

11  
13

9506290069

SKAGIT COUNTY KATHY HILL

**DECLARATION OF  
RESTRICTIVE COVENANTS AND CONDITIONS**

'95 JUN 29 P1:13

**HORIZON HEIGHTS DIVISION 3 AND 4**

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

Pacific Summit Construction, being the owner/developer of all lots, tracts and parcels of land situated within the boundaries of that certain subdivision known as Horizon Heights Division 3 and 4, consisting of lots numbered 1 to 38 for division 3 and 1 to 40 for division 4, make the following declaration of restrictions on said Horizon Heights, which is an addition to the City of Anacortes, Washington, according to the plat thereof in volume of plats 16, pages 60-61 records of Skagit County, Washington.

Said restrictive covenants shall hereafter become and be made a part of any conveyance of lots within the above described plat.

**ARTICLE 1**

**Definitions**

1. "DECLARANT" shall mean and refer to Pacific Summit Construction, its successors and or assigns, if such successors and or assigns should acquire for the purpose of development or construction all or substantially all of the properties owned by Pacific Summit Construction, in the plat of Horizon Heights, provided however, that no person or entity shall be considered to be the declarant for the purpose of development.
2. "DECLARATION" shall mean and refer to the declaration of restrictive covenants and conditions and restrictions applicable to the properties described herein.
3. "LOTS" shall mean and refer to any numbered plot of land shown upon the recorded subdivision plat of Horizon Heights.
4. "OWNERS" shall mean and refer to the owner of record of one or more persons or entities of a lot which is a part of Horizon Heights including contract purchasers, but excluding those having such interest merely as security for performance of an obligation.
5. "IMPROVEMENT" shall mean and refer to every building of any kind, including but not limited to fence, wall, driveway, swimming pool, storage shelter or other product of construction efforts on or in respect to the plat.
6. "PLAT" shall mean and refer to Horizon Heights.

9506290069

BK 1452 PG0343

## ARTICLE 2

### Proposed Park Area and Wetland Open Space

1. Both the wetland open space and park area are dedicated to the City of Anacortes.
2. The wetland open space and park area are not for access.
3. The wetland open space and park area are not to be used as a building site.
4. The wetland area is as shown on the face of the plat. The area within the wetland is to remain undisturbed. Plantings, dumping of debris or yard waste, grading or filling, any construction activity or any other activity that would disturb the wetland area is prohibited.

## ARTICLE 3

### Architectural Control Committee

1. There is hereby constituted a construction period architectural control committee (ACC). The declarant shall have the right to select the initial members of the ACC. The initial members shall be Ted Jennekens, Jr. and Ron Bair. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representatives or successors shall be entitled to compensation for services pursuant to this covenant. Upon the title transfer of the last house on the last lot in the plat, the then existing construction period, ACC automatically passes on the powers and duties of the committee to the then recorded owners of the plat. The construction period Architectural Control Committee then ceases to exist.
2. The committee approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after a complete set of plans and specifications have been properly submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. The plan submitted shall be a complete set of construction drawings including house elevations, square footage of living space and a plot plan showing relative elevations of lot corners, driveway, house location on lot, lot drainage and lot dimensions and setbacks and a complete set description of exterior building materials including roofing. The committee shall approve the quality of workmanship and materials, harmony of external design with existing structure.
3. This instrument may not be modified in any respect whatsoever or rescinded in whole or part, except with the consent of the majority of the parties or their successors or assigns,

duly executed and acknowledged by said parties and duly recorded in Skagit County, Washington.

4. 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 damage. All legal and court costs required for enforcement shall be paid by the person or persons found in violation of these covenants.

5. Invalidation of any one of the covenants by judgment or by court order shall in no way affect any of the other provisions which shall remain in full force and affect.

6. Any owner shall have the right to enforce by any proceeding at law or in equity all terms hereunder now and hereafter imposed and the prevailing party in litigation, in addition to any other sums which said party may recover shall be awarded reasonable attorney's fees, court costs and any expense of litigation.

#### ARTICLE 4

##### Lot Use, Dwelling Size and Quality

1. The lots shall be used for residential purposes and as dictated by the zoning and plat approval. Structures shall consist of a single family dwelling not to exceed two stories, and a private garage for not less than one car. Lots 36 thru 38 of division 3, and lots 18 thru 25 of division 4 shall have a height restriction of 18 feet for a single story home and 27 feet for a two story home.

2. The minimum allowable square footage of any residence in Horizon Heights, excluding open porches and garages shall be as follows:

- A. Ramblers - 1000 square feet.
- B. Two-story - 1200 square feet with a minimum of 700 square feet on the entry level.
- C. Tri-levels - 1200 square feet.
- D. The ACC may approve or disapprove applications submitted for changes in minimum square footage.

3. Roofing materials shall be cedar shakes, brown or gray tile, or a textured composition.

4. All driveways and walkways shall be concrete.

5. No building shall be located on any lot nearer to the front, rear or side lot lines than is permitted by the City of Anacortes ordinances. Lots 36 thru 38 of division 3, and lots 18 thru 25 of division 4 shall have a rear yard setback of 40 feet for a single story home and 55 feet for a two story home.

**9506290069**

**BK | 452 PG 0345**

6. No mobile or modular homes will be permitted in this subdivision.
7. Any dwelling or structure erected or placed on any lot in this subdivision shall be by a licensed contractor and be completed as to external appearance including finish painting within six (6) months from the start of construction, unless upon their review of a written request for an extension of time, the ACC grants such an extension.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material 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. The easement 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 authority or utility company is responsible.
9. Front yard landscaping design shall be submitted to the builder with plans to the ACC for approval. Landscaping per approved plans shall be completed at the time of final inspection of the construction.
10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet for advertising the property for sale or lease, and signs used by a builder or the declarant and/or their agents to advertise the property during the initial construction and sale periods.
11. No individual water supply system shall be permitted on any lot.
12. No individual sewer disposal system shall be permitted on any lot.
13. No fence, wall, hedge or mass planting over three feet in height shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which shall not extend more than two feet above the upper grade at the rear side of the property. No fence, wall or hedge shall at any time where permitted, extend higher than six (6) feet above the ground.
14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.
15. Boats, boat trailers, travel trailers, non-motorized campers and other such vehicles must be sight screened and stored behind primary structures unless variances are granted by the ACC. Such sight screening shall be opaque fencing and/or opaque mass planting which is five (5) feet high. No vehicles, inoperative for reason of mechanical failure, shall be parked and/or stored on any subject lot or in the street right of way for any period in excess of 48 hours. No vehicles shall be parked in the street right of way for any period in excess of 48 hours.

**9505290069**

**BK 1452 PG0346**

16. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance.

17. No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be erected or placed on any lot at any time as a residence either temporarily or permanently. This shall not be deemed to prohibit any person authorized to build a residence or other permitted structure on the lot from placing a trailer on the lot for construction purposes during the period of construction, but in no event for longer than a sixty (60) day period.

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

19. No trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade, service or business be kept or stored on any lot without prior written approval from the ACC, excepting the right of any home builder and the declarant to construct and sell residences, to store construction equipment and materials on said lots in the normal course of construction and to use any single family residence as a sales office or model home for purposes of sale in Horizon Heights.

20. It shall be incumbent upon each builder to maintain a clean and orderly construction site during the normal course of construction and to clear any debris, excess materials and equipment from said lot and near the street.

21. Each owner shall, at the expense of the owner, keep the interior and exterior of the structure on the owners lot, as well as the lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping and maintenance at any time necessary to maintain the appearance and condition of the structure and lot.

22. No television or radio aerial shall be erected or placed on any lot. No rotary beams, separate towers or other similar devices shall be constructed on any lot without the written approval of the board. Satellite receiving dishes or other such electronic receiving devices shall not be located on any lot in a location that is visible from the adjoining homes, streets and roadways. All aerial and satellite dish installations must receive prior written approval from the board.

23. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from streets and roadways. No lot or portion thereof shall be used as a dumping

ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or construction shall not be dumped onto adjoining lots, streets or roadways. Compost piles may be kept upon the lots provided they are kept in a clean, neat, odorless and sanitary condition.

24. Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes and lights by lot owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired and restored to like new condition by such owner within twelve (12) days from the occurrence of such damage.

25. Planter areas between the sidewalk and the street are the responsibility of the owner who's property it fronts. Maintenance includes but is not limited to keeping the area free of weeds, clear of debris, the lawn mowed and water along with any shrubs or trees and generally keeping the area in a neat appearance.

## ARTICLE 5

### Amendments

1. The provisions for "Restrictive Covenants" hereof may be amended, changed, revoked or terminated in whole or in part by the declarant or by petition signed by fifty-one percent (51%) of the lot owners of Horizon Heights, with thirty (30) days written notice to all owners of said plat.

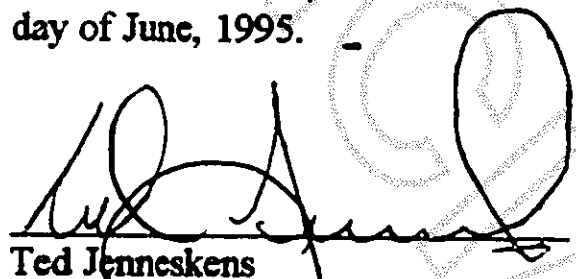
## ARTICLE 6

### Term

1. The "restrictive Covenants" contained herein are intended to and do run with the land and shall be binding on all parties and all persons owning or occupying lots in Horizon Heights for a period of thirty (30) years from the date these covenants are recorded, after time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument signed by the majority of the then recorded owners of all lots has been recorded, agreeing to change said covenants whole or part.

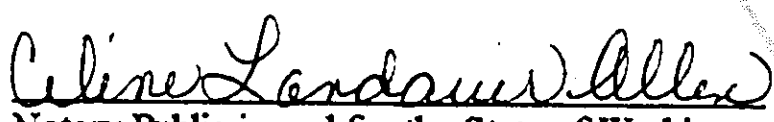
2. Any party or person owning real estate situated in Horizon Heights division 3 and 4 shall have the right to enforce these covenants by prosecuting any proceeding at law or in equity against the person or persons violating any of these covenants, either seeking to restrain such violation or to recover damages for such violation, or both.

In witness whereof, the record owner has caused these present to be signed this 22 day of June, 1995.

  
Ted Jennekens  
Pacific Summit Construction, Inc.

State of Washington  
County of King

On this day personally appeared before me Ted Jennekens, described in and who executed the within and foregoing instrument, and that they signed the same as their free and voluntary act and deed, for the uses and purposes there mentioned. Given under my hand and official seal this 22<sup>nd</sup> day of June, 1995

  
Notary Public in and for the State of Washington, residing in  
Mount Vernon

My commission expires 11-25-95

