

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Kelvin Beaton
P.O. Box 205
Burlington, WA 98233

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02/24/2021 08:48 AM Pages: 1 of 6 Fees: , '9
Skagit County Auditor

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Documents Referenced: 200908170135

GRANTOR: KELVIN BEATON, a single man

GRANTEE: THE PUBLIC
KELVIN BEATON, a single man

Abbreviated Legal: Lots 1-4 and Tracts A-F, S/P #PL07-0919, Ptn SW and SE, S7, T35N,
R6E, W.M.

Additional Legal on page(s): See Exhibit A

Assessor's Tax Parcel Nos.: P40810, P40811, P40812, P128427, P128191, P128689, P128690,
P128691, P132607, P117904

This Declaration is made on the date hereinafter set forth by the undersigned, who is the Owner of certain land situated in the State of Washington, County of Skagit, described in Exhibit "A" attached hereto. The undersigned agrees and declares that all of said lands are, and will be, held, sold and conveyed subject to and burdened by the following easements, restrictions, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands. This Declaration shall be binding upon Declarant and all parties having or acquiring any right, title or interest in said lands or any part thereof, described in Exhibit "A" attached hereto, and shall inure to the benefit of the Owners thereof and shall otherwise in all respects be regarded as covenants running with the land.

1. ARTICLE 1 - DEFINITIONS

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

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- 1.1. "Declarant" shall mean and refer to KELVIN BEATON, a single man.
- 1.2. "Declaration" shall mean this declaration of covenants, conditions, easements and restrictions applicable to the Development recorded in the office of the Skagit County Auditor.
- 1.3. "Development or Subdivision" shall mean the real property identified in Exhibit "A," which is attached hereto and incorporated by this reference.
- 1.4. "Lot" or "Lots" shall mean and refer to any parcel of land identified in the attached Exhibit "A".
- 1.5. "Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities of a fee or undivided fee interest in any Lot that is a part of the properties, including contract purchasers, or, if the Lot is subject to a deed of trust, the grantor, but shall not include a mortgagee or beneficiary under a deed of trust, or those holding record ownership merely as security for the performance of an obligation.
- 1.6. "Plant" includes, without limitation, any grass, tree, shrub, plant, flower or vegetable.

2. ARTICLE 2 – TERMINATION OF PRIOR AGREEMENTS

Declarant declares that the Declaration of Covenants, Conditions and Restrictions, dated June 12, 2009 and recorded August 17, 2009 under Auditor's File Number 200908170135, is hereby terminated, effective immediately.

All well protection zones, water service line easements as shown on Skagit County Short Plat No. PL07-0919, recorded August 17, 2009 under Skagit County Auditor's File No. 200908170131, records of Skagit County, Washington, are hereby terminated. However, the owner of Tract A shall have the right to enforce all well protection zones as shown on Skagit County Short Plat No. PL07-0919, recorded August 17, 2009 under Skagit County Auditor's File No. 200908170131, records of Skagit County, Washington.

3. ARTICLE 3 – RESIDENTIAL COVENANTS

The following covenants, conditions, restrictions and easements are hereby imposed upon the use and ownership of the Lots:

- 3.1. Residential Use. Except as set forth in Section 3.4, no Lot shall be used except for permanent single-family residential purposes. All residences must be permanent single-family residences of a minimum of 1,500 square feet. No mobile homes or prefabricated modular homes of any kind may be located upon any Lot.
- 3.2. Temporary Structures. No temporary structure, basement, tent, shack, barn or other

outbuilding on any Lot shall be used as a residence temporarily. During construction of a residence, an Owner may reside in a trailer or recreational vehicle located on the Lot. In no event, shall such temporary living arrangements be utilized for a period longer than one (1) year.

3.3. Setbacks: All setbacks shall be consistent with setbacks required by the Skagit County Code. No Owner may apply for a variance from any such setback.

3.4. Business and Commercial Uses. No trades, crafts, business, professions, commercial or similar activity of any kind shall be conducted on a Lot which create visual or sound impacts on other Lots or which materially increase traffic on Blossomberry Lane. For the purposes of this paragraph, eight or less vehicle round trips per day shall not constitute a "material" increase.

No goods, equipment, vehicles, materials or supplies used in connection with trade, service or business be kept or stored on any Lot unless such items are not visible from Blossomberry Lane or any other Lot. Notwithstanding the preceding sentence, an Owner may store construction materials and equipment on a Lot in the normal course of construction.

3.5. Propane Tanks. All liquid propane tanks or other such items shall be shielded from view by burial or by a wood fence, or enclosure of similar siding, color and design as the residence or green screen of adequate height and density so that no part of the propane tank or other such item is visible to any other Owner or from any public road or location.

3.6. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, through noise, dust, emission, sight or smell, an annoyance or a nuisance to any Owner.

3.7. Signs. No sign of any kind shall be displayed to the public view on any Lot or improvement, except one professionally made sign advertising the property for sale. This restriction shall not prohibit the temporary placement of political signs on any Lot by an Owner, not to exceed thirty (30) days, which signs must comply with all applicable sign ordinances.

3.8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in a manner which creates a nuisance or unreasonable disturbance to any Owner. No animals, livestock or poultry may be kept, bred or maintained for any commercial purposes.

3.9. 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 and the view of any Owner. All containers for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

3.10. Construction Completion. Construction of any residence shall be completed, including exterior decoration, within twenty-four (24) months from the date of the start of such construction. All Lots shall be kept in a neat and orderly condition.

3.11. Landscape Completion. Landscaping, consistent with landscaping in the Development, shall be completed within two (2) years of the time that the construction of the residence is complete. A residence shall be deemed complete when occupancy of the residence commences or when an occupancy permit is issued by a governmental entity, whichever is earlier.

3.12. Surface Water Run-Off. No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or the Owners thereof.

3.13. Maintenance. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the Owner of any Lot. Each Owner shall keep the grass on the Lot properly cut, keep the Lot free from brush, vines, waste and trash, and otherwise keep the Lot in a neat and attractive appearance. Each Owner shall repair and maintain the residence and other structures on the Lot, keeping the same in first class condition and repair.

4. ARTICLE 4- ENFORCEMENT

4.1. Standing. Each Owner shall have standing and full power and authority to enforce the covenants, conditions and provisions of this Declaration in any proceeding at law or in equity against the person or persons violating or attempting to violate the same, and to recover damages sustained because of such violation. If an Owner employs counsel to enforce the covenants, conditions and provisions of this Declaration, all expenses incurred in such legal process, including a reasonable attorney's fee, shall be paid by the Owner violating the covenants, conditions and provisions of this Declaration.

4.2. Waiver. No delay or omission of any kind on the part of any Owner in exercising any rights, authority or remedy provided herein, shall be construed as a waiver of the provisions of this Declaration.

4.3. Extent of Remedies. The provisions of this Declaration are cumulative, and all remedies provided herein for breach are in addition to any other legal or equitable remedies which may be available to an Owner.

5. ARTICLE 5 - AMENDMENT

This Declaration may be amended or repealed only by duly recording a written instrument that contains an agreement providing for termination, revocation or amendment that is signed by Owners that, collectively, own two-thirds (2/3) of the Lots. However, the Declarant shall have the right to unilaterally amend this Declaration by recording an amendment thereto at any time until Declarant has sold all Lots owned by the Declarant. Declarant shall have the right to add additional property to this Declaration. Declarant shall have the right to remove Tracts A-F from this Declaration.

6. **ARTICLE 6- COVENANTS RUNNING WITH THE LAND**

The covenants, conditions and restrictions contained herein shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the land and bind the Development, Declarant's property, Declarant, and his respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under Declarant, or his respective heirs, successors or assigns.

7. **ARTICLE 7 - 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 notice shall be deemed to have been delivered forty-eight (48) hours after a copy has been deposited in the United States mail, postage prepaid by certified mail, addressed to the person entitled to such notice at the most recent mailing address shown for the Lot on the Skagit County Assessor's records.

8. **ARTICLE 8 - SEVERABILITY**

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

9. **ARTICLE 9 – INTERPRETATION**

The provisions of this Declaration shall be liberally construed to effectuate its purposes to create a uniform plan for the development, maintenance and operation of the Development.

10. **ARTICLE 10 – GOVERNING LAW; JURISDICTION**

10.1. Governing Law. This Declaration shall be construed in accordance with the law of the State of Washington.

10.2. Jurisdiction. The Superior Court of Skagit County have exclusive jurisdiction to settle any dispute arising out of or in connection with this Declaration.

11. **ARTICLE 11 - EFFECTIVE DATE**

This Declaration shall take effect upon recording with the Skagit County Auditor.

DATED this 12 day of February, 2021.


KELVIN BEATON

State of Washington)
) ss
County of Skagit)

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

Dated: Feb. 12, 2021

Sirikit A. Wollin

(Signature)

NOTARY PUBLIC
SIRIKIT A. WOLLIN

Print Name of Notary

My appointment expires: 10.13.21

