

WHEN RECORDED RETURN TO:

Name: Vintage Investments, Inc.
Address: P.O. Box 973
City, State, Zip: Anacortes, WA 98221



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DOCUMENT TITLE (s)

1. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS

GRANTOR(s):

1. VINTAGE INVESTMENTS, INC.

GRANTEE(s):

1. LOT OWNERS

LEGAL DESCRIPTION

ASSESSORS PROPERTY TAX PARCEL ACCOUNT NUMBERS (s)

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by Vintage Investments, Inc. ("Declarant") as of the 1st day of May, 2013.

RECITALS

Whereas, Declarant is the owner of all property contained in the Vintage 3-Lot Short Plat addition to Anacortes recorded, under Auditor's file No. 201306200103 records of Skagit County, Washington; and

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the property subject to all restrictions and easements of said plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restriction, easements, assessments and liens hereinafter set forth which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Section 1.1 Words Defined For the purpose of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an Improvement, except wholly interior alterations to then existing Structure.

1.1.2 "Declarant" shall mean Vintage Investments, Inc. a Washington Corporation.

1.1.3 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for the Vintage 3-Lot Short Plat as it may from time to time be amended.

1.1.4 "First Mortgage" and "First Mortgagee" shall mean, respectively,
(a) a recorded Mortgage on a Lot that has legal priority over all other Mortgages thereon, and
(b) the holder of the first Mortgage.

For purposes of determining the percentage of First Mortgagee approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such First Mortgage so held.



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1.1.5 "Lot" shall mean any one of the lots numbered Lots 1 through 3 together with the Structures and Improvements thereon.

1.1.6 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.7 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.8 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.

1.1.9 "Person" shall mean an individual, corporation, partnership, association, trustee or other legal entity.

1.1.10 "Plat" shall mean the recorded Vintage 3-Lot Short Plat and any amendments, corrections or addenda thereto subsequently recorded.

1.1.11 "Property" shall mean the land described in legal description and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvement and structures now or hereafter placed on the land.

1.1.12 "Structure" shall mean any building, fence, wall, patio, swimming pool, or the like.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

ARTICLE 2 EASEMENTS

Section 2.1 Easements for Utilities and Drainage. Declarant does hereby establish, create and reserve for the benefit of itself, and all Owners, and their respective heirs and assigns, an easement for the installation and maintenance of master television antenna and/or cable systems, security and similar systems, and all utilities, including but not limited to, storm electrical, gas, telephone, water and sewer lines over the area designated for easements and shown on the plat map for the Plat of Vintage Investments. No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grow upon the area subject to the Easement which might in any way damage or interfere with the installation and operation of such utilities and systems. Each person utilizing the Easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of his Lot subject to the Utilities and Drainage Easement in a condition which will not interfere with the operation and maintenance of said utilities and systems.



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**ARTICLE 3
CONSTRUCTION ON LOTS AND USE OF LOTS**

Section 3.1 Uniform of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is the best interest of each Owner that such uniformity of use be maintained as herein provided. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either

- (a) The terms and conditions of this Declaration or
- (b) The laws, codes, ordinances and regulations of any governmental entity having jurisdiction.
- (c) The style of Pleasant View Homes, to maintain the continuity including Roof Material.

Section 3.2 Maximum Height. All buildings or Structures shall be constructed in accordance with the laws of the City of Anacortes and other applicable codes, and in conformance with height restrictions contained therein. All other fences constructed within the Vintage 3-Lot Short Plat shall not exceed six (6) feet in height. No trees, plants, or other horticultural growth shall be maintained which substantially impairs views from other lots within the plat.

Section 3.3 Use Restrictions.

3.3.1 "Residential Use" The dwellings within the Structures are intended for and restricted to use as single family residences only, on an ownership, rental or lease basis, and for social, recreational or other reasonable activities normally incident to such use. In addition to the foregoing, Declarant and any Participating Builder may use dwellings it owns as sales offices and models for sales of other Lots.

3.3.2 "Maintenance of Buildings and Lots" Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. The landscaping shall be maintained to the curb on the edge of the street.

3.3.3 "Completion of Construction" Any Structure erected or placed on any Lot shall be completed as to external appearance within eight (8) months from the date Construction is started. All yards and landscaping must be completed within three (3) months from the date of completion of the Structure. All Lots shall be maintained in a neat and orderly condition during Construction.

3.3.4 "Parking" No junk or inoperable vehicle or any part thereof shall be parked or permitted to remain on any Lot. No such vehicles shall be parked on any street adjoining any Lot. No trailers or other recreational vehicles shall be parked or stored on any lot except for a period not exceeding 48 hours for the purpose of loading or unloading or cleaning such vehicle. Garages shall be maintained so that space is available to park two vehicles inside, and vehicles shall be parked within the garage during times that the vehicles are not being used such as nighttime hours.



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3.3.5 "Signs" No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale". This Section shall not apply to the Declarant or any Participating Builder.

3.3.6 "Animals" Animals, including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. Household pets shall not exceed three (3) in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor free condition at all times. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations pertaining to animals.

3.3.7 "Temporary Structures" No Structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be installed, placed or used on any lot as a residence, either temporarily or permanently.

3.3.8 "Clothes Lines" No washing, rugs, clothing apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

3.3.9 "Radio and Television Aerials" No television or radio aerial and no satellite receiving dish or other electronic receiving device in excess of 20 inches in diameter shall be placed or erected outside of any building on any Lot. Such devices shall be placed in a side or rear yard and screened from view from adjacent streets.

3.3.10 "Trash Containers and Debris" All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or construction shall not be dumped onto adjoining Lots or streets or roadways or onto adjoining properties outside of the plat. Compost piles may be kept upon the Lots provided they are kept in a clean, neat and sanitary condition.

3.3.11 "Offensive Activity" No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools, nurseries or church schools shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith be kept, parked, stored, dismantled or repaired outside of any Lot or any street with the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.3.12 "Fences" No fence shall be constructed that does not comply with City ordinances, rules and regulations and Section 3.2 herein. All fences shall be constructed in a good and workman-like manner; cedar board type, and shall be artistic in design and shall not detract from the appearance of any adjacent Structures.

3.3.13 "Underground Utilities" All utility lines located outside a dwelling shall be in conduits attached to such units or underground.

3.3.14 "Drainage" All roof drains shall be connected to public storm sewer system. Absolutely no dumping of any pollutants into the storm sewer systems shall be permitted.



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3.3.15 "Tree Cutting" Street trees located within the public right of way may be cut only with permission of the City of Anacortes Planning Department.

3.3.16 "Damage" Any damage to streets, plat improvements, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.3.17 "Mailboxes" All mailboxes must be of standard accepted by the U.S. Postal Authorities and must be located in those areas so designed by the U.S. Postal Department. Newspaper boxes are not allowed.

3.3.18 "Compliance with Laws" Notwithstanding anything to the contrary set forth herein, each Owner and the Association shall comply with the more restrictive of either

- (a) The terms and conditions of this Declaration, or
- (b) The laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

ARTICLE 4 NOTICES FOR ALL PURPOSES

All notices given under the provisions of this Declaration or rules shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address shown on tax roles of Skagit County.

ARTICLE 5 AMENDMENTS OF DECLARATION

This Declaration may be amended if such amendment is approved by owners of 70% or more of the Lots within the Plat or by Declarant under Article 7 herein.

ARTICLE 6 DURATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors and assigns, or by any homeowners association formed under Article 11 hereunder, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the Lot Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.



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**ARTICLE 7
RESERVATION OF DECLARANT'S RIGHT TO AMEND
TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS**

Section 7.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) or Federal Housing Administration (FHA) regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA or FHA.

Section 7.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary to so amend the Declaration, then Declarant, on behalf of all Lot Owners in the Association, is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 7.3 Duration. Declarant's rights under this Article shall exist only until Declarant has sold all lots within the Plat of Vintage Investments or a period of five years, whichever first occurs.

**ARTICLE 8
SEVERABILITY**

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

**ARTICLE 9
EFFECTIVE DATE**

This Declaration shall be effective upon recording.

**ARTICLE 10
ASSIGNMENT BY DECLARANT**

Declarant reserves the right to assign, transfer, sell, lease or rent all or any portion of the Property and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.



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**ARTICLE 11
FORMATION OF HOMEOWNERS ASSOCIATION**

If approved by owners of a majority of the lots within the Vintage 3-Lot Short Plat a homeowners association composed of owners of all lots within the plat may be formed for the purpose of enforcing the covenants, conditions and restrictions herein contained. Said homeowner association shall also have the authority to modify the fence height restrictions herein contained upon affirmative vote of the owners of at least 70% of the lots within the Plat including the owners of the lots abutting the lot for which the modified fence height is being requested.

DATED this 1st day of May, 2013

Vintage Investments, Inc.
A Washington Corporation

By: *Ronald A. Woolworth*
Ronald A. Woolworth, President



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