

Please return to Bruce Flanagan, 3706 West 2nd Street, Anacortes, Wa 98221.



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11/03/2023 10:36 AM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

CC & R's for 3708 Oakes View Lane, Anacortes, WA 10/29/2021, and its
Legal Description as follows:

LOTS 1 AND 2 AND THE EASTERLY HALF OF LOT 3, BLOCK 1202,
NORTHERN PACIFIC ADDITION TO ANACORTES, AS PER PLAT
RECORDED IN VOLUME 2 OF PLATTS, PAGES 9 TO 11, RECORDS
OF
SKAGIT COUNTY WASHINGTON. P135971

Bruce and Joan Flanagan are the owners in fee simple of a closely adjacent(to their residence) unimproved parcel of real property, located in Anacortes, Skagit County, Washington, hereinafter referred to as Parcel 1, 3708 Oakes View Lane, AND IS THE SUBSERVIENT PARCEL as further detailed in the the following language of this document known as the CC & R's for 3708 Oakes View Lane, Anacortes, WA. Additionally, and known herein as Parcel 3, is an improved parcel, commonly known as 3706 West 2nd Street, which is immediately South of, and adjacent to Oakes View Lane, running in an EastWest direction, thus separating Parcel 1, from Parcel 3. For purposes of this covenant, Parcel 3 is the dominant parcel, and also owned by Bruce and Joan Flanagan, while the recently created parcel 1, 3708 Oakes View Lane is the servient parcel within this covenant.

Parcel 3's legal description is as follows, 3706 West 2nd Street, Anacortes, WA 98221: THE WEST 20 FEET OF LOT 4, ALL OF LOTS 5 AND 6, AND THE EAST 20 FEET OF LOT 7, BLOCK 1203, NORTHERN PACIFIC ADDITION TO ANACORTES, AS PER PLATT RECORDED IN VOLUME 2 OF PLATTS PAGES 9 THROUGH 11 RECORDS OF SKAGIT COUNTY, WASHINGTON.

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2. For all future purposes of this covenant, Parcel One, 3708 Oakes View Lane, lies to the West and North of Parcel 3, aka 3706 West 2nd Street. It is hereby required by the owners of this lot, Parcel 3, that the following requirements become part of and run with the land of this, 3708 Oakes View Lane, Parcel One, as follows ... 1) that there be a no-construction setback of 10 feet required in which no surface construction will be permitted, without the express specific written permission received from the owners of Parcel 3, the dominant parcel within this covenant. This no-construction sideyard setback, running south to north 100 feet, is to be situated on the Western side of said lot, 3708 Oakes View Lane. With the exception of the perimeter fencing, nothing is to be constructed or placed on the surface on this herein designated 10 ft setback, no sheds, nor storage units, nor dog runs, or dog houses. The only exception would be their perimeter fencing, and trees and natural plantings not to exceed 12 feet in height.

3. The owners of this Parcel One, 3708 Oakes View Lane, will be required to submit and receive the written approval of a full set of their house plans from Bruce and Joan Flanagan, present owners of the dominant parcel, 3706 West 2nd Street, Anacortes, WA, known herein as Parcel 3, prior to submitting them to the City for the City's approval. They are to be the identical plans that they will subsequently submit to the City.

3A. The height limitation for this Parcel One, 3708 Oakes View Lane, for home/house building purposes shall be the average natural grade, plus 20 feet, and shall not exceed twenty feet, as measured by the City of Anacortes Standards, i.e .. generally in the middle of the structure. This then limits the total structure, including basement to a main floor/1st floor, and then a so-called Daylight Basement below the 1st Floor/Main floor. The structure is Not to exceed 20 feet above(the bottom of the

basement floor) the native ground as smoothed and leveled, not filled;

so as to produce an average median grade(level) as calculated from the

datum of that particular parcel, going from south to North, in a descending

slope to the Northern edge of said Parcel One, 3708 Oakes View Lane.

The foregoing declarations contained in Sections 1,2, 3, and 3A of this Declaration, are hereby specifically included in the language continuing in the balance of this Declaration, and numbering, 5, 6, 7, and 8.

Further Declarations

4. Additional Easements and or reservations over the airspace above all of Lot B, 3708, Oakes View Lane, Anacortes, WA 98221, both for the benefit of Parcel 3, 3706 West 2nd St., Anacortes, WA, 98221, and/or any portion thereof are hereby created by Declarants through the following additional Declarations of View Easements.

5. General Provisions. 3708 Oakes View Lane, Parcel One herein, shall be subjected to the terms and conditions of this Declaration, which are intended to benefit Parcel 3, , (3706 West 2nd St) and/or any portions thereof, and the owners, purchasers and other lawful occupants thereof. Accordingly, the terms of this declaration are hereby established and declared as covenants running with the land and every person or entity who has by deed, contract, lease, or by other instrument or conveyance acquires an interest in or right to use and/or the occupancy of Parcel One, 3708 Oakes View Lane, or any part thereof, shall be deemed to have made and accepted such deed, contract or lease or other conveyance and the rights to use the property thereby conferred or conveyed, all subject to the rights, benefits, burdens, terms and conditions herein stated, and their heirs, assigns, executors, administrators or successors in interest shall be likewise bound to the same extent.

a. These Rights, Benefits, Burdens, Terms and Conditions shall be enforceable at law and in equity by the owner, purchasers or other lawful occupants of Parcel 3, or any part thereof, against any person or persons who shall violate them or threaten to violate them.

b. The rights, benefits, burdens, terms and conditions set forth herein shall be deemed to be fully and sufficiently incorporated into any instrument or conveyance by reference to the same in said instrument of conveyance. However, any failure to refer to these rights, benefits, burdens, terms and conditions of restrictions in an instrument or conveyance shall in no way render them ineffective against transferees or their heirs, successors, and assigns in the real property described herein.

6. View Easements and Height Restrictions-Trees, Vegetation.

a. Not to exceed 12 feet above the native ground as smoothed and leveled, not filled; so to produce an average median grade(level) as calculated from the datum of that particular parcel, Lot B, going from South to North, in a descending slope to the Northern Edge of said Lot B.

b. Following the close of escrow of Lot B, 3708 Oakes View Lane, there will be no tree or vegetation in excess of 12 feet on Lot B. The owners of this parcel shall keep all trees and vegetation on Lot B, trimmed and cut so as to maintain a maximum height of 12 feet above ground level as described in Sections 6 a., and 6 b., above.

7. Enforcement.

In undertaking any landscaping or planting on Lot B aka 3708 Oakes View Lane, the owner is encouraged to select plants in such variety and knowledge of predictability of future growth, so as new plantings will never grow beyond the maximum height herein set forth. In the event the owner(s) of Lot B fail to maintain the trees and vegetation on their parcel so that they are allowed to exceed said maximum height herein before set forth, the owners of Parcel Three shall have the right to demand that the owner of the offending Parcel cause such maintenance be performed, If the owners of the offending Parcel fail to remedy tree or vegetation height limitation within thirty days of a written demand, the owner of Parcel Three may cause such maintenance to be performed, in which case the owner of the offending Parcel shall be liable to reimburse the owner of Parcel Three for the cost of such maintenance. If the owner of the offending parcel fails to reimburse such costs within 30 days after written demand for such reimbursement, a lien of record may be placed of record on the offending Parcel, which maybe foreclosed upon pursuant to the Washington laws applicable to mechanics liens. The Owner of Parcel Three and his or her, or their agents, employees, and/or contractors shall have an access easement over the grounds of the offending parcel to perform such maintenance as allowed in the Section.

8. Attorney Fees

a. In the event that the owners of Parcel Three are forced to hire an attorney to enforce the terms of these covenants and this agreement, the owners of the offending parcel or parcels shall be required to reimburse the owners of Parcel Three for reasonable Attorney Fees and associated costs. If any such attorney fees and associated costs are not so reimbursed within 30 days of written demand therefore; a lien may be placed of record upon the offending parcel, which may be (foreclosed upon pursuant to the Washington Laws applicable to mechanics liens.) and/or if an action is brought to enforce this agreement, the prevailing party shall receive its reasonable attorney fees, in an amount fixed by the Court.

b. Duration of easement. The easements described herein, and all other terms and conditions of these Declarations shall be perpetual in nature.

c. Changes and modifications. No changes, modifications, additions or amendments to these Declarations may be made without the acknowledged written consent of all owners of Parcel 3, or any portion thereof, in a document filed for record with the Skagit County Auditor.

d. Severability. Invalidation by judgment or other Court Order of any provision, sentence, paragraph, or portion of These Declarations shall in no way affect or invalidate any other portions thereof and the remaining portions shall remain in full force and effect.

EXECUTED this 1 day of November, 2023

Signed by owners Bruce and Joan Flanagan

Bruce Flanagan Joan Flanagan

Appeared before me Bruce Flanagan
and Joan G Flanagan on November 1st 2023

Martine E Lehr

Notary Public's seal and acknowledgement

C C & R's. for 3708 Oakes View Lane, Parcel One

