



KATHY HILL
SKAGIT COUNTY AUDITOR

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WHEN RECORDED RETURN TO: **9902120076**

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

RECORDED _____ FILED _____
REQUEST OF _____

ISLAND TITLE COMPANY
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CHANNEL VIEW ESTATES

A2000

ACCOMMODATION RECORDING

GRANTORS: BRANKO JURKOVICH and MARIA I. JURKOVICH,
husband and wife
PAOLO V. JURKOVICH and CHRISTIE E. JURKOVICH,
husband and wife

GRANTEES: THE PUBLIC

LEGAL DESCRIPTION:

PARCEL A: All of Block 506, NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington;

EXCEPT the South 34 feet;

TOGETHER WITH the South 34 feet of West 3rd Street vacated under Ordinance No. 2417 as would attach by the operation of law.

PARCEL B: All of Block 507, NORTHERN PACIFIC ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 9 through 11, records of Skagit County, Washington;

Situated in Skagit County, Washington.

TAX PARCEL NO(S). 3809-507-022-0005, P58430
3809-506-000-0003, P58425
3809-506-003-000, P99731
3809-507-011-0008, P58429

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - 1

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THIS DECLARATION ("Declaration") made on the date hereinafter set forth, by the undersigned, collectively referred to as "Declarant":

RECITALS

WHEREAS the individuals comprising Declarant, between them, are the owners of the real property described above which is to be known as "Channel View Estates"; and

WHEREAS, Declarant desires to hereby subject the Channel View Estates Property to this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the property, and all lots contained in said property, shall be held, sold, and conveyed subject to the easements, restrictions, covenants, and conditions hereinafter set forth. These easements, restrictions, covenants, and conditions are intended to protect the value and desirability of the aforesaid real property and shall run with and bind the property.

I. DEFINITIONS

1.1 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract purchaser. Declarant shall be considered the Owner of all Lots which it has not yet sold, or which it re-acquires.

1.2 "Person" shall mean an individual, corporation, partnership, association, trustee, or other legal entity.

1.3 "Property" shall mean the real property described above, including all improvements and structures now or hereafter placed on the land, which shall be known as "Channel View Estates".

1.4 "Plat" shall mean the recorded plat of the property comprising Channel View Estates and any amendments or corrections thereto subsequently recorded.

1.5 "Lot" shall mean any one of the 18 lots numbered lots 1 through 18, together with the Structures and Improvements thereon.

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1.6 "Structure" shall mean any building, fence, wall, patio, swimming pool or the like.

1.7 "Construction" shall mean any construction, reconstruction, erection or alteration of a Structure, except wholly interior alterations to a then existing Structure.

II. CONSTRUCTION ON LOTS

2.1 Minimum Size. Any single family private dwelling house erected as a one-level home shall have a minimum of 1600 square feet; and any two-level home shall have a minimum of 2000 square feet of floor area. These square footages shall exclude garages, covered walks, open porches, lanais, and decks.

2.2 General Height Restrictions. No structures, trees, or plants on Lots 1 through 9 shall exceed 16 feet in height from the highest point on the curb. With regard to trees and plants, the owners shall at their own expense, prune and/or cut the same so that they do not exceed said height restriction. The height restrictions for Lots 10 through 18 shall be the same as those provided by the applicable zoning laws of the City of Anacortes.

2.3 Fences. All fences shall be constructed in a good and workman-like manner of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of any adjacent Structures. Chain link fences are prohibited except for dog runs.

2.4 Driveways. All driveways shall be surfaced with either concrete or concrete-type materials, and shall be completed within the same time frame applicable to building construction.

III. LAND USE RESTRICTIONS

3.1 Regulations. Each Owner shall comply with all laws, regulations, ordinances, and orders of competent public authorities applicable to Channel View Estates. Each Owner shall also comply with all of the terms and conditions of the plat, building permits, and all other permits and approvals given by public authorities for their building site.

3.2 Residential Use. The property is intended for, and restricted to, use as single family residences only.

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3.3 Maintenance of Building and Lots. Each Owner shall, at the Owner's sole expense, keep the interior and exterior of any Structures on the Lot, as well as the Lot, in a clean and sanitary condition, and in good order, condition and repair. The landscaping shall be maintained to the curb on the edge of the street.

3.4 Completion of Construction. Any Structure erected or placed on any Lot shall be completed as to external appearance within twelve (12) months from the date Construction is started. All Lots shall be maintained in a neat and orderly condition during Construction.

3.5 Parking. No trucks, campers, trailers, boats, motorcycles or other vehicle or any part thereof shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage or in the rear yard area and screened from sight. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked.

3.6 Signs. No sign or any kind shall be displayed to the public view on any Lot except for: one sign of not more than 4 square feet advertising a Lot for sale or rent provided however, the same shall be in compliance with the City of Anacortes Sign Ordinance as the same may be amended from time to time.

3.7 Drainage. No drainage water on any Lot shall be diverted or blocked from its natural course so as to discharge onto another Lot or the street. Each Owner shall install a culvert in the street when they build their driveway.

3.8 Sewage. No individual sewage disposal system shall be permitted on any Lot.

3.9 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept; provided however, that dogs, cats, or other conventional household pets may be kept if they are not kept, bred or maintained for any commercial purposes. No domestic pet may be kept if it is a source of annoyance or a nuisance, particularly barking dogs. Any barking of a repetitious, habitual, or consistent nature shall be considered a nuisance and shall not be allowed. Pets shall be attended at all times and when not confined to the owner's lot, pets must be accompanied by a responsible person.

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3.10 Offensive Activity. No trade, craft, business profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries, or church schools, shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith, be kept, parked, stored, dismantled or repaired outside of any Lot or any street with the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.11 Setbacks. All homes or other structures built upon the Lots shall be set back from all Lot lines in accordance with the applicable City of Anacortes zoning requirements. Lot Owners may not top, prune, or remove any trees within the setback areas or do any grading within the setback areas except to provide an access roadway to a dwelling unit, construct fences, clean up debris (i.e., stumps, dead trees, brush piles, etc.), or as otherwise expressly provided for herein.

3.12 Encroachment. No buildings or permanent structures of any kind, including eaves, steps and open porches shall be permitted to encroach upon any other Lot.

3.13 Underground Utilities. All utility lines located outside a dwelling unit shall be in conduits attached to such units or underground.

3.14 Damage. Any damage to streets, plat improvements, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.15 Mailboxes. All mailboxes must be of a standard accepted by the U.S. Postal Authorities and must be located in those areas so designed by the U.S. Postal Department.

3.16 Temporary Structures. No Structure of a temporary character, trailer, tent, shack, garage, barn, or other out-building shall be installed, placed, or used on any Lot as a residence, either temporarily or permanently.

3.17 Clothes Lines. No washing, rugs, clothing apparel, or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.18 Trash Containers and Debris. All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any 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 or streets or roadways. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

3.19 Rental/Leasing. Structures on the Lots may be used as rentals for time periods of not less than one month and each lease or rental agreement shall be in writing, and by its terms shall provide that the Lot is subject to the terms and provisions of this declaration and that failure to comply with said terms shall be deemed to be a default in the lease.

3.20 Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any lot.

3.21 Antennas/Satellite Dishes. No exposed or exterior radio or television transmission or receiving antennas (excluding satellite dishes 18" in diameter or smaller) shall be erected, placed or maintained on any lot.

3.22 Compliance with Laws. Notwithstanding anything to the contrary set forth herein, each Owner shall comply with the more restrictive of either (i) the terms and conditions of this Declaration, (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction, or (iii) the conditions on the Plat.


IV. EASEMENTS

4.1 Easements for Utilities and Drainage. Declarant does hereby establish, create and reserve for the benefit of itself, and all Owners, and their respective heirs and assigns, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems, and electrical, gas, telephone, water and sewer lines over: a seven (7) foot wide strip measured

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from and parallel to the front line of each Lot and a five (5) foot wide strip along each side Lot line. No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grow upon the area subject to the Utilities and Drainage Easement which might in any way damage or interfere with the installation and operation of such utilities and systems. Each person utilizing the Utilities and Drainage Easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of operation and maintenance of said utilities and systems.

V. DURATION

The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the owners of not less than 12 lots has been recorded agreeing to terminate or modify and amend the covenants, conditions and restrictions.

VI. SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

VII. ENFORCEMENT

Any lot owner, or lots owners acting with other lot owners, may institute legal action (including but not limited to actions at law or equity) to enforce the terms and provisions of this declaration. In that event, the prevailing party shall be entitled to their reasonable attorney's fees and costs, including those on appeal, if applicable. No delay or omission in exercising any rights, power or remedy herein provided shall be construed as a waiver thereof.

VIII. EFFECTIVE DATE

This Declaration shall take effect upon recording with the Skagit County Auditor.

DATED this 11th day of February, 1999

DECLARANT:

By *Branko Jurkovich*
BRANKO JURKOVICH

Maria I. Jurkovich
MARIA I. JURKOVICH

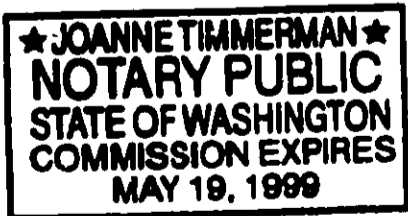
Paolo V. Jurkovich
PAOLO V. JURKOVICH

Christie E. Jurkovich
CHRISTIE E. JURKOVICH

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me BRANKO JURKOVICH and MARIA I. JURKOVICH, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of Feb., 1999.



Joanne Timmerman
Notary Public in and for the
State of Washington, residing at
Anacortes
My appointment expires: 5/19/99:
Joanne Timmerman
(Printed Name)

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STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day personally appeared before me PAOLO V. JURKOVICH and CHRISTIE E. JURKOVICH to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1th day of Feb., 1999.

★ JOANNE TIMMERMAN ★
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 19, 1999

Joanne Timmerman
Notary Public in and for the State
of Washington, residing at

Anacortes
My appointment expires: 5/19/99:
Joanne Timmerman
Printed Name

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