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Document Title: CC & R's

Reference Number :

Grantor(s): ☐ additional grantor names on page \_\_\_\_

1. GARY LOHMAN

2.

Grantee(s): ☐ additional grantee names on page \_\_\_\_

1. PUBLIC

2.

Abbreviated legal description: ☐ full legal on page(s) \_\_\_\_

LOT 1,2,3,4 S/P # 07-0302

LOT 1,2,3 S/P # 200706270177

Assessor Parcel / Tax ID Number: ☐ additional tax parcel number(s) on page \_\_\_\_

P 125963

P 130142

P 130143

P 126365

P 130144

P 27819

P 126364

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ASCENSION WAY SUBDIVISION**

This declaration is made and dated this \_\_\_\_\_, 2010 by Gary and Gail Lohman and Lohink Properties, a Limited Liability Corporation, and Happy Face Farms, Inc., hereinafter referred to as "Owners", said Gary and Gail Lohman and Lohink Properties, a Limited Liability Corporation, and Happy Face Farms, Inc. are the Owners of that certain real property situated in Skagit County, State of Washington that is more particularly described as follows:

Lots 1, 2, 3 and 4 of Skagit County Short Plat #07-0302 recorded under Auditor File #201005130041. Also Lots 1, 2 and 3 of Skagit County Short Plat #SP06-0430 recorded under Auditor File #200706270177.

The Owners hereby establish the general plan for the protection of said real property and fix the protective covenants and restrictions subject to which all lots described above shall be held, leased, sold and/or conveyed by it as such Owners, and shall inure and pass with said real property for the benefit of said successors in interest of the present Owners and are imposed upon said realty as a running covenant and as an equitable servitude in favor of each and every lot as the dominant tenement or tenements as follows to wit:

**1. LAND USE AND BUILDING TYPE**

All lots in said tract of land shall be known and described as single family residential lots. No structures of a commercial nature shall be erected, placed or permitted on any portion of the above described lots thereof. Only one residential dwelling plus one Accessory Dwelling Unit, "ADU" maximum shall be allowed on each lot. Said "ADU" must be legally permitted and conform to all Skagit County zoning regulations in existence at the time it is constructed. All residences and other buildings constructed on a lot shall be completed as to all exterior finish within 6 months of commencement of construction.

**2. NO COMMERCIAL USE EXCEPTION**

No commercial use on any lot will be permitted, provided that the use by a professional person for his or her work or for creative art shall not be considered commercial use provided the work does not involve the regular daily reception of business clients, nor shall the conducting of a "home industry" on said premises be deemed commercial use, provided that it is conducted in accordance with all zoning laws then in existence. Any profession or "home industry" which is carried on or about the premises shall be so conducted that there is no evidence, visual, audible, olfactory, or otherwise or any advertising from the exterior of the dwelling that such profession or industry is being conducted herein, nor shall there be any signs or advertisements on the property or any personal property kept on the property and maintained within the boundaries of said lot.



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### 3. PRIVATE ROADWAY MAINTENANCE

Ascension Way which provided ingress, egress and utility easements to all 7 lots is a private roadway. It shall be the responsibility of each of the 7 individual lot owners to share equally in the costs of any ongoing or future maintenance required on said Ascension Way.

### 4. EASEMENTS

Drainage easements for existing and future drainage facilities located within the plat are reserved as shown on the recorded plat. Within this easement area no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of drainage channels in the easements. Except for those improvements for which the public authority or utility company is responsible, it shall be the responsibility of each of said 7 individual lot owners to share equally in the costs of any ongoing or future maintenance required within the easement areas. The seventeen acre tract A Lot 4 shall be included as a single lot, to share equally also.

### 5. DRAINAGE

No concentration of drainage shall be permitted on any lot except as expressly approved by Skagit County, provided however, that this shall be construed not to prohibit the construction of drainage systems by Declarant.

### 6. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### 7. PRIVATE OR COMMERCIAL VEHICLES

No vehicles shall be kept or stored upon any of said lots other than those vehicles primarily and currently used for transportation of persons, unless it is kept or stored in an enclosed garage when not in use. No severely damaged or "junk" vehicles of any type shall be parked at any time on any of the lots which would be visible from either Ascension Way or the adjoining lots. Furthermore, no such vehicle owned or in the possession or under the control of any resident in Ascension Way Subdivision shall be parked for more than 24 hours on Ascension Way or within 100 feet of the lot boundary unless it is kept or stored in an enclosed garage, other enclosure or visual block i.e. shrubbery sufficient to screen it from view from Ascension Way and/or the adjoining lots.

### 8. BOAT AND TRAILER STORAGE

No trailer, camper, boat, construction equipment, etc. shall be parked, left or stored upon any lot for more than 24 hours unless it is kept or stored in an enclosed garage, other enclosure or visual block i.e. shrubbery not in excess of 10 feet high but sufficient to screen it from view from Ascension Way and/or the adjoining lots.



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#### 9. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, provided that a temporary office, trailer office, tool shed, lumber shed and/or sales office may be maintained on any lot or lots by any building contractor for the purpose of erecting and selling dwellings and any lot or lots but such temporary structure shall be removed at completion of construction.

#### 10. ARCHITECTURAL APPROVAL

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony or exterior design with existing structures, and as to location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line unless similarly approved by Gary Lohman.

#### 11. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of Gary, Travis and Gail Lohman. 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 declarant has built and sold all dwellings to be constructed on them 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.

#### 12. BUILDING RESTRICTION

All homes must be stick built on the lot. No dwelling shall be permitted on any lot in amount of less than \$150,000.00 based upon cost or appraised value prevailing on the date these covenants are recorded. It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost or appraised value stated herein for the minimum permitted dwelling size. With respect to the dwelling, the total area of the main structure, exclusive of porches but inclusive of enclosed attached garages, shall be not less than 1,800 square feet of heated floor space. Detached garages, barns and/or shop buildings are also permitted provided they comply with current county building codes when constructed. Roofing material for all homes, garages, barns and outbuildings must qualify for 40 year or longer life when installed.

#### 13. SIGNS

No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, and/or one sign of not more than five



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square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period.

#### 14. ANTENNAS

Except for those erected or constructed with the approval of the Architectural Control Committee, no outside television antenna, satellite dish over 24", aerial or radio tower shall be erected, constructed or placed on any lot.

#### 15. MAINTENANCE OF RESIDENCE AND LANDSCAPING

Each lot owner shall keep the exterior of their residence, and improvements to their lot in good repair and condition. Each owner is responsible for all landscaping located within his or her lot. All landscaping shall be maintained in a neat and orderly condition. Weeds shall be abated within 20' of any residence, detached garage or other structure. All lawn areas shall be neatly mowed and trees and shrubs located within 20' of any residence shall be neatly trimmed. Each owner shall landscape their lot within 6 months of completion of dwelling.

#### 16. CLEANLINESS

In conjunction with each dwelling there shall be maintained and used one or more sanitary containers for garbage and refuse. No lot shall be used or maintained as a dumping ground for rubbish. Each lot owner shall keep their lot neat, clean and orderly at all times. No noxious or offensive activity shall be carried on, on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Nor shall any unsightly collection of brush, trash, junk or other material be permitted to accumulate on any lot. All incinerators or other equipment for storage of such material shall be kept in a clean and sanitary condition.

#### 17. PARTY FENCE MAINTENANCE

The owners of lots upon which a Party Fence is situated shall each own the portion of the Party Fence situated on his lot to the center of the Party Fence. Those owners shall be responsible for maintaining, repairing and/or replacing the Party Fence. The cost shall be shared equally by each Party Fence owner; provided however, that all costs incurred as a result of negligent or willful action of any owner shall be borne by that owner. In absence of negligent or willful conduct, any necessary maintenance, repair or replacement performed by owner shall entitle that owner a right of contribution from the other owner. The right of contribution shall be appurtenant to the lot and shall pass to the successors in interest of the owner entitled contribution.

#### 18. ANIMALS

Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided further that all pets shall be kept on the owner's lot and not permitted to run at large. Dogs shall not create noise annoyance to neighbors. No horses, goats, donkeys, geese, alpaca, llamas, osterich, pigs or any type of farm animal, except rabbits, chickens and other small fowl which must be kept in cages out of sight.



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#### 19. GENERAL EXEPTIONS FOR LOT 4

Considering the much larger acreage size of Tract A, Lot 4, it will not be subject to the covenants, conditions and restrictions referenced in Paragraphs #2, 7, 8, 9, 12, and 18 of this document. However, no barn, shed or enclosure for keeping and maintaining any livestock on Lot 4 shall be constructed and/or kept within 100' of the south and east boundary of Lot 3 or within 100' of the south boundary of Lot 2, Tract A. Also equipment and/or vehicles shall not be kept or parked for more than 24 hours within 100' of the south and east boundary of Lot 3 or within 100' of the south boundary of Lot 2, Tract A. Furthermore, it is likely that in the future, said Lot 4 might be further subdivided, and when said subdivision occurs any newly created lot(s) will be subject to all of the covenants, conditions and restrictions referenced in Paragraphs 1 through 18 of this document. Said newly created lot(s) would also have an easement for ingress, egress and utilities over and across Ascension Way and will be responsible for sharing equally in any costs as referenced in Paragraphs 3 and 4 of this document. Access to Ascension Way by any lot other than the seven originally covered may have access to Ascension Way after paying a total \$7,500 access fee to Lohink, LLC and Gary Lohman.

#### 20. PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

#### 21. APPROVAL OF ELEVATIONS AND TYPES OF UNITS

The project having been approved by Skagit County, the elevations and types of units shall be approved by the Planning Director of Skagit County. Any major or substantial change or modification in the elevation or major or substantial change, modification or reconstruction of a unit different from the original elevation or unit shall require advance approval of the Planning Director.

#### 22. PROPANE TANK

The propane tank serving the dwelling or other facilities on any lot shall be screened from view from Ascension Way and the adjoining lots with an attractive enclosure or shrubbery.

#### 23. TERM

These covenants are to run with the land and shall be binding on all parties claiming under them for a period of 35 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change, supplement or rescind said covenants in whole or in part. This declaration cannot



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be amended in a manner which would materially reduce the responsibility of the Architectural Control Committee to approve or disapprove plans and specifications.

#### 24. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Skagit County is hereby given supervisory jurisdiction over the enforcement of this Declaration. In event of breach of any duty or interference with any rights of benefits herein established, Skagit County may give written notice of such breach or interference to the owner, together with a demand upon the owner to remedy the breach or interference. If the owner refuses to do so, or fails to take appropriate action within 30 days of the receipt of said notice, the County shall have the ability, but not the obligation, to enforce the Declaration.

#### 25. SUBORDINATION

It is further provided that breach of any of the conditions contained herein or of any reentry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said premises or any part, but said conditions shall be binding upon and effective against the owner of the premises, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

#### 26. SEVERABILITY

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

#### 27. LATECOMMERS ROADWAY ACCESS FEE

Due to the cost Lohink, LLC incurred in paving Ascension Way access to Ascension Way by any lot other than the seven lots originally covered in this agreement will be required to pay Lohink, LLC and Gary Lohman a total access fee of \$7,500 per lot to gain access to Ascension Way.

28. In the event of the Declarant shall convey all its rights, title and interest to any partnership, corporation or corporations, individual or individuals, in and to the real property described herein, then Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such new owner shall succeed to all of the rights, powers, reservations, obligations and duties as though it had originally been named herein as Declarant.



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IN WITNESS WHEREOF, the undersigned have hereinabove set their hand the day, month and year first hereinabove written.

Gary Lohman



By: Gary Lohman

Lohink, LLC  
STATE OF WASHINGTON  
COUNTY OF SKAGIT



By: Gary Lohman, Member

Happy Face Farms, Inc.  
STATE OF WASHINGTON  
COUNTY OF SKAGIT



By: Gary Lohman, President



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STATE OF WASHINGTON)  
COUNTY OF SKAGIT)ss

Given under my hand and official seal this 30 day of December, 2010.

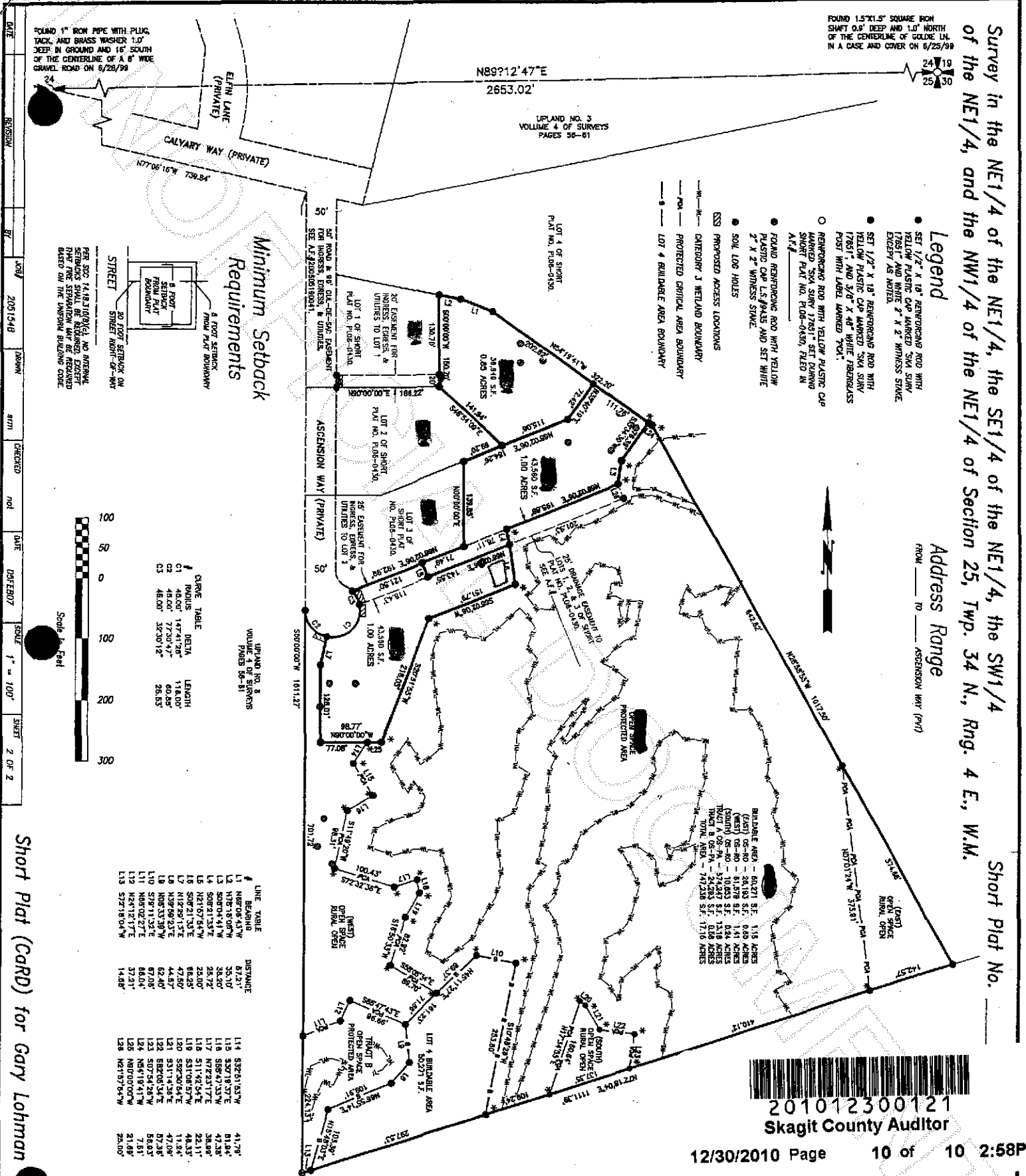
M. Katherine Schmidt  
Notary Public in and for the State of  
Washington, residing at Mount Vernon

My appointment expires Nov. 13, 2012



# EXHIBIT 1 - ASCENSION WAY SUBDIVISION

Plot Date/Time: 02/08/07 08:59am.DWG FullPath: P:\SS\Plus\Draw\243404EZ\DRAW\205154B-SHT-CARD.dwg



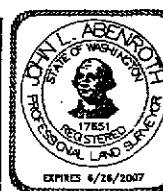
Short Plat (Card) for Gary Lohman

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**Skagit Surveyors & Engineers**

806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658



**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the Survey Recording Act in February 2007 at the request of Gary Lohman.

John L. Abenroth CERT#17851  
Date

**AUDITOR'S CERTIFICATE**

County Auditor or Deputy Auditor