



200809290184

Skagit County Auditor

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Return to: Chris LeBoutillier  
27250 NE 53<sup>rd</sup> Street  
Redmond, WA 98053  
Phone: 425-681-7796

**COVER SHEET**  
**RESTRICTIONS AND PROTECTIVE COVENANTS**  
**For REAL PROPERTY KNOWN AS**  
**Eagles Crossing Short Plat No. PL07-0578 Lot 1, Lot 2 and Parcel P31128**

GRANTOR: Christopher H. LeBoutillier, Gail A. LeBoutillier

GRANTEE: Skagit County

**LEGAL DESCRIPTION**

The southeast quarter of the southwest quarter and the east 468.34 feet of the south half of the southwest quarter of the southwest quarter, EXCEPT the south 42 feet thereof as conveyed to ABC Investments by deed recorded June 26, 1985, under Auditor's File No. 8506260027, records of Skagit County, Washington, all in Section 1, Township 35 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington.

ADDESSOR'S PROPERTY TAX PARCEL NUMBER P31130

RESTRICTIONS AND PROTECTIVE COVENANTS EAGLES CROSSING

Skagit County Short Plat No. PL07-0578, recorded under auditor's file No. 200809190078  
(EAGLES CROSSING)

This Declaration of Restrictions and Protective Covenants is made this 29th day of September, 2008 By Christopher H. LeBoutillier and Gail A. LeBoutillier, Developers of Short Plat PL07-0578.

WITNESSETH:

Declarant desires that the Restrictions and Protective Convents herein set forth be established and impressed upon real property know as Skagit County Short Plat PL07-0578 as described above (to be named Eagles Crossing), all upon the terms and conditions hereinafter set forth.

Section 1. For the purposes of this Declaration, the following terms shall have the following meaning:

1.1 "Committee" shall mean the present and future owners of Lots in Skagit County Short Plat No. PL07-0578.

1.2 "Construction" shall mean any construction, reconstruction, erection or alteration of an improvement, except wholly interior alterations to a then existing structure.

1.3 "Covenants" shall mean the terms and the conditions imposed on the Property pursuant to this Declaration.

1.4 "Declarant" shall mean Christopher H. LeBoutillier and Gail A. LeBoutillier, Developers.

1.5 "Community" shall mean all lot owners in the development of Short Plate No. PL07-0578

1.6 "Improvement" shall mean any building, outbuilding, garage, carport, wall, fence, sign, and any other structure of any kind, and accommodation for animals.

1.7 "Lot" shall mean a Lot in the Short Plat No. PL07-0578 of the Property.

1.8 "Owner" shall mean the record holder of fee title to a Lot in the development.

1.9 "Property" shall mean the short plat recorded under auditor's file no. 200809190078 in Skagit County, Washington.



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1.10 "Private Road" shall mean the road established by the requirement of Short Plat No. PL07-0578.

1.11 "Majority" shall mean one more than half the Owners of the Lots on the Property at any given time.

1.12 "Solid Waste" shall mean all putrescible and non putrescible matter and semi-solid waste.

1.13 "Representative" shall mean the property owner designated by the Committee.

1.14 "PCA" shall mean Protected Critical Area established by and recorded by Skagit County.

1.15 "Vote" shall mean one vote for each lot within the community.

**Section 2. Declarant hereby declares that**

(i) the Property shall be held, transferred, sold, conveyed, and occupied subject to all of the terms and conditions of this Declaration for a period of twenty (20) years from the date this Declaration is recorded, and

(ii) this Declaration shall run with the land and bind each Lot within the Property as the servient tenement for the benefit of each and all of the other Lots in the Property as the dominant tenement. These Protective Covenants shall run with the land and bind the Properties for a term of twenty (20) years. After which time they shall be automatically extended for successive periods of ten (10) years, and

(iii) these Covenants may be amended by an instrument signed by not less than seventy-five (75%) of the Owners.

(iv) these Covenants may be terminated by an instrument signed by all of the Owners, but in no event will termination be allowed prior to completion of the first twenty (20) year period of this Covenant Agreement.

In the event of a tie vote the Committee shall after 48 hours from the time of the first voting ballots cast have a revote. If the revote again is in a tie then the Representative of the Committee shall have the power to cast a second vote. Any and all amendments must be notarized and recorded with the County Auditor.

**Section 3. Notwithstanding anything herein set forth, any Improvement and the Construction of any Improvement shall comply with the more restrictive of either (1) the terms and conditions of this Declaration, or (2) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.**

**Section 4. The Committee as described in Section 1.1 shall have authority to establish its operating rules and procedures. A majority of the Committee must designate one of its members as a Representative to act for it. The Declarant shall serve as the Representative until the Declarant has sold seventy five percent**



(75%) of the lots. The Committee must vote on a Representative within thirty days (30) from notification in writing from the Declarant that seventy five percent (75%) of the lots have been sold. The Representative voted on shall serve for one year from the date that he/she is designated Representative of the Committee. The Committee must vote to extend the Representative's term for another year or vote in a new Representative on the thirtieth day (30) prior to the Representatives end of his or her one year term. A Committee member may not cast a vote for themselves. The Committee members and their successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration and these Covenants.

(i) The Committee will meet once a year at a place designated by the Representative, as long as the designated meeting place is located on Guemes Island, Washington, and is easily accessible by all Committee members.

(ii) A minimum of 75% of Committee members will be required to constitute a quorum.

(iii) The Representative will provide at least 30 days notice to Committee members of any meeting.

(iv) In the event any Committee member is unable to attend a meeting in person, provision shall be made for teleconference if the Committee member requests it.

(v) In the event a vote is required and not all members are present, e-mail or fax will be considered an acceptable mechanism for transmitting votes.

Section 5. No lot shall be used except for single family purposes and in a manner consistent with Section 23. Buildings will be restricted to two stories in height, except the Construction of any building other than a house, guest house or structure provided for in Section 23, i.e., barn, and which plans should be submitted to the Committee for approval.

Section 6. The ground floor area of the main house structure exclusive of open porches and garages shall be not less than 1,100 square feet for a one story, and not less than 700 square feet for a house of more than one story.

Section 7. Skagit County zoning ordinances will be adhered to in the Construction of any building.

Section 8. No Improvement or structure of a temporary nature or character such as a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, except for a Construction job site trailer, job site shack or an Owner's trailer. A time limit of eighteen (18) months shall be placed on a temporary Construction job site trailer, job site shack or Owner's trailer and are only allowed when building a primary residence.

Section 9. Any Improvements constructed on any Lot in the Property shall be completed, as to external appearance, including finishing painting, within eighteen (18) months from the commencement date of Construction except for Acts of God, in which a longer period may be required. Other time extensions may be granted at the option of a majority vote of Committee members.

Section 10. No Mobile Homes or Manufactured Homes are allowed. Modular Homes are permitted. All Modular Homes must be of New Construction and adhere to the square footages set forth in Section 6.



Section 11. Tents and other children's activity centers are to be regarded as a temporary nature and are accepted.

Section 12. No Lot shall be used and/or maintained as a dumping ground for Solid Waste. No Owner shall keep Solid Waste on any Lot or on the Private Road adjacent thereto, except in sanitary containers. However, types of Solid Waste too cumbersome to be contained in sanitary containers may neatly be piled and contained until disposal can be arranged, i.e., cartons from moving, raked leaves, branches from pruning, construction scraps, dirt, etc. and must be removed within fourteen days.

Section 13. The Private Road maintenance agreement, as filed and recorded with the short plat related to the Property for lots 1, 2 will be adhered to ( 200809290183 ) and Lots 3 & 4 will be adhered to ( 200809290182 ).

Section 14. No fences shall be constructed in excess of six (6) feet in height and shall be well constructed of suitable fencing materials.

#### Design Requirements

- (i) Decorative fences acceptable are vinyl or split rail design, with a maximum of 32 inches in height.
- (ii) Decorative fences over 32 inches, maximum of 4 feet high, may be used to define entryways, driveways, etc.
- (iii) Field-wire fencing with green T-posts, vinyl, wooden round poles, peeler core poles or split rail posts, and chain link fences are acceptable containment type fencing, but limited to 5 feet high maximum.
- (iv) Solid wood fences may be used only for small privacy areas, such as around a hot tub, and must be attached to the house or decking. These are not to be used for containment.
- (v) Tube gates are the only acceptable gates for containing live stock and cannot be more than 5 feet high.
- (vi) Barbed-wire fences are acceptable for containment of live stock.
- (vii) Razor wire fences and razor wire on top of fences are not acceptable.

*Special circumstances can be submitted to the committee for consideration on a case by case basis.*

Section 15. No radio transmitting devices are to be installed without prior approval of the homeowner's association. No installation of any Cellular towers. Wind power towers may be installed that meet Skagit County requirements and must be approved by the county. Wireless networking equipment and satellite receiving devices are accepted as long as they meet with current/typical consumer (FCC) guidelines.



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Section 16. There is to be no outside storage of unlicensed motor vehicles or trailers. This includes motor homes and camping trailers. Farm equipment etc. can be stored outside. Each lot can have a maximum of one unlicensed operational farm truck stored outside, provided that the vehicle is stored in such a way that it does not detract from other Owner's view or in a way that would be detrimental to other Owner's property value.

Section 17. No continuous noise from a domestic animal that is annoying to a neighbor is allowed. Brief noise from domestic animals is acceptable.

Section 18. The discharge of rifles, pistols or any kind of firearms is not allowed in the Community for recreation use of any kind.

Section 19. All domesticated animals, pets, horses, livestock etc must be treated in a humane fashion. No animal shall be allowed to become a public nuisance or serious threat to other members of the Community. All manure and animal waste must be disposed of in a manner that is not offensive to other members of the community. No animals shall be kept in PCA areas. No grazing of any livestock in PCA areas.

Section 20. General accumulation of any kind of building materials, personal effects, junk or rubbish on the landscape outside of buildings is not allowed. All trash must be disposed of in a proper manner per state and local agencies.

Section 21. The community shall follow the Skagit County noise ordinance.

Section 22. All traffic shall not exceed a speed limit of 15 mph on all roads within the Community.

Section 23. Home occupations and cottage industries are allowed if approved by Skagit County. There is no limit to a legal business conducted within the confines of a normal house and garage. Only one (1) other building of two thousand square feet (2000) or less and consisting of two (2) stories or less is allowed for the use of cottage industry. It must be approved and permitted by Skagit County. In the event the building is greater than two thousand square feet (2000) it must be approved by a vote by the Committee.

Section 24. Every Owner shall be entitled to restraint by injunction of the violation, or attempted or threatened violation of any term or provision of this Declaration, or to a decree specifically enforcing any Term or provision of this Declaration. In any action for damages or to enforce this Declaration, the losing party shall pay prevailing party's attorney's fees and costs including those in connection with any appeal or as may be determined by the court.

Section 25 The unenforceability of any provision hereof shall not affect the validity of any other provisions of this Declaration. In the event that any provision of this Declaration is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.



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IN WITNESS WHEREOF, the undersigned have affixed their signatures:

Date: Sept 29, 2008

[Signature]  
Christopher H. LeBoutillier

[Signature]  
Gail A. LeBoutillier

STATE OF WASHINGTON)

County of King )

On this day personally appeared before me Christopher H. LeBoutillier and Gail A. LeBoutillier to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of September 2008.

[Signature]



Notary Public in and for the State of Washington residing in  
Redmond, WA

