

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
RKSJ, LLC
6067 Central Avenue
Anacortes, WA 98221



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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor (s) RKSJ, L.L.C., a Washington limited liability company
Grantee (s) THE PUBLIC
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: LOT 1 & LOT 2 SP PL04-0556
Additional Legal on page(s) SEE EXHIBIT A
Assessor's Tax Parcel No's: P124147, P124148

DECLARATION OF COVENANTS. CONDITIONS, EASEMENTS AND RESTRICTIONS FOR PANGEA VISTA I

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 Pangea Vista I Short Plat, described in Appendix "A" Parcels "A" and "B", attached hereto. The undersigned agree and declare 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 lands, their instrument shall be binding upon all parties having or acquiring any right, 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.

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1. ARTICLE 1 - DEFINITIONS:

1.1. In this declaration, unless the context requires otherwise, the following definition will apply.

"Development or Subdivision" shall mean Lots 1 & 2 Skagit County Short Plat No. PL-04-0556 approved February 16, 2006 and recorded February 21, 2006 under Skagit County Auditor's File Number 200602210059, Records of Skagit County, Washington.

1.2. "Land" means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock or other substance, and includes free or occupied space for an indefinite distance upwards as well as downward, subject to the limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of the State of Washington or the United States.

1.3. "Lot" shall mean and refer to any plot of land intended for sale by Declarant to the public as indicated on the recorded plat or subdivision map of the development with the exception of public and private roadways.

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

1.5. "Declarant" shall mean and refer to RKSJ, L.L.C., its successors and/or assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

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

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



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2. ARTICLE 2 - RESIDENTIAL COVENANTS

2.1. The following covenants are hereby imposed upon the use and ownership of the lots in Pangea Vista I, Parcels "A" and "B" described in Appendix "A" attached hereto.

2.2. **Residential Use.** No lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories (30 feet) in height. One accessory building may be erected for purposes such as a private swimming pool, or a shelter or port for the protection of such swimming pool, storage of a boat and/or camping trailer kept for the personal use or for workshop, storage or other such use. However, accessory buildings are only allowed on the conditions that the location of such structure is in conformity with the applicable governmental regulations, is compatible in design and decoration with the residence constructed on such lot (specifically utilizing siding and construction of same color, materials and design as the residence located on the lot), does not exceed a footprint square footage greater than 50% of the footprint square footage of the residence located on the lot and does not unreasonably obstruct or obscure the view of another owner. Property owners shall provide off street parking for their personal recreational vehicles. Accessory buildings may only be erected after or simultaneous with completion of a residence upon the lot. No mobile homes or prefabricated modular homes of any kind may be located upon any Lot.

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 and to use any single family as a sales office or model home for the purpose of sales of residences in Pangea Vista I. The provisions of this section shall not be deemed to prohibit the construction or use of a mother-in-law apartment which is wholly contained within the footprint of the dwelling described above.

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

2.3.1. The ground floor area of a one-story dwelling, exclusive of open porches and garages, shall be a minimum of 1800 square feet.

2.3.2. The finished living area of a structure more than one-story (such as two stories, multi-level, split level, tri-level, etc.), shall be a minimum of 2000 square feet, exclusive of open porches and garages.

2.4. **Building Setbacks.** No residence shall be located on any lot nearer than twenty (20) feet to the front lot line, nearer than twenty-five (25) feet to the rear lot line or nearer than five

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(5) feet to a side lot line.

2.5. Easements. Easements for installation and maintenance of utilities and drainage, and irrigation facilities, are reserved as shown on the recorded plat and in all other documents recorded after the date of the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such utilities, or which may change the direction of flow of water through a drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on any lot and all improvements in it shall be maintained continuously by the lot owner.

2.6. Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding on any lot shall be used as a residence, either temporary or permanent, at any time other than during construction of a residence on the Lot. During construction of a residence, Owners may reside in a trailer or recreational vehicle located on the lot. In no event shall such temporary living arrangements be utilized for a period of longer than 2 years.

2.7. Fences and Hedges. No fence shall exceed six (6) feet in height from the finished lot grade. Side yard fences shall not project beyond the front walls of any dwelling or garage except at entry as installed by developer. No chain link fencing may be used. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences. Retaining walls: nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.

2.8. Propane Tanks. All liquid propane tanks or other such item shall be shielded from view by burial or by a wood fence, enclosure of similar siding, color and design as the residence or greenscreen of adequate height and density so that no part of the propane tank or other such item is visible to any other owner or from any public road or location.

2.9. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, through noise, dust, emission, sight or smell, an annoyance or a nuisance in Pangea Vista I.

2.10. Business and Commercial Uses. No trades, crafts, business, professions, commercial or similar activity of any kind shall be conducted in Pangea Vista I, 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 homebuilder may store construction materials and equipment on said lots in the normal course of said construction.

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2.11. Signs. No sign of any kind shall be displayed to the public view on any lot or improvement, except one professionally made sign of not more than six square feet advertising the property for sale. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner, or placement of a sign by the developer, which signs must comply with the local sign ordinances. This restriction shall not apply to signs used by the developer, builders, realtors or agents during the original construction and sales of residences.

2.12. Parking. No more than one boat, trailer, motorcycle, truck, truck-camper and like equipment may be parked or stored on any part of any lot or on public ways adjacent thereto except within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any lot for more than forty-eight (48) hours.

2.13. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in a manner which creates a nuisance or unreasonable disturbance to the other owners. No animals, livestock or poultry may be kept, bred or maintained for any commercial purposes. No lot owner shall cause, permit or allow any dog owned by or in his custody to roam, run, or be away from the premises of such owner or custodian. A lot owner may stable and/or pasture horses on the lot owner's property as long as the lot owner takes all reasonable steps to minimize odors, insects and pests related to the presence of the horse(s).

2.14. 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. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

2.15. Antennae and Service Facilities. Exterior antennae shall not be permitted to be placed upon any lot or on the roof of any structure. This shall include but not be limited to dish antennae or satellite receivers exceeding three (3) feet in diameter.

2.16. Driveway. Driveways for all residences shall be constructed of crushed rock, concrete, exposed aggregate or asphalt and shall be constructed so that they extend outward from the lot a sufficient distance to join the paved portion of Singe Place. All driveways shall be maintained to present an attractive appearance and to reasonably minimize dust.

2.17. Window Covering. Standard curtain materials or blinds only will be permitted as window covering. At no time are blankets, sheets, tar paper, foil, etc., to be placed in

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windows.

2.18. **Clothes Lines, Other Structures.** No clotheslines or other structure of a similar nature not specifically addressed by these covenants shall be visible from Cedarcrest Lane.

2.19. **Firearms.** No discharge of firearms shall be allowed on any lot.

3. **ARTICLE 3. ENFORCEMENT.** The developer and lot owners of Parcels "A", "B" and "C" described in Appendix "A" attached hereto 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 developer or any lot owner 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.

3.1. **Effect of Breach on Mortgage.** The breach of any of these covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value affecting any lot or lots or portions of lots in Pangea Vista I.

3.2. **Waiver.** No delay or omission of any kind on the part of the developer or the owners of Parcels "A", "B" and "C" described in Appendix "A" attached hereto, in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the covenants in this declaration. No right of action shall accrue against the developer or the owners of lots in Parcels "A", "B" and "C", for or on account of their failure to bring any action to enforce these covenants.

3.3. **Extent of Remedies.** These covenants are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be available.

4. **ARTICLE 4 - AMENDMENT**

4.1. This declaration may be amended or repealed only by duly recording a written instrument which contains unanimous agreement providing for termination, revocation or amendment which is signed by all of the lot owners of Parcels "A", "B" and "C" described in Appendix "A" attached hereto.

5. **ARTICLE 5 - COVENANTS RUNNING WITH THE LAND**

5.1. The covenants, conditions, easements and restrictions contained in this declaration

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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.

6. ARTICLE 6 - NOTICES

6.1. 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 mailing address shown for the lot on the Skagit county assessor's records.

7. ARTICLE 7 - SEVERABILITY

7.1. 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.

8. ARTICLE 8 - INTERPRETATION

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



9. ARTICLE 9 - EFFECTIVE DATE.

9.1. This declaration shall take effect upon recording with the Skagit county recorder.

Dated this 21st day of June, 2006.

RKSJ, L.L.C.

By:

Earl Roger Noar
EARL ROGER NOAR, MANAGER

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that EARL ROGER NOAR 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 MANAGER of RKSJ, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated:

June 21st 2006
Kimberly Ann Kane
(Signature)

NOTARY PUBLIC

Kimberly Ann Kane

Print Name of Notary

My appointment expires July 19, 2010

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APPENDIX "A" - LEGAL DESCRIPTION

Parcel A:

LOT 1 SKAGIT COUNTY SHORT PLAT NO. PL-04-0556 APPROVED FEBRUARY 16, 2006 AND RECORDED FEBRUARY 21, 2006 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200602210059, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO EASEMENTS, ENCUMBRANCES, RESTRICTIONS, COURT ACTIONS AND ALL MATTERS OF RECORD. SITUATE IN SKAGIT COUNTY, WASHINGTON.

Parcel B:

LOT 2 SKAGIT COUNTY SHORT PLAT NO. PL-04-0556 APPROVED FEBRUARY 16, 2006 AND RECORDED FEBRUARY 21, 2006 UNDER SKAGIT COUNTY AUDITOR'S FILE NUMBER 200602210059, RECORDS OF SKAGIT COUNTY, WASHINGTON. SUBJECT TO EASEMENTS, ENCUMBRANCES, RESTRICTIONS, COURT ACTIONS AND ALL MATTERS OF RECORD. SITUATE IN SKAGIT COUNTY, WASHINGTON.

Parcel C:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 1 EAST, WEST OF THE WILLAMETTE MERIDIAN, SKAGIT COUNTY WASHINGTON; EXCEPTING THEREFROM SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER THAT PORTION LYING WITHIN THE BOUNDARIES OF SHORT PLAT 17-75, AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 36, AUDITOR'S FILE NO. 817573. SUBJECT TO EASEMENTS, ENCUMBRANCES, RESTRICTIONS, COURT ACTIONS AND ALL MATTERS OF RECORD. SITUATE IN SKAGIT COUNTY, WASHINGTON.

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