

When Recorded Return To:

Lance & Jamie Campbell
22830 Gunderson Road
Mount Vernon, Washington 98273



200708310188
Skagit County Auditor

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LAND FILED IN SKAGIT COUNTY

DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS REGARDING
SKAGIT COUNTY PARCEL NUMBER
340414-4-009-0003 / P24768

Document Title: Covenants

Grantors: Lance J. Campbell and Jamie E. Campbell, husband and wife, and Shane A. Lagerwey and Stacy M. Lagerwey, husband and wife

Grantees: The Public

Tax/Parcel ID Numbers of Affected Parcels:

1. 340414-4-002-0100 / P123056
2. 340414-4-002-0200 / P123057
3. 340414-4-009-0003 / P24768

Abbreviated Legal Descriptions of Affected Parcels:

1. ACREAGE ACCOUNT, ACRES 9.72, O/S#145 AF #791617 1975 LOT 1 SHORT PLAT#PL04-0576 AF#200505130191 LOCATED IN SE1/4
2. ACREAGE ACCOUNT, ACRES 10.00, O/S#145 AF #791617 1975 LOT 2 SHORT PLAT#PL04-0576 AF#200505130191 LOCATED IN SE1/4
3. OPEN SPACE #145 #79617 1975 NW1/4 OF SE1/4 OF SE1/4 TRNSF #807010

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made this day by and between the undersigned, Lance J. Campbell and Jamie E. Campbell, husband and wife (collectively, "Seller") and Shane A. Lagerwey and Stacy M. Lagerwey, husband and wife (collectively, "Buyer").

RECITALS:

A. Seller is the owner in fee simple of three contiguous parcels of real property, all situated in Skagit County, Washington, hereinafter referred to as "Lot 1", "Lot 2", and "Parcel B". Said parcels are legally described as follows:

Lot 1

Lot 1 of Short Plat No. PL04-0576, recorded May 13, 2005, under Auditor's File No. 200505130191, records of Skagit County, Washington; and being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M.

Lot 2

Lot 2 of Short Plat No. PL04-0576, recorded May 13, 2005, under Auditor's File No. 200505130191, records of Skagit County, Washington; and being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 34 North, Range 4 East, W.M.

Parcel B

The Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4, all in Section 14, Township 34 North, Range 4 East, W.M.

B. Contemporaneously with the execution of this document, Buyer is purchasing Parcel B from Seller, pursuant to a real estate contract. Said purchase and sale is contingent upon the mutual agreement of Buyer and Seller to impose the terms of this Declaration upon Parcel B, for the benefit of Lots 1 and 2 and the owners, purchasers, and other lawful occupants thereof.

NOW, THEREFORE, for and in consideration the parties' mutual promises, covenants, protections and benefits set forth herein, and other valuable consideration, Seller and Buyer hereby covenant and agree, as follows:

1. **General Provisions.** Parcel B shall be acquired, held and transferred subject to the terms of this Declaration, which are intended to benefit Lots 1 and 2 and the owners, purchasers, and other lawful occupants thereof. Accordingly, the terms of this Declaration are hereby established and declared as covenants running with the land and every person or entity who by deed, contract, lease or any other instrument or conveyance acquires an interest in or a right to



use or occupancy of Parcel B, or any part thereof, shall be deemed to have made and accepted such deed, contract, lease or other instrument of conveyance and the rights to use the property thereby conferred or conveyed, all subject to the restrictions, covenants and conditions herein stated, and their respective heirs, assigns, executors, administrators or successors in interest shall be likewise bound to the same extent.

These restrictions and protective covenants shall be enforceable at law and in equity by the owners, purchasers or other lawful occupants of Lots 1 and 2, or any part thereof, against any person or persons who shall violate them or threaten to violate them.

The restrictions and protective covenants set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument of conveyance. However, any failure to refer to these restrictions and protective covenants in an instrument or conveyance shall in no way render them ineffective against transferees or their heirs, successors, and assigns in interest in the real property described herein.

2. Maintenance of Buildings and Lot. The owner of Parcel B shall, at the Owner's sole expense, keep the interior and exterior of any structures on his or her property, as well as the property itself, in a clean and sanitary condition, and in good order, condition and repair. No part of Parcel B shall be used or maintained as a dumping ground for rubbish, debris, salvage, garbage, trash, equipment, inoperable vehicles, or other man made objects. Any stump or slash piles created during construction shall be screened from view from Lots 1 and 2 or removed within a reasonable time.

3. Site Built Single Family Residences Only. All buildings constructed, maintained, permitted or allowed on any portion of Parcel B must be constructed on Parcel B, or site built; and no mobile homes or manufactured homes shall be allowed on Parcel B. Parcel B shall be restricted to use only for a single-family residential purposes. No basement, garage, barn, shack, other outbuilding, or structure of a temporary character erected on Parcel B shall at any time be used as a residence, temporarily or permanently.

4. No Subdivision. Parcel B shall remain a single lot and shall not be divided into more than one lot, through subdivision, short platting, partition, or any other means, nor shall more than one residence be constructed thereon. PROVIDED, HOWEVER, that in the event that both Lot 1 and Lot 2 are ever fully and entirely subdivided and developed into four (4) lots per acre, Parcel B may be likewise be subdivided into four (4) lots per acre.

5. Offensive Activity. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on at Parcel B, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners or tenants of Lots 1 and 2.

6. Animals. No dog boarding or breeding shall occur on Parcel B; provided however, that domestic dogs may be kept if they are not kept, bred or maintained for any



commercial purposes. Pets shall be attended at all times and when not confined to the Parcel B, must be kept on a leash and accompanied by a responsible Person.

7. Business and Commercial Use. No visible or audible trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on Parcel B, nor shall any goods, construction equipment, materials or supplies used in connection with any trade, service or business be placed outside on Parcel B at any time, excepting the right of the Owners of Parcel B to construct, maintain, or improve a residence and/or accessory buildings on that parcel, and to store construction equipment on that parcel in the normal course of construction. Home occupation use of a residential structure on Parcel B as an office or work space is allowed if it is not in violation of any code or regulation of Skagit County and does not create noise, vibration, smoke, dust, odors, heat, light, glare, or traffic road beyond that which is acceptable in a residential area.

8. Attorney Fees. The Owners of Parcel B shall be jointly and severally liable to pay attorney fees incurred by the owners of Lots 1 or 2 to enforce any provision of this Declaration.

9. Changes and Modifications. No changes, modifications, additions or amendments to these protective covenants may be made without the unanimous approval of all owners of Lots 1, Lot 2 and Parcel B, or any portion thereof.

10. Severability. Invalidation by judgment or other Court order of any provision, sentence, paragraph, or portion of these protective covenants shall in no way affect or invalidate any other portions thereof and the remaining portions shall remain in full force and effect.

DATED this 30 day of August, 2007.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 31 2007

Amount Paid \$4
By Skagit Co. Treasurer
M. M. Deputy

Lance J. Campbell
Lance J. Campbell

Jamie E. Campbell
Jamie E. Campbell

Shane A. Lagerwey
Shane A. Lagerwey

Stacy M. Lagerwey
Stacy M. Lagerwey

Declaration of Covenants, Conditions, and Restrictions



200708310188

Skagit County Auditor

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

On this day personally appeared before me Lance J. Campbell and Jamie E. Campbell, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of August, 2007.



Arnelise Maria Corneil

NOTARY PUBLIC in and for the State of Washington,
residing at La Cumbre

My appointment expires 6/28/08

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

On this day personally appeared before me Shane A. Lagerwey and Stacy M. Lagerwey, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of August, 2007.



Arnelise Maria Corneil

NOTARY PUBLIC in and for the State of Washington,
residing at La Cumbre

My appointment expires 6/28/08

Declaration of Covenants, Conditions, and Restrictions- P



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