

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
RKSJ, LLC
6067 Central Avenue
Anacortes, WA 98221



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Skagit County Auditor

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**AMMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

200811190075

Grantor (s) RKSJ, L.L.C., a Washington limited liability company
Grantee (s) THE PUBLIC
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: Ptn NE, SW, and SE, NW, S2 T34N, R1E, WM
Additional Legal on page(s) SEE EXHIBIT A
Assessor's Tax Parcel No's: P19057, P128068, P128069, P128070

**DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
PANGEA VISTA II**

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 Pangea Vista II subdivision, described in Appendix "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. This instrument shall be binding upon all parties having or acquiring any right, 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.

1. ARTICLE 1 - DEFINITIONS:

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

1.2. "Development or Subdivision" shall mean all lots, and all future subdivided lots, of the property described in Appendix "A" attached hereto.

1.3. "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.

1.4. "Lot" shall mean and refer to any plot of land intended for sale by Declarant to the public as indicated on the recorded plat or subdivision map of the development with the exception of public and private roadways. "Lot" shall also include all lots, and all future subdivided lots, of the property described in Appendix "A" attached hereto. Each Lot shall have one vote for any matter relating to this Declaration or the Association. However, in the event that any Lot is further subdivided after its sale by Declarant, the resulting lots shall cumulatively only enjoy the voting power held by the original lot, prior to subdivision. Notwithstanding anything to the contrary, the Declarant may perform further subdivisions of lots held by Declarant prior to their sale. In such event, each lot created by Declarant shall have a full vote in any matter relating to this Declaration or the Association.

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

1.6. "Declarant" or "Developer" shall mean and refer to RKSJ, L.L.C., a Washington limited liability company.

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

1.8. "Declaration" means this declaration of covenants, conditions, easements and restrictions applicable to the property recorded in the office of the Skagit County recorder.



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1.9. "Association" means the Pangea Vista II Homeowners Association, a Washington non-profit corporation.

2. ARTICLE 2 - RESIDENTIAL COVENANTS

2.1. The following covenants are hereby imposed upon the use and ownership of the lots in Pangea Vista II, and future subdivided lots, described in Appendix "A" attached hereto.

2.2. Residential Use. No lot shall be used except for residential purposes. No structure 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 (30 feet) in height. A maximum of three (3) accessory buildings may be erected for purposes such as a private swimming pool, or a shelter or port for the protection of such swimming pool, storage of a boat and/or camping trailer kept for the personal use or for workshop, storage or other such use. However, accessory buildings are only allowed on the conditions that the location of such structure is in conformity with the applicable governmental regulations, is compatible in design and decoration with the residence constructed on such lot (specifically utilizing siding and construction of same color, materials and design as the residence located on the lot), does not exceed a footprint square footage greater than 100% of the footprint square footage of the residence located on the lot and does not unreasonably obstruct or obscure the view of another owner. Property owners shall provide off street parking for their personal recreational vehicles. Accessory buildings may only be erected after or simultaneous with completion of a residence upon the lot. No mobile homes or prefabricated modular homes of any kind may be located upon any Lot. Accessory buildings and structures, built by the Pangea Vista II Homeowners Association, for the purpose of providing utilities for the benefit of all Pangea Vista II lots are exempt from these restrictions.

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 and to use any single family residence as a sales office or model home for the purpose of sales of residences in Pangea Vista II. The provisions of this section shall not be deemed to prohibit the construction or use of a mother-in-law apartment, servant's quarters or guest quarters which meets the criteria established in this section and otherwise complies with this Declaration and applicable codes, regulations and laws.

2.3. Dwelling Size. Each residence shall conform to the following requirements.

2.3.1. The ground floor area of a one-story dwelling, exclusive of open porches and garages, shall be a minimum of 2000 square feet.

2.3.2. The finished living area of a structure more than one-story (such as two stories,

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multi-level, split level, tri-level, etc.), shall be a minimum of 2200 square feet, exclusive of open porches and garages.

2.4. Building Setbacks. Setbacks will conform with Skagit County zoning requirements.

2.5. Easements. Easements for installation and maintenance of utilities and drainage, and irrigation facilities, are reserved as shown on the recorded plat and in all other documents recorded after the date of the recorded plat. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and/or maintenance of such utilities, or which may change the direction of flow of water through a drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area on any lot and all improvements in it shall be maintained continuously by the lot owner.

2.6. Temporary Structures. No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding on any lot shall be used as a residence, either temporary or permanent, at any time other than during construction of a residence on the Lot. During construction of a residence, Owners may reside in a trailer or recreational vehicle located on the lot. In no event shall such temporary living arrangements be utilized for a period of longer than 2 years.

2.7. Fences 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 or garage except at entry as installed by developer. No chain link fencing may be used. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences. Retaining walls: nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.

2.8. Propane Tanks. All liquid propane tanks or other such item shall be shielded from view by burial or by a wood fence, enclosure of similar siding, color and design as the residence or greenscreen of adequate height and density so that no part of the propane tank or other such item is visible to any other owner or from any public road or location.

2.9. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, through noise, dust, emission, sight or smell, an annoyance or a nuisance. No activity is allowed that creates excessive traffic, and/or excessive parking, that is inconsistent with residential land use, or interferes with normal residential traffic.

2.10. Business and Commercial Uses. No trades, crafts, business, professions, commercial

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or similar activity of any kind shall be conducted in Pangea Vista II. No goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business may be kept or stored in any location that is visible from other lots or common roads except that any homebuilder may store construction materials and equipment on said lots in the normal course of said construction.

2.11. Signs. No sign of any kind shall be displayed to the public view on any lot or improvement, except one professionally made sign of not more than six square feet advertising the property for sale. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner, or placement of a sign by the developer, which signs must comply with the local sign ordinances. This restriction shall not apply to signs used by the developer, builders, realtors or agents during the original construction and sales of residences.

2.12. Parking. No parking is allowed on, or adjacent to, common or shared roadways or driveways. No more than two boat, trailer, motorcycle, truck, truck-camper and like equipment may be parked or stored on any part of any lot except within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage. 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.

2.13. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in a manner which creates a nuisance or unreasonable disturbance to the other owners. No animals, livestock or poultry may be kept, bred or maintained for any commercial purposes. No lot owner shall cause, permit or allow any dog owned by or in his custody to roam, run, or be away from the premises of such owner or custodian. A lot owner may stable and/or pasture horses on the lot owner's property as long as the lot owner takes all reasonable steps to minimize odors, insects and pests related to the presence of the horse(s).

2.14. 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. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

2.15. Antennae and Service Facilities. Exterior antennae shall not be permitted to be placed upon any lot or on the roof of any structure, if the antenna is visible to other lot owners, or from common or shared roadways or driveways. This shall include but not be limited to dish antennae or satellite receivers exceeding three (3) feet in diameter.

2.16. Driveway. Driveways for all residences shall be constructed of crushed rock,



concrete, exposed aggregate or asphalt and shall be constructed so that they extend outward from the lot a sufficient distance to join the paved portion of the common roadway. All driveways shall be maintained to present an attractive appearance and to reasonably minimize dust.

2.17. Window Covering. Standard curtain materials or blinds only will be permitted as window covering. At no time are blankets, sheets, tar paper, foil, etc., to be placed in windows.

2.18. Clothes Lines, Other Structures. No clotheslines or other structure of a similar nature not specifically addressed by these covenants shall be visible from any other lot or common roadway.

2.19. Firearms. No discharge of firearms shall be allowed on any lot.

3. ARTICLE 3. ENFORCEMENT. The developer, the Association and lot owners of Pangea Vista II described in Appendix "A" attached hereto 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 developer, the Association or any lot owner employs counsel to enforce any of these covenants, all expenses incurred in such legal process, including a reasonable attorney's fee shall be paid by the Lot Owner found to be violating the covenants.

3.1. Notice of Default. No Lot Owner shall be deemed to be in default of any provision of this Declaration unless such Lot Owner fails to cure such alleged default within thirty (30) days of written notice of such default.

3.2. Effect of Breach on Mortgage. The breach of any of these covenants, conditions or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value affecting any lot or lots or portions of lots in Pangea Vista II.

3.3. Waiver. No delay or omission of any kind on the part of the developer, the Association or lot owners of Pangea Vista II described in Appendix "A" attached hereto, in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the covenants in this declaration. No right of action shall accrue against the developer, the Association or lot owners of Pangea Vista II, for or on account of their failure to bring any action to enforce these covenants.

3.4. Extent of Remedies. These covenants are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be



available.

3.5. Creation of Lien; Personal Obligation.

Agreement to Pay

Declarant and each subsequent owner of any lot within the described subject property, by virtue of this Declaration or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of any and all costs related to the enforcement of this Declaration and also for the construction, maintenance, repair and replacement of any and all improvements which are owned, operated, maintained or constructed by the Association, which shall include, but in no way be limited to: detention ponds, shared roadways, shared utilities, pump houses, security gate, security cameras and landscaping.

Road and Utility Maintenance

The Association shall be liable for maintenance of the common pump house, but shall not be responsible for the installation and maintenance of any portion of a Lot Owner's water system located within the common pump house – including, but not limited to, pumps, plumbing, controls, electrical connections, or any other component or portion of a Lot Owner's water system.

The Lot Owners are responsible to individually install and maintain their water system components, which may be located within the common pump house, providing water delivery to their lot – including, but not limited to, pumps, plumbing, controls, electrical connections and any other components located within the common pump house. A Lot Owner may utilize a maximum of 10 percent of the common pump house square footage.

The Lot Owner is required to meet all building codes and properly install and inspect any plumbing or electrical work that they install, or contract to install, within the common pump house. The Lot Owner will be liable for any damage caused by improper installation or maintenance of their water system components located within the common pump house. Such liability includes, but is not limited to, water or fire damage to the structure, or damage to another Lot Owner's components located within the common pump house.

The Lot Owner is required to obtain approval by the Del Mar Community Service Inc. water purveyor of any water pump equipment prior to installation.

The Association does not provide or maintain an electrical generator at the common pump house. As a result, in the event of a power outage, water pressure may be



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partially or entirely lost at a Lot Owner's building site or residence. A Lot Owner may decide to install at their residence a water storage tank, residential pressure booster pump and emergency generator in order to assure continuity of water during electrical power outages. Installation and maintenance of any such system is the sole responsibility of the Lot Owner.

The Lot Owners are responsible for the maintenance of a portion of the roadways and utilities within the development pursuant to certain road and utility maintenance agreements previously recorded against the title to the property constituting the development. The Association shall maintain all shared roadways and utilities which are not covered by such previously recorded maintenance agreements. However, for any Association maintained roadway or utility, the Association shall collect maintenance and repair costs only from those Lot Owners that utilize that portion of the roadway or utility subject to repair or maintenance. A Lot Owner shall be considered to utilize a portion of roadway if that portion of roadway is located between Marine Drive and any driveway that accesses the Lot Owner's property. A Lot Owner shall be considered to utilize a portion of a utility service if that portion of utility service is located between the main supply for the utility and the Lot Owner's tie in to the utility service. Any cost that is allocated under the provisions of this paragraph shall be allocated equally among those Lot Owners that are obligated to contribute. A Lot Owner shall not be obligated to contribute costs for repair or maintenance of any portion of a roadway or utility that is not utilized by the Lot Owner. Lot Owners of any newly created lots shall not be liable for any repair or maintenance costs incurred prior to the creation of their lots except for any such costs that represent the unpaid obligation of the Lot Owner of the Lot from which their new lot was subdivided.

Lien

Obligations for payment shall consist of annual or special assessments as may be established by the Association. All such assessments, including any interest, costs and reasonable attorney's fees actually incurred, shall be a charge upon the land and shall be a continuing lien upon the subject lot against which each assessment is made. Additionally, each assessment, together with interest, costs and reasonable attorney's fees actually incurred, shall be a personal obligation of the Owner of such lot at the time the assessment fell due. In addition to the lien provided herein, the Association shall have the right to disconnect the power supply to the pump and other improvements located in the common pump house for any Owner that is delinquent in payments to the Association.

3.6. Computation. It shall be the responsibility of the Association to budget annually for the common costs associated with the operation and maintenance of any common pump house detention pond, electrical service for common improvements, landscaping and other

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improvements and enforcement of this declaration, which budget may include a capital contribution or reserve in accordance with any capital budget prepared by the Association.

3.7. Special Assessments. In addition to any assessments authorized herein, the Association may levy a special assessment in any year. If allowed by the Association, special assessments may be paid in installments beyond the calendar year in which the special assessment is imposed.

3.8. Lien for Assessments. All sums expressed as against any lot pursuant to this declaration, together with interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be a secured lien on such lot in favor of the Association and contributing members of the Association. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage. All other persons acquiring liens or encumbrances on the subject lot after this declaration shall have been recorded take such liens or encumbrances subject to this declaration and such liens or encumbrances shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

3.9. Effect of Non-Payment; Remedies. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within sixty (60) days, a lien as herein provided shall attach and, in addition, the lien shall include interest at twelve percent (12%) or a rate not to exceed the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees actually incurred, and other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts or to foreclose its lien. All members, by acceptance of a deed or as a party to any type of a conveyance, vests in the Association, or its agents, the right and power to bring all actions against him/her/it personally for the collection of such charges as a debt or to enforce the lien judicially in the manner set forth in RCW 61.12 and as it may hereafter be amended. All payments on any lien shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments.

4. ARTICLE 4 - AMENDMENT

4.1. This declaration may be amended or repealed only by duly recording a written instrument which contains a 66% or greater majority agreement providing for termination, revocation or amendment which is signed by said majority of the lot owners of Pangea Vista II, described in Appendix "A" attached hereto. The Declarant shall have the right to veto any amendment to this Declaration, which amendment affects the rights of the Declarant.



5. ARTICLE 5 - COVENANTS RUNNING WITH THE LAND

5.1. 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 persons acquiring or owning any interest therein, their grantees, successors, heirs, executors, administrators and assigns.

6. ARTICLE 6 - NOTICES

6.1. 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 notice 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 mailing address shown for the lot on the Skagit county assessor's records.

7. ARTICLE 7 - SEVERABILITY

7.1. 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.

8. ARTICLE 8 - INTERPRETATION

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

9. ARTICLE 9 - EFFECTIVE DATE

9.1. This declaration shall take effect upon recording with the Skagit county recorder.

Dated this 9th day of August, 2010.

RKSJ, L.L.C.

By:

Earl Roger Noar, Manager RKSJ LLC
EARL ROGER NOAR, MANAGER

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State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that EARL ROGER NOAR is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the MANAGER of RKSJ, L.L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: August 9, 2010

Rhonda Jo Worley
(Signature)

NOTARY PUBLIC
RHONDA JO WORLEY

Print Name of Notary

My appointment expires: 04-09-2013

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APPENDIX "A" - LEGAL DESCRIPTION

Parcel A:

The Northeast Quarter of the Southwest Quarter, and the Southeast Quarter of the Northwest Quarter of Section 2, Township 34 North, Range 1 East, West of the Willamette Meridian, Skagit County Washington; EXCEPTING therefrom said Southeast Quarter of the Northwest Quarter that portion lying within the boundaries of Short Plat 17-75, as recorded in Volume 1 of Short Plats, page 36, Auditor's File No. 817573. Situate in Skagit County, Washington.

Subject to easements, encumbrances, restrictions, court actions and all matters of record.

Appendix "A"



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