

Filed for Record at Request of:

Thomas C. Brodersen and Ann D. Brodersen  
2310 Anton Way  
Anacortes, WA 98221

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DOCUMENT TITLE: Restrictive Covenant to Preserve Views  
 REF. # OF RELATED DOCUMENT: N/A  
 GRANTOR: Thomas C. Brodersen and Ann D. Brodersen, Trustees of the Thomas C. Brodersen and Ann D. Brodersen Revocable Trust, u/d/t dated October 7, 1992  
 GRANTEE: Thomas C. Brodersen and Ann D. Brodersen, Trustees of the Thomas C. Brodersen and Ann D. Brodersen Revocable Trust, u/d/t dated October 7, 1992  
 ABBREVIATED LEGALS: Lots 14 and 16 Plat of Rock Ridge South, Phase 3  
 ASSESSOR'S TAX PARCEL NUMBERS: P127684 / 4960-000-014-0000  
 P127686 / 4960-000-016-0000

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RESTRICTIVE COVENANT TO PRESERVE VIEWS

This Restrictive Covenant to Preserve Views in favor of Grantee's property is made by and between Grantor and Grantee, again, for the benefit of Grantee's property. Grantor and Grantee are the owners in fee simple of real property legally described in Exhibit A. Grantor and Grantee wish to place a restrictive covenant on title to Grantor's property that will burden, touch and concern, and run with the land and title of Grantor's property, which is and shall be binding on successors in interest thereof, in order to preserve Grantee's property's views over Grantor's property for the benefit and the overall betterment of Grantee's property, including successors in interest thereof.

NOW THEREFORE, in consideration of the mutual terms and covenants herein, along with other valuable consideration, the sufficiency and receipt of which is hereby irrevocably acknowledged and agreed upon, the parties further agree as follows:

1. INTENT AND PURPOSE. The intent and purpose of this restrictive covenant is to perpetually preserve views over Grantor's property for the benefit of Grantee's property and grant the associated rights and impose the corresponding burdens, both to the full extent described below.
2. COVENANT TO PRESERVE VIEWS. Grantor hereby covenants to Grantee and Grantee's successors and assigns, that views over Grantor's property shall be perpetually preserved to the fullest extent possible by prohibiting trees, vegetation, and or any structures that would block Grantee's views over Grantor's property above that point which is two and twelve

tenths of a foot (2.12') below that certain elevation control point located at the midpoint of Grantee's property (i.e., Lot 14) at the top of curb, which elevation control point is irrevocably agreed by the parties to be 404.12' above sea level, resulting in a . (This elevation control point is also understood and irrevocably agreed upon by the parties to be the basis for general height restrictions for Lot 14 in the Rock Ridge South, Phase Three Covenants, Conditions, and Restrictions recorded under Skagit County Auditor's recording number 2008106300058.)

Regarding structures on Grantor's property, Grantee shall have the right, and Grantor hereby irrevocably recognizes that right, to have construction of or the existence of any violating structure enjoined or ordered removed by any court of competent jurisdiction. Regarding trees and vegetation, this restrictive covenant shall be accomplished and maintained by the owners of Lots 14 and 16 by way of mutually agreed upon means or as provided in paragraph 3, below, if the parties fail to mutually agree upon the means after using their best efforts to so agree. Regarding the remedies set forth herein, Grantor irrevocably grants Grantee the right to take all reasonably necessary and proper actions to maintain the views, including self-help as defined in paragraph 3, below.

3. **RIGHT OF ENTRY (SELF-HELP).** In the event the parties, after using their best efforts to do so, are unable to mutually agree upon the reasonable means necessary to preserve Grantee's views, as defined in paragraph 2, above, with regard to trees and vegetation, Grantee may after seven (7) days written notice enter or cause the entry onto Grantor's property for the purpose of correcting any tree or vegetation condition that impairs Grantee's hereby preserved views. Any such entry shall be made without liability to Grantor. Notice shall be deemed effective upon Grantee's receipt of written confirmation that the recipient owner Grantor's property personally received the written notification (i.e., return receipt requested or personal delivery). Notwithstanding the foregoing, self-help shall be accomplished by licensed and bonded contractors and or arborists after Grantee has acquired all necessary permits and complied with all laws, regulations or other covenants affecting the properties. Regarding acquisition of such permits and to comply with all laws, regulations or other covenants affecting the properties, Grantor irrevocably appoints Grantee as its attorney-in-fact for the limited purpose of acquiring any necessary permits and to comply with all laws, regulations or other covenants affecting the properties to accomplish the intents and purposes of this restrictive covenant to preserve views. All costs of any such self-help shall be borne solely by Grantee. Further, Grantee shall indemnify and hold Grantor harmless regarding any injury, loss, fine or such, including reasonable attorney's fees and costs actually incurred by Grantor arising out Grantee's self-help.

4. **BINDING ARBITRATION.** Further notwithstanding paragraph 3, above, if Grantor believes that the requested prevention and or removal of structures, vegetation and or trimming or topping of trees allegedly blocking views is unreasonable, Grantor may have the matter submitted to binding arbitration; provided written demand for arbitration is delivered to Grantee within the seven (7) day notice period set forth in paragraph 3, above. Such delivery shall be done as provided in paragraph 3, above. The parties may agree upon an arbitrator, or, if they cannot so agree, then the Clerk of the Superior Court of Skagit County shall have the authority to

name an arbitrator of the Clerk's choosing. The costs of the arbitration shall be allocated according to paragraph 6, below.

5. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this restrictive covenant, including the benefits and burdens, touch and concern and run with the land and are binding upon and inure to the benefit and or burden of the parties, their heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives, and legal representatives.

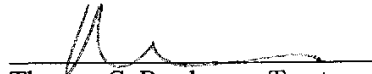
6. **ATTORNEY'S FEES AND COSTS.** In any action, proceeding, or arbitration between the parties to this restrictive covenant to preserve views arising out of the same, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party, including on appeal. Any such action shall be brought in Skagit County, Washington.

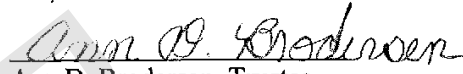
7. **EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS.** The parties agree to execute all necessary documents to accomplish the intent and purpose of this restrictive covenant to preserve views.

IN WITNESS WHEREOF the parties have executed this Restrictive Covenant to Preserve Views this 5<sup>th</sup> day of December 2023.

GRANTOR:


Thomas C. Brodersen and Ann D. Brodersen Revocable Trust, u/d/t dated October 7, 1992

  
Thomas C. Brodersen, Trustee

  
Ann D. Brodersen, Trustee

GRANTEE:

Thomas C. Brodersen and Ann D. Brodersen Revocable Trust, u/d/t dated October 7, 1992

  
Thomas C. Brodersen, Trustee

  
Ann D. Brodersen, Trustee

ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
COUNTY OF TULARE }

On December 5, 2023, before me, Amy L. Moorhead, a notary public, personally appeared Thomas C. Brodersen and Ann D. Brodersen, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

(Seal)

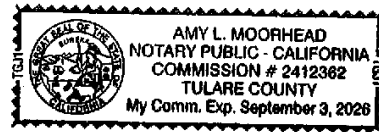


EXHIBIT A  
(Legal Descriptions)

GRANTOR'S PROPERTY:

Lot 14, Plat of Rock Ridge South Phase 3, according to the plat thereof, recorded under Auditor's file number 200806300185, records of Skagit County, Washington. Situate in Skagit County, Washington.

GRANTEE'S PROPERTY:

Lot 16, Plat of Rock Ridge South Phase 3, according to the plat thereof, recorded under Auditor's file number 200806300185, records of Skagit County, Washington. Situate in Skagit County, Washington.