

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Cavanaugh Vistas LLC
227 Freeway Drive, Suite B - P.O. Box 336
Mount Vernon, Washington 98273



200612080123
Skagit County Auditor

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Grantor (s) CAVANAUGH VISTAS, 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 & LOT 3 OF SP 05-0919;
Lot A, "PLAT OF CAVANAWOOD SUBDIVISION NO. 1"
Additional Legal on page(s)
Assessor's Tax Parcel No's:

THIS DECLARATION made and entered into this 8th day of December, 2006, by
CAVANAUGH VISTAS, L.L.C., a Washington limited liability company, (hereinafter
"Declarant" or "Developer"), as owner of the following described land, situated in Skagit
County, Washington

Lots 1, 2 & 3 of Skagit County Short Plat SP 05-0919 approved December 8,
2006, and recorded on the 8th day of December 8, 2006, under Auditor's File
No. 200612080121, Records of Skagit County, Washington
(hereinafter referred to as the ("subject property")).

TOGETHER WITH:

Lot A, "PLAT OF CAVANAWOOD SUBDIVISION NO. 1" as per plat
recorded in Volume 6 of Plats, page 33, records of Skagit County,
Washington.

TOGETHER WITH:

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UNRECORDED
THAT PORTION OF LOT "B" PLAT OF CAVANAWOOD
SUBDIVISION NO. 1", AS PER THE PLAT RECORDED IN VOLUME
6 OF PLATS, PAGE 33, RECORDS OF SKAGIT COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SAID
VACATED ROAD AND NORTH SHORE DRIVE; THENCE SOUTH
47 DEGREES 19'50" EAST (PLAT BEARING = SOUTH 47 DEGREES
19' EAST) ALONG THE CENTERLINE OF SAID VACATED ROAD A
DISTANCE OF 187.20 FEET TO THE BEGINNING OF A CURVE TO
THE LEFT HAVING A RADIUS POINT BEARING NORTH 42
DEGREES 40'10" EAST AT A DISTANCE OF 420.69 FEET; THENCE
ALONG SAID URVE AN ARC DISTANCE OF 148.44 FEET
THROUGH A CENTRAL ANGLE OF 20 DEGREES 13'00" TO THE
TRUE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES
27'10" WEST A DISTANCE OF 30.00 FEET TO THE MOST
NORTHERLY CORNER OF SAID LOT B; THENCE CONTINUING
SOUTH 22 DEGREES 27'10" WEST ALONG THE
NORTHWESTERLY LINE OF SAID LOT B A DISTANCE OF 59.18
FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT B AND
NORTH RIGHT OF WAY MARGIN OF NORTH SHORE DRIVE;
THENCE SOUTH 46 DEGREES 19'21" EAST ALONG SAID RIGHT
OF WAY MARGIN OF NORTH SHORE DRIVE A DISTANCE OF
62.71 FEET; THENCE NORTH 22 DEGREES 27'10" EAST A
DISTANCE OF 81.88 FEET TO THE CENTERLINE OF SAID
VACATED ROAD; THENCE NORTH 67 DEGREES 32'50" WEST
ALONG SAID CENTERLINE OF VACATED ROAD A DISTANCE OF
58.46 FEET TO THE TRUE POINT OF BEGINNING

TOGETHER WITH:

That portion of County Road vacated by Commissioner's Resolution No.
R20020256, recorded July 24, 2002 under Auditor's File No.

200207240027, records of Skagit County, Washington, which attaches by
operation of law.

All situate in Skagit County, Washington

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. This 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.

1.2. "Development, Subdivision, "Plat" or "Short Plat" shall mean Lots 1,2 & 3 of Skagit County Short Plat No. SP 05-0919. "Development, Subdivision, "Plat" or "Short Plat" shall also mean Lot A, "PLAT OF CAVANAWOOD SUBDIVISION NO. 1" as per plat recorded in Volume 6 of Plats, page 33, records of Skagit County, Washington and any future plat of one or more lots situated on said Lot A.

1.3. "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.

1.4. "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.

1.5. "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.

1.6. "Declarant" and "Developer" shall mean and refer to CAVANAUGH VISTAS, L.L.C.

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

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

2. ARTICLE 2 - RESIDENTIAL COVENANTS

The following covenants are hereby imposed upon the use and ownership of the lots.

2.1. Residential Use. No lot shall be used except for residential purposes.

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2.2. Easements. Easements for installation and maintenance of utilities, ingress, egress, drainage and other purposes are reserved as shown on the recorded plat and in all other documents recorded by the Developer. 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, or which may obstruct or impair ingress and egress. The easement area on any lot and all improvements in it shall be maintained continuously by the lot owner.

2.3. 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 twelve (12) months.

2.4. 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.

2.5. Business and Commercial Uses. No trades, crafts, business, professions, commercial or similar activity of any kind shall be conducted on or around any Lot, 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.

2.6. 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.

2.7. 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 or private 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 upon any lot. Parking anywhere on a lot of any vehicle that does not have current license tabs and registration or that is not capable of immediately moving under its own power for any period of time in excess of seven (7) days shall be prohibited. No repair, maintenance or body work may be conducted on any vehicle, boat, trailer or other such object anywhere on a Lot Owner's

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property unless such vehicle and work is concealed in a fully enclosed, permanent garage.

2.8. **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.

2.9. **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.

2.10. **Construction Completion.** Construction of any residence shall be completed, including exterior decoration, within twelve (12) months from the date of the start of such construction. All lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, and debris.

2.11. **Infiltration Trenches.** Prior to or simultaneous with the commencement of any construction, the Owner of each Lot shall install, at the Owner's sole cost and expense, infiltration trenches throughout the Owner's property as shown on the face of the recorded Short Plat.

2.12. **Irrigation.** No Owner shall use any community water system for purposes of irrigation.

3. **ARTICLE 3. ENFORCEMENT.** The Developer, lot owners and the Cavanaugh Vistas Homeowners Association 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 the Cavanaugh Vistas Homeowners Association 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 found to be in violation of 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.

3.2. **Waiver.** No delay or omission of any kind on the part of the Developer, the Cavanaugh Vistas Homeowners Association or the owner of any lot 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, the Cavanaugh Vistas Homeowners Association or the owner of any lot 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.

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3.4. Creation of Lien; Personal Obligation. Declarant and each subsequent owner of any lot within the described subject property, by virtue of this declaration or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of any and all costs related to the construction, maintenance, repair and replacement of any and all improvements which are owned, operated, maintained or constructed by the Cavanaugh Vistas Homeowners Association, which shall include, but in no way be limited to: Patriot Lane, detention ponds, wells, pump houses, electrical supply lines, and water pipes between the well and the individual meters for each lot. Obligations for payment shall consist of annual or special assessments as may be established by the Cavanaugh Vistas Homeowners Association. All such assessments, including any interest, costs and reasonable attorney's fees actually incurred, shall be a charge upon the land and shall be a continuing lien upon the subject lot against which each assessment is made. Additionally, each assessment, together with interest, costs and reasonable attorney's fees actually incurred, shall be a personal obligation of the Owner of such lot at the time the assessment fell due.

3.5. Computation. It shall be the responsibility of the Cavanaugh Vistas Homeowners Association to budget annually for the common costs associated with the operation and maintenance of the road, well, detention pond, other improvements and enforcement of this declaration, which budget may include a capital contribution or reserve in accordance with any capital budget prepared by the Cavanaugh Vistas Homeowners Association.

3.6. Special Assessments. In addition to any assessments authorized herein, the Cavanaugh Vistas Homeowners Association may levy a special assessment in any year. If allowed by the Cavanaugh Vistas Homeowners Association, special assessments may be paid in installments beyond the calendar year in which the special assessment is imposed.

3.7. Lien for Assessments. All sums expressed as against any lot pursuant to this declaration, together with interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be a secured lien on such lot in favor of the Cavanaugh Vistas Homeowners Association and contributing members of the Cavanaugh Vistas Homeowners Association. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage. All other persons acquiring liens or encumbrances on the subject lot after this declaration shall have been recorded take such liens or encumbrances subject to this declaration and such liens or encumbrances shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

3.8. Effect of Non-Payment; Remedies. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within sixty (60) days, a lien as herein provided shall attach and, in addition, the lien shall include interest at twelve percent (12%) or a rate not to exceed the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees actually incurred, and other amounts permitted by law. In the event the

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assessment remains unpaid after sixty (60) days, the Cavanaugh Vistas Homeowners Association may institute suit to collect such amounts or to foreclose its lien. All members, by acceptance of a deed or as a party to any type of a conveyance, vests in the Cavanaugh Vistas Homeowners Association, or its agents, the right and power to bring all actions against him/her/it personally for the collection of such charges as a debt or to enforce the lien judicially in the manner set forth in RCW 61.12 and as it may hereafter be amended. All payments on any lien shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments.

4. ARTICLE 4 - AMENDMENT

4.1. This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination, revocation or amendment which is signed by not less than seventy-five percent (75%) of the lot owners. However, as long as Cavanaugh Vistas, LLC is an owner of one or more lots in the subdivision, Cavanaugh Vistas, LLC shall have the right to veto any amendment to this Declaration.

5. ARTICLE 5 - COVENANTS RUNNING WITH THE LAND

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

5.2. In the event an Owner or their successors subdivide their property, then, following said subdivision, the new owners of the newly created and sold parcel(s) shall thereafter be obligated to contribute a full pro rata share of any and all assessments.

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.



