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Kathy Hill, Skagit County Auditor
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AFTER RECORDING RETURN TO:

Marion J. Larkin
22457 Cedardale Road
Mount Vernon, WA 98274

Document Title:	Declaration of Covenants, Conditions and Restricts
Grantor/Grantee	Marion J. Larkin
Legal Description:	Lots 2, 3 and 4, Short Plat No 97-0041 Recorded under Skagit County Auditor's File #19908130025 on August 13, 1999.
Tax Acct. Nos	P115738/330429-1-002-0300, P99751/330429-1-002-0100, P115739/330429-1-003-0700, P99752/330429-1-003-0500

DECLARATION OF EASEMENT AND RESTRICTIVE COVENANTS

THIS DECLARATION is made by Marion J. Larkin, a married man as his separate estate, hereafter referred to as "Declarant", as follows:

RECITALS:

WHEREAS, Declarant is owner of Lots 2, 3 and Lot 4 of the real property more particularly described as Lot 2, Lot 3 and Lot 4, Short Plat No. 97-0041 in a Portion of the NE ¼ and NW1/4 of Section 29, T33N, R4E, and a Portion of the NW1/4 of Section 28, T33N, R4E, W.M. Recorded under Skagit County Auditor's File #199908130025 and referred to herein as the "Property".

WHEREAS, Declarant desires to subject Lots 2, 3 and Lot 4 of the Property to the provisions of this Declaration to create a residential community of single-family housing in a highly desirable scenic and secluded area;

AND WHEREAS, it is the purpose of these covenants that the present natural beauty and view, the natural growth and native setting and surroundings be protected insofar as is possible in connection with the uses and structures permitted by this instrument; and

NOW THEREFORE, Declarant hereby declares that the real property, Lots 2, 3 and Lot 4 of the Property, including the improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements hereinafter set forth, which are for the purpose of protecting the value and desirability of the Property, and which shall be binding on all persons having any right, title, or interest in all or any portion of the Property now or hereafter, their respective heirs, legal representative, successors, succesors-in-title, and assigns and shall inure to the benefit

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of each and every owner of all or any portion thereof, as follows:

USE RESTRICTIONS AND RULES:

1. **Land Use.** The Property shall be used only for single-family residences and accessory uses, home occupation approved by Skagit County Regulators, except for tracts or parcels specifically designed on the survey plat for roads, trails, utilities, greenbelts, and open spaces, which are restricted to those uses.
2. **Architectural Control.** No permanent building, structure, or fence shall be placed or erected upon the Property, tract or parcel of said property which does not conform to the Skagit County Building Code and the Uniform Building Code, and the State of Washington Electrical Code. The work of construction of all buildings and structures shall be prosecuted diligently and continuously so that not more than one-year elapses from commencement to completion of exteriors, including painting or other suitable finish. All buildings or structures shall be new construction.
3. **Building Restrictions.** All buildings and structures shall be of wood, stone, brick, nonreflective glass, concrete or like material in earth tones so as to blend with the surrounding environment. shall not exceed a height that would intersect the line of horizon extended from the floor level of the Great Room of the residence existing on Lot 3 and extending to the Eastern Shore of Skagit Bay at ordinary high tide.
4. **Exterior Color Plan.** The exterior color plan consisting of color of the roof, exterior walls, shutters, trims, ect, shall be consistent with the homes in the surrounding areas and the color plan shall conform to the natural color scheme of the Property.
5. **Roofs.** The composition of all roofs shall be tile, cedar shake, shingle, slate or concrete construction.
6. **Garages.** No carports will be permitted except as may join attached garage structures with the main residence by a common roof.
7. **Dwelling Quality.** Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure. The use of fronts materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing is required.
8. **Landscaping.** Grounds surrounding the main residence shall be landscaped and maintained in a groomed, mowed and well maintained condition.
9. **Building Size Limitation.** No dwelling shall be permitted on any Lot wherein the ground floor area of the main structure shall be less than 1,800 square feet, exclusive of decks, terraces, garages and carports.
10. **View Easement.** The height of improvements, vegetation and trees on any Lot shall not materially impair or restrict the view of other Lot owners.
11. **Temporary Structures.** No Quonset hut, mobile home, modular home, or any temporary structure of any nature shall be placed or used upon the Property. Provided however, such a structure may be

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used as a construction shed during the actual period of construction of a permanent dwelling.

12. Habitation of Temporary Structures. No structure of a temporary character, basement, tent, shack, garage, or any other outbuildings shall be used on any Lot at any time as a dwelling.

13. Signs. No sign of any kind shall be placed upon any Lot, tract or parcel, excepting temporary "For Sale" or "For Rent" signs, which may not exceed two square feet in area.

14. Fences. No fence, wall or hedge shall be created, located, planted or maintained upon any Lot in a manner which would unreasonably obstruct the view from any other Lot or Lots.

15. Exterior Lighting - Lighting of driveways, walkways, decks, porches, ect shall be of low intensity and shielded. No exterior lighting of any sort which is visible from any street or from any other Lot of the Property shall be permitted.

16. Fuel Tanks. No fuel tank shall be maintained above ground unless properly screened from view from the street or adjoining properties.

17. Outside Fires. Outside fires may be built and maintained only as permitted by governing authorities of Skagit County and the State of Washington.

18. Refuse Waste. No Lot shall be used or maintained as a dumping ground for rubbish, waste or fill of any kind. Trash, garbage, or other waste shall be kept 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. Burning shall be conducted only under conditions, which preclude smoke or fumes from the burning of waste traveling to other properties.

19. Clotheslines, Garbage Cans, Woodpiles, Ect All clotheslines, garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from the view of neighboring Lots, streets, and property located adjacent to the Lot.

20. Nuisances. Noxious or offensive activity shall not be carried on upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

21. Use of Firearms and Explosive. The use of explosives is prohibited, except as required for construction purposes on the property. The use of firearms and hunting on the Property, except for defense of person and/or property as granted in the Second Amendment to the Constitution of the United States, is prohibited. The right to keep and bear arms shall not be abridged.

22. Unkept Lots. Owners of Lots or their agents shall cause the Lots be kept in a neat and orderly fashion. No noxious weeds shall be permitted to grow upon any of said Lots or tracts. Good neighbors will maintain their grounds in a manner, which gives pride to the Owner, neighbors and the neighborhood. Remedy and redress under this article shall be obtained through legal channels following written notice to the offending property owner by a majority of the other property owners of the Property. The offending property owner shall have 30 days to effect remedy before further action.

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23. Residential Use Only. No commercial venture or business shall not be conducted on any Lot nor shall any Lot be used for any commercial purpose. Provided however, home business may be allowed if permitted by Skagit County through Special Use Permit or other legal process which allows public testimony prior to granting of the permit.

24. Satellite Dishes. Satellite dishes and similar non-roof top antennae for television/communications shall be screened with appropriate materials so they are not in view or visible from any street or any neighboring Lot.

25. Prohibition against Storage. If stored for more than 24 hours, the following shall be garaged or screened with appropriate materials so they are not in view or visible from any neighboring Lots, street and/or property adjacent to the Lot: Trailers, truck campers, boats, boat trailers, snowmobiles or other recreational vehicles.

26. Animals and Pets. The Property is in a rural, open space, agricultural setting. No animals, livestock or poultry of any kind may be raised, bred, kept, permitted, or maintained for any commercial purpose. Provided however, dogs, cats, mules and horses, cattle or other usual, common household pets are allowed. Any household pet allowed shall be kept in a reasonable manner such as not to constitute a nuisance or health hazard to the surrounding Lot owners. Household pets shall at all times, whenever they are outside the owner's Lot, be confined on a leash. Cattle, horses and other farm animals shall be limited in number to no more than one (1) animal per acre of pastureland on any one lot. Any animal allowed which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of any other Lots, or the owner of any property located adjacent to the Property may be removed.

27. Barns and detached buildings. Buildings separate from the main residential structure shall be constructed, trimmed, and finished with materials which make them harmonious with the main residence as well as the surrounding community. Design and construction shall be consistent with the quality and style of the main residence of each Lot.

28. Construction of Improvements Within Road Right of Ways. Right-of-Way for public roads within the Larkin Property, Trophy Lane, is sixty (60) feet in width (30 feet in distance from the centerline of said road right-of-way). All abutting lot owners shall covenant and agree to maintain the vegetation within said right-of-way at a height of not more than 24 inches so as to maintain adequate sight distance with respect to said right-of-way. In the event an abutting property shall fail to maintain or control vegetation at the aforesaid height, then the other property owners, by majority action of the group, shall give written notice to the offending property owner who shall have thirty (30) days from notice to remedy and come into compliance with this section.

29. Construction of Improvements Within Road Right of Way. No lot owner shall construct or make any above ground improvements within 21 feet of the centerline of any street right-of-way excepting receptacles for newspapers and mail.

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GENERAL PROVISIONS:

1. **Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end, the provisions of the Declaration are declared to be severable.

2. **Binding Effect.** In all respects, the provisions of the Declaration shall be construed and interpreted as covenants which run with and are appurtenant to the land of the Larkin Property as described, and shall be binding upon and inure to the benefit of their heirs, assigns, successors and personal representatives of the parties hereto.

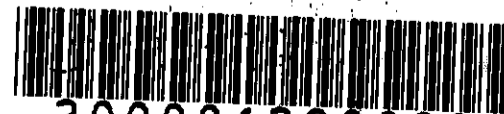
3. **No Waiver.** Failure to enforce any provision of this document shall not operate as a waiver of any such provision.

4. **Entire Agreement.** This Declaration contains all representations and is the entire understanding hereto with respect to the subject matter hereof.

5. **Enforcement.** If any lot owner subject to this declaration, or their heirs and assigns, or any person or persons, firm or corporation deriving title from or through them, shall violate or attempt to violate any of the covenants, conditions and restrictions herein, it shall be lawful for any other person or persons, firm or corporation owning any interest in the lots situated within the bounds of the Property to prosecute and proceed at law or in equity against such person or persons, firm or corporation, violating or attempting to violate said covenants and restrictions, or any of them and either to prevent them or him from so doing or to recover damages for such violation, notwithstanding the fact that such errant lot owner may no longer hold title to a lot in the Property. The covenants, restrictions and conditions contained in this declaration or any supplemental declaration shall be enforceable by proceeding for prohibitive or mandatory injunction. Damages shall not be deemed an adequate remedy for breach or violation, but, in an appropriate case, punitive damages may be awarded. In any action to enforce any such covenant, restriction or condition, the prevailing party or parties in the action shall be awarded costs, including reasonable attorney fees.

6. **Grantee's Acceptance.** The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these declarations and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by 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 grantees and subsequent owners of each of the lots subject to this Declaration, to keep, observe, comply with and perform said declarations and agreements. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership and occupancy

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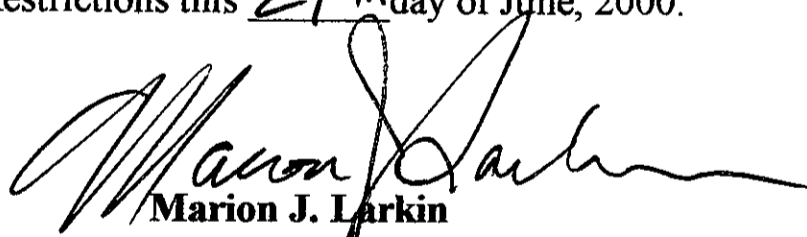
attendant to such lot, including but not limited to its proximity to any recreational facilities, and public paths, streams or other water course.

7. **Amendments.** This Declaration shall run with the land, and shall inure to the benefit of the owner of any lot subject to this Declaration, including the Declarant, their respective legal representative, heirs, successors and assigns and such other individuals or entities names in these covenants, conditions and restrictions, for a term of thirty (30) years from the date this Declaration is recorded with the Auditor for Skagit County, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument amending, altering or terminating the easements, covenants, conditions and restrictions, in whole or in part, signed by not less than one hundred percent (100%) of the owners of the lots in the Property shall have been filed with the Skagit County Auditor. In this paragraph the word "owner" shall mean any person, firm, corporation holding either fee title or a vendee's interest under a real estate contract as shown by the records of Skagit County, Washington, to the exclusion of any lesser interest.

8. **Attorney's Fees.** In the event any party hereto shall find it necessary to contract an attorney in order to enforce his rights under the terms and conditions of the Declaration, the prevailing party in said dispute shall be entitled to his reasonable attorney's fees whether or not a suit is filed, and in the event an appeal is taken from the decision of the trial court in any suit commenced hereunder, the prevailing party shall be entitled to recovery of costs and reasonable attorney's fees incurred on appeal.

9. **Notices.** All notices or demands to be given by each party to the other under this agreement shall be served by United States mails, postage prepaid, by certified or registered mail, return receipt requested. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

In Witness whereof, the Declarant has executed this Declaration of Covenants, Conditions, and Restrictions this 29th day of June, 2000.


Marion J. Larkin
Declarant

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUN 29 2000

Amount Paid \$ 0
Skagit Co. Treasurer
By  Deputy

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STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

On this 29th day of June 2000, before me personally appeared Marion J. Larkin to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

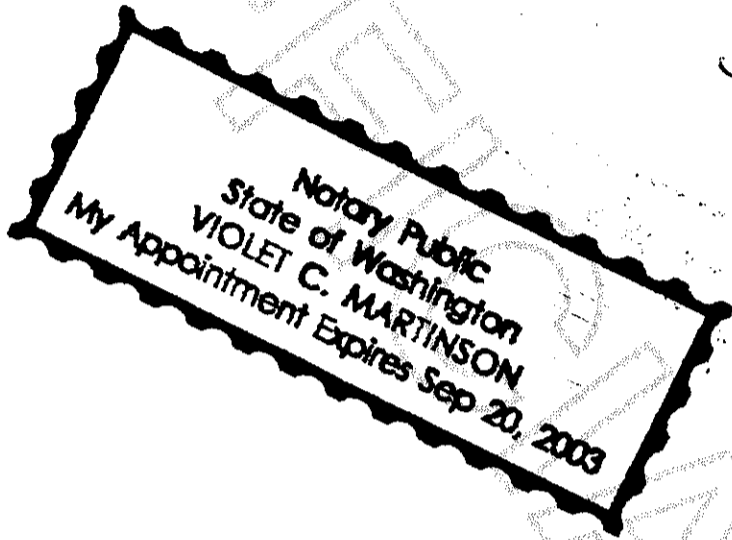
GIVEN under my hand and official seal

This 29th day of June 2000.

Violet C. Martinson

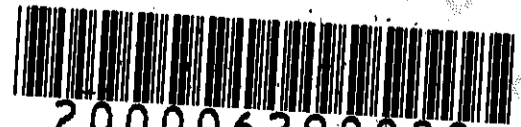
Notary Public in and for the State of Washington

My Appointment Expires: 9/20/03



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