

EXHIBIT A

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on FIDALGO MARINA CONDOMINIUM:
Recording No.: 9302250059

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on SHORT PLAT NO. ANA-92-005:
Recording No.: 9301110152

3. Easement including the terms, covenants, and provisions thereof, granted by instrument
Recorded: November 16, 1992
Recording No.: 9211160117, records of Skagit County, WA
In favor of: Puget Sound Power & Light Company, a Washington corporation
For: Underground distribution and electric lines and appurtenances thereto

4. Declaration of Easements, including the terms, covenants, and provisions thereof, granted by instrument
Recorded: February 25, 1993
Recording No.: 9302250058, records of Skagit County, WA

5. Terms, covenants, conditions, easements, and restrictions and liability for assessments contained in Declaration of Condominium for said condominium;
Recorded: February 25, 1993
Recording No.: 9302250060, records of Skagit County, WA

Correction thereto;
Recorded: March 5, 1993
Recording No.: 9303050032, records of Skagit County, WA

And amendment thereto
Recorded: August 16, 1995 and April 24, 2017
Recording No.: 9508160024
Recording No.: 201704240135
records of Skagit County, WA

6. Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;
TOGETHER WITH the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed
From: The State of Washington
Recorded: November 24, 1909
Recording No.: 76533
Recording No.: 96389
records of Skagit County, WA

7. Right of the State of Washington or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses, or other easements for transporting and moving timber, stone, minerals or other products from other lands, contained in Deed
From: The State of Washington
Recording No.: 76533, records of Skagit County, WA

8. Assessments levied pursuant to Declaration of Condominium and/or Bylaws for said condominium and any amendments thereto, to the extent provided for by RCW 64.34

9. Any lien or liens that may arise or be created in consequence of or pursuant to an Act of the Legislature of the State of Washington entitled "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the State, granting rights of way across lands belonging to the State: Approved March 9, 1893

10. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
11. Lease, including the terms, covenants, conditions, and easements and provisions thereof, and any failure to comply with the terms, covenants, conditions and provisions:
- Recorded: February 3, 2017
 Recording No.: 201702030107
 Lessor: State of Washington, Department of Natural Resources
 Lessee: City of Anacortes
 For a term of: 17 years, beginning January 3, 2017, and ending January 2, 2034
 Affects: Parcel B and other property
12. Lease, including the terms and conditions thereof, and any failure to comply with the terms, covenants, conditions, and provisions;
- Recorded: April 24, 2017
 Auditor's No.: 201704260024, records of Skagit County, WA
 Lessor: City of Anacortes
 Lessee: Fidalgo Marina Owners Association
 For a term of: 17 years, beginning January 1, 2017 and ending January 1, 2034
 Affects: Parcel B and other property
13. Terms, covenants, conditions and provisions of the lease referred to in Schedule A hereof, and the effect of any failure to comply with the terms, covenants, conditions and provisions thereof.
 Affects: Parcel B
14. Any adverse claim or other boundary dispute which may exist or arise by reason of the failure of the sublease referred to in Schedule A as to Parcel B to locate with certainty the boundaries of the subleased premises as defined in said sublease. No insurance is given as to the dimensions or location of said subleased premises within the property described in the lease from the State of Washington, Department of Natural Resources, as lessor, to the City of Anacortes, as lessee, recorded under Recording No. 201702030107 or in the sublease from the City of Anacortes, as sublessor, to Fidalgo Marina Partnership, as sublessee, recorded under Recording No. 201704260024, records of Skagit County, Washington.
15. Any adverse claim or other boundary dispute which may exist or arise by reason of the failure of the deed under which title to Parcel C is vested, to locate or describe with certainty the improvements described in said Parcel C. No insurance is given as to the dimensions or location of said improvements within the property described in the lease from the State of Washington, Department of Natural Resources, as lessor, to the City of Anacortes, as lessee, recorded under Recording No. 201702030107, or in the sublease from the City of Anacortes, as sublessor, to Fidalgo Marina Partnership, as sublessee, recorded under Recording No. 201704260024.
16. Right, title and interest of the City of Anacortes and/or the State of Washington, either present or by reversion, in and to that portion of said premises described as Parcel C.
17. Any defect in or invalidity of or any matters relating to the leasehold estate described in Schedule A which would be disclosed by an examination of the unrecorded lease referred to in the memorandum thereof referred to in Schedule A under Recording No.: 9404110132, records of Skagit County, Washington.
18. Affect, if any, of record of survey recorded November 10, 2003 under Recording No.: 200311100222, records of Skagit County, Washington.
19. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey.

Recording No: 201609300174