

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Daric & Linda Mohler  
12371 Timber Land  
Sedro Woolley, WA 98284



Skagit County Auditor \$78.00  
3/6/2018 Page 1 of 5 11:30AM

*Land Title and Escrow*

*01-166379-  
OE*

DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS

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Grantor (s) DARIC MOHLER & LINDA MOHLER, husband and wife  
Grantee (s) DARIC MOHLER & LINDA MOHLER, husband and wife  
Abbreviated Legal: Ptn Lots 4,5,6&7, Block A, Riverside Addition to Town of Mount Vernon  
Additional Legal on page(s)  
Assessor's Tax Parcel No's: P54218, 3755-012-005-0118; P54220, 3755-012-006-0018

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A. RECITALS

This Declaration is made with reference to the following facts and conditions:

1. The undersigned, DARIC MOHLER & LINDA MOHLER, husband and wife (hereinafter "Declarant") are the owners in fee simple of the following described real property located in the City of Mount Vernon, Skagit County, Washington:

Parcel A

Skagit County Assessor's Parcel Number P54218

The North 40 feet of Lots 4 and 5, Block A, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON," as per plat recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington.

Situate in the City of Mount Vernon, Skagit County, Washington.

Parcel B

Skagit County Assessor's Parcel Number P54220

UNOFFICIAL SUBMIT

Lot 6 and the South ½ of Lot 7, Block “A”, “MAP OF THE SUPPLEMENTARY SURVEY OF BLOCK “A” IN RIVERSIDE ADDITION TO MT. VERNON, SKAGIT CO., WASHINGTON,” as per plat recorded in Volume 2 of Plats, page 46, records of Skagit County, Washington.

Situate in the City of Mount Vernon, Skagit County, Washington.

2. The Declarant desires to provide the means to enforce the rights and reservations provided in this Declaration.

3. Declarant owns Parcel A and Parcel B, the property described in Paragraph 1 above. The Declarant desires to have Parcel B of the property described above, be subject to this Declaration.

B. DECLARATION

The Declarant hereby certifies and declares that the following covenants, conditions, reservations and restrictions shall inure and be binding upon the respective owners of both Parcel A and Parcel B, as identified above, and the Declarant further declares that both Parcel A and Parcel B, as identified above, are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, reservations and restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of both Parcel A and Parcel B, as identified above, and every part thereof. All of the following covenants, conditions, reservations and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof.

1. GENERAL USE RESTRICTIONS AND REQUIREMENTS

Parcel B shall not be used as or for any of the following:

- a. Tattoo parlor;
- b. Cannabis grow, marketing or sales;
- c. Adult bookstore, films or other adult media;
- d. Sale of Smoke, tobacco or vaping supplies;
- e. Any use not permitted by all applicable codes and regulations.

2. ENFORCEMENT

The Declarant shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, and/or reservations imposed by this Declaration. The failure of the Declarant or of any owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the

enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

3. GRANTEE'S ACCEPTANCE

The grantee of Parcel B, as identified above, subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent owner of , accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein, including the jurisdiction, rights and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and to and with the grantees and subsequent owners of Parcel A and Parcel B, as identified above, to keep, observe, comply with and perform all obligations set forth herein.

4. SEVERABILITY

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

5. PARAGRAPH HEADINGS

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

6. NO WAIVER

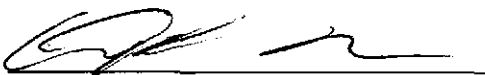
The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

7. TERMINATION

The provisions of this Declaration shall automatically terminate upon the earlier of: (i) January 1, 2040; or (ii) sale or transfer of Parcel A to a person other than DARIC MOHLER or LINDA MOHLER, or any entity which is not wholly owned by either DARIC MOHLER and/or LINDA MOHLER.

DATED this 28<sup>th</sup> day of February, 2018.

DECLARANTS



DARIC MOHLER



LINDA MOHLER

Declaration of Covenants, Conditions, Reservations and Restrictions



State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that LINDA MOHLER is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 5, 2018

Karen Ashley  
(Signature)

NOTARY PUBLIC

Karen Ashley  
Print Name of Notary

My appointment expires: 9-11-2018

