

AFTER RECORDING MAIL TO:

LAW OFFICE OF COLE & COLE, P.C.
P. O. Box 249
Stanwood, WA 98292



200807220041

Skagit County Auditor

7/22/2008 Page

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2 10:33AM

GRANTOR:	LENZ, JASON, a single man
GRANTEE:	THE PUBLIC
LEGAL DESCRIPTION:	LOT 1, RIVER VALLEY ESTATES
TAX PARCEL ID #:	360426-

**DECLARATION OF USE AND OCCUPANCY
COVENANTS, CONDITIONS AND RESTRICTION
OF RIVER VALLEY ESTATES II**

JASON LENZ, a single man, DECLARANT, is the owner in fee simple of certain real property located in Skagit County, Washington, known as Lot 1 of RIVER VALLEY ESTATES, PL 05-0201. Said Lot has been subdivided into two residential lots (Lot A and Lot B) and a recreational open space parcel (C). Said Lot 1 shall remain subject to the CC & R's, etc. of RIVER VALLEY ESTATES as recorded at Skagit County AFN 200702130032. In addition, said Lot 1 shall be subject to the following easements, covenants, conditions and restrictions.

OPEN SPACE RECREATIONAL (OSRO) PARCEL

The OSRO parcel shall be owned, occupied and used as follows:

- Ownership shall be held as undivided tenants in common, which shall be inseparably appurtenant to the two residential lots.
- Improvements shall be determined and made by agreement of the parties, as will the use thereof.
- Maintenance shall be done by agreement, with the cost split as determined by the parties. Dangerous trees may be removed by the lot owner affected, at his cost and expense.
- Nothing herein shall allow any action prohibited by County or State laws, ordinances or regulations. The parties shall ensure that all governmental approvals are obtained.

GENERAL PROVISIONS

- Enforcement. DECLARANT, SKAGIT COUNTY, or any owner of RIVER VALLEY ESTATES shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, easements and reservations, now or hereafter imposed by the provisions of this declaration and the plat. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in such an action shall be entitled to all costs and a reasonable attorneys fee.

2. Severability: Construction. Invalidation of any one or more of these covenants or restrictions by court order shall in no way affect any other provisions which shall remain in full force and effect. Use of the singular herein includes the plural and vice versa; masculine, feminine and neutral gender are interchangeable.

3. Amendment. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by both Lot 1A and Lot 1B, but in no event may any provision contravene governmental regulations as then in force.

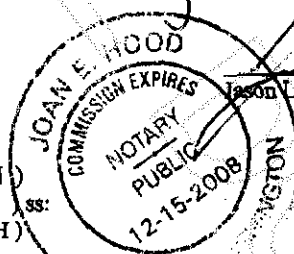
4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to any lot or parcel herein, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any lot owner perpetually, until amended as above provided.

6. Acceptance of Deed Constitutes Acceptance of Restrictions. The acceptance of a deed by the grantee shall constitute an acceptance of all the terms, conditions, limitations, restrictions, and uses to which the property herein conveyed is made.

DATED this 15th day of May, 2008.

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)



Jason Lenz
Jason Lenz

On this day personally appeared before me JASON LENZ, 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 15th day of May, 2008.

Joane E. Hood
NOTARY PUBLIC in and for the State of
Washington, Residing at Starwood
My appointment expires: 12-15-08



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