

WHEN RECORDED RETURN TO:

Jay Overway
13341 Bridgeview Way
Mount Vernon, WA 98273



200605310237
Skagit County Auditor

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Chicago Title Insurance Company

425 Commercial Street – Mount Vernon, Washington 98273 IC39142/IMV1838

DOCUMENT TITLE(s):

1. **DECLARATION OF RESTRICTIVE COVENANTS**

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of the document

GRANTOR(s):

1. **JAY H. OVERWAY**
2. **NANCY C. OVERWAY**
3. **LARRY QUESNELL**

Additional names on page _____ of the document

GRANTEE(s):

1. **PROPERTY OWNERS**

Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

**Lots 1 – 4, Skagit County Short Plat No. PL05-0109, being a ptn
SW, Sec. 32, T35N, R3E, W.M.**

Complete legal description is on page 2 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

350332-3-030-0100/P123772
360332-2-030-0200/P123773

350332-3-030-0300/P123774
350332-3-030-0400/P123775

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to
verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING RETURN TO:

Jay Overway
13341 Bridgeview Way
Mount Vernon, WA 98273

Grantor.	Overway, Jay; Overway, Nancy; Quesnell, Larry
Grantee.	Overway, Jay; Overway, Nancy; Quesnell, Larry Present and future owners of Lots 1-4, Short Plat No. PL05-0109, AFN 200511180020 Public
Abbrev. Leg.	Lots 1-4, Short Plat No. PL05-0109, AFN 200511180020 Ptn of Lots 1 & 2, Short Plat No. 90-40, AFN 9008230031 Ptn of SW ¼ of Sec. 32, T35N, R3E, WM
Tax Acct. Nos.	350332-0-028-0105/P90452 and 350332-0-028-0300/P103831

**DECLARATION OF
RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants is made by Jay H. Overway and Nancy C. Overway, husband and wife, and Larry Quesnell, a single man:

RECITALS

A. Jay H. Overway and Nancy C. Overway, husband and wife, and Larry Quesnell, a single man (hereafter referred to as "declarants" or "Overway and Quesnell") are owners of property fully described below (hereafter referred to as "Starvation Ridge" or "the property"):

Lots 1, 2, 3, and 4, Skagit County Short Plat No. PL05-0109, approved November 15, 2005, and recorded November 18, 2005, under Auditor's File No. 200511180020, records of Skagit County, Washington;
Being a portion of Lots 1 and 2 of Skagit County Short Plat No. 90-40, recorded under Auditor's File No. 9008230031, records of Skagit County, Washington; and,
Being a portion of the Southwest Quarter of Section 32, Township 35 North, Range 3 East, W.M.

Situate in Skagit County, Washington.

B. The declarants desire to subject said Lots 1 through 4 of the Starvation Ridge short plat to restrictions and covenants set forth herein for to protect the value and desirability

StarvationRidgeCovenants

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of the property, and also the value and desirability of adjoining real property owned by the declarant Quesnell.

THEREFORE, to accomplish the foregoing purposes, the declarants hereby publish and declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the following covenants and restrictions, which shall run with the land and be a burden upon and benefit to the declarant and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

(1) Residential use. Lots are restricted to single family residential use. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or other business be kept or stored on any lot.

(2) Dwelling restrictions. No mobile homes, prefabricated homes or pre-manufactured homes, or modular homes shall be located on any lot either on a temporary or permanent basis. No temporary structure, trailer, basement, tent, shack, garage, barn, or any other out-building, shall be used on any lot as a residence either temporarily or permanently. All structures must comply with Uniform Building Codes as adopted by Skagit County.

(3) Dwelling size. The ground floor area of any dwelling shall be at least 1,800 square feet, exclusive of garages and open areas.

(4) Construction. All structures shall be of new construction, with concrete foundation and on-site "stick built" construction. No construction shall be commenced until a building permit is obtained. Roofing shall be composite, shake, tile, or metal, with quality guarantee of thirty (30) years or more.

(5) Completion of Construction. Any dwelling or structure constructed on any lot shall be completed, including painting and exterior appearance within twelve (12) months from the date construction started. If inclement weather prevents completion within twelve months, the owner may apply to the Architectural Control Committee for an extension, not to exceed an additional six months.

(6) Architectural Control Committee. There shall be an Architectural Control Committee (ACC), with initial membership consisting of the declarants, JAY OVERWAY, Nanci Overway, and Larry Quesnell. The plans for all dwellings, garages, outbuildings, fences, and other structures must be submitted to the committee for approval/disapproval. If the committee fails to disapprove any plan within thirty days of submission to the committee, the plan will be deemed to have been



approved. The initial members shall serve until initial construction is complete on all lots within the subdivision, or as long as they own lot(s) within the subdivision. Upon withdrawal of any member of the committee, his or her replacement shall be appointed by the withdrawn member, if he or she is one of the original declarants, or upon majority vote of the owners of the lots. For purposes of this and any other votes required under these covenants, each lot shall have one vote, regardless of the number of owners for the lot.

(7) Nuisance. No noxious or offensive activity shall be carried on any lot, nor shall anything be done or maintained on any lot which may be or may become an annoyance or nuisance to any owner's use and enjoyment of his or her lot.

(8) Derogation of laws. No owner or occupant of any lot shall carry on any activity of any nature on any lot that is in derogation of or in violation of the laws of the State of Washington, Skagit County, or any other applicable municipality or governmental body.

(9) Garbage. No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal out of public view.

(10) Vehicles in disrepair. No owner shall permit any vehicle that is in a state of disrepair to remain parked in front of the residential dwelling on any lot for a period exceeding forty-eight (48) hours. A vehicle will be deemed to be in a state of disrepair when it has not been moved for a period of forty-eight (48) hours and it is not operable in current condition. All such vehicles must be parked within an enclosed garage or carport.

(11) Off road vehicles. No off road vehicles, dirt bikes, "quad runners" or similar vehicles shall be operated within Starvation Ridge. All vehicles, other than garden tractors or similar maintenance machinery and equipment, shall be licensed for highway use.

(12) Parking. All boats, trailers, motorcycles, campers, motor homes, recreational vehicles, or trucks (other than "pick-up" type trucks) must be parked within an enclosed garage or carport. No parking is permitted on the access road or cul de sac. All vehicles must be parked on private driveways, garages, or carports. However, a camper, motor home, recreational vehicle, or similar vehicle, owned by the guest(s) of an owner may be parked outside, on the owner's lot, for a period not to exceed fourteen (14) days while visiting an owner.

(13) Maintenance of structure and grounds. Each owner shall maintain his or her lot in a clean and attractive condition and shall keep the buildings thereon painted and the lawn mowed.



(14) Landscaping. Front yard landscaping must be completed within six months of issuance of the final occupancy permit. If inclement weather prohibits completion of initial landscaping within that time frame, the owner may apply to the Architectural Control Committee for an extension, not to exceed an additional six months. Vegetation in non-landscaped "pasture" or open areas must be maintained at a height of not more than six inches.

(15) Fencing. No fencing is permitted within the east fifty (50) feet of Lot 4. Fences and hedges shall not exceed six (6) feet in height.

(16) Maintenance of road, ditch and drainage swale. The owners shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished for the private road, drainage ditch and swale. It is understood that the maintenance and repair of said drainage road is for the benefit of all property owners and the property of any such owner failing to pay his proportionate share as provided for herein shall be subject to a lien, an assessment for the proportionate share of such costs; and any other property owner paying the share of a benefited property owner, who fails to pay the same, shall be entitled to a lien again his property which may be foreclosed in the manner provided by law, together with all costs and expenses of any such foreclosure. Any individual owner may make such improvement or maintenance to said road, as they so desire. However, such expense will only be proportionately charged to the other owners, if that improvement or maintenance has been approved by a sufficient number of the remaining parcel owners to obtain a majority. Each property shall be entitled to one vote regardless of the number of owners of the parcel. The proportionate share of said property owner shall be established by dividing the number of benefited individual parcels into the cost of maintenance and repair of the road

(17) Tanks. All propane, oil, or other storage tanks to be concealed with landscaping, fence, or hedge or structure.

(18) Antennas. No external antennas allowed except for set dishes 36-inches or smaller in diameter.

(19) Utilities. All utilities to be kept underground. No outdoor overhead wire or service drop for distribution of electric energy or for telecommunications purposes, nor any pole tower or other structure supporting overhead wires shall be erected, placed or maintained within the property.

(20) No clotheslines, washing, rags, clothing, apparel, or any other article shall be hung from the exterior of any structure or on any lot so as to be visible from the adjoining lots.



(21) Any damage to streets, plat improvements, fences, landscapes, mailboxes, lights and lighting standards, or any improvement within the common area of the plat by lot owners or any of their children, contractors, agents, visitors, or friends and relatives, or service personnel, shall be repaired and restored to like new conditions by such owner within two weeks from the day of the damage.

(23) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept for commercial purposes on any lot. Dogs and cats may be kept provided they are confined to the owner's lot and are not allowed to become a nuisance to other lot owners.

(24) View protection. It is the intent of the declarants that all construction and landscaping within Starvation Ridge be undertaken with the purpose of protecting the views of the owners. Planted trees must be pruned so as not to obscure or block view of adjoining owners. Trees within the landscaped area adjoining a residence should be maintained at or below the maximum allowable height for the residence.

(25) Enforcement by declarant. The declarant shall have no obligation to enforce or seek enforcement of the covenants and restrictions contained herein and shall have no liability for their enforcement or nonenforcement.

(26) Covenants to run with the land. The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal representatives, heirs and assigns.

(27) Enforcement. Each lot owner, including the declarant if the declarant is a lot owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter.

(28) Attorney's Fees. In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

(29) Amendment. This declaration may be amended, or new covenants or restrictions added, if approved by the owners of seventy-five percent of the lots. Any such amendment or addition must be executed and acknowledged by the owners of seventy-five percent of the lots and recorded with the county auditor. The amendment shall be effective upon recordation.



(30) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall have no effect on any of the remaining provisions, which shall remain in full force and effect.

DATED 5-26-06, 2006


JAY H. OVERWAY


NANCI C. OVERWAY

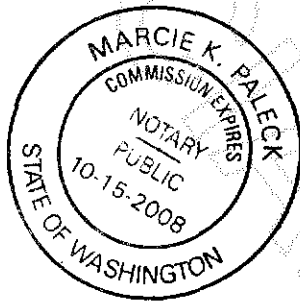

LARRY QUESNELL



STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JAY H. OVERWAY and NANCI C. OVERWAY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 26, 2006.



Marcie Paleck
Print name: MARCIE K. PALECK
NOTARY PUBLIC in and for the State of
Washington, residing at: Mount Vernon

My appointment expires: October 15 2008

STATE OF WASHINGTON)
 : SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that LARRY QUESNELL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 26, 2006.



Marcie Paleck
Print name: MARCIE K. PALECK
NOTARY PUBLIC in and for the State of
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