

AFTER RECORDING MAIL TO:

Kenneth D. Miller and Phyllis L. Miller
17460 Golden View Avenue
La Conner, WA 98257



Skagit County Auditor
12/1/2017 Page 1 of 3 \$76.00
3 1:22PM

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS

THE UNDERSIGNED are owners of the real property situated in Skagit County, Washington, included in the Skagit County Short Plat No. PL17-0321, approved November 15, 2017 and recorded November 29, 2017 under Skagit County Auditor's File No. 201711290013, being a portion of the SW ¼ of the NE ¼, and the NW ¼ of the SE ¼ of Section 21, Township 36N, Range 4E, W.M. They desire to provide for a plan of development of such real property as a part of an entire subdivision and for that purpose do hereby declare and establish the following covenants, conditions, restrictions and reservations appurtenant:

Building Restrictions

1. Lots 1, 2 and 3 in the Short Plat shall be used for single family purposes only.
2. No structure shall be erected, altered, placed or maintained on any lot unless it shall comply with these restrictions and the following:
 - a. The existing manufactured home on Lot 2 shall be permitted.
 - b. Such manufactured home shall be maintained in good condition.
 - c. No facilities for sewage disposal shall be placed on Lot 2 other than existing septic system
 - d. The work of constructing, altering or repairing any structure on any lot shall be diligently prosecuted from its commencement until completion thereof, but in any event the exterior finished appearance shall be completed within one (1) year of commencement so that no tar paper or underlayment shall thereafter be exposed to view.
 - e. No temporary structure, motor home, trailer, camper, tent, garage, basement or outbuilding shall be maintained on any Lot for residential purposes.

Land Use Restrictions

No garbage, refuse, rubbish, junk or cut growth shall be permitted to be deposited, left or accumulated on any lot unless in suitable containers which shall be kept in sanitary condition, regularly emptied and fully screened from view of the street and adjacent lots.

1. No accumulation of non-working vehicles, trucks, RVs, motor cycles, off road vehicles, machinery, goods, equipment, or paraphernalia shall be kept or stored in the open on any Lot.
3. Limit of three (3) working vehicles belonging to owner(s) or renter(s) of property.
4. No noxious, or offensive activity such as loud music or discharging of firearms shall be permitted nor shall anything be permitted that may be or become a nuisance or unreasonably interfere with the use and enjoyment of any part of the real property included in the Short Plat.
5. No animals shall be kept or permitted on the real property in the plat except for household pets which shall not unreasonably interfere with the use and enjoyment of any lot.

Illegal Burning Per Northwest Clean Air Agency Section 501-540:

Only natural vegetation (leaves, grass and tree trimmings) may be burned. It is illegal to burn any of the following:

1. garbage
2. household trash
3. lumber
4. building construction waste
5. demolition debris

Miscellaneous:

The covenants, restrictions, easements, rights, liens and encumbrances herein provided for shall be covenants running with the land and shall be binding upon the real property described in the above short plat and any and all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of such real property shall constitute an agreement by any such person(s) accepting such interest, that they and each of them shall be bound by and subject to the provisions hereof.

In the event that any provision hereof shall be declared invalid by any court of competent jurisdiction, no other provision hereof shall be affected thereby and the remaining provisions shall remain in full force and effect. No waiver of a breach of any provision hereof shall constitute a waiver of a subsequent breach of the same provision or of any other provision.

The parties in interest in and to any part of the real property included in the above short plat, for the benefit of such owners, shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise shall have the right to injunctive relief. The prevailing party in any action to enforce the provisions hereof shall recover a reasonable sum as attorney's fees therein together with the reasonable cost of searching and abstracting the public record.

The provisions hereof may be amended, altered or terminated in whole or part by written instrument signed by the owners in the area of the real property in the said short plat, exclusive of roads, and recorded with the auditor of Skagit County, Washington. For the purposes of this paragraph the word "owner" shall mean any person, firm, corporation holding either fee or a vendee's interest under a real estate contract as shown by the records of Skagit County, Washington, to the exclusion of any lesser interest. Until so terminated these provisions, shall remain in full force and effect.

DATED this 30th day of November, 2017.

Kenneth D Miller Kenneth D Miller

Phyllis L Miller Phyllis L Miller

STATE OF WASHINGTON)
: ss
COUNTY OF SKAGIT)

On this day personally appeared before me, KENNETH D MILLER and PHYLLIS L MILLER, husband and wife, to me known to be the individuals 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 mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ~~Nov~~ 30th day of November, 2017.

DeAnn Burkel NOTARY PUBLIC in and for the State of
Washington, residing at Burlington

