

AFTER RECORDING RETURN TO:

Roger W. Helgeson
6792 F&S Grade Rd.
Sedro Woolley, WA 98284
LAND TITLE OF SKAGIT COUNTY
Grantor: Roger W. Helgeson
Grantee: Roger W. Helgeson



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Legal Description: Attached Exhibit "A"
Parcel Nos. P62717, P72111, P128583, P128584, P128585, P128586
And to included any future parcel #'s created from Parcel 128585 & 62717

LAND TITLE OF SKAGIT COUNTY

136927-00

**DECLARATION OF RESTRICTIVE COVENANTS
HELGESON 32 LONG PLAT**

This Declaration of Restrictive Covenants is made by Roger W. Helgeson

RECIATALS

- A. Roger W. Helgeson hereafter referred to as "Owner" is the owner of the property fully described below (hereafter referred to as "the property")

Lots 1-32 of Helgeson 32 Long Plat of Skagit County

- B. The Owner's desire to subject said Lots 1-32 to restrictions and covenants set forth herein to protect the value and desirability of the property.

THEREFORE, to accomplish the foregoing purposes, the owner hereby publish and declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following covenants and restrictions, which shall run with the land and be a burden upon and benefit the declaring and any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

1. Residential use. Lots are restricted to single family use. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or other business be kept or stored on any lot.

2. Dwelling restrictions. No mobile homes, prefabricated homes, or modular homes shall be located on any lot either on a temporary or permanent basis. All structures must comply with Uniform Building Codes as adopted by Skagit County.

3. Dwelling size. The dwelling shall be at least 1,400 square feet, exclusive of garages and open areas.

4. Construction. All structures shall be of new construction, with concrete foundation and on-site "stick built" construction. 50 yr. roofing materials, enclosed exterior soffits, No vinyl siding. No construction shall be commenced until a building permit is obtained. No building shall be erected, placed or altered on any lot until approved by the Architectural Control Committee as to the quality of the structures.

5. Completion of Construction. Any dwelling or structure constructed on any lot shall be completed, included painting and exterior appearance within twelve (12) months from the date construction started.

6. Derogation of laws. No owner or occupant of any lot shall carry on any activity of any nature on any lot that is in derogation of or in violation of the laws of the State of Washington, Skagit County or any other applicable municipality or governmental body.

7. Garbage. No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal out of public view.

8. Vehicles in disrepair. No owner shall permit any vehicle that is in a state of disrepair to remain parked in front of the residential dwelling on any lot for a period exceeding forty-eight (48) hours. A vehicle will be deemed to be in a state of disrepair when it is not operable in current condition and has not been moved for a period of 48 hours. All such vehicles must be parked within an enclosed garage or carport.

9. Maintenance of structure and grounds. Each owner shall maintain his or her lot in a clean and attractive condition and shall keep the buildings thereon painted and the lawn mowed.

10. Landscaping. Front yard landscaping must be completed within six months and issuance of the final occupancy permit.

11. Signs. No sign of any kind shall be displayed to the public view on any lot except one approved unilluminated "For Sale" or "For Rent" sign of not more than five square feet placed by the owner, builder or by a licensed Real Estate Broker.

12. Covenants to run with the land. The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal representatives, and assigns.



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13. Enforcement. Each lot owner, including the declaring if the declaring is a lot owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter. Any expense to enforce the CC&R's shall be paid by the property owner that is not in compliance.

14. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall have no effect on any of the remaining provisions, which shall remain in full force and effect.

15. Architectural Control Committee. The Architectural Control Committee is composed of one owner from each lot. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At which time the owner has built and sold all dwellings to be constructed by the owner on all lots within the subdivision, the then record owners of a majority of lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

Roger W. Helgeson 8/17/10
ROGER W. HELGESON DATE



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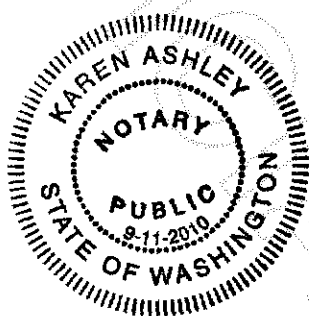
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State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Roger W. Helgeson
the person(s) who appeared before me, and said person(s) acknowledged that he
signed this instrument and acknowledge it to be his free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: August 17, 2010



Karen Ashley
Karen Ashley
Notary Public in and for the State of Washington
Residing at: Sedro-Woolley
My appointment expires: 9/11/2010



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PARCEL "A":

The North $\frac{1}{2}$ of the East $\frac{1}{2}$, less the West 7.2 feet thereof, of Lot 63, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "B":

Lots 6, 7, 8, 9 and 10, Block 125, 'FIRST ADDITION TO THE TOWN OF BURLINGTON', as per plat thereof, recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.



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