

WHEN RECORDED RETURN TO:

**GRANDVIEW HOMES, LLC
P.O. BOX 159
ARLINGTON, WA 98223**



201801310067

Skagit County Auditor

\$79.00

1/31/2018 Page

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6 12:23PM

Document Title: Declaration of Covenants, Conditions and Restrictions of
Grantor(s): Grandview Homes, LLC
Grantee(s): The Public
Legal Description: Lots 1-6, FAIRHAVEN COURT 6 LOT SHORT PLAT, BURLINGTON S/P #1-16, RECORDED UNDER AF#201706210035, BEING A PORTION OF LOT 35, PLAT OF BURLINGTON ACREAGE, RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDES OF SKAGIT COUNTY, WASHINGTON.

Assessor's Property Tax Parcel Account No(s): P133730
P133729
P133728
P133727
P133726
P62475

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR FAIRHAVEN COURT

This instrument is made on the date hereinafter set forth by the undersigned, who are the owners of certain land situated in the State of Washington, County of Skagit, known as Fairhaven Court, legally described in Exhibit "A" attached hereto. The undersigned agree and declare that all of said lands are and will be held, sold and conveyed subject to and burdened by the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands. This instrument shall be binding upon all parties having or acquiring any rights, title or interest in said lands or any part thereof, and shall inure to the benefit of the owner thereof and shall otherwise in all respects be regarding as covenants, running with the land.

ARTICLE 1 – DEFINITIONS

In the declaration, unless the context requires otherwise, the following definitions will apply.

- 1.1 **"Development"** shall mean Lots 1 through 6 of Fairhaven Court, recorded as Skagit County Auditor's File No. 201706210035.
- 1.2 **"Land"** means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock or other substance, and includes free or occupied space for an indefinite distance upwards as well as downward, subject to the limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of the State of Washington or the United States.
- 1.3 **"Lot"** shall mean and refer to any plot of land intended for sale by Declarant to the public as indicated on the recorded subdivision map of the development.
- 1.4 **"Owners"** shall mean and refer to the record owner, whether one or more persons or entities of a free or undivided fee interest in any lot which is a part of the properties, including contract purchases, but shall not include a contract seller, a mortgage or beneficiary under a Deed of Trust or those holding record ownership merely as security for the performance of an obligation.
- 1.5 **"Declarant"** shall mean and refer to the Developer who executed this Declaration or any persons or entities to which it assigns its rights as Declarant, or succeeds to its interest.
- 1.6 **"Mortgage"** means a mortgage, deed of trust, or a real estate contract covering a lot or other portions of the property.
- 1.7 **"Declaration"** means the declaration of covenants, conditions, easements and restrictions applicable to the property recorded in the office of the Skagit County Auditor.

ARTICLE II – RESIDENTIAL COVENANTS

The following covenants are hereby imposed upon the use and ownership of the lots in the Development (Exhibit "A").

2.1 **Residential use.** No lot shall be used except for residential purposes. No residence shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, and a private swimming pool, or a shelter or port for the protection of a boat and/or camping trailer kept for personal use, provided that the location of such structure is in conformity with the applicable city regulations, is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Declarant.

The provisions of this section shall not be deemed to prohibit the right of anyone to construct a residence on any lot or to store construction materials and equipment on said lots in the normal course of construction.

2.1.1 **All building structures and construction practices** must be in conformance to all applicable city and State or National building codes including structural, mechanical, and electrical.

2.1.2 **Easements.** Easements for maintenance of utilities and drainage over, under and across the lots are reserved as shown on the face of the recorded plat map and shall not be used for any purpose inconsistent with their original intended use. This shall not be construed as preventing reasonable landscaping of the surface of the ground.

2.1.3 **Temporary Structures.** No temporary structure, trailer, basement, tent, shack, garage, barn or other outbuilding on any lot shall be used as a residence, either temporary or permanent, at any time.

2.1.4 **Fence and Hedges.** No fence shall exceed six (6) feet in height from the finished lot grade. Side yard fences shall not project beyond the front walls of any dwelling and will not extend out to garage. Designs of all fences must be approved in writing by the Declarant prior to construction. Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences.

2.1.5 **Retaining Walls.** Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said wall. No chain link fences will be allowed.

2.1.6 **Offensive Activity.** No obnoxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be, or may become, or would constitute a nuisance under the Burlington City Code or under state law. No offensive noise due to construction of homes shall be permitted between the hours of 8:00 p.m. and 6:00 a.m. unless approved by Declarant.

2.1.7 **Business and Commercial Use.** Except as permitted for below, no trades, crafts, businesses, professions or commercial or similar activity of any kind shall be conducted in the Development. Nor shall any goods, equipment, vehicles, materials or supplies used in connection with trade, service or business be kept or stored on any lot; provided however, that any Owner may store construction materials and use completed residences as sales models. A home business shall not violate this covenant so long as the criteria for "Home Base Business

1" under the Skagit County Code for "Home Based Business 1 under SCC 14.16.730" are met.

- 2.1.8 Signs.** No sign of any kind shall be displayed to the public view on any lot or improvement, except one (1) professionally made sign containing not more than a total of six (6) square feet advertising the property for sale or a "No Trespassing" sign. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner, or placement of a professionally made sign by the Developer, which must comply with the local sign ordinances. This restriction shall not apply to the signs used by the Owner's realtors or agents for sale of the lot.
- 2.1.9 Parking.** Boats, trailers, motorcycles, trucks (except pickup trucks), motor homes, truck-campers and like equipment shall not be parked or stored on any part of the Lot or on the private road except within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery. Provided, however, that such vehicles belonging to guests may occasionally be parked on the lot, but for not longer than fourteen (14) days. No such vehicles shall be parked overnight on the public road. No owners shall permit any vehicle which is in a state of disrepair to be abandoned or to remain parked upon any lot for more than forty-eight (48) hours.
- 2.1.10 Trash or Rubbish.** No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view.
- 2.1.11 Antennae and Service Facilities.** Exterior antennae shall not exceed the height of the roof of any structure. This shall include but not be limited to dish antennae or satellite receivers.
- 2.1.12 Utilities.** No outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunications purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the Development. All owners shall use underground service wires to connect their premises and the structures built thereon to the underground electrical or telephone utility facilities.
- 2.1.13 Driveway.** Driveways for all residences shall be paved with asphalt, concrete, or pavers.
- 2.1.14 Clothes Lines, Other Structures.** No clothes lines or other structure of a similar nature not specifically addressed by these covenants shall be visible from the front street.
- 2.1.15 Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All animal enclosures must be kept in a clean, neat and odor free condition at all times.

2.1.16 **Lot Maintenance.** All lots, whether occupied or vacant, shall be reasonably maintained on a regular basis to conform with surrounding lots, and shall be kept in a neat, clean and sanitary condition.

2.1.17 **Road Maintenance.** Fairhaven Court Owners Association shall maintain the common road in a manner consistent with good practice and as required by any applicable codes, ordinance, laws or regulations. Each homeowner agrees to pay their prorated share of these costs as determined by the Association.

ARTICLE III – ENFORCEMENT

3.1 **Enforcement.** The Declarant and any lot owner shall have full power and authority to enforce the covenants in this declaration in any proceedings of law or in equity against the person or persons violating or attempting to violate said covenants, and to recover damages sustained by reason of such violation. If the Declarant or any lot owner employs counsel to enforce any of these covenants, all expenses incurred in such legal process, including reasonable attorney's fees, shall be paid by the lot owner violating the covenants.

ARTICLE IV – AMENDMENT

This declaration may be amended or repealed only by duly recording a written instrument which contains an agreement providing for termination and revocation or amendment which is signed by not less than a simple majority or fifty-one percent (51%) of the lot owners. No amendment of this declaration shall be made during the development period without the unanimous vote of all lot owners.

ARTICLE V – COVENANTS RUNNING WITH THE LAND

The covenants, conditions, easements and restrictions contained in this declaration shall be deemed to run with the land, shall be a burden and benefit upon the lots and all other portions of the property, shall be binding upon all persons acquiring or owning interest therein, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE VI - NOTICES

Any notice permitted or required to be delivered under the provisions of this declaration may be delivered either personally or by mail. If delivery is by mail, such notices shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States Mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given in writing by such person to the Association. Notice to a lot owner or owners shall be sufficient if delivered or addressed to the address of the lot.

ARTICLE VII – SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision or portion shall not affect the validity or enforceability of any other provision hereof.

ARTICLE VIII - INTERPRETATION

The provisions of this declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of the property.

ARTICLE IX - EFFECTIVE DATE

This declaration shall take effect upon recording with the Skagit County Auditor's Office.

For: Declarant

Grandview Homes, LLC

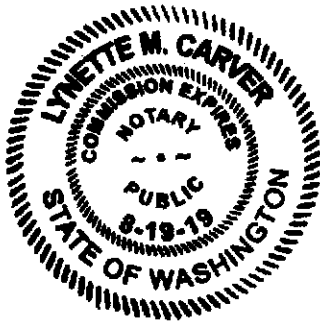
Date: 1/30/2018



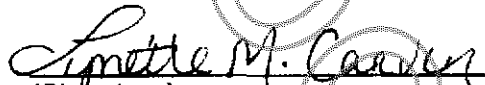
Scott Wammack, Managing Member

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that **Scott Wammack** 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 **Managing Member** of **Grandview Home, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated:


(Signature)

Notary / Arlington WA
Title

My appointment expires: 8-19-19