



200903180105

Skagit County Auditor

3/18/2009 Page

1 of

7 2:33PM

Document Title: Protective Covenants and Restrictions

Reference Number:

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Betty Sipma (Betty Sipma)
2. West Addition Clear Lake

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. To the public
- 2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

Those portions of lots 2, 8 and 9 Block 23 and Vacated  
Brandy St of the plat of West Addition to Clear Lake, WA,  
as recorded in volume 4 of Plats at Page 52 records of Skagit County

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P75079

## Protective Covenants and Restrictions

Betty Sipma Boundary Line Adjustment for the purpose of providing a desirable Residential area. Betty Sipma (Declarant) hereby establishes the following protective covenants, conditions and restrictions which shall hereafter apply to and protect the real property situated in the County of Skagit County, State of Washington as described hereafter:

### PARCEL D AFTER BOUNDARY LINE ADJUSTMENT

THOSE PORTIONS OF LOTS 7, 8 AND 9 BLOCK 23 AND VACATED BANDY STREET OF THE PLAT OF WEST ADDITION CLEAR LAKE, WASHINGTON AS RECORDED IN VOLUME 4 OF PLATS AT PAGE 32 RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH 15.000 FEET OF LOT 9; THENCE N 00°09'24" E ALONG THE EAST LINE OF LOT 9, A DISTANCE OF 152.48 FEET TO THE SOUTH LINE OF VACATED BANDY STREET; THENCE N 00°22'53" W A DISTANCE OF 40.01 FEET TO THE NORTH LINE OF VACATED BANDY STREET; THENCE S 89°37'18" W ALONG SAID NORTH LINE, A DISTANCE OF 247.13 FEET; THENCE S 00°20'14" W, A DISTANCE OF 189.90 FEET TO THE NORTH LINE OF SOUTH 15.00 FEET OF SAID LOT 7; THENCE S 89°46'43" E ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF LOTS 7, 8 AND 9, A DISTANCE OF 248.09 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND THROUGH A PORTION OF LOT 3, 4, 7 AND 8 IN BLOCK 23 OF SAID PLAT OF WEST ADDITION CLEAR LAKE, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE S 89°51'31" E ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 0.95 FEET; THENCE N 00°20'14" E, A DISTANCE OF 142.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°53'03", AND AN ARC DISTANCE OF 54.91 FEET; THENCE N 00°13'17" E, A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF THE SOUTH 25.00 FEET OF SAID LOT 8; THENCE N 89°46'43" W PARALLEL WITH THE SOUTH LINE OF SAID LOT 8 AND SAID LOT 7, A DISTANCE OF 90.00 FEET; THENCE S 00°13'17" W, A DISTANCE OF 20.00 FEET TO A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'57", AND AN ARC DISTANCE OF 55.05 FEET; THENCE S 00°20'14" W, A DISTANCE OF 142.67 FEET TO THE NORTH LINE OF PRINGLE STREET; THENCE S 89°51'31" W ALONG THE NORTH LINE OF PRINGLE STREET, A DISTANCE OF 19.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SUBJECT TO EASEMENT RECORDED UNDER AF#200404060023, RECORDS OF SKAGIT COUNTY, WASHINGTON

### PARCEL C AFTER BOUNDARY LINE ADJUSTMENT

THOSE PORTIONS OF LOT 6 AND 7, BLOCK 23, AND VACATED BIRCH AVENUE, AND VACATED BANDY STREET OF THE PLAT OF WEST ADDITION CLEAR LAKE, WASHINGTON AS RECORDED IN VOLUME 4 OF PLATS AT PAGE 32 RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF VACATED BANDY STREET WITH THE CENTERLINE OF VACATED BIRCH AVENUE, THENCE N 89°37'18" E ALONG THE NORTH LINE OF VACATED BANDY STREET, A DISTANCE OF 251.69 FEET; THENCE S 00°20'14" W, A DISTANCE OF 189.90 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOT 7; THENCE N 89°46'43" W ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF LOTS 6 AND 7 AND ITS EXTENSION, A DISTANCE OF 251.13 FEET TO THE CENTERLINE OF VACATED BIRCH AVENUE; THENCE N 00°10'23" E ALONG SAID CENTERLINE, A DISTANCE OF 187.26 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND THROUGH A PORTION OF LOTS 3, 4, 7 AND 8 IN BLOCK 23 OF SAID PLAT WEST ADDITION CLEAR LAKE, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE S 89°51'31" E ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 0.95 FEET; THENCE N 00°20'14" E, A DISTANCE OF 142.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°53'03", AND AN ARC DISTANCE OF 54.91 FEET; THENCE N 00°13'17" E, A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF THE SOUTH 25.00 FEET OF SAID LOT 8; THENCE N 89°46'43" W PARALLEL WITH THE SOUTH LINE OF SAID LOT 8 AND SAID LOT 7, A DISTANCE OF 90.00 FEET; THENCE S 00°13'17" W, A DISTANCE OF 20.00 FEET TO A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'57", AND AN ARC DISTANCE OF 55.05 FEET; THENCE S 00°20'14" W, A DISTANCE OF 142.67 FEET TO THE NORTH LINE OF PRINGLE STREET; THENCE S 89°51'31" W ALONG THE NORTH LINE OF PRINGLE STREET, A DISTANCE OF 19.05 FEET TO THE POINT OF THIS DESCRIPTION.

SUBJECT TO EASEMENT RECORDED UNDER AF#200404060023, RECORDS OF SKAGIT COUNTY, WASHINGTON

### PARCEL B AFTER BOUNDARY LINE ADJUSTMENT

THOSE PORTIONS OF LOTS 4, 5, 6, AND 7, BLOCK 23, AND VACATED BIRCH AVENUE OF THE PLAT OF WEST ADDITION CLEAR LAKE, WASHINGTON AS RECORDED IN VOLUME 4 OF PLATS AT PAGE 32 RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF PRINGLE STREET WITH THE CENTERLINE OF VACATED BIRCH AVENUE, THENCE N 00°10'23" E ALONG THE CENTERLINE OF VACATED BIRCH AVENUE, A DISTANCE OF 188.08 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOTS 6 AND 7; THENCE S 89°46'43" E ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF SAID LOTS 6 AND 7, A DISTANCE OF 251.13 FEET; THENCE S 00°20'14" W, A DISTANCE OF 187.73 FEET TO THE NORTH LINE OF PRINGLE STREET; THENCE N 89°51'31" W ALONG THE NORTH LINE OF PRINGLE STREET, A DISTANCE OF 250.59 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND THROUGH A PORTION OF LOT 3, 4, 7 AND 8 IN BLOCK 23 OF SAID PLAT OF WEST ADDITION CLEAR LAKE, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE S 89°51'31" E ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 0.95 FEET; THENCE N 00°20'14" E, A DISTANCE OF 142.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°53'03", AND AN ARC DISTANCE OF 54.91 FEET; THENCE N 00°13'17" E, A DISTANCE OF 20.00 FEET TO THE NORTH LINE OF THE SOUTH 25.00 FEET OF SAID LOT 8; THENCE N 89°46'43" W PARALLEL WITH THE SOUTH LINE OF SAID LOT 8 AND SAID LOT 7, A DISTANCE OF 90.00 FEET; THENCE S 00°13'17" W, A DISTANCE OF 20.00 FEET TO A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'57", AND AN ARC DISTANCE OF 55.05 FEET; THENCE S 00°20'14" W, A DISTANCE OF 142.67 FEET TO THE NORTH LINE OF PRINGLE STREET; THENCE S 89°51'31" W ALONG THE NORTH LINE OF PRINGLE STREET, A DISTANCE OF 19.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SUBJECT TO EASEMENT RECORDED UNDER AF#200404060023



200903180105  
Skagit County Auditor

3/18/2009 Page

2 of

7 2:33PM

## GENERAL PROVISIONS

1. The Declarant and/or owner of any lot or lots subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this declaration; provided however, that the Declarant's right to enforce the provisions of this declaration shall terminate at such time as the Declarant shall cease to be an owner of a lot or lots subject to this declaration; and provided further, however, the termination of the Declarant's power to enforce this declaration shall in no way affect the power of any other lot owner to enforce the terms and conditions of this declaration. In any action to enforce the terms and conditions of this declaration, the party prevailing shall be entitled to an award of such party's costs, including attorney's fees, against the non-prevailing party for all costs incurred with respect to the enforcement of this declaration. Failure of the Declarant or any such owner or contract purchaser to enforce any covenant, conditions or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.
3. The covenants, conditions and restrictions of this declaration shall run with and bind the land, and shall inure to benefit of and be enforceable by the owner of any lot subject to this declaration including the Declarant, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10)

Years, unless an instrument terminating all covenants, conditions and restrictions, which is signed by not less than seventy-five (75) percent of the owners of the property subject to the declaration, shall have been recorded with the Skagit County Auditor. Amendments may be adopted if the instrument is signed by not less than seventy-five (75) percent of the owners. Amendments shall take effect when they have been recorded with the Auditor of the County of Skagit.

- ~~4. All oil, gas and mineral rights and the right to remove oil, gas and such minerals on or in the real property described in the above mentioned short plat shall be reserved unto the Declarant here and there and everywhere.~~



200903180105  
Skagit County Auditor

~~from the conveyance of all or any portion of the real property as though written therein, provided that the owners of such real property shall be compensated for any damage or injury to the surface and structures thereon that may be occasioned by an removal of such oil, gas and minerals.~~

5. Nothing herein contained shall impair or defeat the lien or any mortgage or deed of trust now or hereafter recorded covering any lot or lots. Title to any property obtained as a result of any foreclosure proceeding shall specifically be held subject to all of the provisions herein.
6. The builder or owner shall install or have installed within six (6) months of occupancy of any home, landscaping of at least twenty five (25) feet in the front and back of the house and at least twelve (12) feet through the side yards. Said measurements shall run from the foundation outward. Yards shall be regularly mowed and neatly maintained at all times.
7. No trade, craft business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried upon any lot, or within any building located on a lot, unless said activity is in compliance with a permit issued by Skagit County regarding home based businesses or a Conditional Use Permit has been obtained from Skagit County. This provision shall not apply to Lot 3 as long as that lot is owned by Declarant.
8. Nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.
9. Any roads within the short plat, or any portion thereof, shall not be used for storage of automobiles, boats, trucks, trailers or recreational vehicles. No owner of any lot shall permit any automobiles, boats, trucks, trailers, or recreational vehicle owned by such lot owner, any member of the lot owner's family or any guest, acquaintance, or invitee to be parked upon any road for a period in excess of forty-eight (48) hours in any consecutive 30 day period. Recreational vehicle(s) and boat(s) must be stored in a garage, carport or a screened parking area.
10. No goods, equipment, trailers of any description, or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, be kept, parked, stored dismantled or repaired upon any residential lot, street or road, unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner that the same are not visible from any street, road or any other lot in the



200903180105

Skagit County Auditor

plat, except for construction material and a construction office for residential constructions as described in Section 1 above.

11. No animals, livestock or poultry of any kind shall be maintained on any lot, except that cats, dogs, birds, or other household pets may be kept if they are not kept in numbers or under conditions so as to become a hazard to health, safety and/or quiet enjoyment of any lot subject hereto. All dogs must be kept so as to minimize excessive noise from barking or they be considered a nuisance according to the terms of these covenants, conditions and restrictions.
12. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot except as provided for in Section 4 of the General Provisions as found below.
13. There shall be no storage or retention of any automobile hulk, whether abandoned or not, or equipment of any nature, or used furniture or appliances of any nature unless the same are completely enclosed within a building or at all times not visible from the road, street or other parcels. Automobile hulks and equipment referred to herein shall include any wrecked, dismantled or inoperative motor vehicles or equipment or any part thereof which cannot be made an operative motor vehicle or operative piece of equipment without the addition of parts or mechanisms and the application of a substantial amount of labor to effect repairs. Substantial amount of labor to effect repairs shall mean mechanical labor in excess of eight (8) hours of time. This provision shall not apply to Lot 3 as long as that lot is owned by Declarant.
14. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrub clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon the roads, ditches or the adjacent property. The removal and proper disposal of all such material shall be the sole responsibility of the individual parcel owner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
15. No noxious or offensive activity shall be carried on upon any lot. No activity shall be allowed to become an annoyance or nuisance or



200903180105  
Skagit County Auditor

decrease the value of the property of any neighbor or of the neighborhood in general.

16. No signs of any kind shall be displayed to the public view on any lot, except professional signs that total not more than three (3) square feet, advertising the property for sale or rent, and/or a sign used by the builder to advertise the property during the construction and sales period are permitted. Signs of a political nature may be displayed from thirty (30) days prior to Election Day and one (1) day following Election Day.



200903180105  
Skagit County Auditor

ROAD MAINTENANCE AGREEMENT

THIS DECLARATION made this 18<sup>th</sup> day of March, 2009, by the undersigned owners and individuals having a record interest in B&E LANE.

The Declarant hereby establishes and provides that individuals benefiting by said easement, and all subsequent owners, successors or assigns, shall take said property, or portion thereof, subject to this road maintenance agreement. The Declarants and each of the subsequent owners, assigns or successors in interest, shall proportionately share in the cost and expense of maintaining and repairing in good condition the road rights of way over and across said private 200 foot roadway. The proportionate share of said property owner shall be established by dividing the number of property owners purchasing or holding title to any portion of the benefited property into the cost of maintenance and repair.

The beneficiaries of said roadway shall determine annually, or more frequent as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished. It is understood that the maintenance and repair of said roads is for the benefit of all property owners and the property of any such owner failing to pay his proportionate share of such costs; and any other property owner paying the share of a property failing to pay the same shall be entitled to a lien against his property which may be foreclosed in the manner provided for foreclosure of mechanics liens.

The agreement contained herein shall be binding upon the parties herein and their successors and assigns shall be construed as covenants running with the land.

IN WITNESS WHEREOF the parties have affixed their signatures the day, month and year as set forth hereinabove.

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200903180105

Skagit County Auditor

3/18/2009 Page

7 of

7 2:33PM