

FILED AT REQUEST OF:

Name: _____

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200608180006

Skagit County Auditor

8/18/2006 Page

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3 8:49AM

Grantor. Haynes, Robert P., and Haynes, Faith Sharron
Grantee. Haynes, Robert P., and Haynes, Faith Sharron
Public
Abbrev.Leg. Lots 2A and 2B, Short Plat PL04-0821, AFN 200602280139
Ptn of NE ¼ of Sec. 8, T34N, R2E, WM
Tax Parcel Nos. 340208-1-007-0200/P124150; 340208-1-007-0300/P124151

DECLARATION OF RESTRICTIVE COVENANTS

This declaration of restrictions and covenants is made this 17th day of August 2006, by Robert P. Haynes and Faith Sharron Haynes, husband and wife.

RECITALS

Robert P. Haynes and Faith Sharron Haynes, husband and wife, hereafter "Declarants," are owners of real property in Skagit County, Washington, described as follows:

Parcel A

Lot 2A, Skagit County Short Plat No. PL04-0821, recorded February 28, 2006, under Auditors' File No. 200602280139, records of Skagit County, Washington;

Being a portion of the Northeast Quarter of Section 8, Township 34 North, Range 2 East, W.M.

Situate in Skagit County, Washington

Parcel B

Lot 2B, Skagit County Short Plat No. PL04-0821, recorded February 28, 2006, under Auditors' File No. 200602280139, records of Skagit County, Washington;
Being a portion of the Northeast Quarter of Section 8, Township 34 North, Range 2 East, W.M.

Situate in Skagit County, Washington

The declarant desires to subject said Lot 2A, described above, to restrictions and covenants set forth herein to protect the value and desirability of the property referenced above (Lots 2A and 2B of Short Plat PL04-0821).

THEREFORE, to accomplish the foregoing purposes, the declarants hereby publish and declare that the above described Lot 2A, Short Plat PL04-0821 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 declarants 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) No mobile homes, prefabricated homes, premanufactured, or modular homes shall be located on said Lot 2A either on a temporary or permanent basis. All construction shall be on-site, "stick-built" construction.

(2) 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.

(3) Enforcement. Present and future owners of Lot 2B, including the declarant if the declarants are the owners, 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.

(3) 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.



(4) Severability. Invalidation of any one of these covenants or restrictions by judgment, court order, or violation of government regulations governing development and use of real property, shall have no effect on any of the remaining provisions, which shall remain in full force and effect.

Robert P. Haynes
Robert P. Haynes

Faith Sharron Haynes
Faith Sharron Haynes

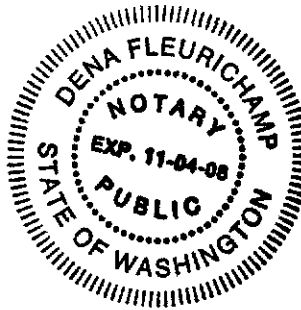
STATE OF WASHINGTON)

: ss.

COUNTY OF SKAGIT)

On this day personally appeared before me Robert P. Haynes and Faith Sharron Haynes, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of August, 2006.



Dena Fleurichamp
Print Name: Dena Fleurichamp
NOTARY PUBLIC in and for the State of Washington,
residing at Sedro Woolley

My commission expires: 11/4/2008

