

WHEN RECORDED RETURN TO:

GMT Properties, LLC  
Attn: Mike Spink  
1016 South Third Street  
Mount Vernn, WA 98273



200805150115  
Skagit County Auditor

5/15/2008 Page 1 of 6 4:11PM

# Chicago Title Insurance Company

425 Commercial Street - Mount Vernon, Washington 98273

A#12368  
IC45498

DOCUMENT TITLE(s):

1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
- 2.
- 3.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page \_\_\_\_\_ of the document

GRANTOR(s):

1. GMT PROPERTIES, A LIMITED LIABILITY CORPORATION
- 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 A thru C, inclusive, Section 20, Township 36, Range 4, Ptn S 1/2 NW (Ada Tracts A, B & C, SP #60-73); as more fully described in Exhibit "A" which is attached.

Complete legal description is on page 5 of the document

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

P49498, P49499, P49497

(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.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

Friday Creek Estates

This Declaration is made and dated this May 15, 2008, by GMT Properties, a Limited Liability Corporation, hereinafter referred to as "Owner". Said GMT Properties, a Limited Liability Corporation, is the Owner of that certain real property situated in Skagit County, State of Washington is more particularly described as follows:

LOTS A thru C, inclusive, as said Lots are shown on the Skagit County Map, Section 20, Township 36, Range 4; Ptn. S ½ NW (Aka Tracts A, B & C, SP #60-73); tax parcel numbers: P49498, 360420-0-001-0405, P49499, 360420-0-001-0504, P49497, 360420-0-001-0306. For Full Legal see attached Exhibit "A"

The Owner hereby establishes the general plan for the protection of said real property and fixes the protective conditions and restrictions subject to which all lots described above shall be held, leased, or sold and/or conveyed by it as such Owner, and shall inure and pass with said real property for the benefit of said successors in interest of the present Owners and are imposed upon said realty as a running covenant and as an equitable servitude in favor of each and every lot as the dominant tenement or tenements as follows to wit:

**1. LAND USE AND BUILDING TYPE**

All lots in said tract of land shall be known and described as single family residential lots. No structures or structure shall be erected, placed or permitted on any lot or portion thereof other than one attached single family dwelling, not to exceed two stories in height with private garage for not more than three cars. The word "Lot" herein used, refers to one or more of the numbered lots, delineated on the tract within the above described real property is located.

**2. EASEMENTS**

Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which the public authority or utility company is responsible.

**3. DRAINAGE**

No concentration of drainage shall be permitted on any lot, except as expressly approved by Skagit County; provided however, that this shall be construed not to prohibit the construction of drainage systems by Declarant.

**4. NUISANCES**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**5. PRIVATE OR COMMERCIAL VEHICLES**

No vehicles shall be kept or stored upon any of said lots other than those vehicles primarily and currently used for transportation of persons, unless it be kept or stored in an enclosed garage when not in use. No such vehicle owned or in the possession or under the control of any resident in Friday Creek Estates shall be parked overnight on Friday Creek Road within 100 feet of the north end of lot C or within 100 feet of the south end of lot A.

**6. BOAT AND TRAILER STORAGE**

No trailer, camper or house trailer shall be parked, left or stored upon any lot for more than 24 hours unless the same is parked, left or stored in a garage, other enclosure or visual block i.e. shrubbery sufficient to screen such trailer or camper from view from all public streets and adjoining lots. No boat of kind shall be parked, left or stored for more than 36 hours unless the same is parked, left or stored in a garage, other enclosure or visual block i.e. shrubbery sufficient to screen such boat from view from all public streets or adjoining lots.



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#### **7. TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, provided that a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained on any lot or lots by any building contractor for the purpose of erecting and selling dwellings and any lot or lots but such temporary structure shall be removed at completion of construction.

#### **8. ARCHITECTURAL APPROVAL**

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony or external design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved.

#### **9. BUILDING RESTRICTION**

All homes must be stick built on lot. No dwelling shall be permitted on any lot in amount of less than \$150,000.00 based upon cost or appraised value prevailing on the date these covenants are recorded. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost or appraised value stated herein for the minimum permitted dwelling size. With respect to the dwelling, the total floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 1500 square feet heated floor space for a one story dwelling, nor less than 2000 square feet heated floor space for a dwelling of more than one story, exclusive of attached or detached garage. Roofing material must qualify for 40 year or longer roof.

#### **10. SIGNS**

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period.

#### **11. ANTENNAS**

Except for those erected or constructed with the approval of the Architectural Committee, no outside television antenna, satellite dish over 24", aerial or radio tower shall be erected, constructed or placed on any lot.

#### **12. MAINTENANCE OF RESIDENCE**

Each owner shall keep the exterior of his residence, and improvements to his lot in good repair and condition.

#### **13. LANDSCAPING**

Each owner is responsible for all landscaping located within his lot. All landscaping shall be maintained in a neat and orderly condition. Weeds shall be abated within twenty (20) feet of any residence. All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed. Each owner shall landscape his lot within six (6) months from the date of completion of dwelling.

#### **14. PARTY FENCE MAINTENANCE**

The owners of lots upon which a Party Fence is situated, shall each own that portion of the Party Fence situated on his lot to the center of the Party Fence. Those owners shall be responsible for maintaining, repairing and/or replacing the Party Fence. The costs shall be shared equally by each owner; provided, however, that all costs incurred as a result of the negligent or willful action of any owner shall be borne by that owner. In absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by owner shall entitle that owner to a right of contribution from the other owner. The right of contribution shall be appurtenant to the lot and shall pass to the successors in interest of the owner entitled to contribution.

#### **15. PARKING AREAS**

All parking areas above the minimum requirements provided by the developer or homeowner shall be of a permeable type as required by the Architectural Committee and shall not be located in the required setbacks or in the front yard.

**16. ANIMALS** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.



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**17. GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in covered sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

**18. ARCHITECTURAL CONTROL COMMITTEE**

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. The Architectural Control Committee is composed of: one owner from each lot. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At which time, the declarant has built and sold all dwellings to be constructed by him on all lots within the subdivision, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

**19. PROCEDURE**

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

**20. APPROVAL OF ELEVATIONS AND TYPES OF UNITS**

The project having been approved by Skagit County, the elevations and types of units shall be approved by the Planning Director of Skagit County. Any major or substantial change or modification in the elevation or major or substantial change, modification, restoration or reconstruction of a unit different from the original elevation or unit shall require advance written approval of the Planning Director.

**21. PROPANE TANK**

The propane tank will be screened from view from public streets and adjoining lots with an attractive enclosure or shrubbery.

**22. TERM**

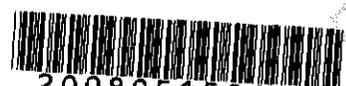
These covenants are to run with the land and shall be binding on all parties claiming under them for a period of thirty-five (35) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change, supplement or rescind said covenants in whole or in part. This Declaration cannot be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications.

**23. ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Skagit County is hereby given supervisory jurisdiction over the enforcement of this Declaration. In the event of breach of any duty or interference with any of the rights of benefits herein established, Skagit County may give written notice of such breach or interference to the owner, together with a demand upon the owner to remedy the breach or interference. If the owner refuses to do so, or fails to take appropriate action within 30 days of the receipt of said notice, the County shall have the ability, but not the obligation, to enforce the Declaration.

**24. SUBORDINATION**

It is further provided that breach of any of the conditions contained herein or of any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part; but said conditions shall be binding upon and effective against the owner of said premises, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.



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**25. SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. In the event the Declarant shall convey all of its rights, title and interest to any partnership, corporation or corporations, individual or individuals, in and to the real property described herein, then Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such new owner shall succeed to all of the rights, powers, reservations, obligations and duties as though it had originally been named herein as Declarant.

IN WITNESS WHEREOF, the undersigned have hereinabove set their hand the day and year first hereinabove written.

**GMT Properties, LLC**  
By: Gary Lohman, Member  
STATE OF WASHINGTON  
COUNTY OF SKAGIT

GMT PROPERTIES, LLC  
Michael J. Spink  
By: Michael J. Spink, Member

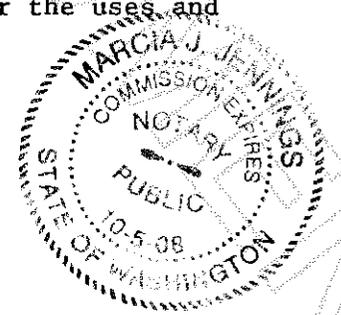
Gary Lohman  
By: Gary Lohman, Member

Travis Lohman  
By: Travis Lohman, Member

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Michael J. Spink, Gary Lohman and Travis Lohman, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Members of GMT PROPERTIES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: May 15, 2008  
Marcia J. Jennings  
Marcia J. Jennings  
Notary Public in and for the State of Washington  
Residing at Sedro Woolley  
My appointment expires: 10/5/2008



## EXHIBIT "A" LEGAL DESCRIPTION FRIDAY CREEK ESTATES

That portion of the North ½ of the South ½ of the Northwest ¼ of Section 20, Township 36 North, Range 4 East, W.M., lying Westerly of the County Road known as L.M. Abbey Road, or Friday Creek Road, and lying North and East of the centerline of Friday Creek, said portion being more particularly described as follows:

Commencing at the Northwest corner of said Section 20; thence South 0°17'44" East, along the West line of said Section 20, 1,331.92 feet to the Southwest corner of the Northwest ¼ of said Northwest ¼ of Section 20; thence South 88°51'50" East, along the South line of said Northwest ¼ of the Northwest ¼, 1,280.47 feet to an intersection with the Westerly margin of said County Road; thence South 31°33'00" East, along said Westerly margin, 71.29 feet to the true point of beginning; thence continue South 31°33'00" East along said Westerly margin 100.00 feet; thence South 65°03'00" West 420 feet, more or less to said centerline of Friday Creek; thence Northerly along said centerline to a point that is North 88°51'50" West from the true point of beginning; thence South 88°51'51" East 210 feet, more or less, to the true point of beginning. (Also known as Tract "A", Short Plat No. 60-73, approved on December 26, 1973)

ALSO, that portion of the North ½ of the South ½ of the Northwest ¼ of Section 20, Township 36 North, Range 4 East, W.M., lying Westerly of the County Road known as L.M. Abbey Road, or Friday Creek Road, and lying North and East of the centerline of Friday Creek, said portion being more particularly described as follows:

Commencing at the Northwest corner of said Section 20; thence South 0°17'44" East, along the West line of said Section 20, 1,331.92 feet to the Southwest corner of the Northwest ¼ of said Northwest ¼ of Section 20; thence South 88°51'50" East, along the South line of said Northwest ¼ of the Northwest ¼, 1,280.47 feet to an intersection with the Westerly margin of said County Road; thence South 31°33'00" East, along said Westerly margin, 171.29 feet to the true point of beginning; thence continue South 31°33'00" East, along said Westerly margin, 120.00 feet; thence South 62°13'00" West 435 feet, more or less, to said centerline of Friday Creek; thence Northerly along said centerline to a point that is South 65°03'00" West from the true point of beginning; thence North 65°03'00" East 420 feet, more or less, to the true point of beginning. (Also known as Tract "B", Short Plat 60-73, approved on December 26, 1973)

ALSO, that portion of the North ½ of the South ½ of the Northwest ¼ of Section 20, Township 36 North, Range 4 East, W.M., lying Westerly of the County Road known as L.M. Abbey Road, or Friday Creek Road, and lying North and East of the centerline of Friday Creek, said portion being more particularly described as follows:

Commencing at the Northwest corner of said Section 20; thence South 0°17'44" East, along the West line of said Section 20, 1,331.92 feet to the Southwest corner of the Northwest ¼ of said Northwest ¼ of Section 20; thence South 88°51'50" East, along the South line of said Northwest ¼ of the Northwest ¼, 1,280.47 feet to an intersection with the Westerly margin of said County Road; thence South 31°33'00" East, along said Westerly margin, 291.29 feet to the true point of beginning; thence continue South 31°33'00" East, along said Westerly margin 130.00 feet; thence South 61°07'00" West 400 feet, more or less, to said centerline of Friday Creek; thence Northerly along said centerline to a point that is South 62°13'00" West from the true point of beginning; thence North 62°13'00" East 435 feet, more or less, to the true point of beginning. (Also known as Tract "C", Short Plat No. 60-73, approved on December 26, 1973)



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