

Return Address:

Brian Gentry
504 E Fairhaven Ave
Burlington WA 98233



201612190147

Skagit County Auditor \$86.00
12/19/2016 Page 1 of 14 1:48PM

Document Title:

Declaration of Covenants, Conditions and Restrictions

Reference Number (if applicable): _____

Grantor(s): additional grantor names on page ____.

- 1) Felt, Christopher P.
- 2) Felt, Cheryl A.

Grantee(s): additional grantor names on page ____.

- 1) The Plat and
- 2) 48 North on Fidabo Island, LLC, a Washington Limited Liability Company (hereinafter referred to as "48 North")

Abbreviated Legal Description: full legal on page(s) 11.

Lots 3 to 7
Legal Description is on Exhibit A

Assessor Parcel /Tax ID Number: additional parcel numbers on page ____.

P56562 and P56573

LEGAL DESCRIPTION: See Exhibit "A"

This Declaration and Grant is made on the 47th day of December, 2016, by Christopher P. Felt and Cheryl A. Felt, as "Declarants."

Background

- A. Declarants are the owners of approximately 1.27 acres of real property in Anacortes, Skagit County, Washington, which property is more particularly described in **Exhibit "A" and "B"** to this Declaration (the "Property").
- B. Declarants intend to subdivide The Property as shown in the short plat development as shown in Exhibit D ("the Development"), to be recorded with the Skagit County Auditor under Skagit County Auditor's.
- C. Declarants desire to impose upon the development a general plan of development for the mutual benefit of all future owners, which will preserve and enhance the property values and amenities and will further provide for the health, safety, and welfare of the future residents and to benefit an adjoining property owner in respect to height restrictions.

Declaration

NOW, THEREFORE, Declarants hereby declare that all of the property described in Exhibit "A" shall be held, sold, conveyed and occupied subject to the following easements, restriction, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. The easements, covenants, restrictions and maintenance obligations shall run with the land and each individual lot and shall be binding on all parties having or acquiring any right, title, or interest in the development or any part thereof, and shall inure to the benefit of each owner thereof.

Furthermore, any conveyance, transfer, sale, assignment, lease or sublease of a lot shall and is hereby deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarants, any Lot Owner, and any First Mortgagee of a lot.

**ARTICLE I
DEFINITIONS**

For the purpose of this Declaration and any amendments thereto, the following terms shall have the following meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

Section 1. "Accessory Structure" means a subordinate structure which is detached from the

primary structure, the use of which is incidental to the use of the primary structure on the same Lot. Accessory Structures shall not constitute living space.

Section 2. “Declarants” shall mean the owners of record, Christopher P. Felt and Cheryl A. Felt, and their successors and assigns; provided, however, that no successor or assignee of Declarants shall have any right or obligations of Declarants under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 3. “Declaration” means the covenants, conditions, restrictions and maintenance obligations and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 4. “Development” shall mean or refer to that certain real property described on Exhibit “A” and the map attached as Exhibit “B”.

Section 5. “Lot” shall mean any numbered plot of land shown upon any recorded subdivision map of the property.

Section 6. “Lot Owner” shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, including contract purchasers, and excluding contract sellers and further excluding those having an interest merely as security for the performance of an obligation.

Section 7. “Mortgage” shall include a Deed of Trust, Real Estate Contract, or other security interest attaching to real estate.

Section 8. “Notice” shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 7. “48 North PUD” shall mean the preliminary approved 30 lot planned unit development directly east of the Property, currently identified as Skagit County parcel No P31681.

ARTICLE II EXTERIOR MAINTENANCE

Subsequent to the construction of a home on a particular Lot, the Lot Owner shall, at the Lot Owner’s sole expense, keep the Lot and the interior and exterior of the structures on the Lot Owner’s Lot in clean and sanitary condition, free from rodents and pests and in good order, condition, and repair. The Lot Owner shall be responsible to perform all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the structure and lot. The landscaping shall be maintained to the curb or pavement edge of the street.

ARTICLE III

PROTECTIVE COVENANTS

Section 1. Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance. It is in the best interest of each Owner that such uniformity of use be maintained and hereinafter provided. No building (except for Accessory Structures) shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling. Accessory Structures including carports and storage buildings are permitted as allowed by the requirements of this Declaration. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (I) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction

Section 2. Development and Use.

A. **Land Use and Building Type.** No building shall be erected, altered, placed or committed to remain upon any lot other than one single family dwelling, and two Accessory structures such as a shop or garden shed. The dwellings and buildings upon each lot are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use.

B. **Parking.** No commercial trucks in excess of 10,000 pounds, campers, trailers, boats, motorcycles, or other recreational vehicles, or any part thereof, shall be parked or permitted to remain on any lot for any period in excess of 24 hours unless the same is stored and placed in a garage or in the rear or side yard area and screened from sight, or unless the vehicle belongs to a guest, in which case the vehicle belonging to the guest may not be parked for longer than a one-week period of time. All inoperable or non-running vehicles shall be stored behind fencing or screening adequate to screen the vehicle from view of adjoining Lot Owners within the development. No Lot Owner shall have more than two inoperable vehicles on their lot unless the same are stored inside in an enclosed building.

C. **Square Footage.** Each single family residence must have a minimum of one thousand and eight hundred (1,800) square feet, excluding garage area. Each home must have a garage, which shall be of a size to accommodate a full-size automobile.

D. **Minimum Building Setbacks, Maximum Building Heights, and Maximum Vegetation Heights.** All vegetation planted on any of the Lots shall be limited in height to the lower of twenty-five feet (25') in height above adjacent grade or the ridge height of the house constructed on the lot. All buildings or structures shall be constructed in accordance with the laws of the City of Anacortes and applicable building codes. All structures shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to setbacks. All compliance with and maintenance of vegetation heights under this Section shall be the responsibility of and at sole expense of each Lot

Owner, so affected. Should any Lot Owner desire to obtain a variance in regard to either setback or height of a structure, then they shall, in addition to compliance with applicable variance regulations and laws, obtain the consent of all other Lot Owners and the Benefited Owners of Lots 16-20 of the 48 North PUD, as a condition of varying maximum heights or minimum setbacks. The maximum building heights shall be further limited as follows:

a. The maximum building height for any structures constructed on Lot 1 shall be limited to the ridge height of the existing residential building constructed on that Lot as of October 1, 2016.

b. The maximum building height for any structures constructed on Lot 2 shall be limited to a single story residence with a maximum ten foot (10') first story wall height, and having a roof pitch of no more than 4:12; or a single story residence with a maximum nine foot (9') first story wall height, and having a roof pitch of no more than 6:12; so long as the overall ridge height of the building does not exceed twenty five feet (25') above the Southeast corner of Lot 2 as depicted in Exhibit D.

c. The maximum building height of any structures constructed on Lot 3 shall be limited to a two-story residence with a maximum nine foot (9') first story wall and a eight foot (8') second story wall, and having a roof pitch of no more than 4:12;

d. The building height for all structures constructed on Lot 4 shall be as limited by the Anacortes Municipal Code. Except that the setback front building setback shall be a minimum of Thirty feet (30') from the front, or Northerly, property line. Vegetation in the northeasterly quadrant of the lot will be limited to no more than ten feet (10') in height above original grade.

E. Construction Standards and Manufactured Housing. No mobile homes shall be permitted within the development. All construction on the lots within the development shall be in accordance with state and local building codes applicable at the time of construction.

F. Garbage and Refuse. Subsequent to the construction of a home on a particular Lot, the Lot Owner shall, at the Lot Owner's sole expense keep garbage, refuse, rubbish, cuttings, and debris of any kind from being deposited on or left upon the Lot Owner's Lot unless placed in an attractive container suitably located and screened from view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans may only be placed in public view on the day of garbage pick-up.

G. Business and Commercial Use of Property Prohibited. No trade, craft, business, or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within the building located on a residential lot. Notwithstanding the foregoing, certain bonafide "home enterprises" may

be conducted in the residence if there is no traffic impact or resulting nuisance. Day cares or automobile and equipment repair and similar businesses, which require the repair and disassembly of machinery in open view to other Lot Owners, shall not be a permitted home enterprise.

H. Temporary Structures. No trailers, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence, even temporarily. No building or structure shall be moved on to the Property from any land outside the development unless the same is used by the contractor as a temporary office or storage space.

I. Completion of Construction. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting or staining, and shall be connected to sewers within twelve (12) months from the date of commencement of construction. All yards and landscaping must be completed within three (3) months from the date of completion of the structure and within not less than fifteen (15) months from commencement of construction of the structure (whichever event occurs first). All lots shall be maintained in a neat and orderly condition during construction.

J. Division of Lots. No more than 4 lots for single family residential use shall be created for the purpose of sale or lease.

K. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any lot or upon any other portion of the Property. Likewise, all Lot Owners shall be considerate of the other Lot Owners and shall limit noise from radios, televisions, stereos, recreational vehicles, lawnmowers, etc. Violation shall be deemed a nuisance.

L. Signs. No sign of any kind shall be displayed to the public view on or from any lot except for a "for rent" or a "for sale" sign, or political sign. All signs shall be limited to not more than 6 square feet in area on each face of a two-sided sign. This section shall not apply to the Declarants or to any builder during the construction period of any residential structure.

M. Animals. Animals, including horses, livestock, poultry, reptiles, or pigs shall not be kept outside of any structure on any lot. Household pets shall not exceed three (3) in numbers. Provided that unweaned puppies or kittens may be kept until weaned. All animal enclosures must be kept in a clean, neat, and odor free condition at all times. Dogs which repeatedly bark are not permitted ("repeated barking" being defined as sustained barking for more than ten minutes). Regardless of anything set forth elsewhere in this Declaration, all owners shall comply with governmental laws, codes, ordinances, and regulations pertaining to animals.

N. Fences. All fences shall be constructed in a good and workmanlike manner and shall be constructed of suitable fencing material of wood or wood look composite material. Such fencing structures shall comply with fencing guidelines or requirements as

established by applicable governmental codes and regulations.

O. Mailboxes. The Declarants will construct the initial mailboxes. If the mailboxes require replacement, they will be replaced with a mailbox which is of the same design and size as those initially constructed by the Declarants.

ARTICLE IV GRANT OF HEIGHT RESTRICTION TO PROTECT VIEWS

DECLARANT hereby Grants and Conveys to 48 North on Fidalgo Island, LLC, a Washington Limited Liability Company (hereinafter referred to as "48 North") and its successors and assigns a restrictive view protection covenant in perpetuity for the protection of views of Lots 16-20 of the 48 North PUD (Preliminary Plat as approved by the City of Anacortes), referred to herein and related documents as "Benefitted Owners". The said restriction shall limit the heights of buildings and vegetation in accordance with the provisions of Article III, Section 2(D)(a-d), hereof in order to maintain for the said owners of Lots 16-20 territorial views to the West and North across the Property. This covenant shall be appurtenant to and a covenant running with the land for Lots 16-20 of the 48 North PUD, as described in Exhibit C, hereto. This covenant shall be enforceable by the individual lot owners or the homeowners association of the 48 North PUD, once formed, but Benefitted Owners shall not maintain separate causes of action for enforcement if the homeowners association of 48 North PUD elects to maintain legal enforcement action; this in order to avoid a multiplicity of suits. The General Provisions of Sections 1-5 of Article V shall apply to this covenant and the enforcement thereof.

ARTICLE V GENERAL PROVISIONS

Section 1. Binding Effect. All present and future owners or occupants of lots shall be subject to and shall comply with the provisions of this Declaration, and with any amendments. The acceptance of a deed or conveyance or the entry into occupancy of any lot shall constitute an agreement that the provisions of this Declaration and amendments are accepted and ratified by such owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person who has at any time any interest or estate in such lot as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 2. Enforcement. Any Lot Owner or the nonprofit Homeowner's Association established for this property; may institute proceedings at law or inequity to enforce all restrictions, conditions, covenants and reservations, now or here after imposed by the provisions of this Declaration. Should any of the foregoing parties employ counsel to enforce any of the terms of this Declaration, all costs incurred in such enforcement, whether negotiated, stipulated, arbitrated, or determined by a court, including reasonable attorney's fees and costs, including those on appeal, shall be paid by non-prevailing party.

Section 3. Failure to Enforce. No delay or omission on the part of the Declarants, the owners of the lots, or the nonprofit homeowner's corporation, in exercising any rights, powers or remedy

herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarants for or on account of the Declarants' failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions. The remaining provisions shall continue in full force and effect.

Section 5. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the lots by providing a common plan for the development of the Property.

Section 6. Counterparts. This Declaration or amendments hereto may be executed in counterparts and all so executed shall constitute one agreement binding in all the parties notwithstanding that some of the parties are not signatories to the original of the same counterpart.

Section 7. Notices. All notices required to be given pursuant to the provisions of this Declaration or as may be required pursuant to the bylaws of the nonprofit corporation, shall be given by certified mail, return receipt requested, to the Lot Owner at their last known address or, if not known, to their address which is of record at the Skagit County Treasurer's Office. Such notice shall be deemed conclusive and binding upon the Lot Owner in all respects.

Section 8. Declarants reserve the right to assign, sell, transfer, lease, or rent all or a portion of the Property, and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

Section 9. Government Fees and Charges. This development may be subject to water, sewer, and stormwater hook-up fees, and transportation, fire, school, and/or park impact fees. Such fees and charges shall be paid by the Lot Owner at the time of issuance of a building permit.

Section 10. Certain Rights of Declarants. For such time as Declarants shall own lots for development purposes (as opposed to residential purposes), there shall be no amendments to the Declaration or the Articles of Incorporation of the nonprofit corporation unless agreed to by Declarants, which:

- A. Discriminate or tend to discriminate against the Declarants's right as an owner/developer;
- B. Change Article 1 ("Definitions") in a manner which alters Declarants's right or status;
- C. Alter the character and rights of membership or the rights of Declarants as provided

for in this Declaration;

- D. Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-ways;
- E. Alter the basis for assessments;
- F. Alter the provisions of the use restrictions as set forth in Article IV; or
- G. Alter the Declarants's rights in any way as they appear under this Article.

ARTICLE VI TERM

This Declaration shall be effective upon recording with the Skagit County Auditor. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

ARTICLE VII AMENDMENT

Section 1. Amendment. This Declaration and its covenants, conditions, and restrictions may be amended during any term by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners. Any amendment must be recorded to be effective, PROVIDED, that no amendment may be made to the height restrictions set forth in Art. III, Section 2 (D), without the written consent of all Benefitted Lot Owners of Lots 16-20 of the 48 North PUD. Any Lot owner may propose an amendment to this Declaration.

Section 2 Amendment by Declarants. Declarants reserve the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation or Federal National Mortgage Association, or Federal Housing Administration regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association or if such amendment is necessary to secure funds or financing provided by, through, or in conjunction with wither the Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association, or Federal Housing Administration. If the Declarants, at their option, determines that it is necessary to so amend the Declaration, then Declarant, on behalf of all Owners, is hereby authorized to execute and have recorded such required amendment or amendments. All Owners hereby grant to Declarants a full and complete power of attorney to take any and all actions necessary to effectuate and record such required amendment and agree that such amendments shall be binding upon their respective Lots and

upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed the amendment or amendments.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 5th day of December, 2016

Declarants:


Christopher Felt


Cheryl Felt

State of Washington)
)SS
County of Skagit)

I certify that I know or have satisfactory evidence that Christopher P. Felt and Cheryl A. Felt are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: December ~~5th~~ 5th, 2016 
Notary Public

My appointment expires: 15 MAY 2017



EXHIBIT A – LEGAL DESCRIPTION OF FELT

P56562

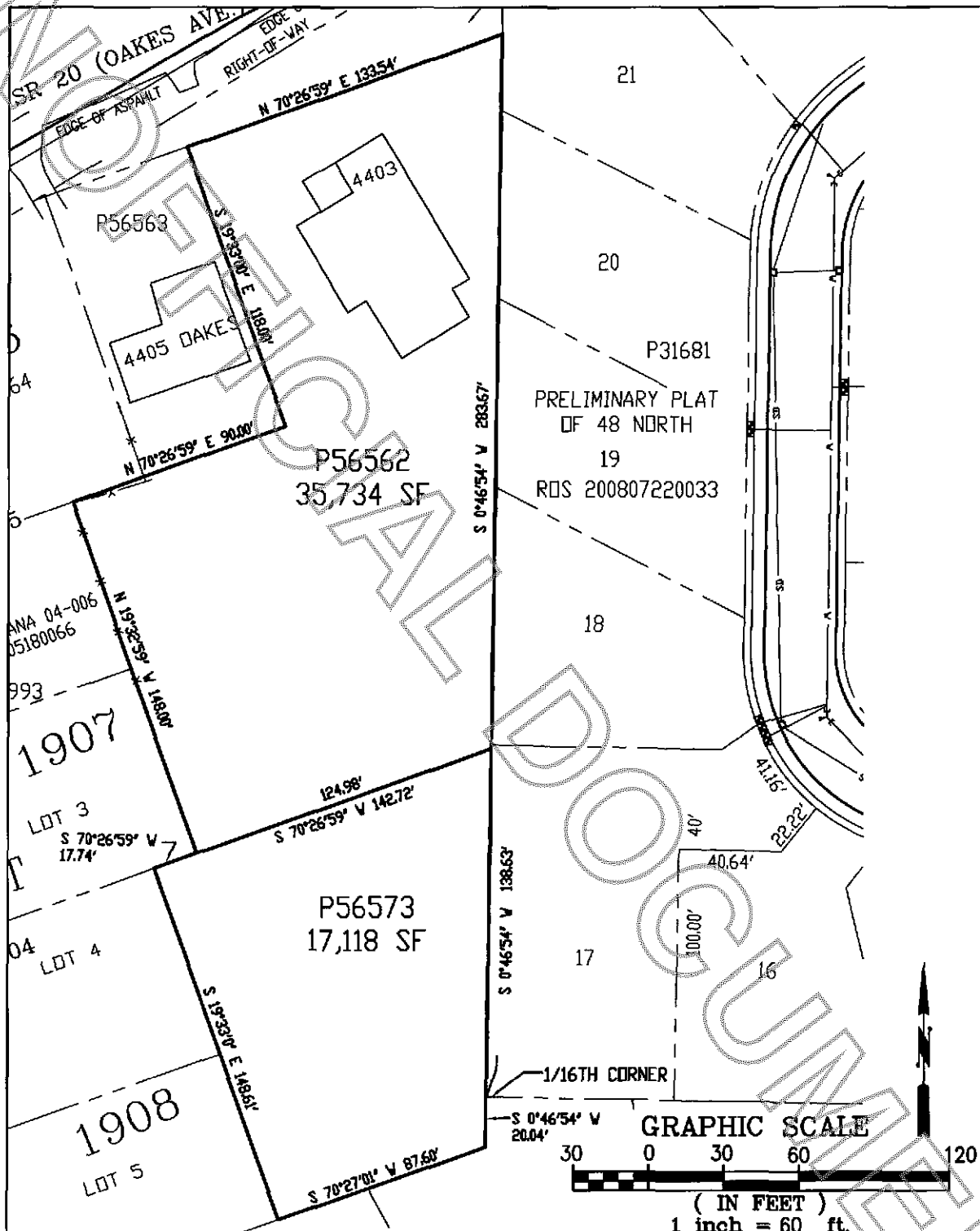
BARING ADDITION TO ANACORTES, LOTS 3 TO 7, BLOCK 1906, TOGETHER WITH THE NORTHERLY 1/2 OF ADJACENT ALLEY VACATED UNDER ORDINANCE NO. 1727; INCLUDING LOTS 5 TO 10, BLOCK 1907, TOGETHER WITH SOUTHERLY 1/2 OF ADJACENT VACATED ALLEY, ORDINANCE NO. 1727, AND NORTHERLY 1/2 ADJACENT VACATED 4TH STREET, ORDINANCE NO. 1726

P56573

BARING'S ADD TO ANA. LTS. 7 TO 11 BLK 1908 TGW SLY 1/2 VAC 4T HST W ADJ ORD#1726

P56563

BARING'S ADD TO ANACORTES, LOTS 8 & 9, BLOCK 1906, "BARINGS ADDITION TO ANACORTES, WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW. LOTS 8 & 9, BLOCK 1906, "BARINGS ADDITION TO ANACORTES, WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW.



**HERRIGSTAD ENGINEERING
 & SURVEYING**
 4320 WHISTLE LAKE ROAD
 ANACORTES, WA 98221 299-8804

EXHIBIT B

4403 Oakes Avenue
 Parcels P56562 &
 P56573
 DATE: Dec 12, 2016

Exhibit C

Schedule "A-1"

156549-SAE

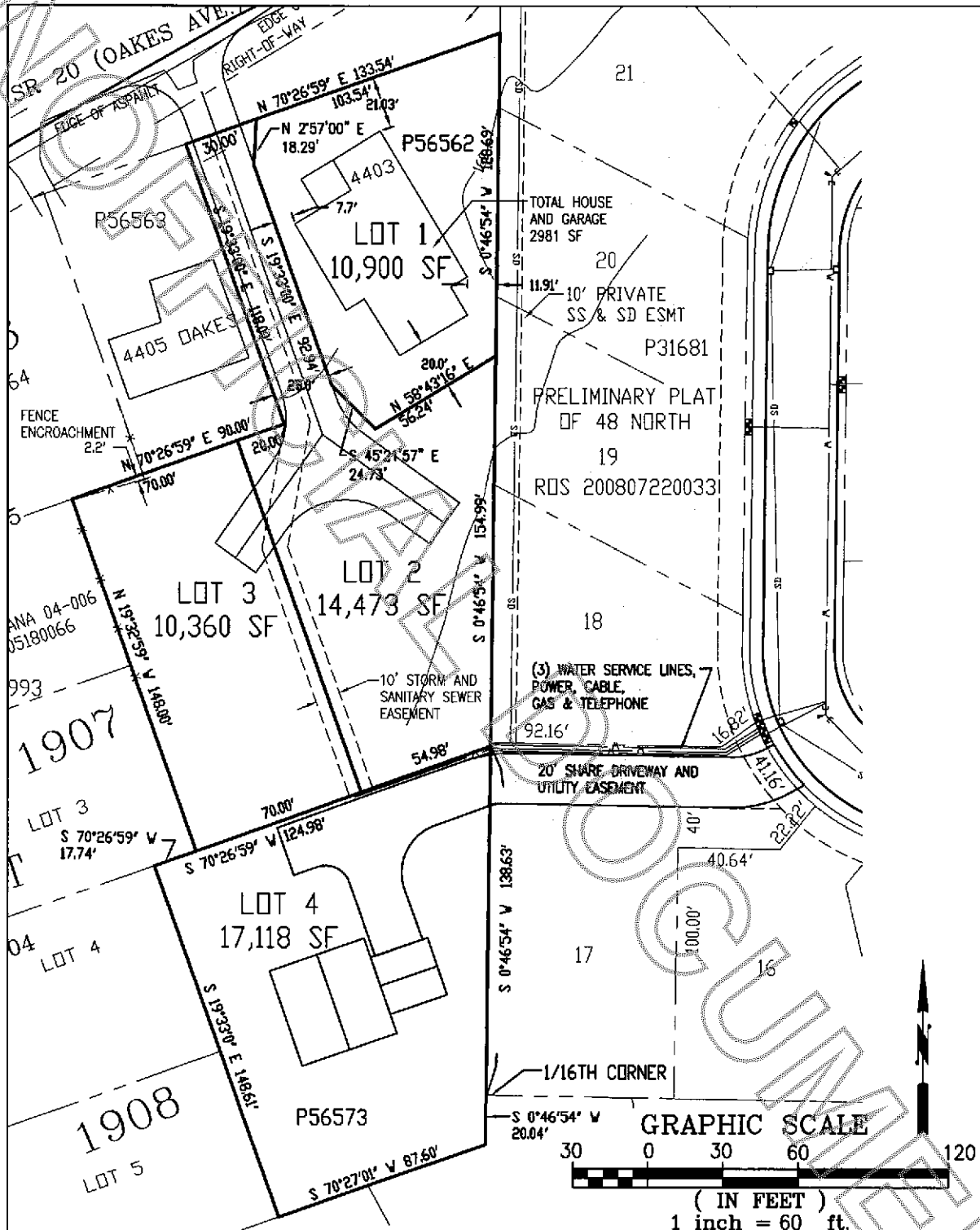
DESCRIPTION:

That portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 35 North, Range 1 East, W.M., lying Southeasterly of the "BURROWS BAY ROAD", EXCEPT the "COPPER MINE ROAD" along the East line thereof, AND EXCEPT the following described tracts:

- a.) Beginning at the Southeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section; thence North $88^{\circ}59'46''$ West along the South line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 30.00 feet to the West line of the "COPPER MINE ROAD"; thence continue North $88^{\circ}59'46''$ West 781.88 feet; thence North $2^{\circ}11'29''$ East 669.34 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the true point of beginning of this description, said point being the Northwest corner of that certain tract conveyed to the Port of Anacortes, a municipal corporation, by deed recorded July 22, 1968, under Auditor's File No. 716164; thence from said true point of beginning run South $2^{\circ}11'29''$ West along the West line of said Port of Anacortes tract, a distance of 15 feet; thence West parallel with the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Easterly line of the "BURROWS BAY ROAD"; thence Northerly along said Easterly line to the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence East along said North line to the true point of beginning.
- b.) Beginning at the Southeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North $88^{\circ}59'46''$ West along the South line of said subdivision 30.00 feet to the West line of the "COPPER MINE ROAD", and the true point of beginning; thence continue North $88^{\circ}59'46''$ West 781.88 feet; thence North $2^{\circ}11'29''$ East 669.34 feet to the North line of said subdivision; thence South $88^{\circ}40'23''$ East along the North line of said subdivision 760.00 feet to the West line of the "COPPER MINE ROAD"; thence South $0^{\circ}18'59''$ West along said road a distance of 664.96 feet to the true point of beginning.

Situate in the City of Anacortes, County of Skagit, State of Washington.

Exhibit D



<p>HERRIGSTAD ENGINEERING & SURVEYING 4320 WHISTLE LAKE ROAD ANACORTES, WA 98221 299-8804</p>	<p>Access & Utility Easements to Felt Three Lots</p> <p>SCALE: NOTED</p>	<p>4403 Dakes Avenue Parcels P56562 & P56573</p> <p>DATE: Nov. 2, 2016</p>
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