

AFTER RECORDING, RETURN TO:
Hugh Lewis, Attorney at Law, P.C.
2200 Rainland Drive, Suite 115
Bellingham, WA 98226
(360) 392-2880



Skagit County Auditor
4/1/2015 Page

1 of 15 3:41PM
\$86.00

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
LOWMAN CIRCLE

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR LOWMAN CIRCLE
LGIF, INC.

GRANTOR:

THE GENERAL PUBLIC

GRANTEE:

ABBREV. LEGAL DESCRIPTION:

Lots A, B, C, D & E Anacortes S.P. #ANA 06-001,
AF # 200704110101

TAX PARCEL NOS.:

7125992, 7125993, 7125994, 7125995, 7125996

DRAFT DATE: 3-31-15

TABLE OF CONTENTS

ARTICLE I – IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE	1
1.1. Identification of Declarant and Property	1
1.2. Identification of Community, Platting Documents & Land Burdened.	1
1.2.1. Identification of Community and Platting Documents	1
1.2.2. Description of Land Burdened by Covenants	1
1.3. Purpose	1
ARTICLE II – DEFINITIONS	2
ARTICLE III – DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES	3
3.1. Development Plan	3
3.2. Amenities - Public Maintenance	3
3.3. Scenic Views Require Protection	3
3.4. No Association	3
ARTICLE IV – RESIDENTIAL LOTS	4
4.1. Number and Location	4
4.2. Initial Construction of Dwellings and Other Improvements Within Lots.	4
4.3. No Permanent Construction Within Easements.	4
4.4. Upkeep of Lots.	4
ARTICLE V – COMMON AREAS	5
5.1. Common Areas	5
5.2. Maintenance, Repair and Replacement	5
5.3. No Interference with Common Areas.	5
5.4. Right of Access.	5
ARTICLE VI – PERMITTED USES	5
6.1. Permitted Uses.	6
6.1.1. Residential Use	6
6.1.2. Use of Common Areas	6
6.1.3. Trees and Vegetation	6
6.1.4. Surface Water Run-Off	6
6.1.5. Noise, Offensive or Illegal Activity	6
6.1.6. Privacy Fencing	7
6.1.7. Vehicle Operation and Parking Restrictions	7
6.1.8. Signs	7
6.1.9. Underground Utilities	7
6.1.10. Uses by Declarant	8
ARTICLE VII – COMPLIANCE WITH LAW AND COVENANTS	8
7.1. Compliance by Owners and Occupants	8
7.2. Legal Proceedings.	8
7.3. Costs and Attorney's Fees.	8
7.4. No Waiver of Rights.	8
ARTICLE VIII – EASEMENTS AND SPECIAL DECLARANT RIGHTS	9
8.1. Easements for Lots and Lot Owners	9
8.1.1. In General	9
8.1.2. Specific Easement Shown on Platting Documents	9
8.1.3. Easement for Landscaping over Portions of Lot E	9
8.2. Easement for Utilities	9

8.3.	Easement for Emergency Access	9
8.4.	Easements for Declarant	10
8.5.	Special Declarant Rights	10
8.5.1.	Reservation	10
8.5.2.	Status of Special Declarant Rights	10
ARTICLE IX	AMENDMENT OF DECLARATION OF COVENANTS	10
9.1.	Procedure for Amendment of Declaration of Covenants.	10
9.2.	Recordation Required.	11
9.3.	Amendments by Declarant	11
ARTICLE X	MISCELLANEOUS	11
10.1.	Severability	11
10.2.	No Right of First Refusal	11
10.3.	Effective Date	11

ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

LGIF, INC., a Washington Corporation hereinafter referred to as the "Declarant," is the owner in fee simple of the parcels of land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property").

1.2. Identification of Community, Platting Documents & Land Burdened.

1.2.1. Identification of Community and Platting Documents.

Declarant owns Lots A, B, C, D & E inclusive, City of Anacortes Short Plat No. ANA 06-001, recorded at Auditor's File No. 200704110101 [the "Stone Hedge Short Plat"], which Lots are also depicted on a Record of Survey recorded at Auditor's File No. 201411050055, records of Skagit County, Washington [collectively the "Platting Documents"]. When the word "Lot" is used hereinafter, it shall mean one of the above numbered Lots. All such Lots shall be known collectively as the "Community," which shall be known as Lowman Circle. The Community does not include Lots F & G of the Stone Hedge Short Plat, and these Covenants do not affect such Lots in any way.

1.2.2. Description of Land Burdened by Covenants.

This Declaration of Covenants thus benefits and burdens the following described real property: Lots A, B, C, D & E inclusive, City of Anacortes Short Plat No. ANA 06-001, recorded at Auditor's File No. 200704110101, Records of Skagit County, Washington.

1.3. Purpose.

This Declaration of Covenants, together with the Platting Documents referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE II

DEFINITIONS

2.1. "Common Areas" means those portions of the property within the Community so designated on the Platting Documents. Common Areas are further defined and described in Article V hereof.

2.2. "Community" means all the Property described in Section 1.2 hereof, along with all the improvements constructed therein, and all other institutions and things serving the Owners of Lots therein.

2.3. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

2.4. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants.

2.5. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.

2.6. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by The City of Anacortes. The term also includes any amendments thereto approved by applicable governmental entities.

2.7. "Dwelling" means the principal housing structure constructed on a Lot.

2.8. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

2.9. "Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the Platting Documents.

2.10. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.11. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.12. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental body or agency, or other legal entity.

2.13. "Property" or "the Property" means all the real property described as being contained within the Platting Documents.

2.14. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.15. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the standards of the Community and with all applicable legal, administrative or regulatory requirements.

ARTICLE III

DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES

3.1. Development Plan.

The Lots in this Community were authorized to be created by The City of Anacortes under provisions of the City's Municipal Code, subject to certain conditions appearing on the face of the Platting Documents, some of which are reproduced in the text of the Covenants which follow

3.2. Amenities - Public Maintenance.

The Subdivision's amenities include a private road known as Lowman Circle, which provides access to the Lots from Anaco Beach Road. As provided in Plat Note 11, Stone Hedge Short Plat, the City of Anacortes has agreed to assume maintenance responsibility for Lowman Circle, along with the stormwater detention and treatment facilities associated therewith.

3.3. Scenic Views Require Protection.

The Community is located upland of Puget Sound and Burrows Bay. Many Lots enjoy views of scenic features this area. Such views add value to the Lots, as well as provide esthetic enjoyment to Owners and Occupants in the Community. Many provisions of this Declaration of Covenants, including without limitation requirements for building setbacks and height limitations, are designed to protect such scenic views from untoward obstruction and/or to avoid a cluttered, non-uniform appearance of Lots within the Community; such provisions are to be liberally construed towards this end.

3.4. No Association.

No homeowners' association will be formed initially in this Community. Lot Owners are granted the right to enforce the provisions hereof in Article VII of these Covenants.

ARTICLE IV

RESIDENTIAL LOTS

4.1. Number and Location.

The Community contains five (5) Lots zoned for residential use which are depicted on the Platting Documents. The location of those Lots and their dimensions are shown on the Platting Documents.

4.2. Initial Construction of Dwellings and Other Improvements Within Lots.

Dwellings and related improvements, including fencing and accessory structures, will be constructed within the Lots by or under the direction of the Declarant, according to a common design scheme established by the Declarant. No manufactured homes are permitted. Any addition, alteration or improvement upon any Lot shall be consistent with the Declarant's scheme, and shall be constructed in accordance with the building code and other ordinances of The City of Anacortes.

4.3. No Permanent Construction Within Easements.

No permanent building, deck or other significant structure shall be constructed within the easement areas on the Lots depicted on the Platting Documents.

4.4. Upkeep of Lots.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Lot, its Dwelling and all other improvements in good order, condition and repair and shall do all Upkeep, decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners, or scenic views otherwise available from other Lots in the Community.

4.5. Damaged Improvements.

If a Dwelling or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Such work must be commenced within nine (9) months after the casualty and shall be substantially completed within eighteen (18) months after the casualty.

4.6. View Protection Covenant.

Scenic views available from Lots C, D & E shall be protected through the positioning of the Dwellings on all Lots by the Declarant, and especially those on Lots A and B, in locations that minimizes the impact of other Dwellings in the Community on views otherwise available from Lots lying further uphill, and by restricting the height and other features of the Dwellings on Lots A and B. Such features may not be altered by an Owner following the initial construction of the Dwelling in such a manner as to interfere with scenic views in the absence of the advance written consent of all affected Lot Owners. A failure to abide by the terms of this Covenant is expressly declared to be a nuisance.

ARTICLE V

COMMON AREAS

5.1. Common Areas

The Common Areas of the Community consist of a series of Easement Areas depicted on the Platting Documents which variously burden and benefit the Lots for the purposes of providing rights of ingress, egress, utilities and stormwater conveyance and detention, as depicted on the Platting Documents. These areas contain the improved surface of Lowman Circle and its associated drainage facilities, as those facilities are depicted on the Record of Survey described in Section 1.2.1 hereof..

5.2. Maintenance, Repair and Replacement.

The City of Anacortes is responsible for all Upkeep to Lowman Circle and its associated drainage facilities.

5.3. No Interference with Common Areas.

Nothing shall be altered or constructed in, stored in or removed from the Common Areas..

5.4. Right of Access.

Each Lot Owner shall afford to the City of Anacortes, and to its agents or employees, access through the Owner's Lot as may be reasonably necessary for the purposes of maintenance, repair and replacement of the Common Areas.

ARTICLE VI

PERMITTED USES

6.1. Permitted Uses.

6.1.1. Residential Use.

The Lots in this Community are intended to be used for residential purposes, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses normally incident to such purposes. Parts of a Dwelling also may be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, bulk shipping or receiving, noise or other disturbance to other lawful occupants of the Community.

6.1.2. Use of Common Areas.

The improvements located on the Common Areas shall be used only for their intended purposes. Except as otherwise expressly provided in the Declaration of Covenants, no Owner shall make any private, exclusive or proprietary use of any of the Common Areas.

6.1.3. Trees and Vegetation.

Following the construction of a Dwelling structure on a Lot, its Owner(s) shall endeavor to preserve mature trees on the Lot and properly maintain any landscaping vegetation on the Lot, so as to enhance the appearance and value of the Lots in the Community and to prevent the spread of noxious weeds. No trees or other landscape vegetation planted within Lots A or B by or on behalf of an Owner shall be permitted to grow to a height greater than the ridge of the roof of the Dwelling on the Lot.

6.1.4. Surface Water Run-Off.

No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties or the owners thereof.

6.1.5. Noise, Offensive or Illegal Activity.

No person shall cause any unreasonably loud noise anywhere in the Community, nor shall any person permit or engage in any noxious, offensive or illegal activity, practice or behavior causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property. Quiet hours shall be observed from 11:00 p.m. to 6:00 a.m., during which only minimal noise shall be permitted to emanate from any Lot.

6.1.6. Privacy Fencing.

Fences are permitted but must conform to the style installed by the Declarant, consistent with such further standards as required by the City of Anacortes. Any fencing installed by Declarant shall be maintained by the abutting Lot Owners within the Community.

6.1.7. Vehicle Operation and Parking Restrictions.

6.1.7.1. General Restrictions.

Vehicle parking is permitted on portions of the Lot which have been improved for such purposes. A minimum of two off-street parking spaces is required per Lot, which can be accomplished by using the driveway area in front of the garage associated with each Dwelling.

6.1.7.2. No Parking on Private Roadway.

No parking is permitted on Lowman Circle.

6.1.7.3. R.V. Parking, Etc..

Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels", off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 6,000 lbs in gross vehicle weight) or any other type of vehicle or equipment which exceeds 20 feet in length may not be stored, kept or maintained anywhere within the Community. Bona fide Recreational Vehicles may be parked in driveway areas for up to a maximum of three consecutive nights to facilitate loading, unloading and/or cleaning thereof. A small Recreational Vehicle may also be parked or maintained within a garage that is constructed within the Lot. Failure of an Owner or other Occupant to remove such a vehicle or equipment from a Lot or the Common Areas shall constitute a nuisance.

6.1.8. Signs.

Initially, no other sign of any kind, shall be displayed to the public view on or from any Lot or the Common Areas without the prior consent of the Declarant; provided that this section shall not apply to Declarant or Declarant's agents, nor shall it be deemed to prohibit the Owner of a Lot from displaying a sign for a period of time in which the Lot is for sale or rent.

6.1.9. Underground Utilities.

All utilities are required to be located underground.

6.1.10. Uses by Declarant.

Nothing in the Declaration of Covenants shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the closing of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.

ARTICLE VII

COMPLIANCE WITH LAW AND COVENANTS

7.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Declaration of Covenants. All remedies provided in this Article may be enforced against any tenant or other occupant of a Lot.

7.2. Legal Proceedings.

Failure to comply with any of the terms of the Declaration of Covenants shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by any aggrieved Owner, and shall not constitute an election of remedies.

7.3. Costs and Attorney's Fees.

In connection with proceeding arising out of an alleged default by any Owner or Occupant, the prevailing party shall be entitled to recover the costs of the proceeding, or any appeal therefrom, and such reasonable attorney's fees as may be determined by the Court. The Court is strongly encouraged to make such an award, to protect the values of this Community.

7.4. No Waiver of Rights.

The failure of an Owner or other party to enforce any right, provision, covenant or condition which may be granted by this Declaration of Covenants shall not constitute a waiver of the right of any such party to enforce such right, provision, covenant or condition in the future.

ARTICLE VIII

EASEMENTS AND SPECIAL DECLARANT RIGHTS

8.1. Easements for Lots and Lot Owners.

8.1.1. In General.

Each Lot has an easement in and through each other Lot and the Common Areas for utilities and for lateral and/or subjacent support.

8.1.2. Specific Easement Shown on Platting Documents.

Easements shown on the Platting Documents are hereby confirmed. Any easement shown on the Platting Documents which benefits one or more Lots in the Community, or which benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property. Reference should be made to the Platting Documents.

8.1.3. Easement for Landscaping over Portions of Lot E.

An easement in favor of Lot B is granted and/or reserved over those portions of Lot E lying southerly of the right of way of Lowman Circle, as depicted in that instrument recorded at Auditor's File No. 201504010054 Records of Skagit County, Washington.

8.2. Easement for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant. See the Platting Documents for further details.

8.3. Easement for Emergency Access.

A non-exclusive perpetual easement is hereby granted on, over, under and across the Common Areas to all police, fire, ambulance and other rescue personnel for the lawful performance of their functions during emergencies.

8.4. Easements for Declarant.

The Declarant reserves to itself and its any lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Community or for exercising Special Declarant Rights.

8.5. Special Declarant Rights.

8.5.1. Reservation.

The Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Community: To complete any improvements indicated on the Platting Documents or described earlier in this Declaration of Covenants; to maintain sales offices, management offices, signs advertising the Community, and models on the Property, all in such location or locations as the Declarant may unilaterally determine; to use easements through the Common Areas for the purpose of making improvements within the Community.

8.5.2. Status of Special Declarant Rights.

Each Special Declarant Right reserved by Declarant in this Declaration of Covenants has been, is and shall remain an equitable servitude burdening all lands subject thereto and running with such lands. Each Special Declarant Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any successor declarant. Declarant has and shall retain, with respect to each Special Declarant Right, a power coupled with Declarant's interest in said lands.

ARTICLE IX

AMENDMENT OF DECLARATION OF COVENANTS

9.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 9.3 hereof, amendments may be adopted only if at least four (4) of the Owners execute an instrument in writing containing such amendment, but no amendment the effect of which would modify protection of scenic views shall be effective absent the unanimous written agreement of all five Owners.

9.2. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

9.3. Amendments by Declarant.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants for so long as the Declarant is the Owner of any Lot in the Community or until the expiration of the time limit for the exercise of any Special Declarant Rights reserved by the Declarant.

ARTICLE X

MISCELLANEOUS

10.1. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with and furthers the common plan of this Community

10.2. No Right of First Refusal.

There is no right of first refusal limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot.

10.3. Effective Date.

This Declaration of Covenants shall take effect upon recording

DATED this 1ST day of April, 2015.

DECLARANT:
LGIF, INC..

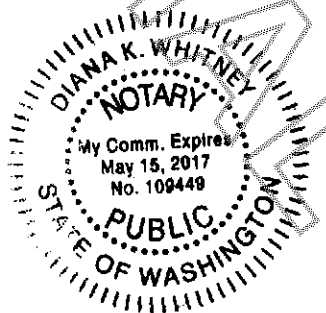
By
Its

President

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that BRIAN GENTRY 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 PRESIDENT of the Declarant, LGIE, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: APRIL 1st, 2015.



Diana K. Whitney
NOTARY PUBLIC for the State of
Washington. My Commission
expires 15 MAY 2017