

AFTER RECORDING MAIL TO:
GARY T. JONES
PO Box 1245
Mount Vernon, WA 98273



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Skagit County Auditor

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SUNDQUIST DRIVE COVENANTS AND RESTRICTIONS

Assessor's Tax Parcel No. P 29327
Abbreviated Legal Description: Lot B Short Plat 8-73

S & B LAND, LLC, a Washington limited liability company, ("Company"),
whose principal place of business is Skagit County, Washington, owner of

A portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township
34 North, Range 4 East, W. M., lying within the corporate limits of the
City of Mount Vernon, Skagit County, Washington, more particularly
described in a new Short Plat No. LU 06-060 approved on the 15th day
of July, 2008, and recorded on the 29th day of July, 2008,
under Auditor's File Number 200807290144.

declares, adopts, and imposes the following Covenants and Restrictions upon any and all
sites and lots within the new Short Plat, which is zoned for commercial and industrial
uses, to wit:

1. **Membership.** All owners of each lot 1, 2, 3, 4, 5, and 6 in the new Short Plat
shall, by virtue of purchasing or contracting to purchase a lot hold a single voting
membership in that certain not-for-profit corporation known as Sundquist Drive
Owners' Association ("Association"), or such other entity as owners may form to
administer the Covenants and Restrictions hereby declared. The Company as first
owner appoints Richard H. Smith, and Robert E. Burkland as a two member
Planning Advisory Board (Board) to review plans under paragraphs 4, 6, 9, 12

and 18 to administer the Covenants and Restrictions. Until such time as all six lots have been sold the Company shall have the right to appoint two Planning Advisory Board members, provided that when more than one lot has been sold the Association shall hold an election of officers and the officers shall name a third member of the Planning Advisory Board as a representative of the lot owners.

2. **Purposes.** The Association shall be responsible for the installation, operation, maintenance, repair, and replacement of a private road on Tract "Y" to be known as Sunquist Drive and a free standing sign to advertise businesses on Lots 1-6. The sign shall be sized, designed and built for the common use of lots 1-6 inclusive, and the cost of construction and maintenance shall be borne by the lot owners. The Association shall be responsible for drainage maintenance in the new Short Plat and will charge in proportion to the lot square footage for the cost incurred for the maintenance, repair, and replacement, including services required to maintain, improve, or rebuild the storm drainage system general to the short plat, Lot "X," and all appurtenant easements. The Association shall also be responsible for administering the plan approval process described in paragraphs 1, 4, 6, 9, 12, and 18. The Plan Advisory Board will monitor compliance with the Covenants and Restrictions set forth in this Declaration. The Association will have primary responsibility for enforcement of the Covenants and Restrictions. Owner(s) of any lot in the new Short Plat aggrieved by any violation of the Covenants and Restrictions also have a cause of action for legal and equitable remedies.


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3. **Member Rights.** The owners of Lots 1 and 6 are entitled to receive notice of all the meetings held by the Association, and shall have access to the budget, financial information of the Association, its minutes, and administrative records. If a member is aggrieved by an action of the Board in any of its functions, the member shall have a right to convene a general meeting of the members of the Association by giving written notice delivered to all members not less than 10 days prior to the general meeting to informally appeal a proposed action and all members, shall be entitled to participate in the meeting. The members may override the Planning Advisory Board by a two-thirds vote of the membership, and adopt an Association resolution of the issue consistent with these Covenants and Restrictions..
4. **Construction.** All buildings erected on the premises governed by these Covenants and Restrictions shall be subject to the approval of the Board of the Association and shall be in keeping with this Declaration and the International Building Code and standards of the City of Mount Vernon for commercial and industrial development in effect at the time of building permit approval.
5. **Prohibited Uses.** No site or lot shall be used for any purpose or business which is illegal, dangerous, or constitutes a nuisance under local, state or federal laws. All commercial and industrial business uses allowed within the city C-L zone are permitted provided that operation or performance does not inflict upon the surrounding permitted land uses, smoke, dust, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare, or safety of the public occupying or visiting such areas. Air pollution shall be controlled



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by the operator and land owner responsible for any land use or activity. The ambient air quality standards specified by the Northwest Air Pollution Authority shall apply to all air contaminants. Liquid waste shall be disposed of in keeping with the best management practices and operating characteristics of the industry and subject to the requirements of local, regional, state or federal agencies having jurisdiction of waste disposal and environmental health and safety. Owners of lots 2-6 inclusive will not be responsible for the planting or maintenance of a wetland buffer described in Note 24 of the new Short Plat as a 25 foot strip to be monitored and maintained pursuant to a report on file at Mount Vernon Development Services. This allocation of responsibility shall not excuse any other lot owner of any individual duty to abide by these Covenants and Restrictions, or diminish the rights of the lot 1 owner to recourse against the Association or another lot owner for actions which adversely impact the wetland buffer. The use, storage, transportation and disposal of radioactive materials and radiation machines shall be prohibited. No use shall cause vibration or concussion detectable without the aid of instruments beyond its lots lines unless such vibration or concussion is a result of temporary construction activity. Hazardous materials used or produced on the premises in any commercial or manufacturing process shall be handled in such a manner as to prevent contamination of surface water, ground water or soil, and any violation of this prohibition shall be promptly remedied by the lot owner responsible for the hazardous material.



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6. **Approval of Plans.** Before commencing the construction or alteration of each building, enclosure, fence, loading dock, parking facility, storage yard or any other structures as permanent improvements on or to any site or lot within the new Short Plat, the lot owner shall first submit site plans and building plans and specifications to the Planning Advisory Board for its written approval. Richard H. Smith and Robert E. Burkland shall be the initial members of the Association Planning Advisory Board. A representative of the lot owners within the new Short Plat shall be added when more than one lot has been sold. When the Association has elected officers, the voting members shall appoint one member of the Planning Advisory Board until such time as all six lots within the new Short Plat have been sold. Thereafter, the voting members shall be entitled to appoint three Planning Advisory Board Members, and shall appoint replacement Board Members to fill any unexpired term of office. The Board will be guided by the requirements of the Mount Vernon Municipal Code and these Covenants and Restrictions. In the event that the Board or its designated representative shall fail to approve or disapprove the building plans, specifications or site plans of an owner within sixty days after they have been submitted to the Board, the approval will not be required and this Covenant will be deemed to have been complied with. Neither members of the Board nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The Planning Advisory Board shall consider budget and financial information related to the assessment for drainage and private road maintenance and the requirements for Tracts Y and X. In particular, the Planning Advisory Board will



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prepare a draft budget for assessment to meet the costs of storm drainage, including Association assessments and any charges owed to the City of Mount Vernon.

7. **Storage Yards.** Outdoor storage yards shall be screened from public view and shall be placed so as to conform with the zoning and public safety regulations of the City of Mount Vernon.
8. **Parking.** Owners of lots within the new Short Plat shall not permit their employees, tenants, or invitees to park on Tract Y of the Short Plat. Circulation of traffic within Lots 2, 3, 4 and 5 will be preserved consistently for the benefit of all owners and if the employees, invitees or tenants of the owner impair or disrupt the use of Tract Y by any other lot owner then action may be taken by an owner or the Association to tow vehicles or take other appropriate action necessary to maintain Tract Y as vehicle access. It will be the responsibility of each owner, their successors, assigns or tenants holding under them to provide adequate off-street parking for employees and visitors within their property boundaries. All driving surfaces and parking areas shall be covered with hard, dust-free paved surface.
9. **Lot Coverage Ratio.** The ratio of building coverage to the total site area shall be subject to approval of the Planning Advisory Board. Any building proposal which would cover more than fifty percent (50%) of the total site area will be subject to mitigating conditions to avoid adverse impacts on neighboring lots or sites, including loss of light and air, vehicular access and visibility to the public.



10. **Set Backs.** Each building and site improvement shall be constructed with adequate set backs for the maintenance of vehicle access, surface water drainage, utility maintenance and landscaping requirements. Generally zoning code set back requirements will be followed, but the Association reserves the right to protect common areas and signage improvements from encroachment or impairment by imposing reasonable set backs. Accommodation will be made for lot owners whose site plan encompasses more than one Short Plat lot. Such accommodation shall preserve member voting rights and allocate costs of operation and maintenance based on lot square footage. Lot 1 is subject to a wetland buffer to be planted and maintained in the Southeast corner of Lot 1 to buffer a Type 3 stream. This setback is a Critical Area mitigation measure described in a report on file at Mount Vernon Development Services and burdens lot 1 per Survey Sheet 3 of 3, as further defined in Note 24. Sheet 2 of 3, Short Plat No. LU 06-060.

11. **Condition of Property.** The owner of any lot shall at all times keep the premises, buildings, improvements and appurtenant drainage and utilities in a safe condition compliant in all respects with government health, fire, and police requirements and development regulations. A clean, wholesome appearance should be maintained and the owner promises to remove at owner's expense any rubbish or waste products whatsoever which may accumulate on the site or lot. In the event that the owner fails to comply with any or all of these requirements, then the Association shall have the right, privilege and authority to enter upon the premises to clean up and make any and all corrections or improvements that may



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be necessary to meet these standards and charge the non-compliant owner the expenses incurred to achieve compliance, in addition to any general assessment for drainage, signage and private road costs.

12. **Construction Time Limit.** Lot owners will be expected to complete the construction of a permanent building with associated utilities and surface improvements on an acquired lot within one year after building permit approval. The Association may extend in writing a time for completion of construction but shall be required to do so only for good cause shown by the party seeking extension of time.

13. **Payment of Assessments – Lien – Foreclosure.** Each lot owner, except the declarant, shall pay the amount of money assessed by the Association to reserve and pay for the drainage system, signage, and Sundquist Drive private road improvements. Lot 1 and 6 members shall pay an assessment for the common drainage facilities and free standing sign on Lot 4, and shall not pay an assessment for Sundquist Drive unless Sundquist Drive's entrance is used for the benefit of lots 1 or 6. The Association shall provide thirty (30) days mailed notice of assessment to each lot owner. The amount of the assessment, together with all expenses, attorney's fees, costs reasonably incurred to enforce the Covenants and Restrictions shall be paid by the lot owner and shall be a lien upon the said lot, and such lien shall be enforced by foreclosure proceedings in the manner provided by law for foreclosure of mortgages; provided, however, that no proceedings for foreclosure of such liens shall be commenced until four (4) months after the date



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of mailing of the first notice of assessment, postage prepaid, to owners last known address.

14. **Term of Covenants and Restrictions.** These covenants run with the land and bind all parties and all persons for a period of ten (10) years after recording in the Office of the Skagit County Auditor. After the initial 10-year period, these covenants and restrictions shall be automatically extended for successive 5-year periods. These covenants may be supplemented, revoked, or amended in whole or in part at any time by an instrument signed by owners of lots 1-6 inclusive within the new Short Plat. The amending instrument must be filed for record in the Office of the Skagit County Auditor and must include the written consent of the Declarant or its successor in interest if all of the lots in the new Short Plat 1 through 6 have not been sold.

15. **Owner Defined.** "Owner" or Lot owner shall mean the fee title owner, provided that property being sold on a real estate contract shall be deemed owned by the contract purchaser, and property subject to a deed of trust shall be deemed owned by the grantor of the deed of trust.

16. **Partial Invalidity.** Invalidation of any one of the Covenants or Restrictions in this declaration or the failure to enforce any of the Covenants or Restrictions at the time of violation shall not affect any other covenant or restriction, nor shall it be deemed a waiver of the right later to enforce an ongoing violation of a covenant or restriction.

17. **Beneficiaries.** These Covenants and Restrictions are made for the benefit of the Declarants and any and all persons who own or may hereafter own property in the



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short plat. This beneficiary status is the basis for the right of enforcement granted to the Association and to each individual owner to enforce by injunction, suit for damages or equitable remedies these Covenants and Restrictions.

18. **Signs.** Plans and specifications for the construction, installation, or alteration of all outdoor signs shall be first submitted to, and have the written approval of the Board. It is the intent of these Covenants and Restrictions to provide a common site for signage directing the public and lot 1-6 owners with respect to the use of Sundquist Drive and as described in Paragraph 2 above. Preference will be given to signage which is attached to approved buildings erected by the lot owner. An easement area is provided as shown on the Short Plat No. LU-06-060 Sheet 3 of 3 for placement of a free standing sign to advertise the businesses on Lots 1-6 per MVMC 17.87.080(C). The cost of the construction and maintenance of the shared sign shall be paid by the lot owners as an assessment described in these Covenants and Restrictions. No additional free standing sign will be allowed on Lot 4, only additional wall and marquee signage will be allowed per MVMC 17.87.080(C)4.

19. **Roads, Driveways, and Paths.** All ingress or egress, road, driveway, or pathway to or from Old Highway 99 South shall be constructed, used, maintained or repaired to or from lots 1, 2, 3, 4, 5 or 6 of the new Short Plat, only as approved by Declarants or by the Association as successor of the Declarants prior to application for such access permits as may be required by state and local regulation.



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20. **Procedure.** It is the intent of the Declarant and the right of lot owners as to these Covenants and Restrictions that the administration of the Association will be conducted openly and fairly to resolve common concerns and provide a fair allocation of the costs and the benefits of the Association to the lot owners. To that end, the procedures and guidance concerning the standard of care, restrictions, budget, finances, and administration of the Association including the adoption of bylaws shall be consistent with the laws regarding the formation and legal administration of homeowner associations under Chapter 64.38 RCW, as amended. Because these Covenants and Restrictions apply to commercial and industrial uses, the powers of the Association shall be liberally construed and applied to achieve their purpose. Adoption by reference of the standards set forth in Chapter 64.38 shall not be regarded as an endorsement of residential use within the new Short Plat.

DATED this 23rd day of June, 2008

S & B LAND, LLC
a Washington limited liability company

by Richard H. Smith
Richard H. Smith, Member

by Patricia A. Smith
Patricia A. Smith, Member

by Robert E. Burkland
Robert E. Burkland, Member

by Pamela K. Burkland
Pamela K. Burkland, Member

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

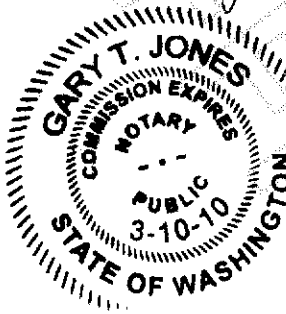
I certify that I know or have satisfactory evidence that Richard H. Smith and Patricia A. Smith, husband and wife, Robert E. Burkland and Pamela K. Burkland,



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husband and wife are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they are the members of S & B Land LLC, authorized to execute the instrument and acknowledge it as the signature of the only members of the company, S & B Land LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: June 23, 2008



Gary T. Jones
Notary name printed or typed:
Notary Public in and for the State of
Washington
Residing at Mount Vernon
My appointment expires: 3/10/2010

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