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Recorded at the Request of:
David L. Anderson
1322 Alger Cain Lake Road
Sedro-Woolley, WA 98284
LAND TITLE OF SKAGIT COUNTY 134866-PE
Grantors/Grantees: Anderson, David L.
Elde, Rebecca D.
Abbreviated Legal: Lots 1-4, Tract A, S/P PL04-0131
Ptn N1/2 and NE1/4 SW1/4 of 8-36-4 EWM
Tax Parcel No.s: P125041, P125209, P125210, P49173, P119750, P125211

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION is made and entered into this 17 day of November, 2009 by David L. Anderson and Rebecca D. Elde, who acquired title as Rebecca D. Anderson, each as their separate property, herein referred to as the "Declarants" and lot owners within the following described property:

> Lots 1 through 4 and Tract A, Short Plat No. PL04-0131 approved July 19, 2006, recorded July 20, 2006 under Auditor's File No. 200607200045, records of Skagit County, Washington; being a portion of the North ½ and the Northeast ¼ of the Southwest ¼ of Section 8, Township 36 North, Range 4 East, W.M., records of Skagit County, Washington.

WHEREAS, it is the intent and desire of the undersigned Declarants of said Lots 1 through 4 and Tract A, that all present and future landowners along the private driveway known as Oakleaf Lane, in the furtherance of the common scheme to subject the property hereinabove described to the restrictions and covenants set forth herein to protect the value and desirability of the property.

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 lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

1. Each lot shall be used primarily for residential purposes. All buildings and structures shall be constructed in accordance with applicable Skagit County building codes and

regulations. The residential dwellings shall be single-level built in place on the lot. There shall be no modular homes, mobile homes, pre-fabricated or pre-manufactured or packaged homes allowed on any lot. Any change to this Restriction shall require a UNANIMOUS vote of approval by all the Short Plat lot owners. The residences shall consist of 1500 square feet minimum with an attached, minimum two-car garage, home on a permanent foundation. During construction of a residential structure, a construction office and construction materials may be placed on the residential lot. All buildings and structures shall be completed on the exterior, including paint or other suitable finish, within nine (9) months of commencement of construction. Buildings and structures shall be located on each lot in accordance with the Skagit County codes.

2. No goods, equipment, trailers of any description, or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, shall be kept, parked stored, dismantled or repaired upon any residential lot, street or road, unless said goods, equipment, trailers, materials or supplies be enclosed or screened in such a manner that the same are not visible from any street, road, or any other lot in the plat, except for construction material and a construction office for residential construction as described in section 1 above.

3. Cats, dogs, birds, or other household pets may be kept if they are not kept in large numbers or under conditions so as to become a hazard to health, safety, and/or quiet enjoyment of any lot subject to this Declaration. All dogs must be kept on the owner's lot and owners shall take measures to minimize excessive noise from barking. Owners agree to use common sense regarding noise levels.

4. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

5. There shall be no storage or retention of any automobile hulk, whether abandoned or not, or equipment of any nature, or used furniture or appliances of any nature unless the same are completely enclosed within a building or at all times not visible from the road, street or other parcels. Automobile hulks and equipment referred to herein shall include any wrecked, dismantled or inoperative motor vehicle or operative piece of equipment without the addition of parts or mechanisms and the application of a substantial amount of labor to effect repairs. Substantial amount of labor to effect repairs shall mean mechanical labor in excess of eight (8) hours of time.

6. No lot shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate containers for proper disposal. Yard rakings, such as rocks, lawn and shrub clippings, and dirt and other material resulting from landscaping work shall not be dumped into or upon the roads, ditches or adjacent property. The removal and proper disposal of all such materials shall be the sole responsibility of the individual lot owner. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

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7. No noxious or offensive activity shall be carried on. No activity shall be allowed to become an annoyance or nuisance or decrease the value of the property of any neighbor or of the neighborhood in general.

GENERAL PROVISIONS

FURTHERMORE, it is agreed that invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the owner of any lot subject to this Declaration including the Declarant, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years.

Nothing herein contained shall impair or defeat the lien or any mortgage or deed of trust now or hereafter recorded. Title to any property obtained as a result of any foreclosure proceeding shall specifically be held subject to all the provisions herein.

Each lot owner, including the Declarants if the Declarants are lots owners, 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.

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.

Except as agreed in Paragraph No. 1 hereinabove, this Declaration may be amended, or new covenants or restrictions added, if approved by the owners of Three-Fourths of the lots. Any such amendment or addition must be executed and acknowledged by the owners of Three-Fourths of the lots and recorded with the Skagit County Auditor. The Amendment shall be effective upon recordation.

DECLARANTS:

David L. Anderson

Rebecca D. Elde

Rebecca D. Elde

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State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that David L. Anderson
the person(s) who appeared before me, and said person(s) acknowledged that he
signed this instrument and acknowledge it to be his free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: November 17, 2009

Karen Ashley

Karen Ashley
Notary Public in and for the State of Washington
Residing at: Sedro-Woolley
My appointment expires: 9/11/2010

KAREN ASHLEY NOTARY PUBLIC 9-11-2010 STATE OF WASHINGTON

STATE OF Washington }
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Rebecca D. Elde
the person(s) who appeared before me, and said person(s) acknowledged that she
signed this instrument and acknowledge it to be her free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: November 17, 2009

Karen Ashley

Karen Ashley
Notary Public in and for the State of Washington
Residing at Sedro-Woolley
My appointment expires: 9/11/2010

KAREN ASHLEY NOTARY PUBLIC 9-11-2010 STATE OF WASHINGTON

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