

RETURN TO:

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ATTORNEY AT LAW, P.C.  
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BELLINGHAM, WA 98226-6639



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Skagit County Auditor \$75.00  
4/13/2015 Page 1 of 4 10:39AM

TITLE OF DOCUMENT:	DECLARATION OF COVENANT
GRANTOR:	LANDED GENTRY CUSTOM HOME GROUP, LLC
GRANTEE:	LANDED GENTRY CUSTOM HOME GROUP, LLC
ABBREV. LEGAL DESCRIPTION:	LOT 20, MONTREAUX, PHASE 1 AF# 200707230124
ASSESSOR'S TAX PARCEL NO.:	P126413

**DECLARATION OF COVENANT**

Know all persons by these presents that the undersigned Grantor, LANDED GENTRY CUSTOM HOME GROUP, LLC, a Washington Limited Liability Company, being the owner in fee simple of the land described below, hereby declares this Covenant, intending to place same on record for the benefit of LANDED GENTRY CUSTOM HOME GROUP, LLC, and its successors and assigns AGrantee@.

WHEREAS, the Grantor herein owns in fee simple certain real property situate in Skagit County, Washington, which will hereinafter be referred to as the "the Grantor's Lot", which is commonly known as 1112 Sumac Place, Mount Vernon, WA 98274, and is legally described as follows:

Lot 20, Plat of Montreaux, Phase 1, as per the map thereof recorded at Auditor's File No. 200707230124, Records of Skagit County, Washington

WHEREAS, the Grantee anticipates the possibility of acquiring a parcel of property lying southerly and immediately adjacent to the Grantor's Lot, which will be hereinafter referred to as "the Adjoining Parcel," which is presently owned by a public utility; in order to make beneficial use of the Adjoining Parcel, portions of the Grantor's Lot may need to be acquired by Grantee through a Lot Line Adjustment process approved by the City of Mount Vernon.

NOW, THEREFORE, the Grantor declares and covenants to and for the benefit of Grantee as follows:

1. Grantor hereby consents to, and by this Covenant does irrevocably agree to authorize the adjustment of the common boundary between the Grantor's Lot and the Adjoining Parcel, in the location depicted on the sketch attached hereto as Exhibit A, through a Lot Line Adjustment process approved by the City of Mount Vernon.

2. In the Lot Line Adjustment process, an easement shall be reserved to Grantor on, over, under and across those portions of the Grantor's Lot depicted on the sketch attached hereto as Exhibit A, for use as a driveway serving the dwelling to be constructed on the Grantor's Lot.

3. This Covenant shall be self-executing. The City of Mount shall accept this Covenant in lieu of a deed or other form of agreement signed by Grantor or any transferee of Grantor during an administrative review of the Lot Line Adjustment application process. Brian Gentry or his designee is hereby designated by Grantor as Grantor's Attorney in Fact for all such purposes, and such designation is binding on any transferee of Grantor following a conveyance of the Grantor's Lot.

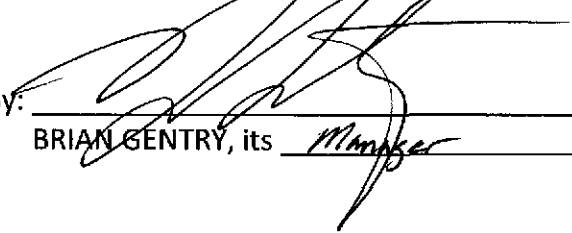
4. Grantor shall receive no compensation for the property conveyed to Grantee in the Lot Line Adjustment, but Grantee shall bear all the costs associated with the Lot Line Adjustment process.

5. This Covenant shall be effective immediately, through and including June 1, 2025 at which time, if no Lot Line Adjustment has been previously approved by the City of Mount Vernon, it shall be of no further force and effect.

6. This Covenant shall run with the land, benefitting and/or burdening same as indicated above, and shall be binding on the parties hereto, their marital communities, heirs, successors, personal representatives, grantees, devisees, assigns and upon any and all parties having or in any other way acquiring any right, title, or interest in the Property or any part thereof.

DATED this 7<sup>th</sup> day of April, 2015.

GRANTOR: ~~LANDED GENTRY~~ CUSTOM HOME GROUP, LLC

By:   
BRIAN GENTRY, its Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that BRIAN GENTRY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of LANDED GENTRY CUSTOM HOME GROUP, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7<sup>th</sup> APRIL, 2015.



Diana K. Whitney  
NOTARY PUBLIC for the State of  
Washington. My Commission  
expires 15 MAY 2017

Exhibit "A"

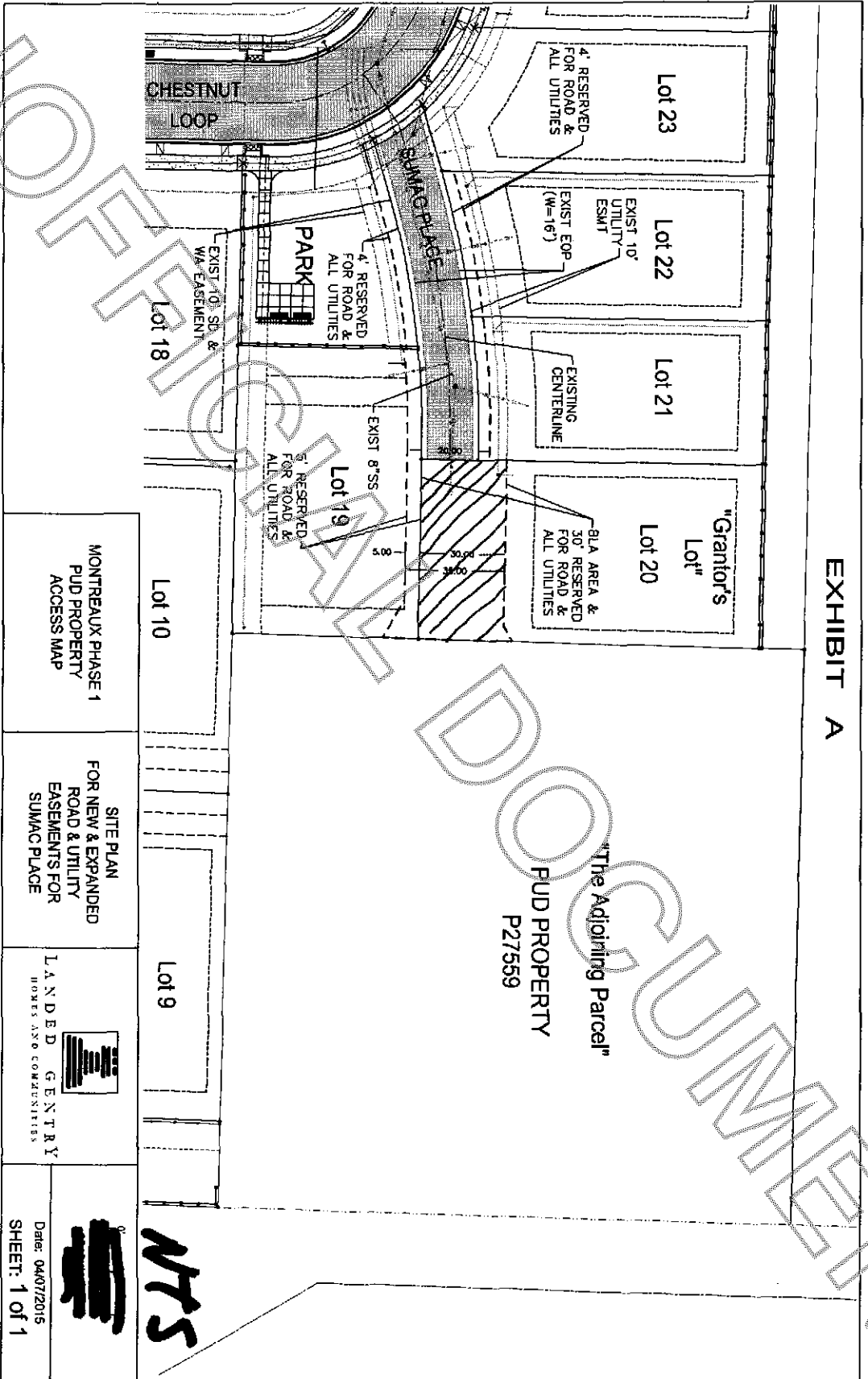


EXHIBIT A

MONTREUX PHASE 1  
PUD PROPERTY  
ACCESS MAP

SITE PLAN  
FOR NEW & EXPANDED  
ROAD & UTILITY  
EASEMENTS FOR  
SUMAC PLACE

LANDED GENTRY  
HOMES AND COMMUNITIES



Date: 04/07/2015  
SHEET: 1 of 1

**NTS**

**NTS**