



200804070095
Skagit County Auditor

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AFTER RECORDING RETURN TO:

Ray Tompkins
24223 Mosier Road
Sedro Woolley WA 98284

Grantor.	Kitchener, Ron and Renee; Tompkins, Raymond and Dolly
Grantee.	Kitchener, Ron and Renee; Tompkins, Raymond and Dolly Public
Abbrev. Leg.	Ptn Govt Lot 7, Sec. 6, T35N, R5E, WM, AKA Tract B, Short Plat No. 85-78, AFN 888892
Tax Acct. Nos.	350506-0-021-0102/P38517; 350506-0-021-0300/P38519

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made by Ron Kitchener and Renee Kitchener, husband and wife, and Raymond Tompkins and Dolly Tompkins, husband and wife, as follows:

RECITALS

A. Ron Kitchener and Renee Kitchener, husband and wife, and Raymond Tompkins and Dolly Tompkins, husband and wife, (hereafter referred to as "declarants") are owners of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein.

B. The property described on EXHIBIT A is a proposed short plat consisting of 4 lots. An illustration of the proposed short plat is attached hereto as EXHIBIT B. Following recordation of the plat the property will be described as:

Lots 1 through 4, Skagit County Short Plat NO 04-0308, approved 12-03, 2004, recorded 12-03-, 2004, under Auditor's File No. 200412030118, records of Skagit County, Washington.

C. The declarants desire to subject said short plat, hereafter referred to as "the property," to restrictions and covenants set forth herein to protect the value and desirability of the property. It is the intent of the declarants that these covenants enhance good neighbor relations among the affected property owners.

THEREFORE, to accomplish the foregoing purposes, the declarants hereby publish and declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the following covenants and restrictions, which shall run with the land and be a burden upon and benefit to the declarants and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

(1) Dwelling restrictions. No mobile homes, prefabricated homes or premanufactured homes, or modular homes shall be located on any lot either on a temporary or permanent basis. All structures shall be on-site, "stick built," construction.

(2) Dwelling size. The size of any new dwelling constructed shall be consistent with the size of the existing dwelling(s) and home(s) under construction at the time the plans for the proposed home are submitted to the declarants for approval. The declarants will consider the ground floor area and total improved living area, exclusive of garages and open areas, in comparison with the existing and "under construction" homes in approving or not approving the proposed plans.

(3) Construction. There is an existing home and barn on proposed Lot 1 of the proposed short plat. With respect to the remaining lots and any new construction, all structures shall be of new construction and construction shall not be commenced until a building permit is obtained.

(4) Completion of Construction. Any dwelling or structure constructed on any lot shall be completed, including painting and exterior appearance within nine (9) months from the date construction started.

(5) Approval of Design. It is the intent of the declarants that all construction within the plat present a generally harmonious, and high quality exterior appearance, including exterior color. All buildings, including remodeling and fencing, must be approved by the declarants prior to construction. Any secondary building (such as detached garage, shop or shed) must be designed and constructed as to be compatible in appearance with the primary dwelling constructed on the lot. Property owners must not construct or alter any improvement on the premises until such owner(s) have submitted a complete set of plans and specifications, in form satisfactory to the declarants showing, insofar as is relevant, the size and dimensions of the improvement, the exterior design, its orientation and location on the lot, and location of driveways and parking areas. If the property owner has submitted to the declarants a set of plans and specifications in acceptable form, the declarants shall give written notice of approval or disapproval, with objections, of the proposed construction within 30 days of date the plans were submitted for review. If the declarants have not given written notice of approval or disapproval,



with note of objections, within the 30 day period, the proposed construction shall be deemed approved. Similarly, if after receiving disapproval with objections, the property owner files revised plans and specifications with the declarant, such revised plans shall be deemed approved unless the declarants deliver written disapproval, with note of objections, to the property owner within 30 days of the date the revised plans are submitted to the declarants for review.

(6) Nuisance. No noxious or offensive activity shall be carried on any lot, nor shall anything be done or maintained on any lot which may be or may become an annoyance or nuisance to any owner's use and enjoyment of his or her lot. Offensive activity includes excessive noise, such as loud music, barking dogs, and machinery that disturbs the neighbors' peace and quiet and interferes with quiet enjoyment of the neighborhood.

(7) Derogation of laws. No owner or occupant of any lot shall carry on any activity of any nature on any lot that is in derogation of or in violation of the laws of the State of Washington, Skagit County, or any other applicable municipality or governmental body.

(8) Garbage. No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal out of public view.

(9) Usage. No lot shall be used in a fashion that unreasonably interferes with another lot owner's right to the use and enjoyment of his or her lot.

(10) Vehicles in disrepair. No owner shall permit any vehicle that is in a state of disrepair to remain parked in front of the residential dwelling on any lot for a period exceeding thirty (30) days. A vehicle will be deemed to be in a state of disrepair when it has not been moved for a period of thirty (30) days and it is not operable in current condition.

(11) Vehicles and Parking. No boats, trailers, recreational vehicles, or trucks (other than "pick-up" type trucks) shall be parked on the street in front of any lot. No overnight parking shall be permitted on Trinity Lane. Trinity Lane must remain clear and unobstructed for access by emergency vehicles.

Operation of "off road" motor vehicles is absolutely prohibited. The term "off Road" motor vehicles includes, but is not limited to, snowmobiles, dirt bikes, dune buggies, all-terrain vehicles, go-carts, dune cycles, mini-bikes, golf carts, and any other motorized vehicle that is not equipped or registered for operation on the highways of the State of Washington. The term "off road" vehicles does not include construction equipment, farm machinery lawn mowers or other lawn maintenance and landscaping equipment.



(12) Maintenance of structure and grounds. Each owner shall maintain his or her lot in a clean and attractive condition and shall keep the buildings thereon painted, landscaping maintained, and the lawn mowed. The open space areas shall be kept clean of noxious weeds and mowed at least three times per year.

(13) Landscaping. Lawn must be in place within ninety (90) days and remainder of Front yard landscaping must be completed within one year of issuance of the final occupancy permit and prior to the occupancy of the dwelling.

(14) Enforcement by declarants. So long as the declarants, or any of them, remain owners of any of the property, declarants will attempt to maintain compliance with these restrictions and covenants by all property owners. However, this does not eliminate the right of any other property owner to take action to enforce the covenants as set forth in paragraph 16, below, and the declarants do not assume any obligation to enforce or seek enforcement of the covenants and restrictions contained herein and shall have no liability for their enforcement or nonenforcement.

(15) Covenants to run with the land. The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

(16) Enforcement. Each lot owner, including the declarants if the declarants, or any of them, is a lot owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter. In the event any lot owner or the Declarant determines that there is a violation by any other owner or owners of any of the provisions of this Declaration, then the complaining party shall give the subject lot owner(s) written notice describing the violation and allowing the subject lot owner(s) no less than *ten (10) days* to cure the default. Should such violation continue after the giving of required notice, Declarant or the complaining party, as the case may be, shall be entitled to commence an action in the Superior Court in and for the County of Skagit, seeking injunctive or other relief and the prevailing party in such an action shall be entitled to reasonable attorney's fees in addition to the costs of suit. In addition, should the violation involve the failure to maintain any lot or any other covenant which may be corrected by the hiring of labor and purchasing of materials, Declarant, after expiration of the *ten-day (10)* notice period, may hire the necessary labor or acquire the materials to remedy the violation and the cost thereof shall be assessed against the violating owner and lot involved and all such costs, including twelve percent (12%) interest and reasonable attorney's fees, shall constitute a



lien on the lot once filed with the Skagit County Auditor as provided by law. Such lien may be foreclosed using the procedures for foreclosing mechanic's or materialman's liens under the laws of the State of Washington.

(17) Attorney's Fees. In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

(18) Amendment. This declaration may be amended, or new covenants or restrictions added, if approved by the owners of seventy-five percent of the lots. Any such amendment or addition must be executed and acknowledged by the owners of seventy-five percent of the lots and recorded with the county auditor. For the purposes of this provision, each lot, regardless of size, value, or number of owners shall be allocated one vote. It shall be the responsibility of the owners of the lot to decide how to cast the vote for the lot. The amendment shall be effective upon recordation.

(19) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall have no effect on any of the remaining provisions, which shall remain in full force and effect.

Ron Kitchener
Ron Kitchener

Renee Kitchener
Renee Kitchener

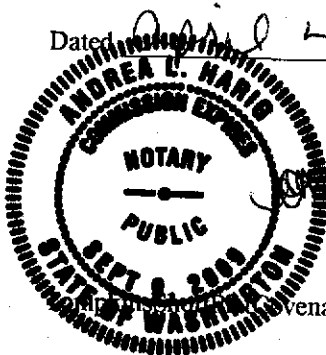
Raymond Tompkins
Raymond Tompkins

Dolly S. Tompkins
Dolly Tompkins

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Ron Kitchener, Renee Kitchener, Raymond Tompkins and Dolly Tompkins is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated April 4 2008



Andrea L. Harig
Typed/printed notary name Andrea L Harig
Residing at Mount Vernon
My appointment expires 9-9-09

venants08/04



EXHIBIT A

Government Lot 7 of Section 6, Township 35 North, Range 5 East, W.M.,

EXCEPT the South 382 feet of the East 570 feet of the West 600 feet of said Lot 7,

ALSO EXCEPT those portions conveyed to Skagit County for road purposes by deeds dated July 3, 1916, April 20, 1917, and December 11, 1933 and recorded in Volume 104 of Deeds, page 316, Volume 106 of Deeds, page 573 and Volume 163 of Deeds, page 451,

AND ALSO EXCEPT Tract "A" of Short Plat No. 85-78, approved October 6, 1978, recorded October 6, 1978 in Volume 3 of Short Plats, page 23, under Auditor's File No. 888892.

(Also known as a portion of Tract B of Skagit County Sort Plat No. 85-78, as approved October 6, 1978, recorded October 6, 1978, under Auditor's File No. 888892, records of Skagit County, Washington).

Situate in the County of Skagit, State of Washington.



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EXHIBIT B

