECTURAL CONTROL

6.1. Control by Declarant.

To assure the health, safety and enjoyment of persons lawfully using any portion of this Community, and to promote visual harmony within the project, the Declarant shall have the power to enforce architectural control over the improvements constructed within the Community, in the manner hereafter provided. The Declarant may regulate the external design, signage, appearance, use and maintenance of the Property in accordance with the provisions of the Declaration of Covenants, and with Design Guidelines and procedures adopted by the Declarant for this purpose. The Declarant shall have the power to impose reasonable application fees to evaluate any additions or changes to a Dwelling proposed by an Owner. Such fees shall be specially assessed against the affected Owner.

6.2. Design Guidelines.

The Declarant may promulgate or modify Design Guidelines for the Community at any time prior to the sale of the last Lot in the Subdivision. Design Guidelines approved by the Declarant shall be enforceable as if set forth herein in full.

6.3. Time for Approval - No Construction Prior to Approval.

The Declarant shall approve or disapprove plans, specifications and details within fourteen (14) days of receipt thereof. If the Declarant fails to respond such period, then the plans shall be deemed approved. No construction activity may commence prior to such approval.

6.4. Authority to Grant Variances.

The Declarant shall have the authority, either by act or omission, to waive enforcement of or grant variances from any written Design Guidelines without a specific finding that enforcement of such guidelines would impose an unfair burden on such Owner. Upon approval of any specific variance or exception from the requirements of the Design Guidelines, all development conforming to such variance or exception shall be deemed lawful.

6.5. Authority to Delegate Review Functions.



The Declarant may designate an individual or a Committee known as the "Architectural Review Coordinator" ('ARC') to coordinate compliance with the Design Guidelines of the Community.

6.6. No Liability for Architectural Review.

Neither the Declarant nor the ARC shall be liable to any party for any good faith action or failure to act under the provisions of this Declaration of Covenants.

ARTICLE VII

COMPLIANCE WITH LAW AND COVENANTS

7.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Declaration of Covenants. All remedies available in this Article may be enforced against any tenant or other Occupant of a Lot.

7.2. Enforcement by Declarant.

The Declarant shall have primary responsibility for maintaining architectural control and enforcing compliance with the covenants, conditions and restrictions contained in this Declaration of Covenants during the Declarant Control Period described in Section 9.4.2 hereof.

7.3. Enforcement by Lot Owners.

7.3.1. Legal Proceedings.

Failure to comply with any of the terms of the Declaration of Covenants shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, or any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by any aggrieved Lot Owner, including the Declarant, and shall not constitute an election of remedies.

7.3.2. Costs and Attorney's Fees.

The prevailing party in any such proceeding shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with any such legal proceeding.

ARTICLE VIII

OWNERS ASSOCIATION MAY BE FORMED

8.1. No Community Association.



Initially, there shall be no homeowners association, and management of the Community shall be by the Declarant as provided herein. Following the termination of the Declarant Control Period, the Owners by vote or written agreement of Owners of at least 60% of the Lots in the Subdivision, may elect to create such an association, which should be promptly incorporated as a nonprofit miscellaneous and mutual corporation following such vote or agreement, using the services of a community association lawyer to accomplish the incorporation. The rights and obligations of the members and of the Association, whether incorporated or not, shall be governed by the provisions of the Homeowners Association Act, Chapter 64.38 RCW, and of this Declaration.

8.2. Powers of Association.

Any such association shall have, through its Board of Directors, all powers available to homeowners associations under the Homeowners Association Act, and such additional powers as may be prescribed in bylaws of the association. Such powers would include enforcement rights described in Section 6.3 hereof, along with the right to assess Owners for the costs of such proceedings and other common expenses. This Declaration should be amended concurrently with such incorporation, to describe in greater detail what the association's powers and authority will be.

ARTICLE IX

EASEMENTS AND SPECIAL DECLARANT RIGHTS

9.1. Easements for Lots and Lot Owners.

9.1.1. In General.

Each Lot has an easement in and through each other Lot as may be necessary for utilities and for lateral and/or subjacent support.

9.1.2. Specific Easement Shown on Subdivision Plat.

Easements shown on the Subdivision Plat are hereby dedicated, declared and established. Any easement shown on the Subdivision Plat which benefits one or more Lots in the Project, or which benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property. Reference should be made to the Subdivision Plat.

9.2. Easement for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant.

9.3. Easements for Declarant.



The Declarant reserves to itself and its any lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Community or for exercising Special Declarant Rights.

9.4. Special Declarant Rights.

9.4.1. General Reservation.

The Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Community: To exercise any Development Right reserved in Section 3.3.1 hereof; to complete any improvements indicated on the Subdivision Plat filed with the Declaration of Covenants; to exercise any Development Right reserved by the Declarant in this Declaration of Covenants; to maintain sales offices, management offices, signs advertising the Community, and models on the Property, all in such location or locations as the Declarant may unilaterally determine; to use easements through the Community for the purpose of making improvements within the Subdivision; and to control the Community during the Declarant Control Period described in Section 9.4.2 below.

9.4.2. Declarant Control Period.

The Declarant has reserved the right to exercise architectural control over the Community, and to enforce this Declaration of Covenants for a period of time not to exceed seven (7) years, subject to the following limitations: The Declarant Control Period shall terminate sixty days after conveyance of the last Lot which may be created in the Community to an Owner other than the Declarant.

9.4.3. Legal Status of Special Declarant Rights.

Each Special Declarant Right reserved by Declarant in this Declaration of Covenants has been, is and shall remain an equitable servitude burdening all lands subject thereto and running with such lands. Each Special Declarant Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any successor declarant. Declarant has and shall retain, with respect to each Special Declarant Right, a power coupled with Declarant's interest in said lands.

ARTICLE IX

AMENDMENT OF DECLARATION OF COVENANTS

10.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration of Covenants, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 9.3 hereof, amendments may be adopted only the vote or agreement of Owners of least sixty percent (60%) of the Lots in the Community. If an association has been formed at such time, the amendment when adopted shall bear the acknowledged signature of the president of the association. If no association has been formed, then the Amendment must bear the acknowledged signatures of all such Owners.



10.2. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Subdivision and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

10.3. Amendments by Declarant.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants and to the Subdivision Plat for so long as the Declarant is the Owner of any Lot in the Community or until the expiration of the time limit for the exercise of any Development Rights or Special Declarant Rights reserved by the Declarant.

ARTICLE XI

MISCELLANEOUS

11.1. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act and furthers the common plan of this Subdivision


11.2. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this 17th day of FEBRUARY, 2006.

DECLARANT:
LANDMARK BUILDING & DEVELOPMENT, INC.

By


ROBERT J. KORTHUIS, ITS
VICE PRESIDENT



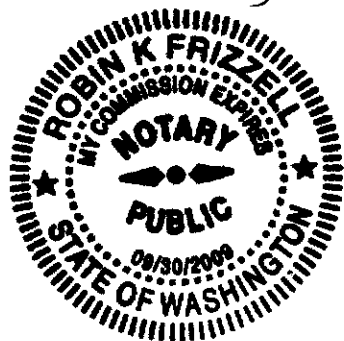
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that
ROGER KORTHUIS 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 the Vice President of the Declarant,
LANDMARK BUILDING & DEVELOPMENT, INC., to be the free and voluntary act
of such party for the uses and purposes mentioned in the instrument.

DATED: February 17, 2006



Robin K. Frizzell
NOTARY PUBLIC for the State of
Washington. My Commission
Expires 9-30-2009

