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Monte Petersen
528 F and S Grade Rd
Sedro-Woolley, WA
98284

Document Title: Declaration of Covenants, Conditions, Reservations and Restrictions of The Plat of Samish Estates

Grantor: Monte R. Petersen

Grantee: Owners within The Plat of Samish Estates

Legal Description: The Plat of Samish Estates according to the Plat thereof recorded under Auditor's File No. SE-LP-2019-092, Records of Skagit County, Washington

Tax Parcel No.s: 350423-0-022-002 (P37166)

Declaration of Covenants, Conditions, Reservations and Restrictions of The Plat of Samish Estates

A. Recitals

1. The undersigned Declarant is the owner in fee simple of the following described realproperty located in Skagit County, State of Washington:

The Plat of Samish Estates Being a Portion of the Northeast ¼ of the Northeast ¼ of Section 23, Township 35 N., Range 4 E., W.M., City of Sedro Woolley, Records of Skagit County, Washington (hereinafter referred to as the "Plat")

2. Declarant, in order to establish and preserve a harmonious and aesthetically pleasing design for the development and to promote and protect the value of the properties within this Plat, and to provide a means to enforce the rights, reservations, easements, liens and charges provided in this Declaration, does hereby declare that all properties and improvements to properties within this Plat are subject to the Covenants, Conditions, Easements, Restrictions and Reservations (hereafter CCRs) set forth in this document. Lot 7 (see Appendix A) and any future lots created within this lot, will be excluded from any current or future CCRs and will operate separately from the other Lots 1-6 within the Plat. Lot 7 will only be required to adhere to the easement reservations set

forth within these CCRs and otherwise will be excluded from any covenants, conditions, restrictions, assessments etc. pertaining to the Plat.

3. This is a new Plat Community as contemplated by RCW 64.90.075(2). As a result, only RCW 64.90.020, 025 and 030 are directly applicable based upon the fact that, (i) there are no development rights held by Declarant, (ii) there are no more than 12 lots or units in the Plat, and (iii) the average annual assessment, exclusive of optional use fees and insurance fees paid by the association, will not exceed three hundred (\$300), as adjusted pursuant to RCW 64.90.065. Lot 7 will be excluded from owing any HOA fees and assessments.
4. These CCRs are intended to be binding upon the respective owners of each lot within the Plat and that all property within the Plat, with the exclusion of Lot 7, is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the CCRs. All of the CCRs contained herein shall run with the land and be binding upon all parties acquiring and right, title or interest in property located within the Plat or any part thereof, with the exclusion of Lot 7, and any future lots created within Lot 7, which is not bound by these CCRs.

B. Definitions

The following words and terms shall have the meaning set forth below:

1. **Lot / Unit**: Any parcel of real property within the boundaries of the Plat identified by a numerical or letter designation and any improvements thereon.
2. **Person(s)**: Any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.
3. **Owner**: Any person holding either fee title or a vendee's interest under a Real Estate Contract as shown by the records of the Auditor of Skagit County, Washington, in a Lot or Unit.
4. **Declarant**: Monte Petersen, the owner of the Plat at the dated date of this instrument which is engaged in the land development and sales activity within the Plat, together with any successor in interest.
5. **Common Property**: The stormwater tract identified on the face of the plat.
6. **Improvements**: Any building, outbuilding, private roads or driveways, parking areas, retaining walls, swimming pools, screens or fences, walls, signs, stairs, decks,

hedges, windbreaks, plantings of any nature, poles, lighting, sprinkler systems, hot tubs or any other structure or landscaping.

7. **Resident:** Each person lawfully residing on any lot and the members of the immediate family of such person actually living in the same household with such person.
8. **Plat:** Samish Estates, according to the plat thereof recorded under Skagit County Auditor's File No. ().
9. **Lot 7:** southernmost lot on the plat map (see Appendix A), where original house and shop are located: 528 F & S Grade Rd. This lot, and any future lots created from it, are explicitly excluded from ever being required to abide by these CCRs, except for the listed Easement Reservations. No HOA fees or assessments will be required from this property.

C. Reservations

1. **Reservation of Easements.** Easements are hereby reserved over, under, in, through and upon those certain portions of the roadways, walkways and Lots shown on the final plat map of the Plat for the following: drainage, sewer, water pipes and utilities, facilities and services including, but not limited to water supply, electricity, gas, sewer, telephone and television. The easements are intended for those utilities and services which are and/or shall be installed, laid, constructed, repaired, renewed, operated, maintained and inspected relating to underground pipes, sewers, conduits, cables, wiring and any and all necessary facilities and equipment for the purpose of serving the Plat together with the right to enter upon the easement areas for purposes of installation, maintenance or repair. This reservation of easement is for the benefit of Declarant, its successors in interest, as well as for the city of Sedro-Woolley, Puget Sound Energy, Cascade Natural Gas, Skagit PUD, Telephone and Cable Television Service providers in the area and any other purveyor of such services as herein described, as well as their successors in interest. All utilities installed within the easement areas contemplated herein shall be underground except for those appurtenances such as service junction boxes or transformers that are intended to be placed above ground. Within the easement area there shall be no structure, planting or other material placed which may damage or interfere with the installation or maintenance of utilities or which may change the direction of flow or drainage channels in the easements or which may obstruct or change the flow of water through drainage channel easements. The easement area of each Lot and all improvements in and/or on the easement area shall be maintained continuously by

the Owner of the Lot, except for those improvements for which a public authority or utility company, or the Association, is responsible.

2. **Drainage Easement.** The Declarant reserves the right to drain all roadways, walkways, easement ways and areas over and across any Lot / Unit within the Plat where water might take its natural course after the grading of such Lot or Unit.
3. **Other Easements.** In addition to those easements set forth on the face of the Plat there is hereby imposed upon Lots within the Plat the following:
 - 20-foot access and utilities easement over the north 20 feet of Lots 1 and 2 for the benefit of said Lot 1 and also for Skagit PUD for waterline maintenance and inspection.
 - A 20-foot access and utilities easement over a 20-foot strip as depicted on the face of the Plat. The centerline of the easement enters at the northeast corner of Lot 3 and then runs south and west as depicted on the Plat entering Lot 4 at the northeast corner and continuing south to the terminus of the centerline at the south line of Lot 5. This access easement benefits Lots 4 and 5 and also city of Sedro-Woolley for sanitary sewer maintenance and inspection. Responsibility for expense of repair and maintenance of the access easements shall be the responsibility of the owner of the benefitted Lot(s). In the event that an access easement benefits more than one lot then the expense of maintenance and repair shall be shared equally by the benefitted owners. If a benefitted owner refuses to share in the expenses of maintenance and repair the other owner(s) may pay those expenses and seek recovery from the defaulting owner by filing and enforcement of a lien pursuant to the mechanic's lien statute, RCW 60.04.
4. **Sales Office.** Declarant reserves the right to maintain a sales office on a Lot within the Plat to be designated by Declarant for the primary purpose of selling and reselling Lots within the Plat. The Declarant reserves the right to maintain "for sale" signs on any Lot within the Plat as may be prepared and affixed by the Declarant. Declarant shall have the right to maintain a construction office on a Lot within the Plat so long as Declarant owns Lots in the Plat.

D. General Use Restrictions and Requirements

1. **Residential Purposes.** All lots within this Plat shall be used exclusively for permanent residential purposes.

2. **Business Activity.** Home based business shall be allowed provided the business operations are properly licensed and there is no negative impact upon other owners in the community from the standpoint of increased noise or traffic. In the event of a business bringing customers into the Plat those customers shall enter the subdivision during regular business hours only. Operation of a business outside of these parameters shall be approved by the Association.
3. **Recreational Vehicles.** All boats, utility trailers, trucks of more than three-quarter ton rating, any vehicle licensed for commercial use, campers, recreational vehicles, travel trailers, motor homes, travel trailers or similar items or vehicles maintained or kept on any Lot within the Plat shall at all times be enclosed within a garage or otherwise neatly stored behind the front wall line of the residence and reasonably screened from the view of the street in front of such Lot. Parking of any such vehicle on any street within the Plat is prohibited provided that an out – of – County resident guest of an Owner may, with such owner’s permission, park a recreational vehicle or travel trailer on an owner’s lot for up to a maximum of seven days (7) days within any calendar year and not be in violation of this restriction.
4. **Vehicles.** All automobiles and all other permitted vehicles, if kept or parked on any Lot or otherwise within the Plat, shall be in good order and working condition. Partially wrecked vehicles, discarded vehicles, unlicensed vehicles or vehicles which are in a state of disrepair shall not be kept on any Lot nor shall be maintained within the Plat unless enclosed in a garage or completely screened from view from outside the Lot. Automobiles and any other permitted vehicle shall not be parked on any sidewalk. At least one garage stall shall be maintained and dedicated to storage of an automobile and shall not be converted to any other use.
5. **Animals.** No pets shall be allowed to roam at any time outside of Lot boundaries. Dog kennels and/or dog runs shall not be established in front yards, but shall be located in the back or side yard screened from view of other lots or roadways.
6. **Signs.** During development and sale of the Lots in this Plat the Declarant may display post signs, billboards and any other advertising material s on or about any unsold lot or lots until all Lots within the Plat have been sold by Declarant. As to residential owners after sale by Declarant no signs or billboards shall be placed upon any Lot, except that one identification sign bearing the owner’s name and address may be placed upon the owner’s Lot. Declarant and any owner or agent of the owner may advertise any Lot for sale and an owner may display signs of a

political nature promoting a candidate or a political proposition during periods of political campaigns. Campaign signs must be removed within one week after the election.

7. **Garbage and Trash.** No owner shall keep garbage, trash or other waste on any Lot except in appropriate covered sanitary containers properly screened and shielded from the adjacent properties and roadways. All equipment for storage or disposal of such material shall be in a clean and sanitary condition. Each owner shall keep their Lot in a neat and orderly condition and appearance and shall not cause or permit any noxious or odorous condition to exist. No owner shall allow or maintain any unsightly growth or tangible object that would be a detriment to other Lot owners or become a fire hazard.
8. **Fencing.** All wire and/or chain link fencing is prohibited on any lot. All fencing shall be constructed of wood or other material approved by the Architectural Control Committee (hereafter ACC - see paragraph "F" herein) and shall be consistent with approved designs of said ACC. Side yard fences shall not be located within the setback line in the front of any Lot. All fencing shall be located entirely within a Lot unless adjoining owners agree on a common fence, including the design of the fence, in which case such fence may be placed on the common property line between the properties. No front yard fence shall be allowed, with the exception of decorative fencing such as picket, split rail or decorative.
9. **Antennas.** No television or radio antenna of any kind which extends more than 10 feet above the roof line of a residence may be maintained. Satellite or "dish" antenna shall be permitted provided there are reasonable steps taken by the owner to screen the view of the dish antenna from other Lot owners.
10. **Surface Water Discharge.** No Lot shall be improved in such a manner that there is allowed or caused to be excessive water runoff that would potentially damage or create an inconvenience for other Lots or the owners thereof.
11. **Damaged Improvements.** No improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to be in a state of disrepair for a period in excess of four months from the date of partial or total destruction. Corrective construction or reconstruction shall be required to commence within said four-month period and shall be completed in accordance with paragraph "E" herein. However, the construction or reconstruction period shall be extended for a reasonable period thereafter in the event that commencement of the corrective measures was delayed by factors beyond the control of the owner and the owner has exercised, and continues to exercise, due diligence in an effort to eliminate the factors causing the delay.

12. **Explosives.** No firearms or explosives shall be discharged within the boundaries of the Plat.
13. **Lot Grading.** Lot grading is to follow the natural slope of each Lot. Excavation or construction shall not undermine the slope stability of any adjoining Lot or of any roadway.

E. Construction

1. **Duration of Construction.** Construction of all improvements shall be prosecuted diligently from the date of commencement of work until the exterior is completed and painted or finished and all sanitation and health requirements have been fulfilled. The time limit for completion of construction of an improvement shall be twelve months from the date of building materials first delivered to the Lot for such purposes. Construction shall not be deemed completed until the improvement and all accessory structures are completed, the Lot has been cleared of construction debris and the Lot has been landscaped.
2. **Size and Height Restrictions.** The size of a home constructed on any lot shall be subject to review and approval by the ACC, in the sole discretion of the ACC. It is the express intent of the Declarant to evaluate all aspects of the proposal for a home on a Lot, including size, elevation, architectural style. Landscaping, location within the Plat, and other factors to determine its acceptability per the dictates of the Architectural Control Committee as set forth in paragraph G. herein.
3. **Landscaping.** It is the Declarant's intent that the landscaping be designed to enhance and preserve property values and resident's enjoyment. The Declarant's desire is to maintain as much of the natural benefits of the foliage within the Plat as possible. To that end, design of improvements shall preserve existing trees to the extent possible such as firs, cedars, shrubs and understory plants such as, Oregon grape, huckleberry and vine maple and using other compatible and indigenous shrubs.
 - a. The front yard area from the street to the front of building(s) on each Lot shall be covered with lawns, landscaping and other solid surfaces within six (6) months of the date of commencement of construction.
 - b. Where construction is not commencing within three (3) months after an owner acquires a Lot, the owner shall cut weeds on the Lot and keep the Lot free of garbage and other debris and shall maintain the Lot in a reasonable condition so as to not detract from the neighboring Lots.
 - c. Corner Lots within the Plat contain side yards between the building setback

lines and the street which are referred to as “flanking side yards”. These shall be covered by lawn, landscaping or solid surfaces within six (6) months of the date of construction. It is the intent of this provision to keep these areas which are typically outside of the fence line consistent with other landscaping within the Plat.

4. **Maintenance and Repair of Appurtenant Areas.** Curbs and gutters in front of each lot, together with sidewalk planting strips, if any, shall be maintained in good order, repair and condition by the owner of the adjoining Lot.

F. Architectural Control Committee

1. **General.** Construction of improvements within the Plat shall be subject to the prior approval of an Architectural Control Committee (hereafter ACC), which shall be composed of the Declarant or an agent or nominee of the Declarant. At such time when all Lots within the Plat have been sold by Declarant or its successors, the ACC shall be composed of three Lot owners who shall be elected by all of the lot owners of Samish Estates, each to have one (1) vote regardless of multiple ownership of lots by a single owner. The Declarant, at its sole option, may decline to continue in the capacity of ACC at any time, and which time membership of the ACC shall be determined by the Lot owners as set forth above.

No fees for participation shall be charged by the members of the committee and no fees shall be paid by Lot owners to submit applications to the ACC nor to obtain approval of such application. No improvements shall be erected, placed or altered on any lot until construction plans, specifications and a site plan showing the location of all proposed improvements on the Lot have been approved by the ACC. The approval or disapproval of the ACC as to any such construction plans, specifications and site plan shall be based upon the quality of materials to be utilized in construction, the harmony of the external design and color scheme (Including siding and roofing material) of the proposed improvements with other existing improvements within the Plat and the location and bulk of the improvements with respect to topography, finished grade elevation as well as compliance with applicable city or county building codes.

G. Community Association - Assessments

1. **Formation.** The Declarant shall form a Community Association, designated herein as the Association, to include as its members all owners of any Lot within the Plat, excluding Lot 7 which will not be considered governed by the community association. This organization shall be a nonprofit corporation pursuant to Title 24

of the Revised Code of Washington and shall be known as "Samish Estates Homeowner's Association" (Association).

2. **Purpose.** The purpose of the Association shall include, without limitation, the furtherance and promotion of the common welfare of the owners of any Lot or Parcel within the Plat, excluding Lot 7. The Association shall provide for the regulation, use, care, construction, operation, repair, maintenance and preservation of the Common Properties within the Plat for this there is a private maintenance obligation to be shared in common by the Association members. The Association shall provide for the regulation, maintenance and repair of facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection and benefit of the members and of their Lots within the Plat, including, but not limited to, the operation, maintenance and use of property held or controlled by the Association. Enforcement of this Declaration shall also be a role of the Association including Lot maintenance, construction requirements and building restrictions imposed upon the Lots. The Association shall pay taxes, if any, imposed upon Common Properties and improvements. Finally, the Association shall further the protection and preservation of the interests of all owners in the Plat for the common good.
3. **Governing Board.** The Declarant while it is in the process of development and sale of lots in the Plat shall have the exclusive right to designate and appoint a governing Board of the Association until such time as the Declarant, or its successor, has sold all of the lots in the Plat, or seven (7) years from the date of this declaration, whichever is sooner. When all of the lots are sold, or the seven years pass, control of the Association shall be turned over to the owners in the Plat, who shall then elect from their number the governing Board of the Association, as determined by the Articles of Incorporation and the By-law of the Association. Without being bound by the foregoing the Declarant, at its sole and exclusive option, may elect at any time prior to the sale of all Lots within the Plat, to transfer control of the Association to the owners within the Plat.
4. **Assessments and Liens.** The Association shall be empowered to establish and collect dues and assessments upon the Lots within the Plat for the common benefit of such Lots and the owners thereof. The dues collected will be used for payment of charges associated with utilities, roadways, drainage, storm water detention, landscaping for common areas, insurance, maintenance, improvements, enforcement of this declaration, payment of property taxes upon common areas and for any other common purposes, all as determined pursuant to the Articles of Incorporation and By-laws of the Association. Lot 7 shall be fully excluded from owing any dues now and in the future.

- a. **Establishment of Charges.** When the Board deems it appropriate, it shall adopt a regular or special budget for the Association. The Board shall set a date for a meeting of the owners in the Plat to consider ratification of the budget.
The meeting shall be not less than thirty (30) days nor more than sixty (60) days after the budget has been mailed to all owners. Unless at the meeting a majority of the owners vote to reject the budget, the budget shall be ratified, whether or not a quorum is present. If the proposed budget is rejected, or the required notice is not given, the budget last ratified by the owners shall continue until the owners ratify a subsequent budget proposed by the Board. In establishing the first budget the Board shall have broad discretion on the charges and the ratification may occur on the vote of the board alone provided the charges therein are all related to the promotion of the general well-being of the Plat and the owners thereof.
- b. **Annual Assessment not to Exceed \$300 Until Increase Approved.** Pursuant to RCW 64.90.075(2) the annual dues charged to the owner of each lot in the Plat shall not exceed \$300 exclusive of optional user fees and any insurance premiums paid by the association. An increase may occur under 64.90.075(3)(b) is approved by lot owners, other than declarant, holding ninety percent of the votes in the association.
- c. **Personal Obligation and Lien Foreclosure.** The assessments shall constitute a personal obligation of any owner of record of a Lot in the Plat on the due date thereof and shall also constitute a lien on the Lot assessed in the event of nonpayment by the owner for a period of ninety (90) days from the due date of the assessment. In the event of nonpayment, the Association shall have the authority to file a lien in the Skagit County Auditor's Office against the lot of the delinquent owner(s). In the event of lien being filed the delinquent owner will be liable for the delinquent dues, together with legal fees incurred in preparing and filing the lien along with the costs of recording.
The lien may be foreclosed in the same manner as a deed of trust is foreclosed under the laws of the State of Washington pursuant to RCW 61.24 et seq. In the event of foreclosure proceedings being instituted, the delinquent owner shall be liable for the Association's expenses of title examination and insurance, a reasonable attorney's fees and all other costs reasonably and necessarily incurred in such foreclosure action. In any such action resulting from delinquent assessments the amount owing shall bear interest at the rate of 12% per annum from the date the same became

due through the date of entry of the judgment of foreclosure thereon until payment is made to the Association or the title transfers by way of a foreclosure sale.

- d. **Annual Statement.** As soon as practical in each calendar year, but no later than March 31st of any year, the Association shall send a written statement to each owner setting forth the dollar amount of the assessment for such lot for such calendar year. The Association may, in its sole discretion, provide for periodic payment of such assessment during the calendar year, with or without a service charge.
5. **Application of Assessment.** The Association shall apply all funds received by it pursuant to this declaration in the following order:
 - a. To administrative costs and expenses incurred by the Association in the exercise of its powers under this declaration;
 - b. The promotion of the recreation, health, safety, enjoyment and welfare of the users of the Common Properties, and the enhancement of the values of the Common Properties by means of construction, repair, maintenance and administration of the Common Properties, including, but not limited to, the payment of taxes and insurance premiums on the Common Properties and the payment of utility charges therefor, if not otherwise paid by Skagit County, the charge for electricity supplied for street lighting within the Plat, if any.
 - c. The service, repair, maintenance and/or replacement of any and all common improvements, including, but not limited to, fences, roads, paths, drainage facilities and lighting belonging to the Association.
 6. **Authority to Maintain Surplus.** The Association shall not be obligated to spend in any particular time period all of the sums collected or received by it during such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the annual assessment in any future year.
 7. **Enforcement.** The Association, the Declarant, or its successor(s) shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens, charges now or hereafter imposed by this declaration. The failure of the Association, the Declarant or any owner in the Plat to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the

enforcement of any provision of this declaration shall be entitled to judgment for the reasonable attorney's fee and costs incurred in such litigation by such prevailing party. The Declarant's respective right to enforce shall terminate when that party no longer has an interest in the Plat.

H. General Provisions

1. **Protection of Mortgage or Deed of Trust Holder.** No violation or breach of any covenant, condition, reservation or restriction contained in this Declaration, or any supplemental thereto, and no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, Sheriff's sale or tax foreclosure sale shall take title to such Lot free and clear of any violations or breaches which have occurred on such Lot, or by the previous owner thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements hereto.
2. **Grantee's Acceptance.** The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, including the jurisdiction, rights and powers of Declarant, and any such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and to and with the grantee and subsequent owner of each of the Lots within the Plat, to keep, observe, comply with and perform all obligations set forth herein.
3. **Amendment to Declaration.** This Declaration may be amended by an instrument signed by Owners who own at least seventy-five percent (75%) of Lots within the Plat, such amendment shall take effect upon recording with the Skagit County Auditor.
4. **Severability.** In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.
5. **Paragraph Headings.** The paragraph headings in this Declaration are for convenience only and shall not be considered in construing the Declaration.

6. **No Waiver.** The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or any other provision herein.
7. **Lot 7's Exclusion from HOA & CCRs.** This lot located at 528 F and S Grade Rd (See exhibit A) will not be considered in any way restricted by or included in the terms and conditions within this declaration, except for the reservation of easements for utilities, stormwater and sewer. All maintenance and expenses for Lot 7 will be considered the current and future owner of Lot 7's whole responsibility, and the current and future owner of Lot 7 will owe no financial or maintenance responsibilities to this HOA or any of the other lots within the Plat. The HOA will in turn owe no financial or maintenance responsibility to Lot 7. This exclusion is intended that Lot 7 will only be required to follow codes and restrictions set forth by the city Sedro-Woolley.

