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Skagit County Auditor

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AFTER RECORDING RETURN TO:

**STEVEN L. SHROPSHIRE
SHROPSHIRE LAW FIRM, PLLC
103 E. HOLLY SUITE 305
BELLINGHAM, WA 98225**

**DECLARATION OF RESTRICTIVE
COVENANTS AND CONDITIONS OF
"ROCK RIDGE WEST II"**

**Reference number(s) of related document: 9810220058, 9911010168, and
200204260193**

**Declarants: Rock Ridge, LLC, a Washington Limited Liability Company, DG
Construction, LLC a Washington Limited Liability Company, Verna and Buehl
Berentson as Trustees for The Berentson Family Trust dated February 18, 1992,
and Thomas and Laura Giacalone.**

**Abbreviated Legal Description: Lots 1-20, inclusive, Block 44, Lots 1, 2, 3, 18, 19, and
20, inclusive, Block 45, Lots 1, 2, 3, 18, 19, and 20, inclusive, Block 68, Lots 1-20, inclusive,
Block 69, Tuttle and Buckley's Addition to the City of Anacortes, according to the plat
thereof, recorded in Volume 2 of Plats, page 23, records of Skagit County, Washington.**

Assessor's Tax Parcel ID No(s). P60490, P60491, P60500, P60501

LEGAL DESCRIPTION OF SUBDIVISION:

The real property that is the subject matter of these Restrictive Covenants, is
situate in Skagit County, State of Washington, and is described on attached Exhibit "A".

INTRODUCTION:

Declarants own all of the above-described Subdivision and have established a
general plan for the improvement and development of the real property on which the
Subdivision is located, and hereby declare the covenants, conditions, reservations and
restrictions as hereinafter set forth and upon which and subject to which all Lots and
portions of such Lots shall be improved, sold, and conveyed. Each and every one of the
covenants, conditions, reservations and restrictions hereinafter set forth, is for the benefit
of each owner of land within the Subdivision, or any mortgage or other interest therein,

and shall bind the respective successors in interest of the present Owners. All covenants, conditions, reservations and restrictions contained in this instrument are imposed upon each and every Lot in the Subdivision and, shall be construed as restrictive covenants running with the title to such Lots and with each and every parcel thereof. Furthermore, Declarants hereby assign all rights and obligations pertaining to "Declarant" to DG Construction, LLC, a Washington limited liability company, and DG Construction, LLC hereby accepts such assignment.

COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS:

1. DEFINITIONS:

1.1 **Associations.** "Association" shall mean and refer to "The Rock Ridge Community Association," its successors and assigns.

1.2 **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

1.3 **Subdivision.** "Subdivision" shall mean and refer to that certain real property described on attached Exhibit "A", commonly known as "Rock Ridge Phase West," and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.4 **Lot.** "Lot" shall mean and refer to any Lot of land shown upon any recorded subdivision map of the Subdivision with the exception of the Common Area.

1.5 **Declarant.** "Declarant" shall mean and refer to DG Construction, L.L.C., a Washington limited liability company, its successors and assigns, if such successors and assigns should acquire more than *four (4)* undeveloped Lots from the Declarant for the purpose of development.

2. COMMUNITY ASSOCIATION. Each Lot owner within the Subdivision shall be a member of the Rock Ridge Community Association, a Washington nonprofit corporation, which is to be formed for the purpose of administering and enforcing these Covenants and providing or contracting to provide for the common services and benefits contemplated by these Covenants. Declarant shall be responsible for the formation of the Rock Ridge Community Association prior to seventy-five percent (75%) of the Lots within the first phase of the Subdivision being sold. (It is intended that the Owners of Rock Ridge West II shall become members of Rock Ridge Community Association, already formed and operating.) With respect to the Association, each Lot owner's rights, duties and obligations shall be as set forth in said Association's Articles of Incorporation and Bylaws. Membership in the Association



shall be appurtenant to and may not be separate from Ownership of any Lot which is subject to these Covenants. When more than one person or entity owns an interest in a Lot within the Subdivision, any vote in the Community Association may be exercised among the Owners of such Lot as they determine, but in no event shall more than one (1) vote be cast with respect to any single Lot. Among other things, the Association's Articles and Bylaws shall set forth and describe the powers and duties with respect to the imposition of assessments used to promote the recreation, health, safety and welfare of residents within the Subdivision and for improvement and maintenance of the Common Areas. At a minimum, every Lot shall be annually assessed fifty (\$50) dollars as "Association Dues," which amount may be increased as needed, through Association action.

3. **ARCHITECTURAL CONTROL/REVIEW AND APPROVAL OF BUILDING PLANS.**

For the purpose of ensuring the development of the Subdivision as a high quality residential community, Declarant reserves the right to control buildings and structures as set forth in these Covenants and hereby reserves the right, in its sole and absolute authority, to approve or disapprove any and all proposed construction, alteration or improvement of the buildings, structures, landscaping, fences and exterior lights placed on each residential site. The Owner or occupant of each residential Lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, fence, landscaping, lamppost, exterior lights, swimming pool, spa, hot tub, or other structure shall be placed upon a Lot within the Subdivision unless and until plans and specifications have been reviewed and approved in writing by the Declarant or its "nominee" as hereinafter set forth. Each such building, wall, fence, landscaping, plantings, swimming pool, spa, hot tub or other structure shall be placed upon a Lot, or upon common property owned by the Community Association, or upon City rights-of-way or any other property within the Subdivision boundaries only in accordance with the plans and specifications and Lot plan so approved in writing. Approval or rejection of plans and specifications may be based upon any ground, including purely aesthetic grounds, which the Declarant or its nominee, in the exercise of its sole and absolute discretion, shall deem sufficient. No alteration of the exterior appearance of any building or improvements (including but not limited to the color of any building or improvement) shall be made without the prior written approval of the Declarant or its nominee. Declarant reserves the right to waive collection of annual assessments on a year to year basis. In other words, in Declarants' sole discretion minimum assessments may or may not be incurred, provided Declarant exercises reasonable discretion in the best interest of all Owners. In the event Declarant waives collection of assessment on any one (1) Lot, collection of assessments on all Lots shall likewise be deemed waived.

3.1 **Nominee – Architectural Control Committee.** For purposes of this Declaration, the "nominee" of the Declarant shall be known and referred to as the "Architectural Control Committee," appointed by the Declarant and serving at the will of the Declarant until such time as *seventy-five percent (75%)* of the Lots within the first



phase of the Subdivision have been sold, at which time the Community Association may appoint the Architectural Control Committee with all of the powers authorized or implied in this Declaration. The foregoing statement is specifically subject to and limited as follows. If Declarant undertakes development of any subsequent phase of Rock Ridge, Declarant shall have the same rights and obligations (with regard to the subsequent phases) as Declarant has or had, as the case may be, with this phase prior to 75% of the Lots being sold. Once 75% of the Lots within a subsequent phase have been sold, management of that phase shall be then vested with the Community Association as contemplated hereinabove with regards to this phase. This same process shall be repeated until control of all phases of Rock Ridge has been shifted to the Community Association.

3.2 **Submission of Plans.** Complete plans and specifications of all proposed buildings, structures and other improvements (including all fences, landscaping, concrete and masonry walls, etc...), together with detailed plans showing the proposed location of the same on the particular building site (i.e., a Lot plan), shall be submitted to the Declarant or the Architectural Control Committee not less than *fifteen (15) days* prior to the proposed construction starting date and such construction or alteration shall not be started until written approval for the construction is given by the Declarant or the Architectural Control Committee. The plans and specifications submitted to Declarant or the Architectural Control Committee shall be drawn to a scale not less than *one-eighth (1/8th)* of an inch equals *one (1)* foot ($1/8" = 1'$), shall contain a Lot plan, shall designate the direction "north," shall locate all existing and proposed improvements, shall locate all utility installations, and shall locate all trees, bushes or other landscaping, having a present or reasonably expected excess of *six (6) feet*. The plans shall also include a plan indicating the location of all exterior walls and *four (4)* major exterior building elevations indicating exterior materials, finishings window sizes and materials, door sizes and materials, and exterior finish color scheme. Once approved, a set of approved plans must be on the job site at all times.

3.3 **Time for Review.** If the Declarant or the nominee fails to approve or disapprove plans and specifications submitted by an Owner of residential site within *thirty (30) days* after receipt of a written request meeting the requirements of paragraph 3.2 above, then such approval shall not be required; provided, however, notwithstanding the presence or absence of prior approval, no building, deck, wall, fence, lamppost, exterior lights, swimming pool, spa, hot tub, landscaping or other structure or exterior improvement shall be erected or allowed to remain on any site which violates any of the covenants, conditions, reservations or restrictions contained in this Declaration.

3.4 **Exercise of Discretion.** As to all improvements, construction and alterations on residential Lots within the Subdivision, Declarant or the Architectural Control Committee shall have the absolute right to disapprove any design, plan or color for such improvement, construction or alteration, which is not suitable or desirable in the Declarant's or the Architectural Control Committee's opinion, for any



reason, aesthetic or otherwise. Declarant or the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed building or other structure, the materials of which it is to be built, the exterior color scheme and texture, the harmony of such improvements with the surroundings and improvements already constructed within the Subdivision, the effect or impairment that such structures will or may have on the view of other residential or building sites and any and all facts which, in the Declarant's or the Architectural Control Committee's sole and absolute discretion, shall affect the desirability or suitability of such proposed improvements, construction or alterations. Neither the Declarant nor the Architectural Control Committee shall be responsible for any structural defect in any plans or specifications or for any violations of an owner of the restrictive covenants set forth in this Declaration, or in any building or structure erected in accordance with such plans and specifications. The Declarant or the Architectural Control Committee may appoint advisors or advisory Committees from time to time to advise on matters pertaining to the development of the subdivision.

4. CITY ZONING AND BUILDING RESTRICTIONS. This Subdivision is located within the boundaries of the City of Anacortes and, therefore, is subject to all ordinances, rules and regulations of the city, including, without limitation, land use, zoning and building regulations. This Declaration is to be interpreted and applied consistent with the requirements and interpretations of the rules and regulations of the City of Anacortes as the same now exists or may hereafter be amended, which are specifically applicable to the property located within the Subdivision. It is the intent of this Declaration to supplement, in certain respects, existing city ordinances, rules and regulations and, in certain cases to be more restrictive in nature than the requirements set forth in such ordinances, rules and regulations. Although the zoning ordinances of the City of Anacortes may directly or indirectly permit uses different from or greater than those specified in this instrument, Declarant expressly intends that the land located within the Subdivision only be used for the purposes and uses specifically allowed in this instrument.

5. RESIDENTIAL USE. Each Lot within the Subdivision is to be used and occupied solely for individual residential dwelling unit purposes subject to the general and specific restrictions set forth in this Declaration. For purposes of this Declaration, "individual residential dwelling unit purpose" means the construction and owner occupation of a home built and designed for occupancy by a single-family, as opposed to a multiple-family unit such as a duplex, triplex, etc. individual residential dwelling unit shall not mean or include mobile homes, modular, manufactured or prefabricated homes, all of which shall be prohibited on all Lots within the Subdivision.

5.1 Building and Improvements. No building or structure intended for or adapted to any purpose other than a individual residential dwelling unit, as defined above, shall be erected, placed, permitted, or maintained within the Subdivision, or any part thereof. Without limiting the generality of the foregoing, the permitted construction and uses within the Subdivision shall be (a) individual residential dwelling unit; (b)

private attached, enclosed garages for the sole use of Owners and occupants of the individual residential dwelling unit, with a capacity of not less than *two (2)* nor more than *five (5)* cars (the definition of "attached" shall be within the sole discretion of the Architectural Control Committee); (c) enclosed buildings for storage of noncommercial vehicles and equipment used to maintain the residences and Lots on which the same is situated; (d) private greenhouses; and (e) pump or bathhouses which are accessories to private swimming pools. (The improvements listed in parts (b), (c), (d) and (e) of the previous sentence are referred to as "secondary buildings.") Any secondary building must be designed and constructed as to be compatible in appearance with the individual residential dwelling unit constructed on the Lot. No structure of a temporary character, trailer, partially completed residence, garage, shack, barn, or other outbuilding shall be used on any Lot or at any time as a residence, either temporarily or permanently.

5.2 **Time and Manner of Construction.** All construction of properly authorized improvements on any Lot within the Subdivision once commenced, shall be diligently pursued to completion in a manner and at a rate reasonably consistent with building standards prevailing in the City of Anacortes area with respect to high-quality residential construction. Notwithstanding the foregoing, in no event shall the period of a construction of any improvement, including the primary individual residential dwelling unit, exceed *nine (9) months* from the date of commencement of construction to the date the improvement is completed as to external appearance, including finished painting. Occupancy of the primary structure shall not be permitted without an Occupancy Permit issued by the City of Anacortes. Further, Temporary Occupancy Permits shall not be construed as satisfying this requirement. An individual residential dwelling unit must be constructed and substantially completed in accordance with this paragraph before any secondary building on any Lot within the Subdivision may be constructed and used.

5.3 **Prohibition Against Commercial and Business Use.** No business or profession of any nature shall be conducted or allowed upon any Lot within the Subdivision and no building or structure intended or adapted for any such business or profession or any apartment house, flat building, lodging house, daycare facility, rooming house, hotel or sanitarium shall be erected, placed or permitted to remain on any Lot within the Subdivision. Notwithstanding the foregoing and subject to any applicable provisions of the Anacortes City Zoning Code, Lot Owners may have a home office or conduct a home occupation within the individual residential dwelling unit constructed on the Lot, subject to the following:

- a. No person other than one(s) residing at the premises shall be engaged in such occupation (This prohibition shall not apply to those professionals or independent contractors engaged in their own profession in association with the home occupation. For example, a bookkeeper, accountant, or tax preparer who on occasion necessarily performs services on behalf of the home occupation at the premises.);



- b. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than 25% of the floor area of the dwelling unit shall be used in the conduct of the home occupation;
- c. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation;
- d. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard;
- e. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, hazardous, waste, odors, or electrical interference detectable to normal senses off the Lot, if the occupation is conducted in a individual residential dwelling unit. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any normally-shielded radio or television receivers off the premises, or causes fluctuations in line voltage off the premises.

No room or rooms in any individual residential dwelling unit located within the Subdivision or any part thereof may be rented or leased for business purposes only. Nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire individual residential dwelling unit, together with its improvements as a single unit.

6. BUILDING SPECIFICATIONS AND RESTRICTIONS. Without in any way limiting the generality of any of the foregoing provisions contained in this Declaration, and subject to plan approval by Declarant, or the Architectural Control Committee, all individual residential dwelling units, secondary buildings and other improvements authorized on Lots within the Subdivision shall comply with the following requirements:

6.1 **Size-Minimum Square Feet.** Each individual residential dwelling unit constructed on a Lot within the Subdivision, exclusive of garages and porches, must enclose an area of not less than *one thousand six hundred (1,600) square feet*. If there are Lots that want to reduce the area of the single family residence to be constructed thereon, a request must first be presented to the Architectural Control Committee.



6.2 **Height.** It is the Declarant's intention to protect and preserve, to the extent possible, the views for all reasonable building sites on Lots within the Subdivision. In order to accomplish this purpose, no residence, buildings, improvements, trees, plantings or natural or artificial obstructions of any kind shall be placed, constructed or allowed on Lots within the Subdivision which exceed the following heights:

<u>Lot No.</u>	<u>Maximum Elevation</u>
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(See Exhibit B)

6.3 **Exterior and Roofs.** All individual residential dwelling units and other structures located within the Subdivision shall be painted with two coats of paint or stain in colors consistent with existing individual residential dwelling units in the immediate area unless constructed of ornamental masonry or brick, and no residence or other structure shall be erected on a Lot within the Subdivision which contains synthetic siding such as fiberglass or aluminum; provided, however, that modern siding materials generally acceptable and used in high-quality residential construction shall be allowed, provided it is consistent with the general architecture and high-quality residences located within the Subdivision, subject to Architectural Control Committee approval. All wood siding used on the residences shall be individual board siding, such as cedar or redwood and no plywood sheeting, T-111 or similar type of siding shall be allowed. No residence or other building within the Subdivision shall have composition (i.e., asphalt, 3-tabbed shingles), aluminum, flat gravel or tarred roofs. Acceptable roofing material shall consist of wooden shingles or shakes, architectural composition, tile; provided however, that modern roofing materials generally acceptable and used in high-quality residential construction shall be allowed subject to Architectural Control Committee approval, provided it is consistent with the general architecture and high-quality residences located within the Subdivision.

6.4 **Setbacks.** City of Anacortes applicable ordinances shall control setbacks.

6.5 **Fences.** It is the Declarant's intention, to the extent possible, to maintain the concept of an open common area landscaping theme for Rock Ridge Subdivision, and no fences (natural or artificial) shall be constructed or planted on Lots within the Subdivision without the prior written approval of the Declarant or the Architectural Control Committee.

Any and all fences consistent with this paragraph and approved by the Declarant or the Architectural Control Committee shall be of wood, brick or other modern building materials to ensure compatibility with the high-quality, individual residential dwelling units located within the Subdivision. No chain link (slatted or unslatted) or barbed wire fences shall be allowed on any Lot within the Subdivision. Fences shall be constructed consistent with all applicable height restrictions of this



Declaration and of local zoning authorities; provided, however, that any fences located in what is commonly referred to as the "front yard" of any residential Lot within the Subdivision shall not exceed *three (3) feet in height*. For purposes of this limitation, the "front yard" shall refer to the area from the platted street in the Subdivision providing access to the Lot to the nearest side of the residence constructed on the Lot. All natural or "living" fences or hedges shall be neatly trimmed and groomed, and also shall be subject to the height limitations set forth in this Declaration and in any applicable zoning code or regulation. It is the hope of the Declarant that living fences will be given preference, especially in side yards.

6.6 **Slope Protection Easement and Restrictions**. A Slope Protection Easement is hereby created and burdens the portions of Lots 8 through 14, inclusive, to the extent described in Exhibit C ("Slope Protection Easement Area"). Any and every person is hereby restricted from any use of the Slope Protection Easement Area, except as is necessary for maintenance and repair and or except as permitted by the City of Anacortes in accordance with Condition #28 in the Decision to Issue a Preliminary Plat Permit (a copy of which is attached as Exhibit D). The Owners of Lots 8 through 14, inclusive, shall be 100% responsible on a prorata basis for the maintenance and repair of the Slope Protection Easement Area. This responsibility includes but is not limited to repairing and or replacing, as needed, the PVC coated wire mesh currently installed to help secure the hillside.

The responsibility of the Owners shall be prorata by number of Lots involved in any repair and or maintenance work. For example, if the PVC coated wire mesh impacting Lots 10 through 14, inclusive, is repaired, maintained or replaced, the Owners of those Lots within which work is undertaken shall be financially responsible prorata. If on the other hand a single Lot Owner maintains and or repairs the Slope Protection Easement Area strictly within that Owner's Lot, then that Owner shall be 100% financially responsible, and so forth. Any Lot Owners among themselves may unanimously agree otherwise as far as differing the costs between themselves; however, any disagreement of Lot Owners as to whether maintenance and or repair is necessary shall be determined by a majority vote of the to be impacted Lot Owners. Any such agreement or vote shall be confirmed in writing signed by all necessary Lot Owners in order to be effective. Such agreement or vote shall be dispositive and not subject to appeal in any fashion. Moreover, if Rock Ridge Community Association, the City of Anacortes or any other validly governing jurisdiction determines in its discretion that repair and or maintenance of the Slope Protection Easement Area is necessary, then the specified maintenance and or repair shall be conducted and the financial costs shall be borne by the impacted Lot Owners as provided herein.

Notwithstanding the foregoing, in the event the property East of Lots 8 through 14, inclusive, is developed as is now expected to be Rock Ridge South, and that development becomes party to the Rock Ridge Community Association, then the Lot Owners therein who are likewise impacted by the Slope Protection Easement Area shall



become likewise responsible for and party to the maintenance and repair of the Slope Protection Easement Area on the same terms and conditions provided herein.

Should any Owner fail to participate in their responsibilities herein set forth, the participating Owners shall have a lien against the title of the nonparticipating Owner(s) for the nonparticipating Owner(s)' share of the costs of maintenance and repair. Said lien shall be enforceable as provided in Section 12.4, below. In addition each Lot Owner impacted by the Slope Protection Easement Area irrevocably grants access for necessary inspections, maintenance and repairs as required herein.

Owners of impacted Lots are strongly encouraged both to fence off the Slope Protection Easement Area and maintain appropriate homeowner's insurance coverage to protect against any potential damage that might result, for example, from failure to properly maintain and repair the Slope Protection Easement Area and or from violation of the restrictive use of the Slope Protection Easement Area.

7. LANDSCAPING AND GENERAL PROPERTY MAINTENANCE:

7.1 **Approval of Landscaping Plan.** All landscaping within the Subdivision shall be subject to the approval of Declarant or the Architectural Control Committee. The term "landscaping" shall include an inground sprinkler system which conforms with the design standards promulgated from time to time by Declarant or the Architectural Control Committee. Landscaping of each residential Lot shall be completed within a reasonable time, not to exceed *six (6) months* from the date a residence is completed.

7.2 **Appearance of Lot.** No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon subject real property and no refuse pile, garbage, unused motor vehicles or unsightly objects shall be allowed to be placed or to remain anywhere within the Subdivision. In the event that any owner of property within the Subdivision shall fail or refuse to keep the premises free from weeds, underbrush, refuse piles, garbage, unused motor vehicles or other unsightly growth or objects, then Declarant or authorized agents of the Association may enter upon the lands to remove the same at the expense of the owner, such entry shall not be deemed a trespass and, for purposes of such entry, the Lot owner hereby grants to Declarant or the Association an irrevocable license to enter upon their respective property. This subsection, shall be interpreted as encouraging organic, as opposed to chemical, agents to combat weeds, underbrush and the like.

8. OPERATION AND PARKING OF MOTOR VEHICLES:

8.1 **Operation.** Motor vehicles operating within the subdivision shall:



- a. have a current and valid motor vehicle license and registration;
- b. be operated only by persons having a current valid motor vehicle operators license; and
- c. be operated in accordance with the motor vehicle laws of the State of Washington, which laws are incorporated herein by this reference.

No person shall operate a motor vehicle in excess of *twenty-five (25) miles per hour* within the Subdivision, unless otherwise posted, and no person shall operate a motor vehicle on other than surfaced roadways.

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.

8.2 **Parking.** All motor vehicles authorized in this Declaration shall be parked on applicable Lot Owners' private driveway or garage. The intent here is to minimize any street parking. As such, any long-term or systematic street parking by a resident or visitor is prohibited. The definition of long-term and systematic shall be in the sole discretion of Declarant, the Architectural Control Committee, or the Association, whichever is the complaining party. Unless otherwise expressly allowed in this Declaration, or with the prior written approval of the Board of Directors of the Association, outside parking, storing or maintaining of recreational vehicles (RV's), commercial vehicles, utility vehicles or equipment within the Subdivision is absolutely prohibited. Subject vehicles and equipment, if any, shall be parked, stored and maintained inside the respective Lot owner's garage. For purposes of this paragraph, the term "recreational vehicle" means boats, trailers, motor homes, snow mobiles, motorcycles or other vehicles commonly used for recreation as opposed to the owner's primary mode of transportation. The term "commercial vehicle" shall not include automobiles or pick-ups. Visitors shall be permitted to park recreational vehicles within a Lot owner's driveway or other paved area off the street for a period not to exceed *seventy-two (72) hours*; provided, however, the owner shall make reasonable attempts to park and locate such vehicles in a manner to provide the least interference in view of adjoining Lot Owners and from the street.

9. **PETS.** No domestic, wild or farm animals of any kind shall be raised or permitted within the Subdivision other than a reasonable number of household pets (not to exceed *three (3)*) which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to other Lot Owners or persons. Pets shall not be permitted to run loose or unattended. Dogs shall be on a



leash, confined to their owner's property or under effective voice control. Pets found running loose may be impounded by the Board of Directors of the Association or the Department of Public Works or the Humane Society and may be returned to the Owners only upon payment of all costs incurred by the Association with respect thereto. Owners of pets that create a nuisance or disturb the peace and tranquility of the Subdivision may be required by the Board of Directors of the Association to permanently remove their pets from the Subdivision.

Ownership or possession within the Subdivision of a vicious dog is prohibited. A "vicious dog" is described as (1) any dog which, when unprovoked, approaches any person in a vicious or threatening manner in an apparent attack anywhere other than on the Owner's property; (2) any dog which has a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of persons or other domestic animals; (3) any dog which bites, inflicts injury upon, assaults or otherwise attacks a person or domestic animal without provocation on common, public or private property; and (4) any dog which is kept or trained for the purpose of dog fighting.

10. MAINTENANCE AND APPEARANCE:

10.1 ***General.*** The Owners or occupants of all Lots within the Subdivision shall at all times and continuously maintain the grounds and improvements in a clean, neat and attractive condition and in good repair. All garbage containers, refuse yard trimmings, cuttings, debris, tools and equipment shall be screened from view from adjacent property, common areas and roadways.

10.2 ***Common Areas.*** Maintenance of the Common Areas of the Subdivision, if any, shall be the responsibility of the Association. The Association shall maintain all common areas in a first class condition consistent with the high quality residential character of the subdivision. The costs for maintaining and repairing all Common Areas, unless otherwise determined by the Board of Directors of the Association, shall be paid for by the Association from funds raised through member assessments.

11. OTHER RESTRICTIONS ON EXTERIOR USE AND IMPROVEMENT OF LOTS:

11.1 ***Utility Lines – Radio and Television Antennas.*** All electrical service, telephone lines and other utilities serving Lots within the Subdivision or any part or parcel thereof, shall be placed and installed underground in compliance with all governmental regulations. No exposed or exterior radio or television transmission or receiving antennas, except for "mini" satellite dish antennas (with diameters of 30"/or less), shall be erected, placed or maintained on any Lot or structure located within the



Subdivision. Any "mini" satellite dish antenna located on or within the Subdivision shall, to the extent possible, be located and erected so as to minimize its visibility from adjoining Lots.

11.2 **Signs.** Signs other than those stating the name of the occupant, the address of the unit, a name given the unit by the owner and customary "for sale" or "open house" signs approved by the Board of Directors of the Community Association are prohibited.

11.3 **Hot Tubs.** Hot tubs and spas shall be operated and used in a manner that does not disturb the peace and tranquility of the Subdivision or interfere with the use and enjoyment of adjacent property by their respective Owners.

12. **GENERAL PROVISIONS:**

12.1 **Easements.** Declarant reserves for itself, its successors, assigns and for the benefit of all Lot Owners within the Subdivision, permanent easements under, along and over the easements as shown on the face of the plat or short plat of the Subdivision for the purpose of carrying utilities, water or sewage, and for the necessary maintenance of such facilities; and nothing shall be done on any other building Lot that interferes with the natural drainage of surface water to the injury of other property.

12.2 **Mortgages.** The breach of any of the covenants, conditions, reservations or restrictions contained in this Declaration, or any re-entry by reason of a breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lots or portions thereof located on the subject real property; provided, however, all such covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgagee or trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

12.3 **Remedies for Breach.** The covenants, conditions, reservations and restrictions contained in this Declaration shall inure to the benefit of and be enforceable by (a) the Declarant, its successors or assigns; (b) the Association; (c) the grantees in deeds conveying land within the Subdivision, their respective heirs, personal representatives and assigns; and (d) any subsequent owner of any Lot within this Subdivision. Such parties shall have the right to proceed at law or in equity to compel compliance with any covenant, condition, reservation or restriction contained in this Declaration, or to prevent the violation or breach of any of them, or to recover damages for such breach.

12.4 **Enforcement of Covenants – Notice.** In the event any Lot owner, Declarant, the Architectural Control Committee, or the Association determines that there is a violation by any owner or Owners of any of the provisions of this Declaration, then the complaining party shall give the subject Lot owner(s) written notice describing the



violation and allowing the subject Lot owner(s) no less than *ten (10) days* to cure the default. Should such violation continue after the giving of the required notice, Declarant or the complaining party, as the case may be, shall be entitled to commence an action in the Superior Court in and for the County of Skagit, seeking injunctive or other relief and the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to the costs of suit. In addition, should the violation involve the failure to maintain any Lot or any other covenant which may be corrected by the hiring of labor and purchasing of materials, Declarant, the Architectural Control Committee, or the Association, after expiration of the *10-day* notice period, may hire the necessary labor or acquire the materials to remedy the violation and the cost thereof shall be assessed against the violating owner and Lot involved and all such costs, including *twelve percent (12%)* interest and reasonable attorney's fees, shall constitute a lien on the Lot once filed with the Skagit County Auditor as provided by law. Such lien may be foreclosed using the procedures for foreclosing mechanic's or materialman's liens under the laws of the State of Washington.

12.5 **Non-Waiver of Breach.** The failure of the Declarant or any other person or organization to promptly enforce any covenant, condition, reservation or restriction contained in this Declaration shall not constitute a waiver of any such covenant, condition, reservation or restriction, or the right to enforce them in the future. Under no circumstances shall any action be brought or maintained by any person whomsoever against Declarant, the Association or other Lot Owners, for or on account of their failure to enforce any breach of the covenants, conditions, reservations and restrictions contained in this instrument, or for imposing restrictions in this Declaration which may be later found unenforceable.

12.6 **Term of Covenants.** These covenants shall be considered as covenants running with the land and shall be binding upon the parties, persons, and entities owning land within the Subdivision, and their heirs, personal representatives, successors and assigns, until January 1, 2029; provided, these covenants and restrictions shall automatically extend in their entirety for successive periods of *ten (10) years*, unless by appropriate instrument in writing, consent to their termination, in whole or part, has been executed and acknowledged by not less than *two-thirds (2/3)* of the then Lot Owners within the Subdivision and filed in the official records of the Skagit County Auditor.

12.7 **Amendments.** These covenants, conditions, reservations and restrictions may be amended with the approval of not less than *seventy-five percent (75%)* of the Lot Owners within the Subdivision; provided, however, no amendment adding to the functions, duties or obligations of the Association shall be effective unless consented to by not less than *ninety percent (90%)* of the Lot Owners within the Subdivision.

12.8 **Severability.** In the event any one or more of the covenants,



conditions, reservations and restrictions contained in this Declaration is declared, for any reason, by a court of competent jurisdiction to be unenforceable or void, all covenants, conditions, reservations and restrictions which remain and are not expressly held to be void or unenforceable, shall continue to remain in full force and effect.

12.9 Assessments. Except for the special assessments levied against defaulting Lot Owners as set forth elsewhere in this Declaration, all assessments by the Association shall be uniform as to all Lots within the Subdivision. It is specifically understood and agreed that the lien in favor of the Association securing said assessments shall constitute a first and prior lien on the property of each Lot owner within the Subdivision; provided, however, the lien shall be deemed subordinate to liens associated with first mortgage and/or deed of trust financing, if any, with respect to the subject property.

DATED this 15th day of DECEMBER 2004.

DECLARANTS/ASSIGNORS:

ROCK RIDGE, LLC

By: [Signature]
Anthony L. Malo, Jr., Member

DG Construction, LLC

By: [Signature]
Plan C, LLC/ Anthony Malo, Jr., Member

[Signature]
Thomas A. Giacalone, a married man

[Signature]
Laura A. Giacalone, a married woman

Berentson Family Trust

By: [Signature]
Buehl Berentson, Trustee of Berentson Family Trust



By: Verna Berentson
Verna Berentson, Trustee of Berentson Family Trust

DECLARANT/ASSIGNEE

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that ANTHONY L. MALO, JR. is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument, and acknowledged it as the manager and member of ROCK RIDGE, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 1, 2004 Rhonda McNett
Print Name: Rhonda McNett
Notary Public in and for the state of Washington,
Residing in Anacortes, WA.
My Commission Expires: 11/29/05

DG Construction, LLC
By: [Signature]
Plan C, LLC/Anthony Malo, Jr., Member

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that ANTHONY L. MALO, JR. is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument, and acknowledged it as the manager and member of DG Construction, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 1, 2004 Rhonda McNett
Print Name: Rhonda McNett
Notary Public in and for the state of Washington,
Residing in Anacortes, WA.
My Commission Expires: 11/29/05



STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Thomas A Giacalone is the person who appeared before me said person acknowledged that he was authorized to execute the instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 1, 2004

Rhonda McNett
Print Name: Rhonda McNett
Notary Public in and for the state of Washington,
Residing in Anacortes, wa.
My Commission Expires: 11/29/05

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that Laura A Giacalone is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 1, 2004

Rhonda McNett
Print Name: Rhonda McNett
Notary Public in and for the state of Washington,
Residing in Anacortes, wa.
My Commission Expires: 11/29/05

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that BUEHL J. BERENTSON is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument, and acknowledged it as Trustee of Berentson Family Trust dated February 18, 1992 to the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

DATED: December 1, 2004

Rhonda McNett



EXHIBIT "A"

LEGAL DESCRIPTION OF ROCK RIDGE WEST PHASE II:

A PARCEL OF LAND LYING IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., BEING A PORTION OF TUTTLE & BUCKLEY'S PLAT OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 23, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., LYING DIRECTLY NORTH OF THE NORTHEAST CORNER OF LOT 5, BLOCK 11, TUTTLE & BUCKLEY'S PLAT OF ANACORTES;

THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 16, BLOCK 11;

THENCE WEST TO THE NORTHEAST CORNER OF LOT 18, BLOCK 11;

THENCE SOUTH TO THE SOUTHEAST CORNER OF SAID LOT 18;

THENCE WEST TO THE SOUTHWEST CORNER OF LOT 20, BLOCK 11;

THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 1, BLOCK 18;

THENCE WEST 40.00 FEET;

THENCE SOUTH 100.00 FEET;

THENCE WEST TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 17;

THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 17;

THENCE WEST TO THE SOUTHWEST CORNER OF LOT 15, BLOCK 17;

THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 5, BLOCK 40;

THENCE WEST TO THE NORTHWEST CORNER OF LOT 5, BLOCK 40;

THENCE SOUTH TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 40;

THENCE WEST TO THE SOUTHWEST CORNER OF LOT 20, BLOCK 40;

THENCE NORTH, ALONG THE EAST MARGIN OF THE RIGHT-OF-WAY OF WEST "M" AVENUE, TO THE NORTH LINE OF SAID SECTION 26;

THENCE EAST ALONG SAID NORTH LINE OF SAID SECTION 26 TO THE

POINT OF BEGINNING.



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22 3:48PM

Exhibit "B"

Rock Ridge West Phase II Height Restrictions

Lot 01	13 feet
Lot 02	13 feet
Lot 03	13 feet
Lot 04	13 feet
Lot 05	13 feet
Lot 06	13 feet

Lot 07: Measuring from the rear (southern) lot line there shall be no height restriction for the first 60 feet (60 foot mark) to the north, allowing for a second story to be built. For the remainder of the lot the height restriction to the top plate of main floor walls shall be 17 feet with a maximum roof height north of the 60 foot mark of 22.5 feet. A hipped roof will be required to maximize the view from Lot 08.

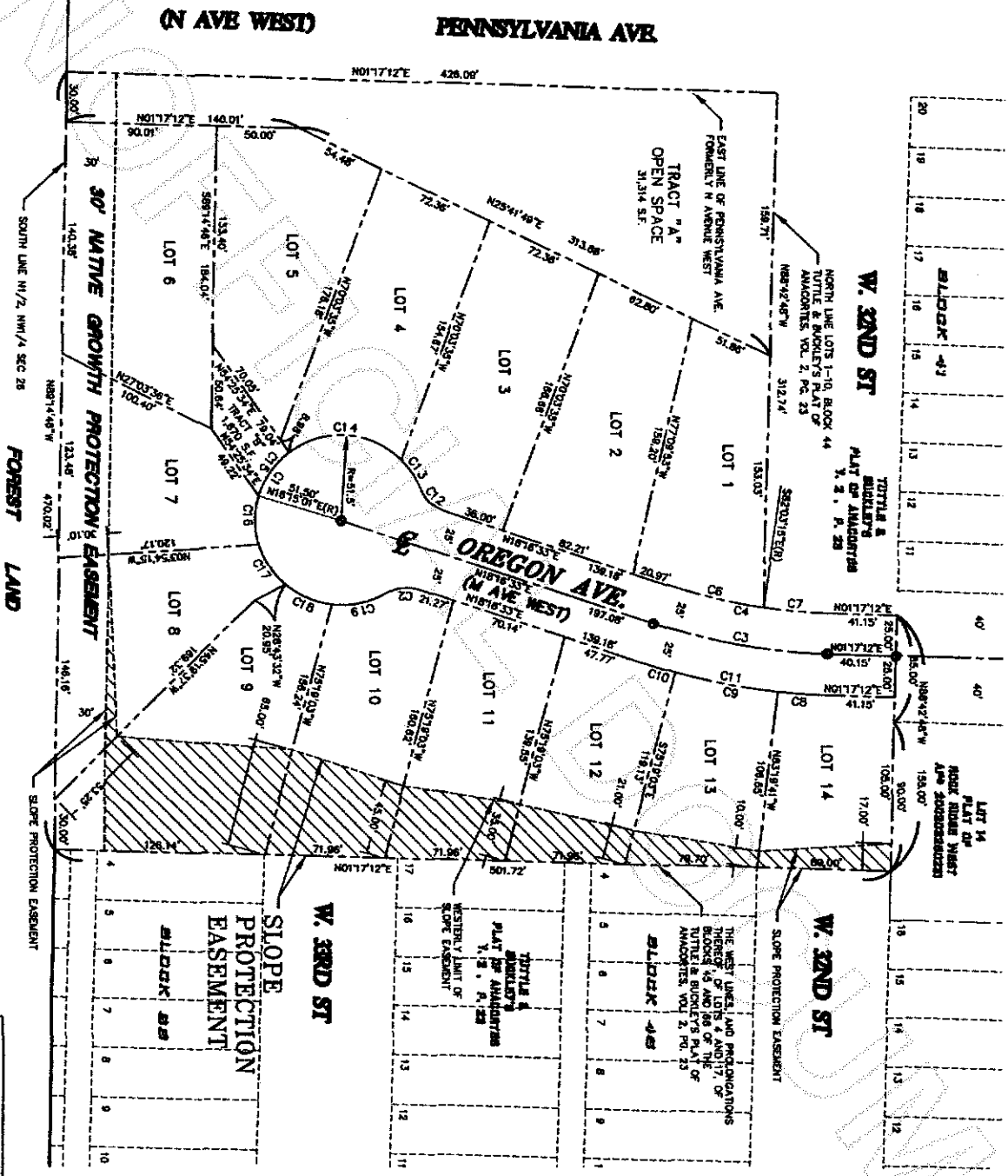
The Benchmark for height measurements is the midpoint of the lot at top of curb.



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EXHIBIT "C"
SLOPE EASEMENT WITHIN LOTS 8 THROUGH 14, INCLUSIVE,
PLAT OF ROCK RIDGE WEST II
ANACORTES, SKAGIT COUNTY, WASHINGTON
PORTION OF THE NW 1/4, NW 1/4,
SEC. 26, TWP. 35 N, RNG. 1 E, W.M.



CURVE TABLE

STATION	DATA	BEARING	LENGTH	TANGENT
C1	272.72	S 15.00° E	292.81	44.47
C2	481.13	S 23.00° E	511.44	114.44
C3	1838.02	S 23.00° E	198.74	58.77
C4	1838.02	S 23.00° E	198.74	58.77
C5	1838.02	S 23.00° E	198.74	58.77
C6	1838.02	S 23.00° E	198.74	58.77
C7	1838.02	S 23.00° E	198.74	58.77
C8	1838.02	S 23.00° E	198.74	58.77
C9	1838.02	S 23.00° E	198.74	58.77
C10	1838.02	S 23.00° E	198.74	58.77
C11	1838.02	S 23.00° E	198.74	58.77
C12	1838.02	S 23.00° E	198.74	58.77
C13	1838.02	S 23.00° E	198.74	58.77
C14	1838.02	S 23.00° E	198.74	58.77
C15	1838.02	S 23.00° E	198.74	58.77
C16	1838.02	S 23.00° E	198.74	58.77
C17	1838.02	S 23.00° E	198.74	58.77
C18	1838.02	S 23.00° E	198.74	58.77
C19	1838.02	S 23.00° E	198.74	58.77
C20	1838.02	S 23.00° E	198.74	58.77

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SUMMIT ENGINEERS & SURVEYORS, INC.
 2216 OLD HIGHWAY 98 SOUTH ROAD, MOUNT VERNON, WA, 98273
 PHONE: (360) 418-4988 FAX: (360) 418-4949
 EMAIL: YSR@SUMMITES.COM




EXHIBIT "D"

- (21) Rock cuts shall utilize the "step method" in a manner approved by the Building Official and the project geologist or geotechnical engineer.
- (22) Fence design shall be approved by the Parks Department to ensure public safety as far as practicable.
- (23) No significant removal of rock to off-site locations shall occur without approval of a plan by the Planning Commission.
- (24) Lot 10 or Lot 14 will remain undeveloped until such time as access is resolved to the Kilkelly property.
- (25) Blasting can only occur weekdays between 8:00 a.m. to 6:00 p.m.
- (26) In order to protect the root structures on trees in the Anacortes Forestlands, and to reduce the impacts of wind throw, a 30-foot wide NGPE shall be established adjacent to the ACFL before rock cutting/sloping begins.
- (27) A landscaping plan shall be approved by the Planning Commission prior to building permit issuance.
- (28) Geo-technical engineering reports shall be provided for all lots where any structure may be located on or within 15' of a slope of 40" grade or steeper.
- (29) Pages 17 through 19 of these Findings of Fact and Conclusions of Law shall be recorded with the Final Plat drawing.

These Findings of Fact and Conclusions of Law were adopted by the Anacortes City Council on 11/3/03.

CITY OF ANACORTES

By H. Dean Maxwell
H. Dean Maxwell, Mayor

ATTEST:

Ian S. Munce
Ian S. Munce, City Attorney

George Khtaian
George Khtaian, City Clerk

This written decision was mailed to the applicant and appellants (if any) on

Date November 7, 2003

Kathy Janke
Kathy Janke

Rock Ridge West Phase II



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Skagit County Auditor