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Document Title:

Covenants

Reference Number:

Grantor(s):

additional grantor names on page \_\_\_\_

1. Lohink LLC

2.

Grantee(s):

additional grantee names on page \_\_\_\_

1. Public

2.

Abbreviated legal description:

full legal on page(s) \_\_\_\_

1-34-3

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_\_

P 47514

UNOFFICIAL DOCUMENT

# Protective Covenants

## Skagit County, Washington

**Grantor/Grantee (Developer):** Lohink, LLC, a Washington Limited Liability Company

**Legal Description (abbreviated):** Lots 1 thru 5 located on Lohink Place, additional legal on appendix A.

### Administration

**1.1 Administration:** The covenants shall be administered by all owners of the 5 lots in the development, each lot shall be entitled to one vote. Until all of the 5 lots are sold or sooner at Developers discretion, the Developer shall serve as director and have all votes of all the owners. During the time period that the Developer is the Director they will be available to listen to owner's issues. When Developer transfers directorship to the lot owners it will require agreement of 4 of the 5 lot owners to change or enforce the covenants.

### General Restrictive Covenants

**2.1 General Covenants:** No building, including outbuildings, shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure, the location and surfacing of the driveway and the landscaping immediately surrounding the structure have been approved by the Director or owners. Dwellings shall be a minimum of 2,000 square feet including enclosed attached garages but exclusive of open porches, decks and garages.

**2.2 Reasonable Use:** No lot shall ever be used in a fashion which unreasonably interferes with the other lot owners' use and enjoyment of their respective properties.

**2.3 Rental:** There shall be no daily or weekly rental of the properties.

**2.4 Offensive Activity:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or maintained thereon which may be, or become, an annoyance or nuisance, or adversely affect the use, value, occupation and enjoyment of any adjoining property in the development.

**2.5 Animals:** No animals shall be allowed in quantities that creates odor, noise or dirty run off water that adversely affects adjoining property. No goats, pigs, sheep or bovine shall be allowed in any quantity. All animals including pets must be kept within the boundary of the approved Skagit County home site plan.



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- 2.6 High Intensity Lighting:** No exterior high intensity lamps, are to be installed which adversely affect adjoining property.
- 2.7 Overhead Wires:** No outdoor overhead wire or services are allowed, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained. All owners shall use underground service to connect the underground electrical or telephone utility facilities.
- 2.8 Refuse:** No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the development. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose.
- 2.9 Temporary Dwellings:** No mobile homes, RV's, trailers, basement, tent or other outbuildings shall be used on any lot at any time, either temporarily or permanently, as a residence, provided, the use of RV's campers or trailers for summer camping is allowed within the first two years from the original sale of the lot. No free-standing outhouse or lavatory for privy purposes shall be erected or maintained or placed on any lot or lots at any time.
- 2.10 Street Parking:** No vehicles shall be allowed to park on the street. Each lot shall provide adequate off street parking for its needs. During construction, parking and driveways to the construction site shall be developed so as to not dirty the street with excessive dirt.
- 2.11 Easements:** Easements for utilities and drainage are reserved as delineated on the plat. Within these easements no structure, 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 or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements in it for which a public utility company is responsible.
- 2.12 Natural Drainage:** No owner shall change or interfere with the natural drainage of any part of the development area without the prior written approval of the other owners.
- 2.13 Detention Pond:** The maintenance costs of the detention pond and drainage easement shall be share equally by all five lot owners.
- 2.14 Signs:** No billboard or advertising sign of any kind may be erected, placed or maintained on any lot or lots or on any building or structure thereon, except one "For Sale" sign used by a builder or realtor to advertise the property during the



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construction sales periods. No sign may be more than three feet square, except with the prior written permission of the owners.

**2.15 Businesses:** No store or business shall be carried on upon said premises or permitted thereon which involves on-premise sales, or which constitutes a nuisance.

**2.16 Sightliness:** All clothes lines, garbage cans, equipment, motorcycles, and storage piles shall be walled in or screened to conceal them from the view of the neighboring lots and street.

**2.17 Existing Structure:** No existing structure of any nature shall be moved onto said premises.

### Miscellaneous

**3.1 Covenants running with the land:** This Covenant shall be deemed to be a covenant running with the land.

**3.2 Binding Effect:** This Covenant shall apply to, inure to the benefit of, and be binding upon, the Owners and their heirs, legal representatives, successors and permitted assigns.

**3.3 Governing Law:** This Covenant shall be governed by the laws of the State of Washington.

**3.4 Venue:** If an action must be brought to enforce the terms of this covenant, such action shall be brought in the courts of Skagit County.

**3.5 Partial invalidity:** If any of the covenants herein contained or any portion thereof are declared to be unenforceable, the remaining covenants shall nevertheless remain in full force and effect.

**3.6 Effective Date:** This declaration shall take effect upon recording with the Skagit County recorder.

IN WITNESS WHEREOF, the owners have hereunto set their hands.

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BY: Gary Lohman, LLC Member

*Mike Spink*

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BY: Mike Spink, LLC Member



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