

After recording return to:

Mike Farthing and Lindy L Farthing
PO Box 34
Burlington, WA 98233



201708210214

Skagit County Auditor

\$76.00

8/21/2017 Page

1 of

3 3:29PM

Land Title and Escrow

01-163575-0E

PTN NE1/4 16-35-7

P104409

APPENDIX A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R)

Declaration of CC&R's:

In consideration of the sale, which said development created, the Lot(s) described as follows:
(Insert legal description) *see attached*

Ptn NE1/4 16-35-7 E

Grantors. Mike Farthing

Lindy L. Farthing

Grantee - Public

the undersigned AGREES to the following:

P104409

1. The owner(s) of the aforescribed property shall build or have placed ONLY stick framed, modular or new double/triple wide manufactured home. NO SINGLE WIDE MANUFACTURED HOMES ALLOWED.
2. A garage -apartment is allowable with prior design/plan approval by seller.
3. The owner(s) of the aforescribed property shall be responsible for the maintenance of landscape on their property. Lawns, plants, shrubbery and trees shall be kept in a neat and trim condition. Each Lot Owner agrees to promptly landscape all portions of the Lot facing the private road.
4. The private road name and/or stop sign shall be maintained consistent with Skagit County Standards for such private roads and/or signs. A speed limit of Ten (10) MPH shall be observed. Off Road Vehicles (ORV) as described by the Washington State Patrol shall not be operated on the private road. Warning: Skagit County has no responsibility to build, improve, maintain, or otherwise service the private road contained within the above-referenced property.
5. No Lot or any part thereof shall be used or occupied for any purpose other than as a single family residence. The conduct or carrying on of any manufacturing, trade, business, commerce, industry, whatsoever, upon any such Lot or any part thereof, or in any building or other structure thereon erected, shall constitute a breach of this restriction.
6. Nuisance. Nothing shall be done or maintained on any Lot, which may be or become an annoyance or nuisance to the neighborhood. No livestock, animals, horses, or fowl shall be kept on any

Lot other than animals or birds of the type and species generally recognized as common household pets, such as dogs, cats, canaries and parakeets which are kept on said property solely as household pets, provided that no such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot or residential site.

7. Trash. No trash, refuse pile, vehicles, underbrush, compost pile, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment or unreasonable annoyance to the neighborhood or become a fire hazard.

8. Garage Sales are limited to one weekend per year and as agreed to by all Lot Owners.

9. Covenants to Run with Land. The foregoing covenants, restrictions, limitations, conditions and agreements shall constitute a servitude upon all Lots in the Subdivision conveyed by the Seller, its successors or assigns, to any grantee, and shall run with the land and be binding upon all such grantees and all persons claiming by, through or under them. The acceptance of any such conveyance by any such grantee shall constitute an agreement on the part of any such grantee, for themselves, their heirs, devisees, personal representatives, and assigns to all such covenants, restrictions, limitations, conditions and agreements.

10. Attorneys' fees. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorney's fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

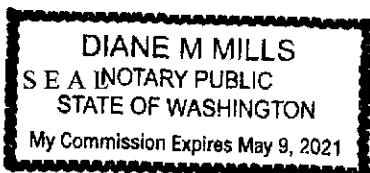
Mike Farthing
Owner

Lindy L. Farthing
Owner

STATE OF WASHINGTON)
COUNTY OF Skagit)^{ss}

On this day personally appeared before me Mike Farthing and Lindy L. Farthing to me known as the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 18th day of Aug., 2017.



Diane M. Mills
NOTARY PUBLIC in and for the State of
Washington, Residing at Milton
My Comm Expires: 5-09-21

Schedule "A-1"

01-163575-OE

DESCRIPTION:

PARCEL "A":

Tract 4, Short Plat No. 91-083 as approved October 6, 1992, and recorded October 9, 1992 in Volume 10 of Short Plats, page 130, under Auditor's File No. 9210090057, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 16, Township 35 North, Range 7 East, W.M.;

TOGETHER WITH that portion of Tract 1, of the said Short Plat No. 91-083, described as follows:

Beginning at the most Southerly Southeast corner of said Tract 1; Thence North $26^{\circ}50'55''$ East, along the Southeasterly line of said Tract 1, a distance of 230.45 Feet to an angle point in the Easterly line of said Tract 1; Thence North $88^{\circ}58'49''$ West, a distance of 40 Feet, more or less, to the center point of a that cul-de-sac shown on the face of said Short Plat; Thence Southwesterly, in a straight line, to the point of beginning;

Situate in the County of Skagit, State of Washington.

PARCEL "B":

A non-exclusive easement for ingress, egress and utilities delineated as 'Memory Lane' on the face of Short Plat No. 91-083 as approved October 6, 1992, and recorded October 9, 1992, in Volume 10 of Short Plats, page 130, under Auditor's File No. 9210090057, records of Skagit County, Washington; being a portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 16, Township 35 North, Range 7 East, W.M.;

Situate in the County of Skagit, State of Washington.