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RETURN DOCUMENT TO:

JAMES A. WYNSTRA, ATTORNEY  
PO BOX 409  
LYNDEN, WA 98264-0409

DOCUMENT TITLE(S): **MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR SKAGIT ORCHARDS**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional reference numbers found on page \_\_\_\_\_ of document.

**ACCOMMODATION RECORDING**

GRANTOR(S):

**ISLAND TITLE CO.**

**WINDWARD CONSULTING, L.L.C.**

Additional grantors found on page \_\_\_\_\_ of document.

GRANTEE(S):

**THE PUBLIC**

Additional grantees found on page \_\_\_\_\_ of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range).

**Lots 1 through 40, Plat of Skagit Orchards**

Additional legal can be found on page 1 of document.

LEGAL DESCRIPTION: **LOTS 1 THROUGH 40 OF SKAGIT ORCHARDS, ACCORDING TO  
THE PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200109240161, RECORDS  
OF SKAGIT COUNTY, WASHINGTON,**

**SITUATED IN SKAGIT COUNTY, WASHINGTON**

ASSESSOR'S PARCEL NUMBER:

- 4781-000-001-0000 4781-000-012-0000 4781-000-023-0000 4781-000-034-0000
- 4781-000-002-0000 4781-000-013-0000 4781-000-024-0000 4781-000-035-0000
- 4781-000-003-0000 4781-000-014-0000 4781-000-025-0000 4781-000-036-0000
- 4781-000-004-0000 4781-000-015-0000 4781-000-026-0000 4781-000-037-0000
- 4781-000-005-0000 4781-000-016-0000 4781-000-027-0000 4781-000-038-0000
- 4781-000-006-0000 4781-000-017-0000 4781-000-028-0000 4781-000-039-0000
- 4781-000-007-0000 4781-000-018-0000 4781-000-029-0000 4781-000-040-0000
- 4781-000-008-0000 4781-000-019-0000 4781-000-030-0000
- 4781-000-009-0000 4781-000-020-0000 4781-000-031-0000
- 4781-000-010-0000 4781-000-021-0000 4781-000-032-0000
- 4781-000-011-0000 4781-000-022-0000 4781-000-033-0000

MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS  
AND RESERVATIONS FOR  
  
**SKAGIT ORCHARDS**

This Master Declaration of Covenants, Conditions, Restrictions and Reservations for SKAGIT ORCHARDS, a Residential Development, situate in the City of Mount Vernon, Skagit County, Washington, (hereinafter referred to as the "Declaration") is made this 6 day of March, 2002 by WINDWARD CONSULTING, L.L.C., a Washington limited liability company, which declares that the real property hereinafter described is and shall be subject to these covenants, conditions, restrictions and reservations, licenses, easements, and charges and liens hereinafter set forth which are established for purpose of protecting the value and desirability of the real property.

**ARTICLE I**  
*Interpretation*

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential development on the property hereinafter described.

1.2 Covenant Running with the Land. It is intended that this Declaration shall be operative as a set of covenants running with the land or equitable servitudes which shall be binding on the Declarant, its successors and assigns, and all subsequent owners of the property together with their grantees, heirs, successors, executors, administrators, devisees or assigns all in the manner hereinafter set forth.


1.3 Definitions.

1.3.1 "Declarant". The Declarant is WINDWARD CONSULTING, L.L.C. a Washington limited liability company, which currently has its principal office at 506 W. Grover Street, Lynden, WA 98264.

1.3.2 "Property" shall mean the real property described on Exhibit A which is annexed hereto and by this reference incorporated herein together with such additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

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1.3.3 "Lot" shall mean and refer to any numerically designated plot of land shown on any present or future subdivision map of the property.

1.3.4 "Parcel" shall mean a record Lot within the Property.

1.3.5 "Owner" shall mean and refer to the record Owner whether one or more persons or entities of fee simple title to any Lot which is a part of the Property including a contract buyer but excluding those having an interest merely as security for the performance of an obligation.

## ARTICLE II *Property*

2.1 Property. Property which is currently subject to this Declaration is more fully described on Exhibit A which is annexed hereto and by this reference incorporated herein.

## ARTICLE III *Design Review Board*

3.1 Establishment. A Design Review Board is hereby established for SKAGIT ORCHARDS. The purpose of the Design Review Board is to review all building and landscape plans prior to commencement of construction on any Lot in SKAGIT ORCHARDS. The Design Review Board shall be primarily interested in architecturally sound, harmonious and aesthetically pleasing design for the development so that property values may be promoted and protected.

3.2 Members. The initial members of the Design Review Board are RICHARD VANDENBERG and JAMES A. WYNSTRA and TIM VANDER MEULEN. In the event of the resignation of any of these members the Declarant shall have the right to appoint a replacement so that three members are on the Design Review Board at all times. The Declarant, at any time in their discretion but in any event not later than sixty (60) days after the sale of the last lot or parcel owned by the Declarant, shall resign and transfer Design Review Board responsibilities to three-lot lot owners designated by Declarant. Thereafter Board Members shall be elected by a majority of lot owners. The Design Review Board may be increased to five members in the discretion of the Declarant and after transfer to the Design Review Board, then in the discretion of a majority of lot owners.

3.3 General Duties. To preserve the architectural and aesthetic appearance of the development to very high standard, no buildings shall be erected or remodeled on any

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parcel nor shall any landscape be installed on any parcel until the construction plans and specifications and the structure's location on the parcel and any landscape plans have been evaluated and approved by the Design Review Board which shall evaluate the plans. Modifications of exterior structure including but not limited to doors, window and siding, exterior paint, porches, railings, sidewalk and landscape shall require approval of the Design Review Board prior to any such changes being made. Any plans submitted to the Design Review Board shall be accompanied by payment of a \$25.00 review fee. The plans will be evaluated for quality of specified workmanship and materials, harmony of design with existing and anticipated structures and appropriate placement with regard to topography and finished grade elevation. No ancillary structure, fence or barrier shall be built on any parcel unless similarly approved. If the Design Review Board does not approve or disapprove in writing of any proposed plans and specifications within thirty (30) days after such plans and specifications have been submitted, such plans and specifications will be deemed to have been expressly approved. Refusal to approve any plans or specifications may be based by the Design Review Board upon any grounds which are consistent with the purposes stated hereinabove including truly aesthetic considerations so long as such grounds are not arbitrary or capricious.

3.4 Restrictions and Guidelines. In making their evaluation the Design Review Board shall have regard for the general restrictions set forth in Article IV hereinafter. The Declarant may apply additional specific restrictions as to certain areas within SKAGIT ORCHARDS by a separate filing. If there is such a filing then those guidelines along with those set forth herein shall guide the Design Review Board in making their determinations.

#### ARTICLE IV

##### *General Restrictions and Requirements*

4.1 General Restrictions and Requirements. The following general restrictions and requirements shall apply to any parcel in SKAGIT ORCHARDS:

4.1.1 Residential Use. SKAGIT ORCHARDS is a residential development generally intended for residential use. Lot Owners acquiring parcels in SKAGIT ORCHARDS acknowledge the intention of the Declarant to develop a project of craftsman residential uses. Parcel Owners acquiring a parcel in SKAGIT ORCHARDS agree not to later object to the plan of development of the Declarant with respect to the property.

4.1.2 No Temporary Buildings. No tents, trailers, commercial vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any parcel without the written consent of the Design Review Board. The

Declarant reserves the right to maintain one or more temporary sales and construction offices on the premises until all lots are sold. The restrictions in this paragraph shall exclude the temporary recreational use of tents in the rear yard of lots.

4.1.3 Antennae; Basketball Hoops. No Property Owner other than the Declarant or the Design Review Board shall maintain any aerial, antenna or any satellite dish upon any parcel except the smaller type not to exceed 24" in diameter and then only in a place approved by the Design Review Board. Basketball hoops are allowed.

4.1.4 Rules Regarding Vehicles, Boats and Recreational Vehicles on Lots. No inoperative vehicles, boats or recreational vehicles may be kept on any parcel except within a building totally isolated from public view provided that operational boats and recreational vehicles may be kept in driveways for not more than three (3) consecutive days (after which a minimum break of seven (7) days shall be required). Operational boats and recreational vehicles may be kept and stored in rear driveways or parking areas provided that parking areas other than driveways and related landscape or fence buffers shall be approved by the Design Review Board in advance of use. Inoperative, unsightly or improperly licensed vehicles, boats or recreational vehicles shall not be kept on a parcel except within a building totally isolated from public view. Residents are to use their driveways and garages for primary parking of their vehicles. Parking on streets is reserved for guests and visitors only. Any vehicles maintained on a parcel or on a public street in front of a parcel in violation of these rules shall be removed in the discretion of the Declarant or the Design Review Board at the Owner's expense, and failure of the Owner to pay may be enforced by lien or lawsuit as provided for hereinafter.

4.1.5 Signs. No sign of any kind shall be displayed to the public view on any parcel provided that the Declarant, and if the Declarant transfers control to the Design Review Board, then the Design Review Board may by appropriate rule permit temporary placement of a sign at the designated place indicating that a parcel is for sale or lease. Further, provided that this section shall not apply to the Declarant or the Declarant's agent in exercising their rights of initial sale with respect to the properties.

4.1.6 Pets. All animals, which term includes livestock, domestic animals, poultry, reptiles or living creatures of any kind, shall be raised, bred or kept in strict compliance with the laws and ordinances of the City of Mount Vernon. No Parcel Owner shall permit any of his or her household pets to roam at large upon the lots of other Parcel Owners, or to roam the streets or sidewalks adjacent to such lots unless attended by their owner or authorized agent of their owner and restrained by a leash. Moreover, unless so attended and leashed at the time, no Parcel Owner shall permit any of his or her household pets to roam out of doors upon his or her lot except in the back yard area of

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such lot after it has been adequately fenced. Owners shall be responsible to prevent excessive dog barking on their lot.

4.1.7 Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be carried on on any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners and their guests.

4.1.8 Artificial Vegetation. No artificial grasses, plants or other artificial vegetation shall be placed or maintained on the exterior portion of any parcel unless approved by the Design Review Board.

4.1.9 Fences. Fences from the front of the house back to the rear property line are allowed subject to City of Mount Vernon standards and approved by the Design Review Board, prior to their construction. Front yard fences are prohibited.

4.1.10 Miscellaneous. All lots shall be kept free of weeds and other debris, other than those which are natural to the property, but in no event shall the lot be allowed to become unsightly or a fire or health hazard, and it is agreed that Declarant and his assigns or the Design Review Board, upon prior reasonable written notice to the Lot Owner, shall have the right to remove any weeds, debris, vehicles or non-conforming structures from the lot, with the Lot Owner hereby agreeing to pay to Declarant or its assigns or the Design Review Board upon demand, all reasonable costs incurred in the removal of such offending item, including reasonable attorney's fees.

4.1.11 Development Contract Controlling. All development within SKAGIT ORCHARDS shall be consistent with Declarant's Development Contract, with the City of Mount Vernon and any amendments thereto. In the event of any inconsistencies between the Development Contract and the Master Declaration, the terms of the Development Contract and agreements with the City of Mount Vernon shall control.


## ARTICLE V *General Provisions*

5.1 Easements Reserved. The Declarant reserves for itself, its heirs, successors and assigns perpetual non-exclusive easements which shall be covenants running with the land as follows:

5.1.1 An easement ten feet in depth on each and every parcel adjoining all roadways dedicated to the City of Mount Vernon for purposes of installing, maintaining and improving utility services. Said utilities shall include without limitation, telephone,

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electrical power, natural gas, television cable, storm drainage systems, sanitary sewer systems and water lines.

5.1.2 An easement to install, maintain and improve temporary signage for the SKAGIT ORCHARDS Residential Development within the exterior seven (7) feet of each and every lot, said signage not to interfere with entry driveways. The easement shall apply to signage used by the Declarant or agents thereof to advertise the property during the construction and sales period only. The easement shall be relinquished to the Lot Owner after the sale of the last lot or parcel owned by the Declarant.

5.1.3 An easement to enter each and every parcel within the SKAGIT ORCHARDS Residential Development for the purposes to remove unauthorized vehicles, boats and recreational vehicles and to exercise all other rights and powers provided for herein. Jurisdiction with regard to any such action shall be with the Superior Court of the State of Washington for Skagit County.

5.2 Easements Granted. Declarant grants the following perpetual non-exclusive easements which shall be covenants running with the land:

5.2.1 City Utility Easement. An easement or easements to the City of Mount Vernon to permit access for the purposes of maintaining and servicing the City utility lines, alleyways and upon all lots as described on the face of SKAGIT ORCHARDS.

5.3 Amendments.

5.3.1 Amendments by the Declarant. Until the Declarant has sold all lots or parcels owned by the Declarant or SKAGIT ORCHARDS, the Declarant specifically reserves for itself, its successors and assigns the absolute, unconditional right to alter, modify, change, revoke, rescind or cancel any and all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration, provided that nothing herein shall prejudice or otherwise impair the security of any mortgagee of record as to any lot or parcel. Within forty-five (45) days after any such change in the Declaration, the Declarant shall provide written notice of the change to Parcel Owners.

5.3.2 Amendments by the Design Review Board. In the event that and after the Declarant sells all of its lots or parcels in Skagit Orchards then this Declaration may be amended at any time upon the affirmative vote in favor of the amendment of three-fourths (3/4) of the members of the lot owners within Skagit Orchards.

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5.4 Remedies for Violation Enforcement. Violation for breach of any condition, covenant or restriction herein contained shall give the Declarant and/or the Design Review Board and/or the Parcel Owners, in addition to all other remedies, the right to lien a parcel for monies owed by the Owners of that parcel and the right to proceed at law or in equity to compel compliance with the terms of this Master Declaration of Conditions, Covenants, Restrictions and Reservations and prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner of the subject parcel provided that such proceedings result in findings that such Parcel Owner was in violation of the CCR's herein. Expenses of litigation shall include reasonable attorney's fees incurred by the prevailing party in seeking such enforcement. Failure by the Declarant, the Design Review Board or any Parcel Owner to enforce any covenant, conditions or restrictions herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter. Jurisdiction with regard to any such action shall be with the Superior Court of the State of Washington for Skagit County.

5.5 Notices. Any notices required to be sent to any Parcel Owner or to the Declarant and/or the Design Review Board under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the Parcel Owner on the records of the Declarant and/or the Design Review Board at the time of mailing. Lot owners shall be responsible to continuously provide the Declarant and/or the Design Review Board with their current mailing address.

5.6 Severability. Invalidation of all or any part of one of these covenants and restrictions by a judgment or court order shall in no way affect the remainder of any such provisions or any other provisions which shall remain in full force and effect.

5.7 Usage. Whenever used, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders for interpretation. The Declarant shall have the right except as limited by any of the provisions of this Declaration to determine all questions arising in connection with this Declaration and to construe and interpret its provisions and its good faith determination, construction or interpretation shall be final and binding. In all cases provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of the Homestead development.

5.8 Effective Date. This Declaration shall become effective upon its recordation in the public records of Skagit County, Washington.





IN WITNESS WHEREOF, the undersigned has executed this Declaration at Mount Vernon, Washington, this 6 day of March, 2002.

DECLARANT:

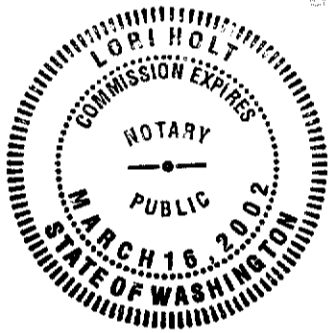
WINDWARD CONSULTING, L.L.C.

By: James A. Wynstra  
James A. Wynstra, Member

By: Richard Vandenberg  
Richard Vandenberg, Member

STATE OF WASHINGTON )  
COUNTY OF Whatcom ) ss.

I hereby certify that I know or have satisfactory evidence that JAMES A. WYNSTRA and RICHARD VANDENBERG are the persons who appeared before me, and said persons acknowledged that they signed this document, on oath stated that they are authorized to execute the document and acknowledged it as Members of WINDWARD CONSULTING, L.L.C. to be the free and voluntary act for the uses and purposes mentioned in the document.



Lori Holt  
NOTARY PUBLIC in and for the State  
of Washington, residing at Lynden.



EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 40, PLAT OF SKAGIT ORCHARDS, ACCORDING TO THE  
PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 200109240161,  
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

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