



201010200023

Skagit County Auditor

10/20/2010 Page 1 of 7 9:28AM

Document Title:

Declaration of Covenants, Conditions and Restrictions of Scott Short Plat

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. Darrell Scott

2.

Grantee(s):

☐ additional grantee names on page ____.

1. Public

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

SE 16/34/04

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P24907

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SCOTT SHORT PLAT**

This Declaration, made this 14 th day of OCTOBER, 2010, by
DARRELL SCOTT, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the County of Skagit,
State of Washington, which is more particularly described as fully set forth (See Lots 1
and 2 Legal Descriptions, Attached) hereto which is incorporated in full by reference as
if fully set out.

NOW, THEREFORE, Declarant hereby declares that the Properties described Above
shall be held, sold and conveyed subject to the following easements, reservations,
charges, liens, covenants and conditions, all of which are for the purpose of enhancing
and protecting the value, desirability and attractiveness of the real property. These
easements, reservations, charges, liens, covenants and conditions shall run with the real
Property and be binding on all parties having or acquiring any right, title in the described
properties or any part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1: “Property Owner” shall mean and refer to the record holder of fee
simple title to a Lot, whether one or more persons or entities, including contract sellers,
but excluding those having an interest merely as security for the performance of an
obligation.

Section 2: “Lot” shall mean and refer to one of the numbered parcels on the
Recorded short plat map of the Subject Property.

Section 3: “Properties” shall mean and refer to that certain real property herein
described and such additions thereto as may hereafter be brought within the jurisdiction
of the Association.

Section 4: “Declarant” shall mean the undersigned and its successors and
Assigns, except that the term “successors and assigns”, as used herein, does not include
purchases of interests individual lots from the undersigned.



201010200023
Skagit County Auditor

10/20/2010 Page

2 of

7 9:28AM

Section 5: "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 6: "Improvement" shall mean and include any residential building, outbuilding, garage, fence, wall, hedge, mass planting, hole, sign and any structure of any kind.

Section 7: "Domestic Animals" shall mean domestic dogs, cats and such other household animals, fish, reptiles and birds that are permitted to be sold in retail pet stores by the Washington Department of Agriculture.

Section 8: "Purpose of Restrictions" means that the purpose of these restrictions is to assure proper development and use of Subject Property, to protect the Owner of each Lot against such improper development and use of neighboring Lots as will depreciate the value of any Lot, to prevent the erection on Subject Property of a structure built of improper designs of materials, to encourage the proper maintenance upkeep to Subject Property and, in general, to provide for a high type and quality of improvement of Subject Property in accordance with the approved map of the Subject Property.

ARTICLE II REGULATIONS OF IMPROVEMENTS AND USE

Section 1: **Offensive Activities.** No noxious or offensive activity shall be carried on within the Subject Property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to the other Owners in the enjoyment of their property. Without limiting any or the foregoing, no Owner shall permit noise including, but not limited to, the barking of dogs and excessive playing of music systems to emanate from Owner's Lot which would unreasonably disturb another Owner's quiet enjoyment of a Lot.

Section 2: **Parking.** Automobiles that are not in any operating condition shall not be parked or left on any parking lot or any part of Subject Property other than in a garage. The parking lot and private driveways within the short plat shall not be used for overnight parking of any recreational vehicles.

Section 3: **Improvements.** No improvements except constructed by declarant or their agent, pursuant to its initial development of Subject Property, shall be erected, placed or altered upon any Lot or portion thereof until the construction plans and specifications and a plot plan showing the location of the structure and drainage plans have been approved by local building jurisdiction.



201010200023

Skagit County Auditor

2

Section 4: Repair. All improvements upon Subject Property shall at all times be maintained in good condition and repair. Any collection or accumulation of trash garbage, rubbish, collected junk or weeds shall be immediately removed and all lots shall be kept in an orderly, sanitary condition at all times.

Section 5: Maintenance.

- a) The property owners shall share the responsibility to maintain all common improvements, including the private storm drainage facilities and the private driveway adjacent to the west side of Lot 1, unless those improvements are deeded or sold to a government agency that assumes the maintenance responsibility.
- b) The property owners shall be charged with the responsibility of funding and maintaining the storm drainage system that serves the real property that is the subject matter of these Covenants, Conditions and Restrictions. The property owners shall ensure that there is adequate funding available to maintain the storm drainage system. The funding shall be allocated among the respective property owners on a pro rata basis subject to the decisions of the property owners regarding the amount of funding necessary to adequately maintain the storm drainage system.

Section 6: Temporary Buildings. No Structure of temporary character, tent, Shack, shed, storage building, garage, barn or any other outbuilding, shall be used on any front portion of any lot.

Section 7: Animals. No animal, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, birds or other household pets {that are primarily indoor pets} may be kept if they are not kept, bred or maintained for commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community.

Section 8: Enforcement. Any Owner of property within the short plat shall have the right to enforce the Covenants contained in this Declaration through action at law or in equity. The prevailing party in any action brought to enforce the Covenants contained in the Declaration shall have the right to collect reasonable attorney fees, court costs and other expenses of litigation, in addition to any damages which may be awarded.

Section 9: Severability. Invalidation of any one of these Covenants or Restrictions by judgments or court order shall in no way affect any other provisions that shall remain in full force and effect.



201010200023
Skagit County Auditor

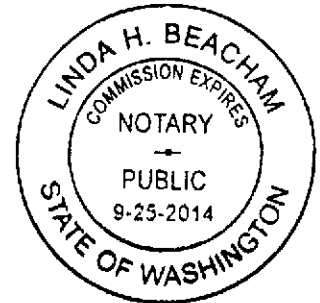
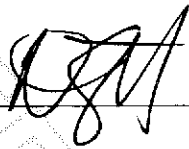
10/20/2010 Page

4 of

7 9:28AM

IN WITNESS THEREOF, the undersigned being the Declarant herein has hereunto set its hand and seal this 14 th day of October, 2010.

Darrell Scott



State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Darrell Scott and _____ are the person {s} who appeared before me, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated October 14, 2010

Linda H. Beacham
My appointment expires 9.25.2014

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 20 2010

Amount Paid \$ 0
Skagit Co. Treasurer
By DK Deputy



201010200023
Skagit County Auditor

10/20/2010 Page 5 of 7 9:28AM

LOT 1 LEGAL DESCRIPTION

THAT PORTION OF THE S.E. 1/4, OF SECTION 16 TOWNSHIP 34 NORTH,
RANGE 4 EAST, WM., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS
FOLLOWS:

LOT 1 OF THE SCOTT SHORT PLAT LU09-019 RECORDED UNDER AUDITOR'S
FILE NUMBER 201010200022, RECORDS OF SKAGIT COUNTY,
WASHINGTON



201010200023

Skagit County Auditor

10/20/2010 Page

6 of

7 9:28AM

LOT 2 LEGAL DESCRIPTION

THAT PORTION OF THE S.E. 1/4, OF SECTION 16 TOWNSHIP 34 NORTH,
RANGE 4 EAST, WM., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS
FOLLOWS:

LOTS 2 OF THE SCOTT SHORT PLAT LU09-019 RECORDED UNDER
AUDITOR'S FILE NUMBER 201010200022, RECORDS OF SKAGIT
COUNTY, WASHINGTON.



201010200023

Skagit County Auditor

10/20/2010 Page

7 of

7 9:28AM