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Skagit County Auditor

When recorded return to:

Michael A. Winslow
Attorney at Law
411 Main Street
Mount Vernon, Washington 98273

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DOCUMENT: Declaration of Covenants, Conditions, and Restrictions

GRANTORS: Dalseg Brothers, LLC, a Washington Limited Liability Company and Donald B. Dalseg, a married man as to his separate estate

GRANTEES: The Public and Short CaRD PL-07-0138

LEGAL DESCRIPTION:

Skagit County Short CaRD PL-07-0138, approved March 31, 2008, and recorded April 4, 2008, under Skagit County Auditor File No. 200804040033; being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NO. N/A

Declaration of Covenants, Conditions and Restrictions
Dalseg Brothers, LLC Subdivision

This Declaration is made on the 19th day of March, 2009, by Dalseg Brothers, LLC, a Washington Limited Liability Company, and Donald B. Dalseg, a married man as to his separate estate, hereinafter collectively referred to as "Declarant".

Background

A. Declarant is the owners of approximately 35.22 acres of real property ("the Development") in Mount Vernon, Skagit County, Washington, which development is more particularly described herein below, but for abbreviated reference shall be called Short CaRD No. PL-07-0138.

B. Declarant desires to establish a four lot subdivision in accordance with provisions of Short CaRD No. PL-07-0138. The Declarant desires to impose upon the development a general plan of development for the mutual benefit of all future owners, which will preserve and enhance the property values and amenities and will further provide for the health, safety, and welfare of the future residents.

Declaration

NOW, THEREFORE, Declarant hereby declares that all of the property described and defined hereinafter as "the Property" be held, sold, conveyed and occupied subject to the following easements, restriction, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The easements, covenants, and restrictions shall run with the land and each individual lot and shall be binding on all parties having or acquiring any right, title, or interest in the development or any part thereof, and shall enure to the benefit of each owner thereof. Furthermore, any conveyance, transfer, sale, assignment, lease or sublease of a lot shall and is hereby deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, and any First Mortgagee of a lot.

ARTICLE I DEFINITIONS

Section 1. "Declarant" shall mean the owners of record, Dalseg Brothers, LLC, a Washington Limited Liability Company, and Donald B. Dalseg, a married man as to his separate estate, and their successors and assigns; provided, however, that no successor or assignee of Declarant shall have any right or obligations of Declarant under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 2. "Declaration" means the covenants, conditions, and restrictions obligations and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 3. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the property. This definition shall not include "Lot 4 Open Space Reserve" as shown on the face of the Short Card until such time as any portion of that parcel is further subdivided into residential building lots, and upon such further subdivision the residential building lots created thereby shall be included in the definition of "Lot".

Section 4. "Lot Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, including contract purchasers, and excluding contract sellers and further excluding those having an interest merely as security for the performance of an obligation.

Section 5. "Mortgage" shall include a Deed of Trust, Real Estate Contract, or other security

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interest attaching to real estate.

Section 6. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 7. "Development" shall mean or refer to that certain real property described on the face of Short Card No. PL-07-0138.

Section 8. "The Property" shall mean the following:

Skagit County Short CaRD PL-07-0138, approved March 31, 2008, and recorded April 4, 2008, under Skagit County Auditor File No. 200804040033; being a portion of the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

ARTICLE II EXTERIOR MAINTENANCE

Each Lot Owner shall, at Lot Owner's sole expense, keep the interior and exterior of the structures on the Lot Owner's lot, as well as the lot, in clean and sanitary condition, free from rodents and pests and in good order, condition, and repair. The Lot Owner shall be responsible to perform all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the structure and lot. The landscaping shall be maintained to the curb on the edge of the street.

ARTICLE III PROTECTIVE COVENANTS

Section 1. Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance, and location of Structures with respect to topography and finish grade elevation. It is in the best interest of each Owner that such uniformity of use be maintained as hereinafter provided. No building (except for Accessory Structures) shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling. Accessory Structures include carports and storage buildings, which are permitted as allowed by the requirements of this Article III. Notwithstanding anything herein set forth, the construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

Section 2. Development and Use.

A. Land Use and Building Type. No building shall be erected, altered, placed or committed to remain upon any lot other than one single family dwelling, and two accessory



structures such as a shop or garden shed. The dwellings and buildings upon each lot are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use. No Special Use Structures or mother-in-law suites shall be permitted on a Lot.

B. Parking. No more than one boat and trailer, truck in excess of one and a half tons permitted hauling weight, or RVs in excess of 20 feet, may be parked or stored on a Lot. No commercial trucks in excess of 10,000 pounds may be parked or permitted to remain on any lot. This restriction applies to these vehicles at all times, other than deliveries to the premises. All inoperable or non-running vehicles shall be stored in garages or shop buildings.

C. Square Footage. Each single family residence must have a minimum of 1800 square feet of floor area, excluding garage area.

D. Minimum Building Setbacks and Maximum Heights. All buildings or structures shall be constructed in accordance with the laws of Skagit County and applicable building codes. All structures shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to setbacks. Should any Lot Owner desire to obtain a variance in regard to either setback or height of a structure, then they shall, in addition to compliance with applicable variance regulations and laws, obtain the consent of the immediately adjoining Lot Owner, as a condition of varying maximum heights or minimum setbacks. The Lots are further subject to view covenants as further defined and made applicable herein below.

E. Construction Standards and Manufactured Housing. No mobile homes or factory manufactured houses shall be permitted within the development. All construction on the lots within the development shall be in accordance with state and local building codes applicable at the time of construction. All utilities shall be installed underground. No storm drainage may terminate such that it collects and directs water to an adjoining Lot

F. Garbage and Refuse. No garbage, refuse, rubbish, cuttings, or debris of any kind shall be deposited on or left upon any lot unless placed in an attractive container suitably located and screened from view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No building material of any kind shall be placed or stored on any property within the development until the Lot Owner is ready to commence construction, and then such materials shall be placed within the boundary lines of the lot upon which its use is intended. Garbage cans may only be placed in public view on the day of garbage pick-up.

G. Business and Commercial Use of Property Prohibited. No trade, craft, business, or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within the building located on a residential lot. Notwithstanding the foregoing, certain bonafide "home enterprises" may be conducted in the residence if there is no traffic impact or resulting nuisance, and the appropriate permit is obtained from Skagit County. Automobile and equipment repair and similar businesses, which require the



repair and disassembly of machinery in open view to other Lot Owners, shall not be a permitted home enterprise.

H. Temporary Structures. No trailers, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence, even temporarily. No building or structure shall be moved on to the Property from any land outside the development unless the same is used by the contractor as a temporary office or storage space.

I. Completion of Construction. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting or staining, within one year from the date of commencement of construction. All front yard landscaping must be completed within six (6) months from the date of completion of the structure and within not less than eighteen (18) months from commencement of construction of the structure (whichever event occurs first). All lots shall be maintained in a neat and orderly condition during construction.

J. Division of Lots. No lots shall be sub-divided for the purpose of sale or lease, except Lot 4, which Declarant intends to further divide in the future.

K. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any lot or upon any other portion of the Property. Likewise, all Lot Owners shall be considerate of the other Lot Owners and shall limit noise from radios, televisions, stereos, recreational vehicles, lawnmowers, etc. Violation shall be deemed a nuisance.

L. Propane Tanks. Propane tanks may be installed above ground, but shall be properly screened from view by use of fencing, shrubs or other aesthetically pleasing screening material.

M. Animals. Animals, including horses, livestock, or pigs shall not be kept outside of any structure on any lot. Household pets shall not exceed three (3) in numbers. Provided that unweaned puppies or kittens may be kept until weaned. All animal enclosures must be kept in a clean, neat, and odor free condition at all times. Dogs which repeatedly bark are not permitted ("repeated barking" being defined as sustained barking for more than ten minutes). Regardless of anything set forth elsewhere in this Declaration, all owners shall comply with governmental laws, codes, ordinances, and regulations pertaining to animals.

N. Clotheslines. No washing, rugs, apparel, or any articles shall be hung from the exterior of any structure or on a lot so as to be visible from the street and roadways adjoining the lots.

O. Radio and Television Aerials. No television or radio aerials, satellite dish, or other electronic receiving device shall be placed or erected on the exterior of any structure on any lot shall be permitted, except that up to two small receiving devices less than eighteen (18) inches in maximum diameter, which are installed below the top of the roof line and in an inconspicuous location.



P. Fences. All fences shall be constructed in a good and workmanlike manner and shall be constructed of suitable fencing material of wood or wood look composite material. Such fencing structures shall comply with fencing guidelines as established by applicable governmental codes and regulations. Fences shall not exceed six (6) feet in height. Before installation of a fence on any Lot, the Lot Owner shall consult with Lot Owners which adjoin the intend fence location and make reasonable attempts to construct the fence in a mutually aesthetically pleasing manner.

Q. Finish of Exterior of Structures. All exterior walls of the residential structure shall be finished with lap siding, stucco, stone, stone look composites, fired brick, shingles, batt and board, or composite materials emulating any of the foregoing. Prohibited materials include, but are not limited to, T-111 Siding and cinder block. Accessory buildings such as shops and garden sheds may be sided with any of the permitted materials for residential structures, as well as painted metal siding. Paint colors of structures and trim shall be Earth Tones.

ARTICLE IV VIEW COVENANTS

The Declarant desires to preserve the territorial views for the benefit of Lots 1, 2 and the Lot 4 Building Site (as shown on the face of the Plat). To that end, the Declarant hereby declares a restrictive covenant in order to preserve view for the benefit of said lots, which restrictions shall be in more specific terms as outlined herein below.

A. Lot 1. There shall be no restrictions on Lot 1 as to height of buildings or vegetation.

B. Lot 2. Structures on Lot 2, as well as vegetation, including trees of all kinds, shall not exceed 26 feet in height in the East ½ of the subject property. Structures and vegetation shall not exceed 20 feet in height maximum in the West half of the subject property.

C. Lot 3. Structures and vegetation on Lot 3 shall not exceed 20 feet in height on any portion of the subject property.

D. Lot 4 Building Site. Structures and vegetation on Lot 4 Building Site shall not exceed 20 feet in height on any portion of Lot 4 Building Site. Provided, however, that with the express written consent of the owner of Lot 2, the owner of Lot 4 may increase the height of structures to 26 feet. Any agreed deviation as to the height of structures on Lot 4 shall be signed by the owners of Lot 4 and Lot 2, setting forth the specific agreement of the parties, the legal description of the properties, and shall be acknowledged and recorded with the Skagit County Auditor in order to create record notice of the agreed deviation from this view covenant restriction. Absent such recorded consent, the owner of Lot 4 may not rely on any agreement with the owner of Lot 2 to deviate from this height restriction.

E. Method of Calculating Height Restriction. In calculating the height restrictions in



respect to vegetation, trees and shrubs, measurement shall be taken from the base of the tree, shrub or vegetation, to the tip or top of the vegetation/tree. Lot owners may not use additional fill on the lot as a method of obtaining increased height for planting of vegetation and trees. In respect to structures on each lot, the measurement shall be taken from the highest naturally occurring elevation within the area of the building footprint on the subject property.

F. Injunctive Relief. It is recognized that any breach of this restrictive covenant concerning view may give rise to irreparable harm and injury to the owners of the lots benefitted by the covenant. The harm may be of either immediate or permanent nature. It is further recognized that the party harmed by violation of the restrictive covenant may not be fully or adequately compensated through the payment of money damages. It is further recognized that the conceivable injury to the lot owner by virtue of a restraining order is minimal when compared to the risk of immediate and permanent harm to the party benefitted by the restrictive covenant. Therefore, in the event of any actual, threatened or anticipated material breach of this covenant by the party so restricted, then the party benefitted by the covenant may, in addition to any other right in law or equity be entitled to an immediate temporary restraining order, as well as to a preliminary or permanent injunction from any court of competent jurisdiction. Upon application for such injunction, the same may be obtained without the necessity of the party benefitted by the restrictive covenant being required to post any bond or other security as a condition of issuance of the restraining order or injunction.

ARTICLE V GENERAL PROVISIONS

Section 1. Binding Effect. All present and future owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and with any amendments. The acceptance of a deed or conveyance or the entry into occupancy of any lot shall constitute an agreement that the provisions of this Declaration and amendments are accepted and ratified by such owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person who has at any time any interest or estate in such lot as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 2. Enforcement. Any Lot Owner or the Declarant may institute proceedings at law or inequity to enforce all restrictions, conditions, covenants and reservations, now or here after imposed by the provisions of this Declaration. Should any of the foregoing parties employ counsel to enforce any of the terms of this Declaration, all costs incurred in such enforcement, whether negotiated, stipulated, arbitrated, or determined by a court, including reasonable attorney's fees and costs, including those on appeal, shall be paid by the non-prevailing party.

Section 3. Failure to Enforce. No delay or omission on the part of the Declarant or the owners of the Lots in exercising any rights, powers or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a

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waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of the Declarant's failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions. The remaining provisions shall continue in full force and effect.

Section 5. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the lots by providing a common plan for the development of the Property.

Section 6. Counterparts. This Declaration or amendments hereto may be executed in counterparts and all so executed shall constitute one agreement binding in all the parties notwithstanding that some of the parties are not signatories to the original of the same counterpart.

Section 7. Notices. All notices required to be given pursuant to the provisions of this Declaration or as may be required pursuant to the bylaws of the nonprofit corporation, shall be given by certified mail, return receipt requested, to the Lot Owner at their last known address or, if not known, to their address which is of record at the Skagit County Treasurer's Office. Such notice shall be deemed conclusive and binding upon the Lot Owner in all respects.

Section 8. Certain Rights of Declarant. For such time as Declarant shall own lots for development purposes (as opposed to residential purposes), including Lot 4 open space reserve, there shall be no amendments to the Declaration unless agreed to by Declarant, which:

- A. Discriminate or tend to discriminate against the Declarant's right as an owner/developer;
- B. Change Article I ("Definitions") in a manner which alters Declarant's right or status;
- C. Alter the character and rights of membership or the rights of Declarant as provided for in this Declaration;
- D. Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-ways;
- E. Alter the provisions of the use restrictions as set forth in Article IV; or
- F. Alter the Declarant's rights in any way as they appear under this Article.

ARTICLE VI
TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) 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 all of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

ARTICLE IX
RESERVATION OF RIGHTS: FUTURE DEVELOPMENT

The Declarant hereby reserves the right to further subdivide portions of Lot 4 Open Space Reserve in accordance with applicable codes and regulations. Regardless of any provision in this Declaration to the contrary, until such time as Lot 4 Open Space Reserve is subdivided into residential building lots, the provisions of this Declaration shall not apply to said parcel. Upon further subdivision of Lot 4 Open Space Reserve, any area of the subsequent subdivision which is not designated as a residential building lot shall remain exempt from the provisions of this Declaration. Any residential building lots created by further subdivision of Lot 4 Open Space Reserve shall be subject to all of the terms, conditions, and obligations of this Declaration.

ARTICLE XI
AMENDMENT

This Declaration and its covenants, conditions, and restrictions may be amended during any term by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 19th day of March, 2009.

Declarant:

Dalseg Brothers, LLC

Donald B. Dalseg
Donald B. Dalseg, Member and Manager

Donald B. Dalseg
Donald B. Dalseg, Individually

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Dalseg Brothers, LLC

Roger A. Dalseg

Roger A. Dalseg, Member

Dalseg Brothers, LLC

Ralph S. Dalseg, Jr.

Ralph S. Dalseg, Jr., Member

Dalseg Brothers, LLC

Raymond D. Dalseg

Raymond D. Dalseg, Member

State of Washington)

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County of Skagit)

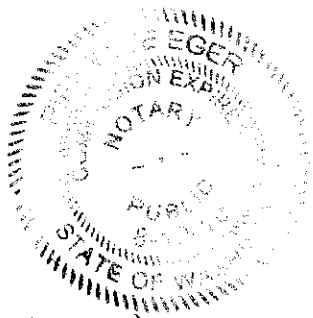
I certify that I know or have satisfactory evidence that Donald B. Dalseg is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member and the Manager of Dalseg Brothers, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

Dated: March 19, 2009.

Piper Lee Egger

Notary Public

My appointment expires: 8/19/10



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County of Skagit)

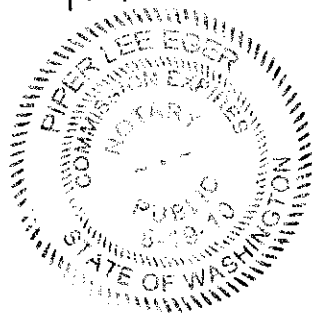
I certify that I know or have satisfactory evidence that Donald B. Dalseg is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: 3/19, 2009.

Piper Lee Egger

Notary Public

My appointment expires: 8/19/10



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I certify that I know or have satisfactory evidence that Roger A. Dalseg is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Dalseg Brothers, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

Dated: 3/17/2009, 2009.

Piper Lee Eger
Notary Public

My appointment expires: 8/19/10

State of Washington)
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County of Skagit)

I certify that I know or have satisfactory evidence that Ralph S. Dalseg, Jr. is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Dalseg Brothers, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

Dated: 3/19, 2009.

Piper Lee Eger
Notary Public

My appointment expires: 8/19/10

State of Washington)
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County of Skagit)

I certify that I know or have satisfactory evidence that Raymond D. Dalseg is the person who appeared before me; that he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged as a Member of Dalseg Brothers, LLC, to be the free and voluntary act of him for the uses and purposes contained in the instrument.

Dated: 3/19, 2009.

Piper Lee Eger
Notary Public

My appointment expires: 8/19/10

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