

WHEN RECORDED RETURN TO:

NELS STRANDBERG
PO BOX 319
ANACORTES WA 98221



200706190114
Skagit County Auditor

6/19/2007 Page 1 of 14 3:31PM

Chicago Title Insurance Company

425 Commercial Street – Mount Vernon, Washington 98273

IQB3009

DOCUMENT TITLE(s)

DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of the document

GRANTOR(s):

1. DAKOTA AVENUE LLC
- 2.
- 3.

Additional names on page _____ of the document

GRANTEE(s):

1. PUBLIC
- 2.
- 3.

Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

LOTS 1-6, CITY OF ANACORTES SHORT PLAT NO. ANA-04-010 AND
NP TO ANA LOTS 1 AND 2 AND E 1/2 OF 3 BLK 404

Complete legal description is on page 13 of the document

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

P 31725, P126173, P126174, P126175, P126176, P126177 AND P58387

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

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.

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by Dakota Avenue LLC, (Declarant) as of the 15th day of June 2007.

RECITALS

Declarant is the owner of certain real property (the "Property") in Skagit County, Washington, legally described on Exhibit "A" hereto.

The Property is subdivided as Rawhauser Short Plat, according to the plat thereof recorded 6/4/2007, under Auditor's File No. (200706040018), records of Skagit County, Washington.

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property subject to all restrictions and easements of said plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined. For the purpose of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to a then existing Structure.

1.1.2 "Declarant" shall mean Dakota Avenue LLC., a Washington Limited Liability Company.

1.1.3 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for the Rawhauser Short Plat as it may from time to time be amended.



200706190114

Skagit County Auditor

1.1.4 "First Mortgage" and "First Mortgagee" shall mean, respectively,
(a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon, and
(b) the holder of a first mortgage.

For purposes of determining the percentage of First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.

1.1.5 "Lot" shall mean any one of the lots numbered Lots 1 through 6, and and an additional 7th lot previously platted parcel P58387 (see Exhibit B)

1.1.6 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.7 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.8 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.

1.1.9 "Person" shall mean an individual, corporation, partnership, association, trustee or other legal entity.

1.1.10 "Plat" shall mean the recorded Rawhauser Short Plat and parcel # P58387 and any amendments, corrections or addenda thereto subsequently recorded.

1.1.11 "Property" shall mean the land described on Exhibit "A" and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

1.1.12 "Structure" shall mean any building, fence, wall, patio, swimming pool, or the like.

1.1.13 "Participating Builder" shall mean and refer to a person or entity that acquires a portion of Rawhauser Short Plat for the purpose of improving such portion or portions in accordance with and subject to these Declarations and the parameters as determined by the Architectural Control Committee.

1.1.14 "Development Period" shall mean the period of time from the recording of this Declaration, and including any and all time prior to such recording that development has commenced, until all 7 of the Lots within this project have been sold by the Declarant, or by Jan 1st 2010, which ever is sooner.



1.1.15 "Architectural Control Committee" (ACC) shall mean the committee established by the Declarants to review and approve or disapprove any and all Plans of any nature including but not limited to site plans, building, and landscape plans.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

ARTICLE 2 COMMON AREAS AND EASEMENTS

Section 2.4 Easements for Utilities and Drainage. Declarant does hereby establish, create and reserve for the benefit of itself, the Association and all Owners, and their respective heirs and assigns, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water and sewer drainage systems and electrical, gas, telephone, water and sewer lines over the area designated for easements and shown on the plat map for Rawhauser Short Plat. No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grow upon the area subject to the Utilities and Drainage Easement which might in any way damage or interfere with the installation and operation of such utilities and systems. Each person utilizing the Utilities and Drainage Easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of his Lot subject to the Utilities and Drainage Easement in a condition which will not interfere with the operation and maintenance of said utilities and systems.

Section 2.5 Maintenance of Planter strips and street trees between sidewalk and curb. It will be the responsibility of the lot owner directly adjacent to said strips to maintain trees and grass in a professional manner. Declarant shall maintain a sprinkler system during the Development Period. The sprinkler systems purpose is to provide irrigation to new trees in there first 2 years after trans-planting. At the end of the Development Period Declarant shall remove temporary irrigation meter and will rely on lot owners to maintain said planting strips.

Section 2.6 Maintenance of common driveways. Future maintenance of common driveways will be based on a weighted average of total amount of used driveway, split proportionally between lot owners using said shared driveway.

ARTICLE 3 CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish



grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as herein provided. No building (except for Accessory Structures) shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. Accessory Structures including carports and storage buildings are permitted as allowed by the provisions contained herein. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either

- (a) the terms and conditions of this Declaration or
- (b) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

Section 3.2 Architectural Control Committee. There is hereby established a 3 person Architectural Control Committee (ACC). Persons serving on the ACC shall be initially selected by the Declarant and said persons shall serve until the end of the Development Period, unless relinquished by the Declarant at an earlier date.

- (a) The purpose of the ACC shall be to ensure that all improvements within the subject property comply with the intent of the Architectural/Design Guidelines and Height Restrictions.
- (b) Initial members of the ACC are Nels Strandberg, Brian Nyeste, and Lisa Strandberg, PO Box 319, Anacortes, WA 98221

Section 3.3 Submission of Plans. At least ten (10) days before commencing Construction of any Structure on any Lot, the Owner shall submit to the ACC two (2) complete sets of detailed building, drainage, and landscaping plans and specifications as well as a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans"). The Plans shall be submitted in a form satisfactory to the ACC, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the ACC, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The ACC's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one (1) copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be constructed. This section shall not apply to Declarant or any business owned by Declarant until after the transition date as defined herein.

Section 3.4 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure, including landscaping, have been approved in writing by the ACC. The ACC's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on or about other Lots in the Property, and location, shall be absolute and enforceable in any court of competent jurisdiction. The ACC's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the ACC or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable



governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the ACC or any of them, and their heirs, successors and assigns, or of any nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations. This section shall not apply to declarant of to any business owned by declarant until after the transition date defined herein.

Section 3.4.1 Design Guidelines.

1. The main material used on the exterior walls shall be wood or a "wood look" material (ie. Fiber cement product) installed either horizontal lap or vertical board and batten style or wood shingle or a combinations of these products. No vinyl, metal siding, or T 1 11.
2. All roofs shall be constructed of Architectural Grade Compositions Roofing", Brown, Black or Grey in color. All roofs are to have a 4:12 pitch or greater. Exceptions can be made with permission of, and where deemed appropriate, by the ACC.
3. Windows shall be trimmed in wood with a minimum nominal width of 4"
4. "Driveways". All driveways shall be paved with Portland cement concrete paving from the edge of the paved street to connect with the paved surface of the floor of the carport or the garage.
5. "Exterior Paint" shall be earth tone in color and from one of the following families: Greys, Browns, Greens or other colors as approved by the ACC.
6. "Landscape". All landscape plans must be approved by the ACC.

Section 3.4.2 Power of the ACC to Grant a Variance. The ACC shall have the power to grant a variance to an Owner, who, at the time the Owner submits his plans for approval, also submits a request for a variance. The granting of the request for a variance shall be in writing and shall also be entered in the minutes of the ACC.

Section 3.5 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than

- (a) 1,500 square feet for a dwelling containing a single level and
- (b) 2,000 square feet for a dwelling containing two (2) levels.

Each home must have a garage which shall be of such size as to accommodate at least two full size automobiles. The ACC is authorized to grant a variance as to these size requirements upon receiving an application from the Owner of a lot showing that the grade of the lot will not reasonably accommodate those size requirements.



Section 3.6 Maximum Height. All structures will conform to the height restrictions set forth in Exhibit "B". No trees, plants, or other horticulture growth shall be maintained which substantially impairs views from other lot or lots with the plat, or to property owners to the East or the South.

Section 3.7 Use Restrictions.

3.7.1 "Residential Use". The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as sales offices and models for sales of other Lots.

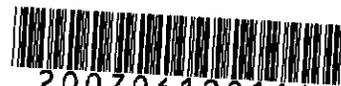
3.7.2 "Maintenance of Buildings and Lots". Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. The landscaping shall be maintained to the curb on the edge of the street.

3.7.3 "Completion of Construction". Any Structure erected or placed on any Lot shall be completed as to external appearance within eight (8) months from the date Construction is started; however, with good cause shown, the Board may extend this term. All yards and landscaping must be completed within three (3) months from the date of completion of the Structure; however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

3.7.4 "Parking". No trucks, campers, trailers, boats, motorcycles, inoperable vehicle, or part thereof, shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage or in the rear/side yard area and screened from sight. No such vehicles shall be parked on any street adjoining any Lot. The exception shall be passenger vehicles, which may be parked on the owner's garage apron. No vehicles shall be parked on Dakota Court, provided that such vehicles belonging to guests may occasionally be so parked. The Board may establish such other parking regulations as it may deem necessary and appropriate.

3.7.5 "Signs". No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations of the Board. This Section shall not apply to the Declarant or any Participating Builder.

3.7.6 "Animals". Animals, including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. Household pets shall not exceed three (3) in number; provided that unweaned puppies or kittens may be kept. All animal



enclosures must be kept in a clean, neat and odor free condition at all times. All animals must be kept at a distance of not less than 10 feet from property line or as required by the Board. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, in the Board's determination, and may exercise this authority for specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations pertaining to animals.

3.7.7 "Temporary Structures". No Structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.7.8 "Clothes Lines". No washing, rugs, clothing apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.7.9 "Radio and Television Aerials". No television or radio aerial and no satellite receiving dish or other electronic receiving device in excess of 18 inches in diameter shall be placed or erected outside of any building on any lot.

3.7.10 "Trash Containers and Debris". All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining Lots or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

3.7.11 "Offensive Activity". No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries or church schools shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith be kept, parked, stored, dismantled or repaired outside of any Lot or any street with the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.7.12 "Setbacks". All Structures shall be set back from the lot boundaries per City of Anacortes Building Code, except lot #1 which will be set back a minimum of 30ft from its east property line.

3.7.13 "Fences". All fences shall be constructed in a good and workman-like manner constructed from pressure treated posts and Cedar fence boards and shall be artistic in design and shall not detract from the appearance of any adjacent Structures.



3.7.14 "Underground Utilities". All utility lines located outside a dwelling unit shall be in conduits attached to such units or underground.

3.7.15 "Drainage". Any and all drainage from a Lot, which in the reasonable opinion of the Board causes erosion problems, shall be piped at the Lot Owner's expense to the nearest underground public storm sewer line, street ditch or dry well. All roof drains shall be connected to public storm sewer system. Absolutely no dumping of any pollutants into the storm sewer systems shall be permitted.

3.7.16 "Tree Cutting". The cutting of any trees within any planting strips is strictly prohibited unless approved by the Anacortes Building Department.

3.7.17 "Damage". Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.7.18 "Mailboxes." All mailboxes must be of a standard accepted by the U.S. Postal Authorities and must be located in those areas so designated by the U.S. Postal Department. Structures containing mailboxes must be approved by the ACC. Newspaper boxes will be built into the approved mailbox structure.

3.7.19 "Compliance with Laws." Notwithstanding anything to the contrary set forth herein, each Owner and the Association shall comply with the more restrictive of either

- (a) the terms and conditions of this Declaration, or
- (b) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

ARTICLE 4

This Declaration may be amended if such amendment is approved by owners of 70% or more of the Lots within the Plat or by Declarant under Article 7 herein.

ARTICLE 5 DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed



by a majority of the Lot Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

**ARTICLE 6
RESERVATION OF DECLARANT'S RIGHT TO AMEND
TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS**

Section 6.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) or Federal Housing Administration (FHA) regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA or FHA.

Section 6.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary to so amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 6.3 Duration. Declarant's rights under this Article shall exist only until Declarant has sold all lots within the Rawhauser Short Plat or a period of 3 years, whichever is sooner.

**ARTICLE 7
SEVERABILITY**

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

**ARTICLE 8
EFFECTIVE DATE**

This Declaration shall be effective upon recording.

**ARTICLE 9
ASSIGNMENT BY DECLARANT**



Declarant reserves the right to assign, transfer, sell, lease or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

**ARTICLE 10
FORMATION OF HOMEOWNER ASSOCIATION**

If approved by 70% of Lot Owners within Dakota Ridge, a homeowners association composed of all lot owners within the plat may be formed after the Development Period for the purpose of enforcing the covenants, conditions and restrictions herein. The cost of the homeowners association will be distributed equally among all Lot Owners.

DATED this 15th day of June, 2007

Dakota Avenue LLC
a Limited Liability Company

By: 
NELS STRANDBERG, member

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 19 2007

Amount Paid \$ 
Skagit Co. Treasurer
By  Deputy



STATE OF WASHINGTON

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Nels Strandberg is the person who appear 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 member of Dakota Avenue LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-14-07



Mary Mansfield

Notary Public

Name printed

Mary Mansfield

My appointment expires:

10-28-09



200706190114

Skagit County Auditor

Exhibit A

Legal Description

PARCEL A:
 Lots 1 to 5, inclusive, Block 405, PLAT OF NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington;

EXCEPT any portion of lots 1 through 5, lying within the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 1 East of the Willamette Meridian.

Situated in Skagit County, Washington.

PARCEL B:
 The Westerly 350 feet of that portion of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 23, Township 35 North, Range 1 East of the Willamette Meridian, lying North of the South line of 16th Street as shown on the plat of G. Kellogg's Addition to the City of Anacortes, as per plat recorded in Volume 1 of Plats, page 39, records of Skagit County, Washington, produced West;

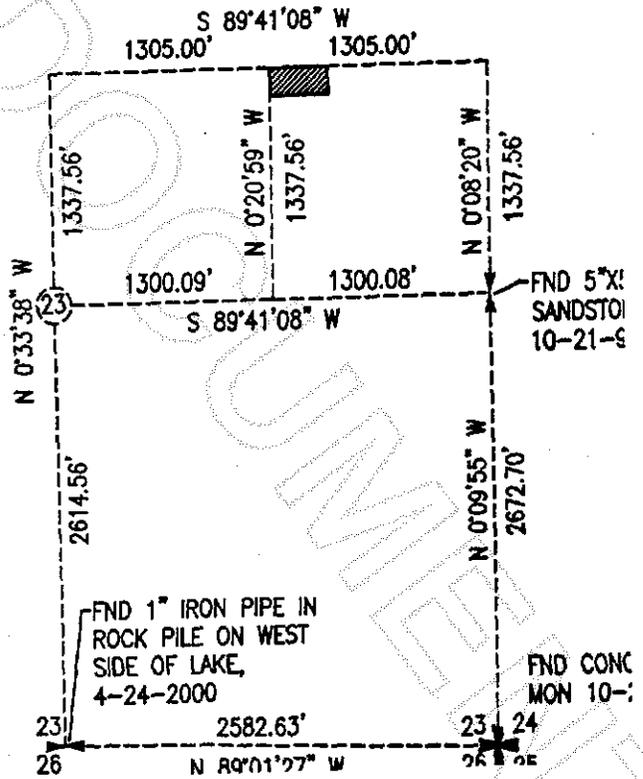
EXCEPT the following described tract:

Beginning at the intersection of the Easterly line of Dakota Street with the North line of said Northwest Quarter of the Southeast Quarter of the Northeast Quarter which point is 168.69 feet East from the Northwest corner of said subdivision; Thence South 21d37' East along the East line of Dakota Street produced 20.25 feet; Thence North 68d23' East along the Southeast line of those premises conveyed to Wesley Adams Rowhouser et ux by deed dated December 18, 1951, filed February 20, 1952, as Auditor's File No. 471783, records of Skagit County, Washington and recorded in Volume 249 of Deeds, page 147, 52 feet to the North line of said Northwest Quarter of the Southeast Quarter of the Northeast Quarter; Thence South 89d39'30" West along the subdivision line 55.80 feet to the point of beginning.

And

N P To Ana lots 1 and 2 and E 1/2 of 3 Blk 404 (Parcel number (P58387)

Situated in Skagit County, Washington

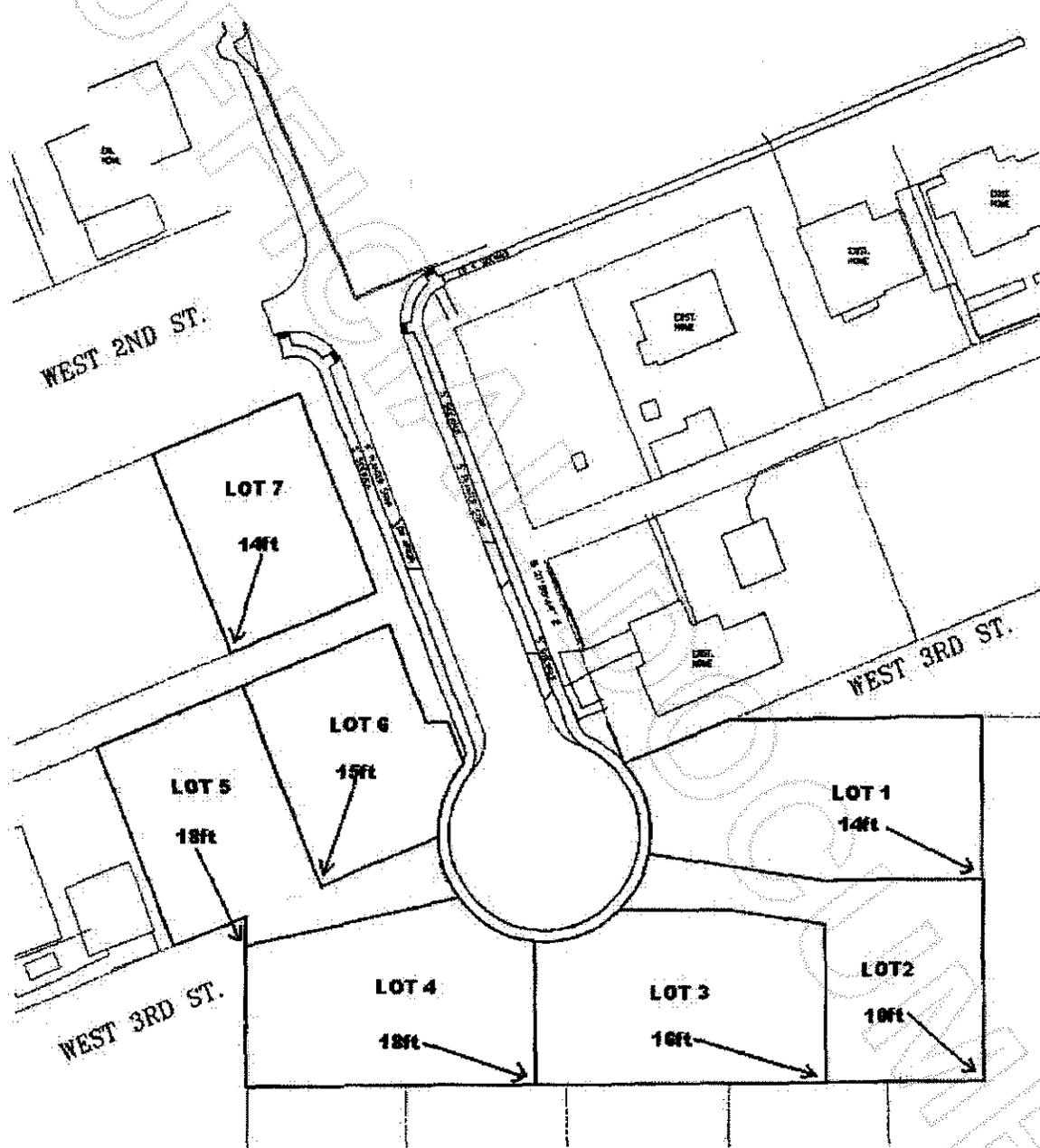


200706190114
 Skagit County Auditor

Exhibit B

Height Restrictions Rawhauser Short Plat

*No structure to exceed height limit at natural grade at specified lot corner



200706190114

Skagit County Auditor