

RETURN ORIGINAL DOCUMENT TO:  
LANDMARK BUILDING & DEVELOPMENT, INC.  
638 Sunset Park Drive, Suite 215  
Sedro-Woolley, WA 98284



200605250115  
Skagit County Auditor

5/25/2006 Page 1 of 7 1:33PM

FIRST AMERICAN TITLE CO.  
118815-1  
ACCOMMODATION RECORDING ONLY

### CODES, COVENANTS, RESTRICTIONS, AND EASEMENTS

The following Declaration is made to increase the compatibility of use and ownership within a subdivision approved by Skagit County and provide benefits and impose obligations in addition to federal, state and local laws which apply to the subdivisions.

WHEREAS, LANDMARK BUILDING AND DEVELOPMENT, INC. ("LANDMARK") is the owner of land in the Plat for Elk Haven Estates filed on August 6, 2002 at the offices of the Skagit County Auditor under Auditors File No. 200208060083, and consisting of certain land in the Southwest quarter of the Southwest quarter of Section 9, Township 35 North, Range 5 East, W.M. (the "Plat");

WHEREAS, the following nine lots in ELK HAVEN ESTATES require the establishment of a water system (the "Benefited Lots"):

<u>Lot Number</u>	<u>Parcel Number</u>	<u>Street Address</u>
6	P119385	7795 Valeria Place
7	P119386	7693 Valeria Place
8	P119387	7623 Valeria Place
9	P119388	7613 Valeria Place
10	P119389	7599 Valeria Place
11	P119390	7596 Valeria Place
12	P119391	7600 Valeria Place
34	P119413	7770 Valeria Place
35	P119414	7830 Valeria Place

WHEREAS, at the request of LANDMARK, CARL GARRISON, PE of GARRISON ENGINEERING has prepared a Water System Report dated October 12, 2005 ("Water System Report") and submitted it to the State Department of Health under Submittal No. 05-1008;

WHEREAS, the Water System Report when approved will describe the water system for the Benefited Lots ("Water System");

WHEREAS, ELK HAVEN WATER SYSTEM ASSOCIATION has been formed for the purpose of owning, constructing, reconstruction, managing, operating, and maintaining the Water System (the "ASSOCIATION");

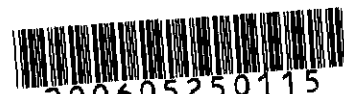
WHEREAS, the Water System incorporates design criteria, metering, water pricing, and conservation measures to reduce water consumption by each Benefited Lot; and

WHEREAS, the eventual purchasers of the Benefited Lots will become Members of the Association;

NOW THEREFORE,

The undersigned declare that the Benefited Lots shall be owned, used and conveyed subject to the following CODES, COVENANTS, RESTRICTIONS, AND EASEMENTS which run with the land, and guide the administration of the Association.

1. Water Services. The Water System is a Group B water system sufficient to meet the residential needs of Lots 6-12 inclusive and Lots 34 and 35 within the Subdivision and has been approved by Skagit County Health Department and by Washington State Department of Health under Submittal No. 05-1008. Each dwelling, upon construction, and prior to occupancy, must be connected to this water system and contribute a monthly service fee of Thirty Five Dollars (\$35.00) per month or more as determined by the Board of Directors of Elk Haven Water System Associated based on water consumption, Bylaws Article VI. The Association may adopt a



different monthly fee per lot as determined by the Association for operation and maintenance, based on costs incurred to meet Washington State Department of Ecology requirements and provide an adequate supply for the intended use without interfering with the capacity of any existing water system.

As provided in the Water System Report, the legal limit for water consumption for the nine (9) parcels in the System is 5,000 gallons per day, absent the procurement of a water right for the System. The ordinary anticipated water consumption for a nine (9) lot system is 6,750 gallons per day. To keep the System's water consumption within the legal limit, the Association has adopted a water metering requirement and pricing structure and a watering plan as recommended in the Water System Report, and may in the future amend the water pricing structure or watering plan or both and adopt and amend such other rules as may be necessary all in order to comply with the legal water consumption limit for the System.

2. Well Protection Zones. The undersigned Association intends to operate a well, Tag # AEP364, (the "Primary Well"), and water works located on Lot No. 7 (P119386) of the Subdivision and the operators are required to keep the water supplied from said well free from impurities which might be injurious to the public health. The Association intends further to preserve the right to use a second well, Tag # AGO223, (the "Reserved Well") located on Lot No. 9 (P119388) of the Subdivision to satisfy the water needs of Lots in the Subdivision. It is the purpose of this grant and covenant to prevent certain practices hereinafter enumerated from occurring in the use of the water source. Neither the Grantor, LANDMARK, its successors and assigns, nor the Association, its successors and assigns, will construct, maintain, or allow to be constructed or maintained on the said land any potential source of contamination, such as septic tanks or drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicle



storage, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, animal enclosures, herbicides, insecticides, hazardous waste, or garbage of any kind or description within One Hundred (100) feet of the Primary Well or the Reserved Well herein described, so long as either is operated or may in the future be operated to furnish water for public consumption. These covenants shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in the land described herein or any part thereof and shall inure to the benefit of each owner within the Subdivision supplied by the Group B water system above-described and as permitted.

3. Easement. LANDMARK hereby grants the Association an easement, fifteen (15) feet wide abutting the public road for access, over, under, along, and across for pipes and meters for each of the Benefited Lots, to own, construct, reconstruct, manage, operate, repair, and maintain the Water System as eventually permitted, and to engage in any and all other activities that may be necessary or beneficial to the purposes of the Water System. The location of the Water System is described in the Site Plan attached to the Water System Report.

4. Survival Clause. Invalidation of any one of these covenants, conditions, and restrictions, whether by judgment or court order, shall not affect any of the remaining provisions, which shall remain in full force and effect.

5. Duration. All restrictions, conditions, and covenants herein shall run with the land and continue as such for fifty (50) years from the date hereof. These will be extended from that time for successive periods of fifty (50) years, unless the owners of seven of nine (7 of 9) of the lots within the Subdivision shall agree to alter, modify, or eliminate any or all of these restrictions and record an amendment bearing the signatures of owners representing seven of nine (7 of 9) of the lots in the Subdivision.



6. Binding Effect. The provisions herein contained shall bind and inure to the benefit of and be enforceable at law and in equity by the grantor, its successors and assigns, or by the grantee of any Lot within the Subdivision as herein described. Failure by the grantor, or its successor and assigns or any grantee to enforce any restriction, condition, or covenant herein contained shall not be deemed a waiver of the right to enforce and shall not subject the grantor to any liability for failure to enforce all or any particular code, covenant, or restriction.

7. Association. LANDMARK has initiated the Water System improvements and shall have the right pending sale of six (6) or more lots to exercise all rights of owner over the Water System for the nine (9) Benefited Lots. For that purpose LANDMARK may collect monthly water rates, employ a satellite system operator, and take those steps necessary to comply with the Design Report and permits granted by State and local authorities until the Water System is turned over to ELK HAVEN WATER SYSTEM ASSOCIATION. LANDMARK or its successor, when it has sold at least six (6) of the nine (9) lots and not later than the sale of eight (8) lots benefited by the Association will arrange for a Special Meeting of the Members of the Association to call for the election of Directors and implement the ELK HAVEN WATER SYSTEM ASSOCIATION Bylaws. A Washington non-profit corporation has been formed to carry out the business of the Association and the lot owners or their duly elected Board of Directors, by vote, shall determine the Bylaws. The Bylaws will provide for metering, water pricing, and conservation as required by these Covenants and the terms and conditions of permitting for ELK HAVEN WATER SYSTEM. The Association will have specific powers of enforcement described in its Bylaws in keeping with the Group B permits.

8. Remedies for Violation. For violation or breach of any of these Codes, Covenants, Restrictions, and Easements, any individual lot owner or any combination of lot owners, has the



right to proceed at law or in equity to compel compliance with the terms of this Declaration or to prevent the violation or breach of any of them. In addition, the Association may proceed in cases of breach as follows: The Association shall send a certified letter to inform the violating party of non-compliance of these Codes, Covenants, Restrictions, and Easements. If the violating lot owner is still in non-compliance 30 days following said notice, a second certified letter will be sent and if still in non-compliance after 10 days, the Association shall have the right to proceed at law or in equity to compel compliance with the terms of this Declaration. In addition to the foregoing right, LANDMARK or its successors or the Association shall have the right to enter upon property where the violation of these Declarations exists and summarily abate or remove the same at the expense of the owner, and any such entry, abatement or removal shall not be deemed trespass. Failure to promptly enforce any of the Codes, Covenants, Restrictions, and Easements hereby declared shall not bar their later enforcement.

DATED this 23rd day of MAY, 2006.

LANDMARK BUILDING AND DEVELOPMENT, INC.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAY 25 2006

Amount Paid \$  
Skagit Co. Treasurer  
By [Signature] Deputy

By: [Signature]

Title: VICE PRESIDENT

ELK HAVEN WATER SYSTEM ASSOCIATION

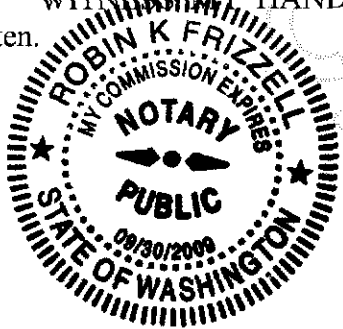
By: [Signature] PRESIDENT



STATE OF WASHINGTON )  
 )ss.  
County of SKAGIT )

On this 23rd day of MAY, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert J. Kortwis to me known to be the VICE PRESIDENT of LANDMARK BUILDING AND DEVELOPMENT, INC. the Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL affixed the day and year first above written.



Robin K. Frizzell  
NOTARY PUBLIC in and for the State  
of Washington, residing at Sedro Woolley, WA  
My commission expires: 9-30-2009

STATE OF WASHINGTON )  
 )ss.  
County of SKAGIT )

On this 23rd day of MAY, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert J. Kortwis to me known to be the PRESIDENT of ELK HAVEN WATER SYSTEM ASSOCIATION the Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL affixed the day and year first above written.



Robin K. Frizzell  
NOTARY PUBLIC in and for the State  
of Washington, residing at Sedro Woolley, WA  
My commission expires: 9-30-2009

