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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
TO PLAT OF SAN JUAN LOOKOUT
SKAGIT COUNTY, WASHINGTON

8108190028

Received for record at 1 Aug 19 1981 P# 212
at Skagit County by Perry Cooper, Inc.

THIS INSTRUMENT, dated this 14th day of August, 1981, and
executed by PERRY-COOPER, INC., as Owner, and CASCADE WEST PROPERTIES,
INC., as Developer, WITNESSETH:

WHEREAS, PERRY-COOPER is the owner and CASCADE WEST PROPERTIES,
INC., is the developer of certain real property in Skagit County, Wash-
ington, described on Exhibit "A", attached hereto and by this refer-
ence incorporated herein.

WHEREAS, the parties hereto stipulate, direct and agree that the
covenants, conditions and restrictions set forth herein will mutually
benefit the undersigned and future owners of said real estate, now
therefore,

IN CONSIDERATION of benefits derived hereunder, the undersigned
hereby declare that the real property described above, or divisions
thereof, shall be conveyed subject to the following covenants, condi-
tions, and restrictions, including all of the easements, reservations,
charges and liens provided for herein.

AREA PROTECTED

The residential area covenants immediately following shall apply
to the entire development known as SAN JUAN LOOKOUT, situated in Skagit
County, Washington, as more fully described above.

RESIDENTIAL AREA COVENANTS

1. Land Use and Building Type. No lots shall be used except for
residential purposes. No buildings shall be erected, altered, placed
or permitted to remain on any lot other than one detached, single-
family dwelling not to exceed two stories in height, a private garage
for not more than three cars and accessory buildings which may include
a private stable or barn incidental to the use and care of livestock.
No mobile homes shall be constructed, installed or located on any lot,
unless enclosed in a permanent structure and meeting the criteria set
by the Architectural Control Committee.

2. Architectural Control: No building shall be erected, placed or
altered on any lot until the construction plans and specifications and
a plan showing the location of the structure have been approved by an
architectural control committee established herein with respect to
quality of workmanship and materials, harmony of external design with
existing structures and as to location with respect to topography and
finished grade elevation.

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3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$ 50,000, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality, workmanship and materials substantially the same. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1300 square feet for a one story dwelling nor less than 900 feet for a dwelling of more than one story.

4. Building Location. No building shall be located on any lot nearer than 80 feet from the center of any street or road nor nearer than 50 feet from any interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. Easements: Easements for the installation and maintenance of drainage facilities are reserved as shown and specified on the recorded plat. Easements for utilities are reserved upon a seven foot wide strip parallel and adjacent to the street frontage of all lots. Within these easements, no structure, planning, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public utility or authority is responsible.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. Any building started shall be completed on the exterior within nine months from the date the construction starts.

8. Signs. No sign of any kind shall be displayed to the public view on any lot except one unilluminated sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales.

9. Oil and Mining Operations. No oil drilling or oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. Commercial Purposes. No trade, business or other commercial enterprise shall be conducted or operated on any lot or within any residence within SAN JUAN LOOKOUT except home occupations as defined by Skagit County Code.

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11. Animals and Livestock. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Livestock, including horses, cows and sheep, shall be permitted only on the condition that they be limited in number to a maximum of one animal to every one acre of land owned, that they be kept in a fenced area and that such use be for the private pleasure of the owner, incidental to a single family residence and not for any commercial purpose.

12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Land Near Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the centerline of any open water course except that clean fill may be placed near or provided that the natural water course is not altered blocked or impeded by such fill.

ARCHITECTURAL CONTROL COMMITTEE

1. Membership. The Architectural Control Committee shall be composed of THOMAS D. PERRY, KATHLEEN S. PERRY and W. KELLEY MOLDSTAD. The majority of the committee may designate a representative to act for it. In the event of death or the resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of 75% of the lots shall have the power through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

2. Procedure. A person desiring to erect, place or alter a structure on any lot shall submit the plans and specifications to the chairman of the architectural committee and furnish such additional information as may be requested by the chairman or any other member of the committee asking for such information concerning the proposed improvement. The committee shall then review the plans and specifications and express approval or disapproval. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee 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 completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The committee may, in its discretion, waive compliance with criteria for design and quality but may not impose additional or more restrictive requirements.

GENERAL PROVISIONS

1. Inclusion by Reference. Each lot owner or purchaser shall, by virtue of acquisition of an ownership interest in any lot or division

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within SAN JUAN LOOKOUT, automatically be a member of SAN JUAN LOOKOUT HOMEOWNERS' ASSOCIATION and thereby subject to the obligations, rules and procedures set forth in the Articles and Bylaws of said association and of the Waste Management Agreement applicable to the development, dated July 17, 1981, and to the easements, restrictions and obligations set forth in the plat of San Juan Lookout, Parcel Map 509-80, recorded in Book 5 of Short Plats at Page 103 under Auditor's file number 8107170015, records of Skagit County, Washington.

2. Term. The covenants, restrictions, easements, rights and encumbrances herein provided for shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from date of these covenants being recorded, after which time said covenants shall be automatically extended to successive periods of 10 years unless an instrument containing an agreement to change said covenants in whole or in part has been signed by a majority of the then owners of the lot and has been thereafter recorded.

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this 14 day of August, 1981, and all prior lien holders consent to and do hereby subordinate their existing liens to the above and foregoing covenants.

PERRY-COOPER, INC.

By Thomas D. Perry
THOMAS D. PERRY, President

CASCADE WEST PROPERTIES, INC.

By Thomas D. Perry
THOMAS D. PERRY, President

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STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

This is to certify that on this day personally appeared before me THOMAS D. PERRY, to me known to be the President of PERRY-COOPER, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said PERRY-COOPER, INC., for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 14 day of August 1981.



Thomas D. Perry
Notary Public in and for the
State of Washington, residing
at: 2945 So Tillicum Bch Camano Island, Wn

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

This is to certify that on this day personally appeared before me THOMAS D. PERRY, to me known to be the President of CASCADE WEST PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said CASCADE WEST PROPERTIES, INC., for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and the seal affixed is the corporate seal of said corporation.

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Thomas D. Perry
Notary Public in and for the
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Exhibit A

SHORT PLAT 509-80, APPROVED JULY 17, 1981, AND RECORDED IN
VOLUME 5 OF SHORT PLAT, PAGE 103, UNDER AUDITOR'S FILE NO.
8107170015. (BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION
26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W. M.)

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