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REQUEST OF/RETURN TO:  
Cammock, LLC  
P.O. Box 836  
Mount Vernon, WA. 98273



201210050062  
Skagit County Auditor

10/5/2012 Page 1 of 11 10:55AM

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Grantor (s) CAMMOCK, 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: LOTS 1-6 inclusive, BURLINGTON SHORT PLAT NO. SS-3-07  
Additional Legal on page(s) SEE APPENDIX A  
Assessor's Tax Parcel Nos.: 62401

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## DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR BENDTSEN HEIGHTS

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, City of Burlington, County of Skagit, known as BENDTSEN HEIGHTS, 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, their 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 definition will apply.

1.2. "Development or Subdivision" shall mean the real property identified in Appendix "A" which is attached hereto and incorporated by this reference.

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.

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" shall mean and refer to CAMMOCK, L.L.C., its successors and/or assigns if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

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 the declaration of covenants, conditions, easements and restrictions applicable to the property recorded in the office of the Skagit County Auditor.

**2. ARTICLE 2 - RESIDENTIAL COVENANTS**

The following covenants are hereby imposed upon the use and ownership of the lots in Bendtsen Heights.

2.1. Residential Use. No Lot shall be used except for residential purposes. One accessory building 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 50% 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 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.

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 as a sales office or model home for the purpose of sales of residences in Bendtsen Heights. The provisions of this section shall not be deemed to prohibit the construction or use of a mother-in-law apartment which is wholly contained within the footprint of the dwelling described above.

No structure shall be erected, altered, placed or permitted to remain on Lot 1 which structure exceeds two (2) stories (30 feet) in height when measured from the midpoint of Lot 1's frontage on the common road. No structure shall be erected, altered, placed or permitted to remain on Lot 2 which structure exceeds two (2) stories (30 feet) in height when measured from the midpoint of Lot 2's frontage on the common road. No structure shall be erected, altered, placed or permitted to remain on Lots 3 or 4 which structure exceeds one (1) story (20 feet) in height when measured from the southwest corner of Lot 3. Structure(s) may be erected, altered, placed or permitted to remain on Lots 1, 2, 3 and/or 4 which structure(s) exceed the limits provided in this paragraph, if the owner of the Lot on which the structure is to be constructed obtains the prior, written approval of the owner(s) of Lots 5 and 6.

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

2.2.1. The ground floor area of a one-story dwelling, exclusive of open porches and garages, shall be a minimum of 2,000 square feet, except on Lot 1 which shall have a minimum of 1,500 square feet.

2.2.2. The finished living area of a structure more than one-story (such as two stories, multi-level, split level, tri-level, etc.), shall be a minimum of 2000 square feet, exclusive of open porches and garages.

2.3. Easements. Easements for installation and maintenance of utilities and drainage, and

Declaration of Covenants, Conditions and Restrictions

Bendtsen Heights

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irrigation facilities, are reserved as shown on the recorded plat and in any 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.

2.4. 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 1 year.

2.5. 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. 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.

2.6. 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.

2.7. 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 in Bendtsen Heights.

2.8. Business and Commercial Uses. No trades, crafts, business, professions, commercial or similar activity of any kind shall be conducted in Bendtsen Heights, 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 homebuilder may store construction materials and equipment on said lots in the normal course of said construction.

2.9. 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 declarant, which signs



must comply with the local sign ordinances. This restriction shall not apply to signs used by the declarant, builders, realtors or agents during the original construction and sales of the Lots and/or residences.

2.10. Parking. No more than one boat, trailer, motorcycle, truck, truck-camper and like equipment may be parked or stored on any part of any Lot or on public ways adjacent thereto 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.

2.11. 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.

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

2.13. Construction Completion. Construction of any residence shall be completed, including exterior decoration, within twelve (12) months from the date of the start of such construction. All lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, and debris.

2.14. Landscape Completion. All front yard landscaping must be completed within one year of the time that the construction of the residence is complete. A residence shall be deemed complete when occupancy of the residence commences or when an occupancy permit is issued by a governmental entity, whichever is earlier.

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. This shall include but not be limited to dish antennae or satellite receivers exceeding three (3) feet in diameter.

2.16. Exterior Finish. 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 Bendtsen Heights. 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 structures they adjoin. No exterior



siding material such as T-1-11 will be allowed, except on the back of a structure. For the purposes of the previous sentence, "back" shall be defined as that part of the residence which cannot be seen from the Bendtsen Heights access road and/or cul de sac. Roofing must be 25 year asphalt laminated, shingle roof or better.

2.17. Driveway. Driveways for all residences shall be constructed of 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 access road for Bendtsen Heights. All driveways shall be maintained to present an attractive appearance and to reasonably minimize dust.

2.18. 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.

2.19. Clothes Lines, Other Structures. No clotheslines or other structure of a similar nature not specifically addressed by these covenants shall be visible from the access road and/or cul de sac for Bendtsen Heights.

### 3. ARTICLE 3 - ARCHITECTURAL CONTROL

3.1. Architectural Control. No landscaping and no building, fence, wall or other structure shall be commenced, erected or maintained upon the lots nor shall any exterior addition to or change or alteration therein be made until, prior to issuance of building permits from any governmental authority, the plans and specifications showing the color, nature, kind, shape, height, materials and location of the same shall have been submitted to each other owner and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the other owners. At no time shall the other owners be required to attain for themselves said plans and specifications. In the event the other owners fail to approve or disapprove such design and location within 20 days after said plans and specifications have been submitted to them, approval will not be required and this section will be deemed to have been fully complied with.

The record owner of each Lot shall be entitled to one vote with respect to architectural control. However, the owner of the lot who is proposing an improvement or change shall not be entitled to vote. After submittal of proposed plans, if at least a majority vote reasonably disapproves of the submitted plans as being inconsistent with the restrictions provided in this declaration, the proposal shall be deemed disapproved. However, the proposing owner may submit the matter to arbitration pursuant to this declaration, if in the proposing owner's opinion, the vote of the other owners was unreasonable or inconsistent with the actions allowed under this declaration.



**4. ARTICLE 4- ENFORCEMENT**

4.1. The Association, declarant and owners 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 Association, declarant 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.

4.2. 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 Bendtsen Heights.

4.3. Waiver. No delay or omission of any kind on the part of the Association, declarant or the owners of other lots in Bendtsen Heights 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 Association, declarant or the owners of lots in Bendtsen Heights for or on account of their failure to bring any action to enforce these covenants.

4.4. 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.

**5. ARTICLE 5- ASSOCIATION AND MAINTENANCE**

5.1. Property Owners Association. Declarant shall establish a Washington non-profit corporation, organized under RCW 24.03 (referred to herein as the "Association") for purposes of owning and maintaining the road and other common areas and improvements located in Bendtsen Heights.

5.2. Decisions Concerning Maintenance. Any decision to take action to maintain or improve the road or other common areas and improvements must be approved by a majority vote of the Lot Owners of Bendtsen Heights. Each lot shall be entitled to one (1) vote. Voting shall be conducted according to the bylaws of the Association.

5.3. Creation of Lien; Personal Obligation. The 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 maintenance and repairs to any private access road and any other common areas and improvements as provided herein by means 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 person who was the owner of such lot at the time the assessment fell due.

5.4. Computation. It shall be the responsibility of the Board of Directors of the Association to budget annually for the common costs associated with the operation and maintenance of the road and other common areas and improvements, which may include a capital contribution or reserve in accordance with any capital budget separately prepared. The budget and assessments therefor shall be approved by a majority of the members of the Association at its annual meeting.

5.5. Special Assessments. In addition to any assessments authorized herein, a majority of the members may levy a special assessment in any year. Special assessments shall be determined by a majority of the membership at a regular or special meeting convened for such purpose and special assessments may be paid in installments beyond the calendar year in which the special assessment is imposed.

5.6. 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 liens of ad valorem taxes. All liens and encumbrances attaching to the subject lot after this declaration has been recorded shall be inferior to the lien for assessments.

5.7. 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 may be recorded 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 Board of Directors of the Association may institute suit to collect such amounts or to foreclose its lien. All owners, by acceptance of a deed or as a party to any type of a conveyance, vests in the Board of Directors of 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 foreclose the aforesaid lien in the same manner as any other liens for the improvement of real property. All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments.





6. **ARTICLE 6 - AMENDMENT**

6.1. This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination, revocation or amendment which is signed by not less than seventy-five percent (75%) of the lot owners. The Declarant shall have the right to amend this declaration by recording an amendment thereto at any time until declarant has sold all lots owned by the declarant.

7. **ARTICLE 7 - COVENANTS RUNNING WITH THE LAND**

7.1. **Binding Amendment.** The covenants, conditions and restrictions contained herein shall run with the property described herein and shall be binding upon all parties and persons for a period of twenty (20) years following the date of the recording of the same with the Skagit County Auditor, after which said twenty (20) year period, said covenants and restrictions shall be automatically extended for five (5) successive five (5) year periods after which time they shall terminate unless extended by approval of not less than three-quarters (3/4) of all of the owners of lots within the subject property, which approval shall be in writing, signed by all of the approving owners and recorded with the Skagit County Auditor, prior to the expiration date of the last five year period.

8. **ARTICLE 8 - NOTICES**

8.1 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.

9. **ARTICLE 9 - SEVERABILITY**

9.1. 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.

10. **ARTICLE 10 - INTERPRETATION**

10.1. 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.



**11. ARTICLE 11 - EFFECTIVE DATE**

11.1. This declaration shall take effect upon recording with the Skagit County Auditor.

Dated this 4<sup>th</sup> day of October, 2012.

CAMMOCK, L.L.C.

By:

  
CRAIG CAMMOCK, MANAGER

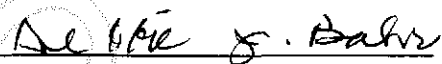
State of Washington )

) ss

County of Skagit )

I certify that I know or have satisfactory evidence that CRAIG CAMMOCK is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of CAMMOCK, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

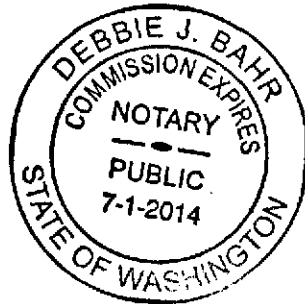
Dated: October 4, 2012

  
(Signature)

NOTARY PUBLIC  
DEBBIE J. BAHR

Print Name of Notary

My appointment expires: 7-1-2014



APPENDIX "A" - LEGAL DESCRIPTION

Lots 1-6 inclusive, Burlington Short Plat No. SS-3-07, approved OCT. 2, 2012 and recorded OCT. 5, 2012, under Skagit County Auditor's File No. 201210050061, being a portion of Tracts 18 and 21, "Plat of Burlington Acreage Property," as per plat recorded in Volume 1 of Plats, page 49, in a portion of the Northeast ¼ of Section 32, Township 35 North, Range 4 East, W.M.

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

Appendix "A"



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