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Skagit County Auditor

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Return to: Birdsvie Estates, LLC
848 Bella Vista Lane
Burlington, WA 98233
Phone: (360) 708-5637

COVER SHEET
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR BIRDSVIEW ESTATES

GRANTOR: Birdsvie Estates LLC

GRANTEE: Skagit County

LEGAL DESCRIPTION

Portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 35 North, Range 7
East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER P42915 & P42916

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR BIRDSVIEW ESTATES**

This instrument is made on the date hereinafter set forth by the undersigned, who are the owners of certain land situated in the State of Washington, County of Skagit, known as Birdsvie Estates, legally described in Exhibit "A" attached hereto. The undersigned agree and declare that all of said lands are and will be held, sold and conveyed subject to and burdened by the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands. Their instrument shall be binding upon all parties having or acquiring any rights, title or interest in the said lands or any part thereof, and shall inure to the benefit of the owner thereof and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE I – DEFINITIONS

In the declaration, unless the context requires otherwise, the following definitions will apply.

1.1 **"Development"** shall mean Lots 1 through 27 of Birdsvie Estates, recorded Skagit County Auditor's file No. _____.

1.2 **"Land"** means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock or other substance, and includes free or occupied space for an indefinite distance upwards as well as downward, subject to the limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of the State of Washington or the United States.

1.3 **"Lot"** shall mean and refer to any plot of land intended for sale by Declarant to the public as indicated on the recorded subdivision map of the development.



1.4 **"Owners"** shall mean and refer to the record owner, whether one or more persons or entities of a free or undivided fee interest in any lot which is a part of the properties, including contract purchases, but shall not include a contract seller, a mortgage or beneficiary under a Deed of Trust or those holding record ownership merely as security for the performance of an obligation.

1.5 **"Declarant"** shall mean and refer to Birdsvew Estates, LLC, the owners and developers of the development and their successors and/or assigns.

1.6 **"Mortgage"** means a mortgage, deed of trust, or a real estate contract covering a lot or other portion of the property.

1.7 **"Declaration"** means the declaration of covenants, conditions, easements and restrictions applicable to the property recorded in the office of the Skagit County Auditor.

ARTICLE II – RESIDENTIAL COVENANTS

The following covenants are hereby imposed upon the use and ownership of the lots in the Development (Exhibit "A")

2.1 **Residential Use.** No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, and a private swimming pool, or a shelter or port for the protection of a boat and/or camping trailer kept for personal use, provided at the location of such structure is in conformity with the applicable county regulations, is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Declarant. Carports are prohibited and residences must have a minimum of a two car and a maximum of a three car attached garage. Two out buildings are allowed with the approval of the Declarant. One of the out buildings is not to exceed 2,500 square feet with a side wall height of no more than fourteen (14) feet. The other out building may not exceed two hundred (200) square feet. Owners shall provide off-street parking for their personal recreational vehicles.

The provisions of this section shall not be deemed to prohibit the right of anyone to construct a residence on any lot; to store construction materials and equipment on said lots in the normal course of construction.

2.1.1 All building structures and construction practices must be in conformance to all applicable County and State or National building codes including structural, mechanical and electrical.



2.2 Dwelling Size. Each residence shall conform to the following requirements:

2.2.1 The area of square footage of a dwelling, exclusive of garages, decks and covered porches or patios, shall be a minimum of one thousand five hundred (1,500) square feet, on lots 1 through 24, and one thousand two hundred (1,200) square feet on lots 25, 26, and 27.

2.2.2 The finished living area of a structure more than one story (such as two stories, multilevel, trilevel, etc.) shall be a minimum of one thousand eight hundred (1,800) square feet, exclusive of open porches, on lots 1 through 24, and one thousand five hundred (1,500) square feet on lots 25, 26, and 27.

2.2.3 Building height for all lots shall be limited only by applicable Skagit County building regulations.

2.3 Building Setbacks. Skagit County zoning codes and regulations provide for minimum primary structure setbacks as follows:

Front: Thirty-five (35) feet, twenty-five (25) feet on minor access and dead-end streets.

Side: Eight (8) feet on interior lot, twenty (20) feet on street right of way.

Rear: Twenty-five (25) feet.

2.4 Easements. Easements for maintenance of road, utilities and drainage over, under and across the lots are reserved as shown on the face of the recorded plat map and shall not be used for any purpose inconsistent with their original intended use. This shall not be construed as preventing reasonable landscaping of the surface of the ground.

2.5 Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuildings on any lot shall be used as a residence, either temporary or permanent, at any time.

2.6 Fence and Hedges. No fence shall exceed six (6) feet in height from the finished lot grade. Side yard fences shall not project beyond the front walls of any dwelling and will not extend out to garage. Designs of all fences must be approved in writing prior to construction by the Declarant. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences.



2.7 Retaining Walls. Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. No chain link fences will be allowed.

2.8 Offensive Activity. No obnoxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be, or may become, or would constitute a nuisance under the Skagit County Code or under state law. No offensive noise due to construction of homes shall be permitted between the hours of 8:00 p.m. and 6:00 a.m. unless approved by the Declarant.

2.9 Business and Commercial Use. Except as provided for below, no trades, crafts, business, professions or commercial or similar activity of any kind shall be conducted in the Development. Nor shall any goods, equipment, vehicles, materials or supplies used in connection with trade, service or business be kept or stored on any lot; provided however, that any Owner may store construction materials and equipment on said lots in the normal course of said construction and use completed residences as sales models. A home occupation shall not violate this covenant so long as the criteria for "Home Base Businesses 1" under the Skagit County Code for "Home Based Business I under SCC 14.16.730" are met.

2.10 Signs. No sign of any kind shall be displayed to the public view on any lot or improvement, except one (1) professionally made sign containing not more than a total of six (6) square feet advertising the property for sale or a "No Trespassing" sign. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner, or placement of a professionally made sign by the Developer, which must comply with the local sign ordinances. This restriction shall not apply to the signs used by the Owner's realtors or agents for sale of the lot.

2.11 Parking. Boats, trailers, motorcycles, trucks (except pickup trucks), motor homes, truck-campers and like equipment shall not be parked or stored on any part of the Lot or on the private road except within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery. Provided, however, that such vehicles belonging to guests may occasionally be so parked on the lot, but not longer than fourteen (14) days. No such vehicles shall be parked overnight on the public road. No owner shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any lot for more than forty-eight (48) hours.

2.12 Trash or Rubbish. No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view.



2.13 Construction Completion. Construction of any residence shall be completed, including exterior trim and finish, within nine (9) months from the date of the start of such construction. All lots shall, prior to the construction of improvement, thereon, be kept in a neat and orderly condition and free of brush, vines and debris, and the grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or a fire or safety hazard.

2.14 Landscape Completion. All front yard landscaping must be completed at the time the construction of the residence is complete. Landscaping plans must be included in the construction package submitted for approval to the Declarant simultaneously with the plans and specifications for the residence. In the event of undue hardship due to the weather conditions, the time for construction may be extended for a reasonable length of time upon written approval of the Declarant. Rear and side yard ground cover to be completed within six (6) months of occupancy unless prohibited by adverse environmental conditions.

2.15 Antennae and Service Facilities. Exterior antennae shall not exceed the height of the roof any structure. This shall include but not be limited to dish antennae or satellite receivers.

2.16 Utilities. No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Development. All owners shall use underground service wires to connect their premises and the structures built thereon to the underground electrical or telephone utility facilities.

2.17 Construction and Appearance. Unless otherwise approved by the Declarant, the following design/construction requirements shall apply.

2.17.1 Stick Built Construction. All dwellings shall be part of a stick-built variety. Mobile Homes, manufactured housing and modular homes are not permitted on lots 1 through 24. Manufactured housing and modular homes are permitted on lots 25, 26 & 27.

2.17.2 Roofing. The roof shall be a composition, concrete tile, metal or shake roof with a minimum 30-year life expectancy.



2.17.3 Siding. The exterior of each residence shall be designed, built and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping of the Birdsvue Estates subdivision. All exterior materials and all exterior colors must be approved by the Declarant in accordance with the provisions of the article. Exterior trim, fences, doors, railings, decks, eaves, gutters and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the buildings they adjoin. Exterior roof pitches are to be 5/12 pitch or greater.

2.17.4 Entry Walks, Porches and Decks. All front entry walks shall be concrete or masonry, and all decks and wood porches shall be constructed of cedar, pressure treated materials or other materials acceptable to the Declarant.

2.17.5 Window Coverings. Standard curtain materials or blinds only will be permitted as window coverings. At no time are blankets, newspapers, sheets, tarpaper, foil, etc. to be placed in windows.

2.17.6 Variations. Any variation from these design/construction requirements shall be specifically brought to the attention of the Declarant as a Request for Variation, and shall require an affirmative approval by the Declarant.

2.18 Driveway. Driveways for all residences shall be paved with asphalt, concrete, or pavers.

2.19 Clothes Lines, Other Structures. No clothes lines or other structure of a similar nature not specifically addressed by these covenants shall be visible from the front street.

2.20 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on a 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. All animal enclosures must be kept in a clean, eat and odor free condition at all times.

2.21 Lot Maintenance. All lots, whether occupied or vacant, shall be reasonably maintained on a regular basis to conform with surrounding lots, and shall be kept in a net, clean and sanitary condition.



ARTICLE III – ENFORCEMENT

3.1 **Enforcement.** The Declarant and any lot owner shall have full power and authority to enforce the covenants in this declaration in any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants, and to recover damages sustained by reason of such violation. If the Declarant or any lot owner employs counsel to enforce any of these covenants, all expenses incurred in such legal process, including a reasonable attorney fees, shall be paid by the lot owner violating the covenants.

ARTICLE IV – AMENDMENT

This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination and revocation or amendment which is signed by not less than a simple majority or fifty-one percent (51%) of the lot owners. No amendment of this declaration shall be made during the development period without the unanimous vote of all lot owners.

ARTICLE V – COVENANTS RUNNING WITH THE LAND

The covenants, conditions, easements and restrictions contained in this declaration shall be deemed to run with the land, shall be a burden and benefit upon the lots and all other portions of the property, shall be binding upon all person acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE VI – NOTICES

Any notice permitted or required to be delivered under the provisions of this declaration may be delivered either personally or by mail. If delivery is by mail, such notices shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States Mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given in writing by such person to the Association. Notice to a lot owner or owners shall be sufficient if delivered or addressed to the address of the lot.

ARTICLE VII – SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.



ARTICLE VIII – INTERPRETATION

The provisions of this declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of the property.

ARTICLE IX – EFFECTIVE DATE

This declaration shall take effect upon recording with the Skagit County Auditor's Office.

DATED this

In witness, whereof, the parties have hereunto set their signatures.

For: Birdsvew Estates, LLC

Date: JUNE 9, 2010



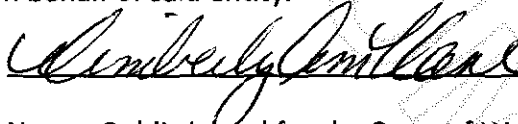
Daniel R. Madlung, Manager

STATE of WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Daniel R. Madlung to me known to be the MANAGING PARTNER of BIRDSVIEW ESTATES, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath state that he is/are authorized to execute the said instrument on behalf of said entity.

Dated: 6-9-2010



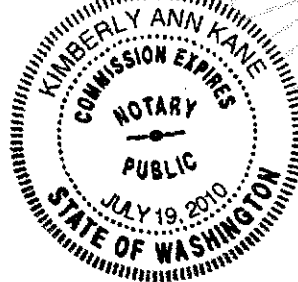
Notary Public in and for the State of Washington

Residing at

Sedro Woolley, Wa

My appointment expires

July 19, 2010



Birdsvew Estates Covenants



201006100098
Skagit County Auditor

EXHIBIT A

LEGAL DESCRIPTION OF BIRDSVIEW ESTATES:

THAT PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼, LYING NORTH OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY, SECTION 17, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., EXCEPTING COUNTY ROAD.

