

**WHEN RECORDED RETURN TO:**

**M. Farthing  
PO Box 34  
Burlington, WA 98233**

**LTCO Order No. 01-176729-OE**

**DOCUMENT TITLE(S):**

**Appendix A: Declaration of CC&R's**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTORS:**

**MIKE FARTHING and LINDY L. FARTHING, husband and wife**

**GRANTEE:**

**TAMARA SUMMERS, a married person, as her separate property**

**ABBREVIATED LEGAL DESCRIPTION:**

**Lot 2, SP #91-083, AF #9210090057, Except Ptn.**

**TAX PARCEL NUMBER(S):**

**350716-2-002-0503, P104407**

After recording return to:

M. Farthing  
P.O.Box 34  
Burlington, WA 98233

**Land Title and Escrow**  
**01-176729-OE**

**APPENDIX A**

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

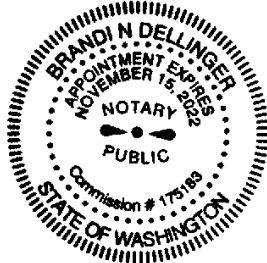
Declaration of CC&R'S:

**IN CONSIDERATION OF THE SALE, WHICH SAID DEVELOPMENT CREATED,  
THE LOT(S) DESCRIBED AS FOLLOWS: (2.8200 ac) TRACT 2, SHORT PLAT NO. 91-083,  
RECORDED UNDER AF#9210090057, RECORDS OF SKAGIT COUNTY, WASHINGTON**

the undersigned AGREES to the following:

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. Radio/micro wave transmission towers, commonly known as "cell towers," are prohibited from being erected on this lot.
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. That portion of Tract 2 adjacent to S.R.20 is expressly prohibited from being used to sell personal property, including but not limited to, vehicles, boats, recreational vehicles, trailers, etc.
10. All trees and vegetation growing within an area adjacent to and extending three hundred (300') feet to the south of State Route 20 shall be preserved and not cut down with the exception of any tree deemed by The Washington Dept. of Natural Resources to be "danger trees." This area provides for a visual and sound buffer for the residents on Memory Lane.
11. 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.
12. 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.



[Signature] 3-24-2020  
Owner Date

Tamara Summers 3-24-2020  
Owner Date

STATE OF WASHINGTON )  
COUNTY OF )ss

On this day personally appeared before me Craig & Tamara Summers 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 24 day of March, 2020

SEAL

[Signature]  
NOTARY PUBLIC in and for the State of  
Washington, Residing at Sedro Woolley  
WA 98281