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Skagit County Auditor

Document Title:

Amendment Covenants

Reference Number (if applicable):

200804070095

Grantor(s):

additional grantor names on page 5.

1) Raymond P. Tompkins

2) _____

Grantee(s):

additional grantor names on page ____.

1) public

2) _____

Abbreviated Legal Description:

full legal on page(s) ____.

Lots 1-4 SP 04-0308
06/35/05

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ____.

P38517

**Short Plat , Trinity Lane in Sedro-Woolley Washington
First Revision of Covenants, Conditions and Restrictions**

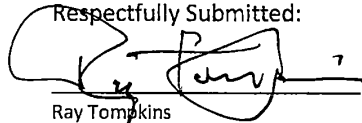
These revised, protective restrictions and covenants for the property described on EXHIBIT A, supersede and replace all previous versions and addendums to:

DECLARATION OF RESTRICTIVE COVENANTS made by Ron Kitchener and Renee Kitchener, husband and wife, and Raymond Tompkins and Dolly Tompkins, husband and wife, on April 4, 2008:

RECITALS

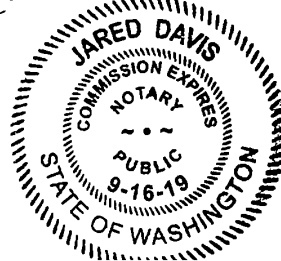
- A. Ron Kitchener and Renee Kitchener, husband and wife, and Raymond Tompkins and Dolly Tompkins, husband and wife (hereafter referred to as "declarants") are owners of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein.
- B. The property described on EXHIBIT A is a proposed short plat consisting of 4 lots. An illustration of the proposed short plat is attached hereto as EXHIBIT B. Following recordation of the plat the property will be described as:
 - Lots 1 though 4, Skagit County Short Plat NO 04-0308, approved 12/03/2004, recorded 12/03/2004, under Auditor's File No. 200412030118, records of Skagit County, Washington.
- C. The declarants desire to subject said short plat, hereafter referred to as "the property," to restrictions and covenants set forth here in to protect the value and desirability of the property. It is the intent of the declarants that these covenants enhance good neighbor relations among the affected property owners.
 Therefore, to accomplish the foregoing purposes, the declarants hereby publish and declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied, and improved subject to the following covenants and restrictions, which shall run with the land and be a burden upon, and benefit to, the declarants and to any other person, firm, corporation, or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their leases, guests, heirs, executors, personal representatives, heirs, and assigns.

Respectfully Submitted:


 Ray Tompkins

On this 29th day of May in the year 2019, before me, a Notary Public in the State of Washington, personally appeared Ray Tompkins, Ron Kitchener, and Renee Kitchener, known to me as the declarants Declaration of Restrictive Covenants in Short plat No. 04-0308, whose name a ascribed to within instrument and acknowledged to me that said owners have agreed to the same.





Revision, 4/18/2019,

of CCRs for owners of lots 1 through 4, Skagit County Short Plat NO 04-0308, approved 12/03/2004, recorded 12/03/2004, under Auditor's File No.200412030118, records of Skagit County, Washington.

Be it understood that the longest-term owner/resident of this plat shall be responsible for recording any changes to these CCRs agreed to by 3/4th of its owners.

1. **Dwelling restrictions.** No mobile homes, prefabricated homes or premanufactured homes, or modular homes shall be located on any lot either on a temporary or permanent basis. All structures shall be on-site, "stick built," construction.
2. **Dwelling size.** The size of any new dwelling constructed shall be consistent with the size of the existing dwelling(s) and home(s) in the plat.
3. **Construction.** There is an existing home and barn on proposed Lot1 of the proposed short plat. With respect to the remaining lots and any new construction, all structures shall be of new construction and construction shall not be commenced until a building permit is obtained.
4. **Completion of Construction.** Any dwelling or structure constructed on any lot shall be completed, including painting and exterior appearance within nine (9) months from the date construction started.
5. **Design and Overall Appearance.** It is the intent of the declarants that all construction, including buildings, remodeling, and fencing within the plat, present a generally harmonious and high quality exterior appearance, including exterior color, in order to maintain the marketable value of each property within the short plat.
6. **Nuisance.** No noxious or offensive activity shall be carried out on any lot, nor shall anything be done or maintained on any lot which may be or may become an annoyance or nuisance to any owner's use and enjoyment of he or her lot. Offensive activity includes excessive noise, such as loud music, barking dogs, and machinery that disturbs the neighbors' peace and quiet and interferes with quiet enjoyment of the neighborhood.
7. **Derogation of laws.** No owner or occupant of any lot shall carry on any activity of any nature on any lot that is in derogation of or in violation of the laws of the State of Washington, Skagit County, or any other applicable municipality or governmental body.
8. **Garbage.** No lot shall be used as a dumping ground for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal out of public view.
9. **Usage.** No lot shall be used in a fashion that unreasonably interferes with another lot owner's right to the use and enjoyment of his or her lot.
10. **Vehicles in disrepair.** No owner shall permit any vehicle that is in a state of disrepair to remain parked in front of the residential dwelling on any lot for a period exceeding thirty (30) days. A vehicle will be deemed to be in a state of disrepair when it has not been moved for a period of thirty (30) days and it is not operable in its current condition.

11. **Vehicles and Parking.** No boats, trailers, recreational vehicles, or trucks (other than "pick-up" type trucks) shall be parked on the street in front of any lot. No overnight parking shall be permitted on Trinity Lane. Trinity Lane must remain clear and unobstructed for access by emergency vehicles.

Operation of "off road" motor vehicles is absolutely prohibited. The term "off road" motor vehicles includes, but is not limited to, snowmobiles, dirt bikes, dune buggies, all-terrain vehicles, go-carts, dune cycles, mini-bikes, golf carts, and any other motorized vehicle that is not equipped or registered for operation on the highways of the State of Washington. The term "off road" vehicles does not include construction equipment, farm machinery, lawn mowers, or other lawn maintenance and landscaping equipment.

12. **Maintenance of structure and grounds.** Each owner shall maintain his or her lot in a clean and attractive condition and shall keep the buildings thereon painted, landscaping maintained, and the lawn mowed. The open space areas shall be kept clean of noxious weeds and mowed as needed.
13. **Landscaping.** Lawn must be in place within ninety (90) days and remainder of front yard landscaping must be completed within one year of issuance of the final occupancy permit.
14. **Enforcement of declarants.** So long as the declarants, or any of them, remain owners of any of the property, declarants will attempt to maintain compliance with these restrictions and covenants by all property owners. However, this does not eliminate the right of any other property owner to take action to enforce the covenants as set forth in paragraph 16, below, and the declarants do not assume any obligation to enforce or seek enforcement of the covenants and restrictions contained here in and shall have no liability for their enforcement or nonenforcement.
15. **Covenants to run with the land.** The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation, or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal representatives, heirs, and assigns.
16. **Enforcement.** Each lot owner, including the declarants if the declarants, or any of them, is a lot owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter. It is the intent of these covenants and restrictions to maintain an attractive and enjoyable neighborhood whose property values are not diminished by the actions or decisions of its owners.
17. **Attorney' Fees.** In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

18. **Amendment.** This declaration may be amended, or new covenants or restrictions added, if approved by the owners of seventy-five percent of the lots. Any such amendment or addition must be executed and acknowledged by the owners of seventy-five percent of the lots and recorded with the county auditor. For the purposes of this provision, each lot, regardless of size, value, or number of owners shall be allocated one vote. It shall be the responsibility of the owners of the lot to decide how to cast the vote for the lot. The amendment shall be effective upon recordation.

19. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall have no effect on any of the remaining provisions, which shall remain in full force and effect.

Approved by:

| | |
|--------------------------------|---|
| _____ | Owner of Lot 1, 24017 Trinity Lane, Sedro-Woolley, WA 98284 |
| <u>Eric Ward</u> 5/13/19 | Owner of Lot 2, 24032 Trinity Lane, Sedro-Woolley, WA 98284 |
| <u>Shirley Barthel</u> 5/13/19 | Owner of Lot 3, 24054 Trinity Lane, Sedro-Woolley, WA 98284 |
| <u>Ronald Thompson</u> 5/13/19 | Owner of Lot 4, 24072 Trinity Lane, Sedro-Woolley, WA 98284 |