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RECORDED AT THE REQUEST OF:
Lekcinton Acres Community Association
8351 Lekcin Lane
Concrete, WA 98237

Document Title: ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEKCINTON ACRES

Reference Nos: 200509190140, 201507270171

Declarants: Lekcinton Acres Community Association (LACA) which members are Lekcin Lane property owners Lots 1-11

Legal Description: Lekcinton Acres, Sect. 18, TwN 35N, Rng 8E, W.M. Lekcin Lane Lots 1-11, Parcel Nos. P123378, P123379, P123380, P123381, P123382, P123383, P123384, P123390, P123391, P123392, P123393 Acct nos 4870-000-001-0000 through 4870-000-011-0000

Registered Agent Office Tax Parcel: P123384 (lot 7)

Declaration of Covenants, Conditions, and Restrictions

*Changes are approved by LACA membership in majority vote process:
Changes are in **bold**. Text that is ~~struck through~~ is deleted and text that is underlined is added.*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR for Lekcinton Acres LOTS 1-11

THIS DECLARATION OF COVENANTS, CONDITONS, AND RESTRICTIONS ~~FOR~~ **for** Lekcinton Acres is made this _____ day of _____, 2016 by ~~Glenn and Karen Nickel Lekcinton Acres Community Association, a homeowners association,~~ **Lekcinton Acres Community Association, a homeowners association,** "Declarants".

Declarants are the ~~owners of the development known as Lekeinton Acres~~ **members of the homeowners association, Lekcinton Acres Community Association, herein referred to as LACA, and are owners of the property on Lekcin Lane, lots 1 - 11, Located in Skagit County, Washington, referred to herein as located in Skagit County, Washington, and herein referred to as the "Property" and M more particularly described as follows See Exhibit "A" Lots 1-11, Acct. nos 4870-000-001-0000 through 4870-000-011-0000.**

The declarants desire to subject the Property to the provisions of this Declaration of Covenants, Conditions, and Restrictions, hereinafter the "Declaration", and to have the construction of the residences and other improvements thereon completed so as to establish and maintain a living environment of the highest quality for the Owners of the lots contained within the Property and their successors, in the manner intended by the Declarants. For the above reasons, the Declarants hereby declare that all of the Property subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants and conditions which are **for** the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any portion thereof, and their respective heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS

A.

1.1 Lot(s) shall mean and refer to any portion of the Property that is created as a legal Lot of record for purpose of sale.

B.

1.2 Owner shall mean and refer to one or more persons, Declarants, who or which ~~O~~owner owns fee simple title to any Lot. In the event that there is a real estate sale contract covering any Lot, the ~~O~~owner of such interest shall be the purchaser under said contract and not the fee simple title holder.

~~C. Voting — In all cases where a vote of the members of the Association is called for, each lot owner shall have one vote. Where a lot is owned by more than one person, they shall designate one owner who will cast the vote.~~

~~D. Board of Directors — The Board shall be elected by a vote of the members of Lekeinton Acres Community Association. The board shall be comprised of President, Vice President, Secretary, Treasurer, and a member at large so as to create a Board of Directors and maintain an odd number board not to be less than five directors.~~

1.3 Bylaws (bylaws) shall mean the bylaws of the LACA homeowners association which include specifications on the structure and operations of the association including but not limited to voting rights for Owners, establishment of the Board of Directors, funding and dues payments.

II. GENERAL USE RESTRICTIONS AND REQUIREMENTS

2.1 Maintenance of Sanitary Services and Utilities: All water, electrical and septic lines within the boundaries of any Lot shall be maintained in good order and repair by the Owner thereof and any work respecting the repair of maintenance of the same shall be performed with diligence and without any undue disturbance to the occupants or Owners of other Lots except as may be reasonably necessary to accomplish such repair or maintenance work. It being recognized that the utility lines may be owned by third parties,

including but not limited to utility companies, the Owners agree to request that any utility company performing repairs or maintenance abide by this same standard.

2.2 Use of Lots: Use of all lots within the development shall be limited to private, single family dwelling and accessory outbuildings. ~~The Private~~ single family dwelling shall be a minimum of 1000 square feet (living space) and will conform ~~with all to~~ Skagit County ordinances and plat conditions, including without limitation critical area, zoning, setback, and building code, regulations, Uniform Building code, and State of Washington electrical code ~~before Occupancy~~ compliance shall be confirmed by final inspection and Certificate of Occupancy.

2.3 Maintenance of Lot: Each Owner shall maintain their Lot in a neat and orderly appearance. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Lot, nor shall any nuisance odors be permitted to exist or ~~operate be generated~~ upon or arise from the Lot(s), so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the person(s) occupying any other portions of the Property. Noxious ~~or offensive activities~~ weeds shall be controlled. ~~a~~Activities generating loud noises, dust, water pollution, light pollution, or release of hazardous substances shall not be ~~carried~~ allowed on ~~in~~ any Lot and each Owner, his family, tenants, guests, invitees, servants, contractors and agents shall refrain from any activity or use of a Lot which could cause disorderly, unsightly, or unkempt conditions which are a nuisance to the occupants of other portions of the Property.

2.4 Unkempt Lots: The Vice President of Lekcinton Acres Community Association ~~shall have the right at all times, but shall not be under obligation, to enter or hire a Contractor/Landscaper to enter upon all lots of said property will receive and investigate complaints and report all complaints and findings for Board evaluation.~~ Evidence of non-compliance with the Lot Maintenance conditions and requirements applicable to Homeowners, their tenants and guests shall also be presented to the person or persons who hold membership in the Association with a written request for corrective action. Under the direction of the duly elected board of the Association, the Vice President may enter an unkempt lot for the purpose of taking remedial action or hire a Contractor after notice of intent to enter upon a particular lot to perform necessary maintenance, to care for, cut the grass upon, and remove or destroy weeds and rubbish from any such lot if the ~~Owner thereof~~ shall not have corrected ~~any~~ such condition after receipt of reasonable notice, Costs incurred for the purpose of maintaining an attractive overall appearance for said property and correcting failure to maintain a lot shall be to charge the Owner or Owners of the lot(s) the actual cost for services rendered in alleviating any such unsightly condition, which charge may if unpaid by lot Owner, charged to the Owner or Owners of the lot(s). The receipt of an invoice or invoices for the actual cost of services rendered in alleviating any failure to maintain a lot or lots shall if unpaid by lot Owner 30 days after mailing to the Owner's last known address constitute a lien against the lot(s) enforceable as provided for in the case of dues, assessments and maintenance per these CCR's.

2.5 Motor vehicles, Trailers, Boats, etc.: ~~Two operative motor vehicles~~ A maximum of four operative motor vehicles may be kept or stored outside at all times. This restriction includes but is not limited to cars, trucks, UTV's, RV's, boats/trailers and utility trailers. Vehicles of guests may be kept outside for a period of two weeks unless permission from the Board of Directors is granted for a longer period of time. ~~Only one~~ (1) No inoperative car, boat, trailer, motor home or other item of (unused, unusable and/or in disrepair) vehicles, trailers, boats or equipment may shall be stored left outside or kept on any portion of the property. of permanent roofed enclosure unless specifically approved by the LACA Board. If more than one inoperative vehicle or item then said item shall be stored inside a garage or separate enclosed storage building. All vehicles must display current license tabs (if applicable).

2.6 Pets: Domestic animals are allowed and should be kept at a manageable number not to exceed three outside animals so as not to create a nuisance for the neighborhoods and community. Owners shall keep their dogs properly contained to their own Lot(s) to prevent straying to other portions of the Property and must keep their dogs on leash or under voice control when off their own Lot(s). ~~The Board of Directors for Lekeinton Acres Community Association shall have the authority to manage any concerns or complaints regarding pets and animals within Lekeinton Acres. Outside female cats shall be spayed.~~ Commercial kennels are not permissible. ~~Horses are permissible on parcels of 1 acre or greater in size. The area must be kept as clean as possible and free of large accumulations of manure so as to prevent any noxious odors. The Lekeinton Board of Directors shall determine whether other types of animals are permissible and set forth any guidelines regarding the type and number of animals allowed.~~

2.7 Agricultural/Farm Animal/Livestock restrictions. LACA membership requires adherence to a requirement that there shall be no livestock or farm animals kept on any of Lots 1-11. This restriction includes but is not limited to horses, cows, pigs, goats, sheep, roosters, chickens, hens, and other fowl. LACA Board has final authority to determine compliance with these requirements and has final authority to manage any concerns or complaints regarding pets and any animals within the Property.

2.8 Commercial or Oversized Vehicles: No commercial or oversized Vehicles as defined by the Board of Directors are permitted to be stored, situated or parked permanently on any Lot or for more than two days on any Lot without permission of the Board of Directors. Such permission may be given by the Board of Directors in the event of a specifically approved architectural or site improvement project which has been approved by the Board of Directors. Permission for temporary storage of such vehicle(s) must be requested in writing to the Board of Directors before any temporary storage, situation, or parking can begin. At the present time, vehicles which are subject to these restrictions include but are not limited to cement mixer trucks, log trucks, commercial long haul trucks, trucks with ladders extending past the length of the truck, dump trucks, heavy equipment trailers. None of these vehicles are allowed to be sited on any Lot except during approved

construction, repair or maintenance work on a Lot or on residential or outbuildings on a Lot. Recreational boat trailers, utility trailers under 5 ton rating and recreational vehicles are exempt.

2.9 Mobiles: No mobile/manufactured or modular homes shall be located on any Lot within the Property.

2.10 Residential Use Only: No commercial venture or business shall be conducted on any Lot, with the exceptions of home offices, home hobby or craft businesses where the home or shop are not used as the main store. These exceptions shall be allowed.

2.11 Political Signage: Political signage is permitted to be displayed 45 days before an Election and must be removed 7 days after the Election. No political signage is permitted in any common area of the Property. "Political sign" means a sign that attempts to influence the outcome of an election, including supporting or opposing any candidates or issues in the election, and also including supporting or opposing the circulation of a petition for a ballot measure, question or proposition or the recall of a public official.

2.12 Garage Sales: Garage sales are not permitted.

2.13 Temporary Buildings and their usage: Temporary shelters or structures including but not limited to outdoor or separate basements, tents, live-in campers, RV's or similar vehicles, garages or other outbuildings shall not be used on any lot as temporary or permanent dwellings except during the course of construction. Temporary shelters or structures used during the course of construction shall be removed immediately upon completion of construction.

2.14 Renters and Overnight Guests: Lot Owners and/or leaseholders have the right to rent or lease their real property in compliance with the Federal Fair Housing Act, 42 U.S.C. 3604 subject to the following restrictions:

A. Prior to occupancy, tenants shall provide the member (landlord) and LACA with a signed copy of the LACA "Tenant Information and Statement of Understanding" agreement.

B. Members (Lot/home Owner) are the party responsible for proper conduct of tenants. Tenants shall be subject to all CCR's herein and to general rules/regulations of LACA.

C. Membership and voting rights in LACA continue to reside with the Lot Owner (not the renter).

D. Renting and leasing for terms of less than 30 days is not permitted.

E. Renting and leasing is only permissible for a Single Family Occupancy.

F. Lot Owner (landlord) will be held fully responsible for any actions of any tenant(s) constituting non-compliance with CCR's and bylaws.

In any case where overnight visitors will be staying on Lots 1-11 with consent of a LACA property owner for longer than 7 nights, a LACA Board member must be notified (by phone, in person or in writing). This notification will be used to communicate to all LACA property owners of the possible presence of visitors to the Lekcinton Acres area in order to protect the visitor(s) and ensure the safety of the community. LACA property owners are encouraged to advise a LACA Board member of overnight guests even if their visit is less than 7 nights for safety purposes.

2.15 Use of Firearms and other Weapons: The use of firearms, bows, fireworks and explosives is prohibited. Explosives may be required for construction purposes on said Property.

III. IMPROVEMENT STANDARDS

3.1 Architectural Control: No permanent building, structure or fences shall be placed or erected upon any ~~Lot, tract, or parcel~~ of said Property which in its construction does not conform to the Skagit County and State of Washington building and Electrical code and health regulations and the requirements of LACA or the committee responsible. No building or structure shall be erected, placed, expanded, remodeled, or altered on any lot, tract, or parcel of said property until the construction plans and specifications including a site plan and exterior color schemes have been submitted to and approved in writing by the committee responsible prior to the commencement of any such construction work. The work of cConstruction of all buildings and structures shall be prosecuted diligently and continuously so that not more than one year elapses from commencement (the date of excavation for the foundation) to completion of the exteriors including painting or other suitable finish. All buildings or structures shall be new construction and the material used for exterior finish shall be wood, stone, brick, glass, concrete or other material acceptable to the committee responsible.

3.1.1 Setbacks: LACA membership mandates adherence to a stricter property sideline setback than currently prescribed by Skagit County Long Card requirements. All LACA property owners are required to adhere to an 8 foot "adjacent building lot" setback for any permanent structure on the property.

3.1.2 Specifications and Architectural Committee: An architectural committee may be appointed at any time by the LACA Board for the purpose of evaluating any new construction and any changes to the exteriors of existing permanent structures on any of Lots 1-11. The Architectural Committee shall be comprised of a Chair and two other LACA property owners. The Committee shall evaluate all requests for permission to make property improvements (exterior to residence) by ensuring that such change(s) preserve the safety and property interests of all LACA property owners and that any improvements comply with all State and County building codes. Arbitrary rejections of proposed property improvements shall not be tolerated and shall be cause for dismissal from the Committee. Where there is a dispute between

the Architectural Committee and the LACA property owner(s), the LACA Board will have final authority to resolve the dispute and will issue a final decision in writing to the property owner.

3.2 Improvements in General: All improvements to the Lots shall be designed and completed in a workmanlike and timely manner and in accordance with all applicable rules and regulations.

3.3 Underground Utilities: All permanent utility connections including electrical, telephone and television, shall be located underground throughout ~~Lekeinton Acres~~ **the Property.**

3.4 Permitted Improvements: No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any Lot except for ~~(a)~~ one single family dwelling and ~~(b)~~ garages, carports, barns, and **outbuildings** accessory to a single family dwelling, ~~(c) accessory dwelling units.~~ **All must be consistent with applicable Skagit County Code.**

3.5 ~~Setbacks: Setbacks from any property line shall comply with the standards set forth by Skagit County code.~~ **Fuel Tanks: No fuel tank shall be maintained above ground unless properly screened in a manner acceptable to Skagit County Code.**

3.6 ~~Mobiles: No mobile/manufactured homes shall be located on any lot within Lekeinton Acres.~~ **Outside Fires: Outside fires may be built and maintained only as permitted by governing authorities of Skagit County and State of Washington.**

3.7 ~~Temporary Buildings: No temporary building shall be erected, maintained or located upon any Lot except such temporary buildings as may be necessary for the shelter and housing of tools and building equipment during the period of actual construction of any single family dwelling, garage, barn or other outbuilding. No temporary structure, basement, tent, garage or any other outbuildings shall be used on any lot at any time as a dwelling except during the course of construction, whichever is sooner, Provided however that said temporary building shall be removed immediately upon completion of construction.~~ **Refuse-Waste: No lot shall be used or maintained as a dumping ground for rubbish, waste or junk of any kind. Trash, garbage, or other waste shall be kept in sanitary containers and removed from the Property promptly. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.**

3.8 ~~Fuel Tanks: No fuel tank shall be maintained above ground unless properly screened in a manner acceptable to Skagit County Code.~~ **Nuisances: No noxious or offensive activity shall be carried out upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.**

~~3.9 Outside Fires: Outside fires may be built and maintained only as permitted by governing authorities of Skagit County and the State of Washington.~~

~~3.10 Refuse—Waste: No lot shall be used or maintained as a dumping ground for rubbish, waste or junk of any kind. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.~~

~~3.11 Nuisances: No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Lekeinton Acres Community Association shall determine what activity is noxious or offensive and such determination shall be conclusive.~~

~~3.12 Use of Firearms and Explosives: The use of firearms, bows, fireworks and explosives is prohibited. Explosives may be required for construction purposes on said property.~~

IV. ROAD USE AGREEMENT

4.1 Private Roadway: The private roadway named Lekcin Lane depicted on the face of the recorded plat of Lekcinton Acres shall be used and maintained by the LACA homeowners association consistent with the provisions contained herein for the benefit of Lots 1 through 11, ~~of said Lekeinton Acres and as it shall be established in the Articles of Incorporation and/or Bylaws of the Lekeinton Community Association.~~

4.2 Maintenance: The foregoing agreement shall be construed consistent with the following provisions governing maintenance, repairs, drainage, and improvements:

(a) ~~A.~~ A. If to repair damage caused in a single incident or identifiable incidents by one Owner, then the costs will be paid by that Owner.

(b) ~~B.~~ B. If performed for the benefit of one Owner, costs will be paid by that Owner.

(c) ~~C.~~ C. If to repair ordinary wear and tear, frost, weather, drainage, flooding, earth movement or similar damage, ~~at the equally shared cost and expense of all of the Lot Owners utilizing the roadway.~~ then the cost will be equally shared by all Lot Owners. Any repairs and/or improvements shall be voted upon by Lot Owners ~~with a 75% majority vote and to proceed must be passed with a majority vote.~~

(d) ~~D.~~ D. In the event that ~~other~~ Lot Owners and/or Contractors, Sub-Contractors and Suppliers begin utilizing the road during the course of construction, those Lot Owners shall share equally in the costs of maintenance of Lekcin Lane and the cost of improvements that occur following the commencement of their use.

(e) ~~E.~~ E. Street signs, traffic control and entrance signs in and for Lekcinton Acres shall be the responsibility of ~~all Lot Owners~~ the LACA homeowners association. If signs are damaged, worn, stolen, or become illegible, tore down, or stolen, the sign shall will be replaced in compliance with any applicable Skagit County Sstandards.

V. DRAINAGE CONTROL, FIRE TANK, AND SECURITY GATE

5.1 Responsibility Drainage easements: There exists for the benefit of Lekcinton Acres ~~D~~rainage Easements for ~~the~~ which any maintenance and repairs shall be the responsibility of the LACA ~~H~~homeowner's ~~A~~association ~~for the maintenance of drainage control serving Lekcinton Acres.~~

5.2 Cost Apportionment: ~~Drainage system improvements, maintenance, financing or cost sharing shall be in a manner determined by the Directors of the Association and shall be apportioned in Equal Shares to owners of all the Lots within the boundaries of Lekcinton Acres. All costs of required maintenance, repair or improvement to said drainage system shall be equally shared by Lots 1 through 11.~~ Fire Tank: There exists for the safety and property preservation of the residents and Lot Owners of Lekcinton Acres a 15,000 gallon fire tank supplied to capacity with water from a permitted well on Lot 6 as required by Skagit County and installed prior to the establishment of Lekcinton Acres by the developers, Glenn and Karen Nickel. This tank is located on Lot 6 which grants easement for its siting and usage by the community. Electrical operation of the pump and associated electricity costs, maintenance and repairs of this tank are the responsibility of the LACA homeowners association. Any such costs including but not limited to monthly electricity billings which are paid by the Owner of Lot 6 shall be reimbursed to Lot 6 Owner upon receipt by LACA of such expense/billing receipts.

5.3 Security Gate and Area Lighting: There exists at this time a security gate at the entrance to Lekein Lane. The gate is to provide for security and preserve the safety of Lekcinton Acres residents. The gate is presently controlled by a keypad entrance device which allows the gate to be opened. Backup control is also available via a system of locking bars in the Gate Security box. Access to the gate control devices is governed by LACA and LACA establishes the gate open and close hours. Area lighting is also maintained by LACA. At present, electricity for the gate lighting is provided by and paid for by Owner of Lot 1. Reimbursement for the cost of the electric utility provider shall be paid annually. The amount will be mutually agreed upon by LACA and Lot 1 owner at the annual general meeting. Costs for operation of the gate light other than electricity shall be reimbursed upon receipt by LACA of such expense/billing receipts.

VI. GENERAL PROVISIONS

6.1 Non-waiver: ~~The failure of Lekcinton Acres Community Association LACA or the~~ any other person or Declarant having the right to enforce any of these covenants, conditions, and restrictions ~~or any particular term or conditions~~ hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against ~~the Declarant, or Lekcinton Acres Community Association LACA or~~ such any other such person or Declarant.

6.2 Lot Owner – Costs – Assessments: Each Lot Owner or contract purchaser or person owning an interest in a lot, excluding Declarants covenants for themselves, their heirs, personal representatives, successors and assigns and any lessee or other person using said lot with his or her permission under any arrangement whatsoever that said owner or the described contract purchaser or person having an interest in a lot will pay a pro-rated share of the cost of operation of Lekeinton Acres Community Association. Costs of maintenance and repairs of any of the common elements described herein including but not limited to the Lekcin Lane roadway, the roadway security gate and gate area lighting, the Fire Tank, the Drainage easements, and any common areas will be shared by Lot owners as directed by the LACA homeowners association.

6.2.1. Special Lot Assessment of \$1000 or above: 75% of total vote required to pass For special assessments of \$1000 or above, 75% of the total LACA votes must be received (affirmative) in order to pass such special assessment. This requirement effectively restricts the multiple lot owners from collectively voting in any large assessments over the objections of all other lot owners.

6.3 Lekeinton Acres Community Association (LACA) – a non-profit corporation homeowners association:

There is hereby the a homeowners association named Lekeinton Acres Community Association (hereinafter referred to as the Association LACA) consisting of all owners of the lots shown on the face of the recorded Lekeinton Acres and the survey map of Lekeinton Acres as now existing, their heirs, successors and assigns. Said association shall be a non-profit corporation, organized under the laws of the State of Washington, the members of which shall be the owners of the Lots, on Lekeinton Acres as now existing, established according to the laws of the State of Washington (UBI 602 881 253) whose members are the Owners of the Lots 1-11 of the Property. Said Association is hereby created upon the filing/recording of the covenants and recording of Lekeinton Acres. The Association will own and hold to Lekcin Lane, and buffers within Lekeinton Acres, and drainage easements, fire tank, and common areas, and has established officers, dues, guidelines, etc. to be enforced by the Association elected officers, Articles of Incorporation, and bylaws. Said non-profit corporation shall have The bylaws of LACA which will relate to these protective and restrictive covenants herein and shall be considered in connection therewith. Each Owner of a Lot located in the above named Lekeinton Acres Property shall, by virtue of purchasing or contracting to purchase a Lot in said Lekeinton Acres become a member of that certain non-profit corporation known as Lekeinton Acres Community Association or such other name as shall be adopted, which association shall be responsible for the maintenance and repair of the community road, drainage system, common landscaping and common signage in and for said Lekeinton Acres as determined and set forth in the article of incorporation or by laws or resolutions of said non-profit corporation; and that said corporation shall be authorized to determine the proportionate share of the costs of the maintenance, repair and

~~replacement and services to or in connection with said community road, drainage system, common landscaping and common signage upon individual lots in Lekeinton Acres and to fix the amount to be charged and/or assessed for such maintenance and repair. The term "assessment" shall include all of the charges referred to in this paragraph and document. LACA, pay dues and other fees and assessments as determined by LACA and set forth in rules, CCR's, bylaws or resolutions of LACA. Assessments will include but are not limited to the costs for maintenance or repair of the Lekein Lane roadway, fire tank, security gate and gate area lighting, drainage easements, and common property landscaping. Annual dues shall be established by LACA and notice of same shall be delivered to LACA members within one month of the due date or according to some other procedure as established by LACA. Such annual dues notices will be delivered to the LACA members at their address of record with the LACA Secretary or Email address per any signed waivers. Any fee assessments will likewise be due and delivered in the same manner. Annual dues and other fee assessments shall be due and payable in US currency on such date as established by LACA.~~

~~6.4 LACA Bylaws, and Fees, and these CCR's: These Covenants and all lots subjected thereto or benefiting therefrom shall be subjected to Bylaws and/or Articles of Incorporation of the Association. All lot owners, Except the Declarant, are subject to Association dues, fees maintenance of road and/or other assessments, as may be established by the Association. Such assessments shall be assumed by subsequent purchasers of said individual lots at the time of sale and closing. The dues shall be due and payable on such date as established by the Board of Directors. Within one month from the date of the annual meeting of the membership, the Association shall cause a statement of the annual dues to be mailed to each member at this address of record with the Secretary. Any dues not paid by the established due date shall thereafter be delinquent with interest at the rate of twelve percent (12%) per annum. Upon becoming delinquent, such dues shall constitute a lien upon the lot against which they have been levied, and the corporation may file a statement of said charges and a lien in the proper offices of Skagit County, Washington. A release of said lien shall be filed by the corporation upon payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the corporation. Said lien may be enforced by the corporation as may any lien on real property under the laws of the State of Washington; and if said lien is foreclosed, the member/owner shall be liable for the costs, disbursements and fees shall be secured by such lien. Member shall have, nonetheless, first liability for dues whether by accepting the deed to or by executing a contract to purchase, a lot to which unpaid dues are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section. In the event that any member of this corporation fails for a period of 60 days after the delinquency to pay the dues, this corporation shall have the power to suspend voting privileges until such bill is paid.~~

All Lot Owners shall be subject to these CCR's, all LACA bylaws and Articles of Incorporation and other rules or regulations including dues and other fee assessments of the LACA homeowners association.

6.4.1 Non-compliance with LACA CCR's, Bylaws, or Articles of Incorporation: Any annual LACA dues or other fee assessments not paid by the established due date shall thereafter be delinquent with interest at the rate of 12% per annum. Upon becoming delinquent, such dues shall constitute a lien upon the lot against which they have been levied, and LACA may file a statement of said charges and a lien in the proper offices of Skagit County, Washington. A release of said lien shall be filed by LACA upon payment in full of said dues or fees with all associated costs, disbursements and attorney's fees incurred by LACA. Said lien may be enforced by LACA as any lien or real property under the laws of the State of Washington: and if said lien is foreclosed, the member/owner shall be liable for the costs, disbursements, including reasonable attorney's fees, to LACA, all of which costs, disbursements and fees shall be secured by such lien. If LACA decides to take action to enforce compliance, all legal fees and other expenses incurred by LACA with regard to enforcement of these CCR's shall be reimbursed to LACA by the non-compliant party in addition to any liens or other costs incurred by the non-compliant party which may be associated with the CCR compliance enforcement.

6.4.2 Suspension of voting privileges for non-compliance: In the event any Owner fails for a period of 60 days after the delinquency to pay the dues, assessments or other fees, LACA shall have the power to suspend the voting privileges until overdue dues and fees are paid.

6.4.3 First liability: Any Owner shall have, nonetheless, first liability for dues whether by accepting the deed to or by executing a contract to purchase a Lot to which unpaid dues, assessments or other fees are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this CCR Section.

6.4.4 Payment of Assessments – Liens – Foreclosure: Each Owner shall pay the amount of any such assessments related to Liens and Foreclosure within 30 days after the mailing notice to the Owner of such assessments, together with all expenses, attorney's fees and costs reasonably incurred in enforcing the same. Such fees, assessments and reasonable costs will be a lien upon the Owner's Lot and such lien may be enforced by foreclosure proceedings in the manner provided by law for foreclosure of mortgages, provided only, however, that no proceedings for foreclosure of such liens shall be commenced except upon the expiration of four (4) months from and after the date of said notice (or date of personal service) of assessment as in this Section provided.

~~6.5 Payment of Assessments—Liens—Foreclosure: Each lot owner, except Declarants shall pay the amount of such assessment as hereinafter determined to the aforesaid Lekeinton Acres Community within (30) days after the mailing notice of such assessment to lot owner, and the amount of such assessment, together with all expenses, attorney's fees and costs reasonably incurred in enforcing same, shall be paid by the lot owner and shall be a lien upon said lot, and such lien shall be enforced by foreclosure proceedings in the manner provided by law for foreclosure of mortgages, provided only, however, that no proceedings for foreclosure of such liens shall be commenced except upon the expiration of four (4) months from and after the date of mailing of said notice (or date of proof of personal service) of assessment as in this section provided. Terms of Covenants – Legal Effect: These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons. These CCR's may be supplemented, relaxed, revoked, or amended in whole or in part at any time by an instrument signed by the officers of LACA and upon majority vote procedure of the LACA membership.~~

~~6.6 Community Fire Protection: Fire hydrants and the 15,000 gallon water holding tank on Lot #6 will be maintained and/or repaired at the costs of all Lot owners. In the case of a fire the holding tank must be re-filled with water from the well on Lot #6 within 24 hours following the codes set by the Skagit County Fire Marshall. The electrical cost of refilling the water holding tank will be determined and compensated to Lot #6 owners by the Lekeinton Acres Community Association. Effective Date: This Declaration supersedes any prior Declaration of Covenants, Conditions and Restrictions and shall take effect upon recording.~~

~~6.7 Residential Use Only: No commercial venture or business shall be conducted on any Lot, Excepts in the case of home offices which shall be allowed.~~

~~6.8 Terms of Covenants—Legal Effect: These covenants are to run with the land and shall be binding on all parties and all persons. These covenants may be supplemented, relaxed, revoked or amended in whole or in part at any time by an instrument signed by not less than the majority of the owners of Lots with Lekeinton Acres which instrument must be filed for record in the office of the Auditor of Skagit County, Washington.~~

~~6.9 Effective Date: This Declaration shall take effect upon recording.~~

VII. FINAL AUTHORITY

Final authority to resolve complaints and determine compliance with any of the Covenants, Conditions and Restrictions herein lies with LACA Board of Directors who shall make decisions in such matters in a professional, objective, and timely manner and to the impartial benefit of all Owners and the Property.

