# 202009290101

09/29/2020 01:58 PM Pages: 1 of 19 Fees: \$121.50 Skagit County Auditor

#### **COVER SHEET FOR RECORDING**

Return To: Samie Deol

310 LeeAnn Street

Mount Vernon, WA. 98274

**DOCUMENT TITLE:** Deol Estates CC&Rs

**GRANTORS:** Transworld Investment Group, LLC

**GRANTEES:** Transworld Investment Group, LLC

ABBREVIATED LEGAL DESCRIPTION: Deol Estates Plat Recorded under Auditor's File Number: 2020 9290 100 located within the SW ¼, Twp. 34N, Rge 4 EWM.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P24358

After Recording Return To: Samie Deol 310 LeeAnn Street Mount Vernon, Washington 98274

## Declaration of Conditions, Covenants and Restrictions for Deol Estates

THIS DECLARATION is made this 11 day of 5ep, 2020, by Transworld Investment Group, a Washington Limited Liability Corporation (Declarant)

WHEREAS, the undersigned is the owner and Declarant of that certain real property in the City of Mount Vernon, County of Skagit, State of Washington, hereinafter referred to as "said property", more particularly described as follows: Plat of Deol Estates.

**NOW, THEREFORE,** the undersigned hereby declare that lots 1 through 11 are and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of said property. These conditions, covenants, restrictions, reservations, and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property of and interest therein.

**FURTHER**, the undersigned hereby declare the attached exhibit map C and dedication is for this common interest community named Deol Estates, a plat community, as that term is defined in the Washington Uniform Common Interest Ownership Act and not for any public purpose.

#### ARTICLE 1. DEFINITIONS

The following words when used in the Declaration shall have the following meanings:

- 1.1 <u>"building site"</u> shall mean and refer to a lot, or to any parcel or said property under one ownership which consists of a portion of one of such lots or contiguous portions of two or more contiguous lots if a building is constructed thereon.
- 1.2 "Declarant" shall mean Transworld Investment Group LLC, a Washington Limited Liability Corporation and its successors and assigns if such successor or assignee Deol Estates, Covenants, Conditions and Restrictions

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- should acquire all of Declarant's rights under this Declaration pursuant to a recorded instrument executed by Declarant.
- 1.3 "Development Period" shall mean and refer to that period of time defined in Article III.
- 1.4 <u>"dwelling unit"</u> shall mean and refer to that portion of any structure intended to be occupied by one family as a dwelling under applicable zoning and building laws and restrictions.
- 1.5 <u>"living unit"</u> means a building, including (without limitation) a single family residence, located upon a lot and designated for separate residential use.
- 1.6 <u>"lot" or "tract"</u> shall mean and refer to any plot of land shown upon any recorded subdivision map of said property and to any parcel of said property and to any parcel of said property under one ownership consisting of a portion of one or more of such lots. and/or contiguous portions of two or more contiguous lots and upon which a dwelling has been constructed or occupied.
- 1.7 "purchaser" shall mean an individual or company who initially purchases the individual lots from Declarant.
- 1.8 <u>"owner"</u> shall mean and refer to the record owner (including contract sellers) whether one or more persons or entities, of all or any part of said property, excluding those having such interest merely as security for the performance of an obligation.
- 1.9 <u>"said property"</u> shall mean and refer to the certain real property herein before described.
- 1.10<u>"set back"</u> shall mean the minimum distance between the dwelling unit or other structure referred to and given street or road or lot line. These are established by the City of Mount Vernon. The front yard setbacks from N 28<sup>th</sup> Street and Deol Lane are required to be taken from the back of sidewalk and the remaining front, side and rear yards are from the property lines.
- 1.11 "common areas" and "common maintenance areas" shall mean those portions of all real property (including improvements thereto), easements and unused right of way required to be maintained by the Association for the benefit of the Association which are established for uses such as landscape, entry signage, NGPA easement, fencing, utilities, etc. These are shown on accompanying Exhibit A and are discussed in greater detail in Article IX of this document.

- 1.12 "Homeowner's Association" shall mean the Association of lot/home owners whose purpose it is to enforce the by-laws of said Association.
- 1.13 <u>"Architectural Control Committee"</u> The Association pursuant to its Bylaws, will have a Architectural Control Committee (ARC) whose powers and duties are limited to approving exterior modifications to homes and landscaping for dwellings within said property.

#### ARTICLE II.

#### **USE OF LAND**

No building or structure shall be created, constructed, maintained or permitted upon said property except upon a building site as herein above defined, and no building or structure shall be erected, constructed, maintained or permitted on a building site other that a single detached dwelling unit, except that appurtenances to any dwelling unit, such as private garages, garden houses, guest houses, or similar structures, architecturally in harmony therewith, a permanent construction, and the plans for same shall be approved by the ARC according to Article IV herein, may be erected within the building limits hereinafter set forth.

#### ARTICLE III.

#### DEVELOPMENT PERIOD

Development Period shall mean that period of time from the date of recording of the Declaration until (a) the sixtieth day after Declarant has transferred title to the purchasers of lots representing one hundred percent of the total voting power of all lots which may be subjected to the Declaration, or (b) the date on which Declarant elects to permanently relinquish all Declarant authority under Article II by written notice to all owners, whichever date occurs first. Until termination of the Development Period, the Property shall be managed by, and the Association organized and operated at the sole discretion of, the Declarant.

#### ARTICLE IV.

#### **BUILDING AND COMPLETION**

All buildings shall be completed and painted within twelve months from the time of construction thereof is commenced.

All landscaping shall be completed within six months from the date of occupancy of any home constructed.

The ARC is authorized to grant extensions of up to three (3) months if weather conditions require. Owners shall be responsible to maintain all lots, dwellings or other approved structures during construction and to clear unsightly weeds or undergrowth as reasonably deemed necessary by the ARC even though no improvements have been constructed and/or completed on a lot.

#### ARTICLE V.

#### ARCHITECTURAL CONTROL

- 5.1 <u>Initial Membership</u> The initial membership of the Committee shall be:Subedar Deol.
- 5.2 <u>Appointment of Representative</u> The committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have the authority to designate a successor or successors. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- 5.3 Committee Approval Required No building, including incidental out buildings, structure(s), improvements, obstruction, ornament, fence, wall, hedge, or landscaping shall be erected, placed or altered on said property, until the construction plans, specifications and plans showing location of structure and location of any trees to be removed have been approved by the ARC to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation and view obstruction and conformance to the approved grading and drainage plan. The building plans to be submitted shall consist of one complete set of plans and specifications in the usual form showing insofar as appropriate, (1) size and dimensions of the improvements, shown on a plat map, drawn to scale, (2) the exterior design, (3) location of improvements on the lot, including driveway, parking areas, and (4) location of existing trees necessary to be removed. These plans and specifications shall be left with the ARC until 30 days after notice of completion has been received by the ARC. This is for the purpose of determining whether, after an inspection by the ARC, the improvement complies substantially with the plans and specifications submitted. In the event that the ARC shall determine such improvements do not comply with such plans and specifications, it shall notify the property owners in writing within the 30 day period, whereupon the property owner shall, within a 30 day period either remove such improvements or alter it so that it will comply with such plans and specifications.
- 5.4 <u>Plan Submittal Procedure.</u> The ARC's approval or disapproval as required in these covenants, shall be in writing. In the event the ARC or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been

commenced prior to the completion thereof, it shall be presumed that approval has been given and the related covenants shall be deemed to have been fully complied with.

#### ARTICLE VI.

#### **HOMEOWNER'S ASSOCIATION**

Each owner of a lot within Deol Estates is automatically a member of Deol Estates Home Owner's Association (HOA). Membership shall be appurtenant to and may not be separated from ownership of the lot. Ownership of a lot shall be the sole qualification for membership and every member of the HOA shall be entitled to one (1) vote for each lot owned. Prior to the termination of the Development Period, acting pursuant to its authority to act on behalf of the Association, the Declarant shall adopt Bylaws of the Association. Bylaws, The HOA, pursuant to its Bylaws, will have an Architectural Control Committee whose powers and duties are limited to approving exterior modifications to homes and landscaping for homes within Deol Estates. Submittal for approval of plans for homes to be built within Deol Estates shall be in accordance with the Covenants, Conditions and Restrictions herein and such approval shall be granted by its' Architectural Control Committee. The Bylaws of the Home Owner's Association may provide for assessment, liens, and penalties for not paying dues or assessments to the Home Owner's Association.

#### ARTICLE VII. COMMON EXPENSES AND MAINTENANCE

The common expenses incurred for maintenance of common areas within and a part of said property. Initial Common Expenses shall consist of:

- Landscape Maintenance for Francis Road frontage (located within the unused right of way of Francis Road and within the 10 foot easement) and interior planter strips abutting N 28<sup>th</sup> Street and Deol Lane.
- Hazard and Liability Insurance for Officers and Directors of HOA. Liability insurance shall be in the amount of \$1,000,000.
- Street lights and any common utilities in private road section.
- Maintenance Reserve of private road/curb, sidewalk repair and replacement in the private road section per terms of Article XV herein.
- Maintenance Reserve for painting, repair and replacement of exterior perimeter fencing.
- Maintenance of the private stormwater structures located on Lots 8 and 9 and within Deol Place (TractB).

- Monitoring and maintenance of the wetland and its buffer within NGPA Tract
   A.
- Maintennace Reserve for repair and replacement of the NGPA fencing and signage.
- The perimeter Storm Drainage Pipe located across portions of Lots 5-11.
- The stormwater pipe that drains Deol Place into the N 28<sup>th</sup> Street catchbasin located near Lot 7.
- Initial annual expenses shall be as follows: For lots 1, 8-11, inclusive, shall be \$703.94 annually, which shall be billed on a quarterly basis; for lots 2-7, inclusive, shall be \$823.94 annually (per attached Exhibit B) which shall be billed on a quarterly basis. The additional difference of \$177.58 annually shall be for establishment of a reserve account for repair, replacement of the private road and monthly street light billing.

### ARTICLE VIII. BUDGET, ASSESSMENTS, COLLECTION THEREOF

The Owner's Association will determine the budget annually (to be presented at the Owner's Association annual meeting), the method of assessments, the collection of assessments, and the enforcement thereof. There shall be collected by escrow at time of closing of the initial sale of every home herein, a Special Assessment of Four Hundred Fifty and 00/100 Dollars (\$450.00), which shall be used to defray the Start Up expenses of the Owner's Association and to establish a necessary reserve fund.

Any individual lot owner aggrieved by another lot owner's non-payment of assessment shall have the right, as does the Owner's Association itself, to bring the foreclosure action, and any judgment in favor of a lot owner bringing such action or in favor of the Owner's Association, shall include a reasonable sum for attorney's fees and costs and expenses reasonably incurred incident thereto.

#### ARTICLE IX.

#### **INSURANCE**

Each lot owner shall be responsible for and shall obtain insurance for the home and any accessory buildings located on the owner's lot insuring the improvements against loss or damage fire in an amount to insure coverage to the replacement value, and shall furnish evidence of such insurance to the Owner's Association. In the event any owner fails to have such insurance in effect, the other owners and the Association shall be authorized, but not required, to obtain such insurance and charge the owner of the lot for the cost of such insurance in the manner provided for herein for other assessments.

### ARTICLE X. <u>COMMON OWNERSHIP AND RESPONSIBILITY</u> FOR MAINTAINING COMMON MAINTENANCE AREAS

The common areas the Owner's Association is responsible for include the following:

- The wetland, its associated buffer, the split rail fence and the Native Growth Protection Area (NGPA) signs within the NGPA Tract A.
- The private road located within Tract B.
- The fence and landscaping located within the unused portion of City right of way of Francis Road.
- The street trees and landscaping within and abutting N 28<sup>th</sup> Street and Deol Lane.
- The mailbox cluster located near Lot 2.
- The subdivision sign located on Lot 1.
- The three(3) Stormfilter Water Treatment Structures located on Lots 8 and 9 and the stormwater structure located within Deol Place (Tract B).
- The perimeter Strom Drainage Pipe located across portions of Lots 5-11.
- The stormwater pipe that drains Deol Place into the N 28<sup>th</sup> Street catchbasin located near Lot 7.
- The street light located within the Deol Place (Tract B).

Exhibit A. CCR Maintenance Areas of the document illustrates the location of the common areas the Owner's Association shall be responsible for.

The Association is responsible for maintaining, repairing, replacing, reconstructing and preserving the character of the common Maintenance Areas and their facilities and appurtances.

#### ARTICLE XI. DWELLING UNIT CONSTRUCTION/USE RESTRICTIONS

- 11.1 <u>Building Size</u>. No dwelling may be erected on any of the said building sites unless it contains a minimum floor area, exclusive of open porches and garages, of 1,500 square feet for a dwelling containing a single level; and not less than 1,900 square feet for a dwelling containing multiple level.
- 11.2 Exterior Walls. All elevations of each dwelling shall be of wood or cementous siding in a horizontal lap siding or board and batt configuration, wood shakes or shingles, brick or stone. Exterior stain and paint finishes shall be of earth tone hues acceptable to the ARC. Each dwelling shall have a minimum of 200 square feet of brick, stone, or composition stone on the front exterior of the dwelling. Natural aluminum glazing sash shall not be permitted. All window trim members shall be stained or painted.

- 11.3 Roofs. With respect to all dwellings and/or structures on lots, roofs shall have no less than a minimum 4:12 slope and no more than a 12:12 slope, and only 25% of the plan area of a roof may be flat. Roofing material must be of wood shake, wood shingle, tile, slate, copper, standing seam metal or such other products and materials as may be approved by the ARC, or a minimum of thirty (30) year architectural-grade composition shingle and shall be black or dark grey in color.
- 11.4 <u>Garages.</u> Each dwelling shall include a garage designed to enclose a minimum of two (2) and a maximum of three (3) vehicles. Carports will not be permitted and unattached garages will be judged on individual merit and must be consistent with the design of the dwelling on said lot. Development of each lot shall include a provision for parking of a minimum of two cars exterior to the garage and within the building setback lines and a maximum of a three car garage. Driveway material shall be concrete, brick, stone or cementuous pavers. Gravel surface and asphalt driveways are not permitted, EXCEPT, that asphalt driveways may be installed on flag lots beginning behind back of sidewalk.
- 11.5 Motorized Vehicles. No trucks, recreational vehicles, motor homes, motor coaches, campers, trailers, boats or boat trailers, or similar vehicles other than passenger automobiles or pickup or utility trucks with a capacity of three quarter ton or less or any other motorized vehicles shall be parked, stored, or in any manner kept or placed on any portion of the property except in an enclosed garage or behind screened wood fencing. Guests of Owners may park motor homes at the Owner's dwelling for a period not to exceed seven (7) consecutive days, provided that the Owner gives the Secretary of the Association prior written notice of the license number of the guest's motor home and the period during which it will be parked at the Owner's dwelling.
- 11.6 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of said property, provided that a reasonable number of generally recognized house pets may be kept in dwellings, subject to rules and regulations adopted by the Association, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Dog kennels must be a minimum of thirty (30) feet from any adjacent dwelling and where authorized by the ARC, must be constructed with the long dimension contiguous to an adjacent dwelling and shall be screened from public roadways. All pets shall be kept indoors or within fenced yards and shall otherwise be on a leash at all times, including when walked or exercised within the said property. No pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same.

- 11.7 <u>Drainage.</u> No owner shall do or permit any work, construct any improvements, place any landscaping, or suffer the existence of any condition whatsoever which shall alter of interfere with the drainage pattern for the property, except to the extent such alteration and drainage pattern is approved by the ARC.
- 11.8 <u>Trash.</u> No trash, ashes, garbage or other refuse shall be thrown or dumped on any land or area within the Property. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbance.
- 11.9 <u>Abandoned or Inoperable Vehicles.</u> Abandoned or inoperable automobiles or vehicles of kind, except as provided below, shall be stored or parked on any portion of said Property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked by owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served upon the Owner or posted on the unused vehicle. If such vehicle has not been removed within seventy-two (72) hours after notice has been given, the Association shall have the right to remove the vehicle without liability, and the expense of such removal shall be charged against the Owner.
- 11.10 <u>Antennas.</u> No exterior radio, television, microwave or other antenna or antenna dish or signal capture or distribution device shall be permitted without the jprior written consent of the ARC and appropriate screening from adjacent lots, dwellings and Common Areas.
- 11.11 <u>Noise.</u> No exterior horns, whistles, bells or other sound devices, except door bells and security devices used exclusively to protect the security of the Property or improvements, shall be placed or used on any portion of the Property.
- 11.12 Nuisance. No obnoxious or offensive activity shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance. No noise or other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or its occupants.
- 11.13 Exterior Colors. All colors must be approved by the ARC. The color combination for the body and trim of a living unit may not be repeated by any other adjacent living unit within three (3) lots (excluding street).

- 11.14 Fences, Decks, and Retaining Walls. No fence, deck or retaining wall shall be constructed on any lot without prior review and approval of the ARC. All fences and decks, if approved, shall be constructed in a good and workmanlike manner of approved materials, shall be artistic in design and shall not detract from the appearance of any adjacent improvements. Fences shall be constructed of wood, wood shake, wood shingle, brick, stone, stone veneer, or wrought iron. Finishes shall be of earthen hues consistent with the dwelling. No fence shall be higher than six (6) feet in height unless required by local planning authorities. No deck shall be of a height which interferes unreasonably with the privacy of any adjacent lots or dwellings. Retaining walls shall be those walls greater than three (3) feet in height and shall be constructed of brick, stone, stone veneer or decorative block consistent with the dwelling and related landscaping. As may be required by local authorities, all such walls shall satisfy all local authority engineering, permit and fee requirements.
- 11.15 Antennas, Aerials, and Satellite Dishes. No exterior antennas or aerials shall be permitted, unless required for reception, and then only if approved by the ARC. A satellite dish may be allowed, if it can be situated within the lot so as to not be visible from any other lot or roadway in or around the subject lot. Approval for a satellite dish must be obtained from the ARC prior to its installation.
- 11.16 <u>Underground Facilities</u>, <u>Poles and Towers</u>. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower, or other structure, supporting said outdoor overhead wires, shall be erected, placed or maintained within said property. All purchasers of building sites, their heirs, successors and assigns shall use underground service wires to connect their dwelling units to the underground electric, telephone or other utility facilities.

#### ARTICLE XII.

#### **LANDSCAPING**

Within six (6) months after the date of occupancy or substantial completion of a dwelling or other approved structure all front, side and rear yard landscaping shall be completed. An extension of three (3) months will be considered by the ARC if unsuitable weather persists. If required by the City of Mount Vernon, purchaser of each lot shall, at purchaser's cost, install street trees prior to obtaining an occupancy permit. Type, size, location and quantity of said street trees must be that approved by the ARC.

#### ARTICLE XIII. BUILDING HEIGHTS, VIEW CORRIDORS

Every attempt shall be made to respect and retain the available view corridors for each and every lot. Therefore, every attempt shall be made by the ARC to locate buildings on each lot in a way that respects the available view corridors for adjacent lots.

#### ARTICLE XIV.

#### **EASEMENTS**

Said property shall be subject to mutual and reciprocal easements as shown on recorded plat.

#### ARTICLE XV.

#### **OTHER BUILDINGS**

15.1 <u>Temporary Structures.</u> Builders are permitted to erect temporary or portable sheds as tool houses and for other uses common to residential construction and to maintain them until each structure is finished.

#### ARTICLE XVI.

#### ROAD MAINTENANCE AGREEMENT

- 16.1 <u>Whereas.</u> The undersigned owner desires to create a reciprocal driveway and utility maintenance agreement for joint use located between Lots 8 and 9 with equal maintenance obligations to provide common access for lots 2-7. It is understood and agreed as follows:
  - 1. The owners of lots 2 thru 7 inclusive, herein described shall share on an equal basis all expenses for maintenance, upkeep and repair of the road and utility easement. Said basis for expenses shall be calculated by the declarant on a per front foot pro-rata basis.
  - 2. The roadway and utility easement is to be maintained in a condition that will allow for unimpeded vehicular access.
  - 3. All decisions concerning maintenance, repair or upgrading the existing driveway easement shall be unanimous by all owner of said lots and each lot shall have one vote.
  - 4. The terms and provisions of this maintenance agreement and easement are binding on all successors and assigns and the covenants contained herein shall run with the land.
  - 5. Should it be necessary for the owner of any lot to refer this agreement to an attorney for purposes of enforcement, any owner who is deemed to be in default shall be obligated to pay the prevailing party's costs and attorney's fees, as well as any shared costs for such maintenance, upgrade or repair.

#### ARTICLE XVII.

#### **GENERAL PROVISIONS**

- 17.1 <u>Enforcement.</u> The Declarant or any owner or owners of lots shall have the right to enforce by any proceeding at law, or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. The failure on the part of any of said parties affected by this Declaration at any time to enforce any of the provisions herein shall in no event be deemed a waiver thereof, or the right to do so thereafter.
- 17.2 <u>Severability.</u> Invalidation of any one of these covenants, conditions or restrictions by judgment or Court shall in no way invalidate any other provisions of this Declaration, which shall remain in full force and effect.
- 17.3 <u>Terms.</u> The provisions outlined in this Declaration shall apply to all units in Deol Estates and shall be binding on all lot owners, their heirs, their successors, or assigns for a period of thirty (30) years from the date this Declaration is recorded, thereafter, they shall automatically be extended for successive periods of ten (10) years.
- 17.4 <u>Amendments.</u> This Declaration, with the exception of provisions specifically stating the rights of the Declarant, may be amended by an instrument signed by not less than sixty-seven (67%) percent of the lot owners within Deol Estates. Any amendments must be recorded with Skagit County. Amendments to the CCR's that would amend, modify, or otherwise affect any provision shall require the prior written approval of the Development Services Director and the City Attorney.

IN WIT	NESS W	HEREOF, the Declarant	t has e	xecuted th	nis Declarati	ion on this	17
day of _	SUP	, 2020.					

Transworld Investment Group LLC

y: Subedar Deol Managing Member

**ACKNOWLEDGEMENT** 

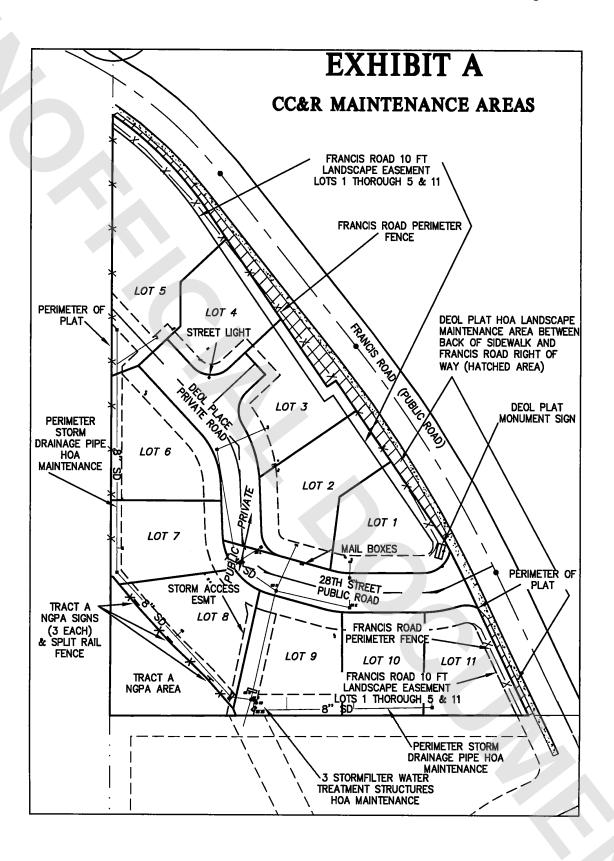
State of Washington

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Deol Estates, Covenants, Conditions and Restrictions

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	ubedar Deol, who is th	me on this <u>17</u> day of e Managing Member of
Notary Public for Washing My Commission Expires:	) gton 12.31.2020	NOTARY PUBLIC 12-31-2020



# Deol Estates EXHIBIT B

						Life	Cost Per Year		Yearly	Monthly
						Expectancy	Based on	Number	Cost per	Cost Per
Description of Maintenance and Reserve Costs	Ωtλ	Unit	Insta	Install Cost	Total	(Years)	Life Expectency	of Homes	Home	Home
Asphalt Seal Coating- reserve	10904	SF	·s	0.25	\$19,000	30	\$ 633.33	11	\$57.58	\$4.80
Landscape Maintenance at Frontage (10% of Cost )	6200	SF	\$	5.00	\$ 31,000.00	10	\$ 3,100.00	11	\$281.82	\$23.48
Mailbox- reserve for replacement	1	ನ	\$ 2	000000	\$ 2,000.00	20	\$10	11	\$0.91	\$0.0\$
Francis Road perimeter fencing repair, replacement	710	느	•	317,250	\$17,250	10	\$1,725.00	11	\$156.81	\$13.07
NGPA split rail fencing replacement	170	느		\$13.00	\$2,210	10	\$221.00	11	\$20.09	\$1.67
NGPA signs replacement	4	EA		\$45.00	\$180.00	15	\$12.00	• •	\$1.09	\$0.09
NGPA annual evaluation, maintenance	-	8	\$	185.00	\$185.00	-	\$185.00	•	\$16.82	\$1.40
Curb Painting	396	ä		\$5.27	\$2,088.00	2	\$1,044	11	\$87.00	\$7.91
Stormwater filter structures replace annually	2	E		\$300	\$300	1	\$300	•	\$27.27	\$2.27
Stormwater System inspection, repair, 6 mos.	1	Ā		\$300	\$300	0.5	\$600	•	\$54.55	\$4.55
Stoot	-	PΑ							\$120.00	21.67
Oued Light	-	5					Total	_	\$823.94	S65.66

### EXHIBIT C1

#### DEOL ESTATES. A PLAT COMMUNITY

SURVEY in a portion of the NE 1/4 of SW 1/4 Section 9, T 34 N, R 4 E, WM MOUNT VERNON, WASHINGTYON

#### LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING NORTHERLY OF THE MOUNT VERNON—CLEAR LAKE ROAD. EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF MOUNT VERNON BY DOCUMENTS RECEDED UNDER AUDITOR'S FILE NUMBERS 8609250010 AND 200009060030, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON

#### **DEDICATION**

THE DEOL ESTATES HOMEOWNER'S ASSOCIATION (HOA) HAS BEEN CREATED THAT WILL BE RESPONSIBLE FOR MAINTENANCE OF THE MONUMENT SIGN ON LOT 1, PRIVATE ROAD AND STORM DRAINAGE FACILITIES ON TRACT B, STORM PIPING FROM TRACT B TO CATCH BASIN 7 ON 28TH STREET, LANDSCAPING AND FENCE LOCATED BETWEEN THE SIDEWALK ON FRANCIS ROAD AND THE PLAT BOUNDARY, PERIMETER FENCING AND LANDSCAPING WITHIN 10 FT LANDSCAPING EASEMENT SHOWN ON LOTS 1-5 AND 11, STREET TREES AND PLANTER STRIPS LOCATED ON 28TH STREET & DEOL LANE, MAIL BOX CLUSTER LOCATED IN 28TH STREET BY LOT 2, NATIVE GROWTH PROTECTION AREA TRACT A SPLIT RAIL FENCING & NGPA SIGNS ALONG SOUTHEAST SIDE OF TRACT A, PERIMETER DRAIN IN EASEMENT ON LOTS 5 THROUGH 10, THREE STORMFILTER WATER TREATMENT STRUCTURES LOCATED ON LOTS 8 & 9, SIGNAGE AND CURB STRIPING ON PARKING RESTRICTED AREAS ON PUBLIC AND PRIVATE ROADS, STREET LIGHT ON TRACT B, SEE DOCUMENTS RECORDED UNDER

AUDITOR'S FILE NUMBER 20209290100 . EACH PURCHASE AND SALE AGREEMENT FOR EACH LOT SOLD SHALL INCLUDE A DISCLOSURE STATEMENT THAT THE HOA WILL BE IN EFFECT AND THE RESPONSIBILITY FOR PARTICIPATING IN THE HOA IS A REQUIREMENT OF PURCHASING THE LAND.

TRACT B SHALL BE CONVEYED TO THE DEOL ESTATES HOMEOWNER'S ASSOCIATION AND IS TO BE MAINTAINED AS DESCRIBED IN THE CC&R's REFERENCED IN THIS PLAT NOTE NO. 8A.

A LANDSCAPING, MONITORING, MAINTENANCE EASEMENT IS PROVIDED TO THE DEOL ESTATES HOMEOWNER'S ASSOCIATION OVER. UNDER AND ACROSS TRACTS A & B.

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED DEOL ESTATES, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR DEOL ESTATES RECORDED UNDER SKAGIT COUNTY

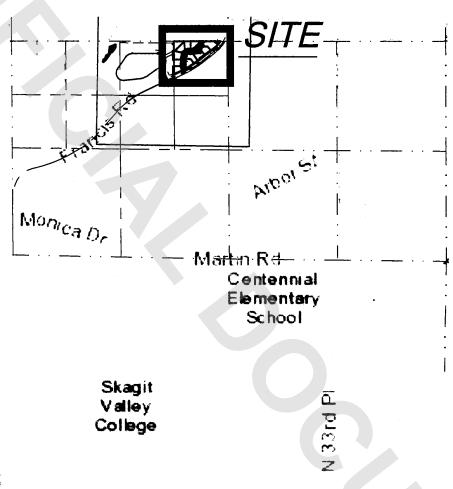
RECORDING NO. 202009790101

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND.	
TRANSWORLD INVESTMENT GROUP, LLC, A WASHINGTON LIMITED LIABILITY COR.	PORATION.
BY: duke July & treet TITLE: MEM/	MIL
PRINTED NAME: SUBEDAR DEOL	

## EXHIBIT C2

ACKNOWLEDGMENT ( )
STATE OF . WOOD
COUNTY OF . Slagt
THIS IS TO CERTIFY THAT ON THIS 29. DAY OF Sept . 2020, PERSONALLY APPEARED OF EG
KNOWN TO ME TO BE THE PRESIDENT RESPECTIVELY TRANSWORLD INVESTMENT GROUP, LLC, WHICH CORPORATION HAS EXECUTED THE FOREGOING INSTRUMENT, AND EACH OF THE SAID NAMED OFFICERS ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE CORPORATION OF WHICH HE IS AN OFFICER FOR THE USES AND PURPOSE THEREIN MENTIONED AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF THE SAID CORPORATION.
IN WITNESS WHEREOF I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN E K COAN NOTARY PUBLIC IN AND FOR THE STATE OF NOTARY PUBLIC 12:31:2020 MY COMMISSION EXPIRES: 12:31:30:31
SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE PROPERTY THAT THIS MAP FOR COMMON INTEREST COMMUNITY NAMED DEOL ESTATES IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES, ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN.  CERTIFICATE NO. 28023
28023 28023 28023 28023

## EXHIBIT C3



[538]

e Rd

VICINITY MAP

not to scale