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Skagit County Auditor \$78.00  
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AFTER RECORDING MAIL TO:

LAW OFFICE OF COLE & COLE, P.C.  
P. O. Box 249  
Starwood, WA 98292



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*Re-record To remove The words (operation of noise motorbikes) in section 4*

GRANTOR:	LENZ, THOMAS J. & CYNTHIA L., husband and wife
GRANTEE:	THE PUBLIC
LEGAL DESCRIPTION:	SE¼ NE¼; NE¼ SE¼; SE¼ SE¼; 26-36-4
ASSESSOR'S TPN:	360426-1-007-0005; -4-001-0005; -4-005-0001

**DECLARATION OF USE AND OCCUPANCY  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RIVER VALLEY ESTATES, A LARGE  
LOT SUBDIVISION (PL 05-0201)**

**ARTICLE ONE  
PROPERTY, DECLARANTS**

THOMAS J. LENZ and CYNTHIA L. LENZ, husband and wife, DECLARANTS, are the owners in fee simple of certain real property located in Skagit County, Washington, known by its official plat designation as RIVER VALLEY ESTATES, PL 05-0201, recorded on February 7 2007, in the records of Plats of Skagit County, State of Washington, in Volume     , page     , Auditor's File No. 200702130033

**ARTICLE TWO  
DECLARATION**

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots in RIVER VALLEY ESTATES, DECLARANTS declare that all of the following described real property undergoing development as RIVER VALLEY ESTATES:

That portion of the Southeast Quarter of the Northeast Quarter lying South of the County Road; all of the Northeast Quarter of the Southeast Quarter; and the Southeast Quarter of the Southeast Quarter; EXCEPT the South 990 feet thereof, Section 26, Township 36 North, Range 4 East, W.M., records of Skagit County, Washington,

and each part thereof, herein called the "Property", shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE THREE  
CONSTRUCTION REQUIREMENTS**

Section 1. House Construction. All buildings shall be "stick built." Mobile homes, manufactured houses, modular houses, and prefabricated buildings are prohibited.

Section 2. Siding/Roofing. Siding must be natural wood-appearing, such as board and batten, lap siding, etc. There shall be no metal or fiberglass siding or roofing other than that appearing to be natural wood. All outbuildings shall be of the same siding and roofing as the residence.

Section 3. Minimum Floor Living Area. No construction plan shall be approved unless the first floor of a single story, exclusive of one-story open porches, decks, and garages, has more than 1,800 square feet of usable living area. For two-story homes, the main floor shall be a minimum of 1,500 square feet as defined above.

Section 4. Fences. Any fence which is built must be maintained in an aesthetic manner, so that the fence is not broken, leaning, or otherwise has a shabby appearance. No cyclone fencing is allowed within the sight of the road or neighbor's residential area.

#### ARTICLE FOUR USE AND OCCUPANCY RESTRICTIONS

Each lot in the Property shall be occupied and used only as follows:

Section 1. Reasonable Use. No lot shall ever be used in a fashion which unreasonably interferes with the other lot owners' use and enjoyment of their respective properties.

Section 2. Single Family Residence. Each lot shall be used as a residence for a single family and for no other purpose.

Section 3. Non-Residential Use. No commercial or industrial activity of any kind shall be conducted on any lot except that a home-based business that has no external activity, and hence no impact on the neighborhood, is allowed.

Section 4. Nuisances. Discharge of firearms, fireworks, ~~the operation of noisy motorbikes,~~ excessively loud animals, or other noxious or offensive activity shall be prohibited within the external boundaries of the Property.

Section 5. Waste Disposal. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view. Disposition of any hazardous or toxic waste or material, including any petroleum by-product, onto any lot or into any storm drainage channel or facility shall be prohibited, and the violator shall pay all costs of re-mediation.

Section 6. Excess Vehicles. All inoperative vehicles, and all vehicles not regularly used such as motor homes, trailers, tractors, etc., shall be placed inside a building or otherwise screened from view from any public area and the residential area of the neighboring properties.

Section 7. Temporary Dwelling Prohibited. No outbuilding, basement, tent, shack, garage, recreational vehicle, trailer, shed, or temporary building of any kind shall be used as a residence, either

*Cindy & Larry  
Tom & Jerry  
owner lot 2-3-5*

*STRIKE operation of noisy motorbikes*

*Hollie Turner  
Gary M. Turner  
owner lot 4  
2-21-17*



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temporary or permanent.

Section 8. Speed Limit. There is instituted a speed limit of 20 miles per hour upon the private road within the Property.

ARTICLE FIVE  
GENERAL PROVISIONS

Section 1. Enforcement. DECLARANTS or any owner shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, easements and reservations, now or hereafter imposed by the provisions of this declaration and the plat. Failure by DECLARANTS or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in such an action shall be entitled to all costs and a reasonable attorneys fee.

Section 2. Severability; Construction. Invalidation of any one or more of these covenants or restrictions by court order shall in no way affect any other provisions which shall remain in full force and effect. Use of the singular herein includes the plural and vice versa; masculine, feminine and neutral gender are interchangeable.

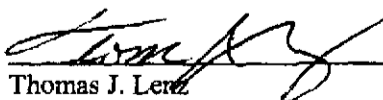
Section 3. Amendment. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than a 3/4 majority of the lots within the Property.

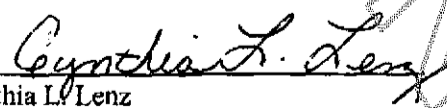
Section 4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to any lot in RIVER VALLEY ESTATES, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any lot owner thereof for a period of twenty years from the date hereof, and thereafter shall continue automatically in effect for additional periods of 20 years, unless otherwise agreed to in writing by the then owners of at least 75% of the lots in RIVER VALLEY ESTATES.

Section 6. Acceptance of Deed Constitutes Acceptance of Restrictions. The acceptance of a deed by the grantee shall constitute an acceptance of all the terms, conditions, limitations, restrictions, and uses to which the property herein conveyed is made.

DATED this 30<sup>th</sup> day of October, 2006.

  
Thomas J. Lenz

  
Cynthia L. Lenz



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Skagit County Auditor



