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**DOCUMENT TITLE(S):**

Declaration of Covenants, Conditions, Restrictions and Reservations for The Reserve at Channel Landing Phases I, II and III

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**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR:**

Channel Landing LLC and Washington Federal

**GRANTEE:**

FUTURE LAND OWNERS

**ABBREVIATED LEGAL DESCRIPTION:**

LOTS 1-4 ANACORTES S/P 05-006

LOTS 4-13 BLK 1404 & LOTS 4-15 BLK 1405 BERING ADA

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**Declaration  
&  
Covenants, Conditions,  
Restrictions, Easements  
&  
Reservations**

**The Reserve At Channel Landing  
Anacortes, Washington 98221**

11/6/2013 8:16:14 AM



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**Covenants, Conditions, Restrictions, Easements and Reservations for The Reserve at Channel Landing**

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Return recorded document to:  
Strandberg Construction, Inc.  
PO Box 319  
Anacortes, WA 98221

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS FOR  
THE RESERVE AT CHANNEL LANDING Phases I, II and III**

THIS DECLARATION of Covenants, Conditions, Restrictions and Reservations for The Reserve at Channel Landing Phases I, II and III, a Residential Development, situate in the City of Anacortes, Skagit County, Washington (hereinafter referred to as the "Declaration") is made this 6<sup>th</sup> day of Nov 2013 by Channel Landing LLC, a Washington business corporation, (hereinafter referred to as the "Declarant") and Washington Federal, (hereinafter referred to as the "**WASHINGTON FEDERAL** "Owner" which declare that the real property hereinafter described is and shall be subject to these covenants, conditions, restrictions and reservations. The real property herein described in addition to all recorded common areas, easements and "NGPE" within the recorded plats.

**REFERENCE FACTS**

**1. DECLARANT** which has its principal office at 2018 R Avenue Anacortes Washington 98221, is the owner and holder of all equitable and legal right, title and interest in and to that portion of the Property described in Exhibit C attached and incorporated herein by this reference ("Phase III").

**2. WASHINGTON FEDERAL** is the owner and holder of all equitable and legal right, title and interest in and to (a) that portion of the Property described in Exhibit A attached and incorporated herein by this reference ("Phase I") and (b) that portion of the Property described in Exhibit B attached and incorporated herein by this reference ("Phase II").

**3. DECLARANT and WASHINGTON FEDERAL** intend, each for its own purposes and benefit, that each and every lot in Phases I, II, and III (each a "Lot") be subject to and governed by these Covenants, Conditions, Restrictions and Reservations ("CC&Rs"), which create, provide and establish easements for ingress, egress and utilities, and make reasonable and necessary provisions for the construction, reconstruction, maintenance, and use of roadways and other joint or common use elements for the benefit of all such Lots, subject to the exceptions, terms, conditions, and provisions set forth herein.

**NOW, THEREFORE, DECLARANT** hereby declares that each Lot, as shown on the Final Plat as recorded in the real property records of Skagit County, shall be held,

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transferred, sold conveyed, and occupied by them, and by each of their successors in interest and assigns, subject to the covenants, conditions, restrictions, reservations, easements, liens and charges on, for and concerning such real property as set forth herein. **DECLARANT** also declares that the same shall run with the Property and any such Lot or portion thereof, and hereby further establishes and declares that the same shall be binding on each and every party having or acquiring any right, title, interest or claim of interest in any such Lot or other portion of the Property, and that the same shall inure to the benefit of each owner and successive owner of the Property, a Lot or any portion thereof.

**WASHINGTON FEDERAL** hereby consents to these CC&Rs. **DECLARANT** agrees that no document to be executed or recorded pursuant to the CC&Rs and no amendment to the CC&Rs shall become effective or be recorded until **DECLARANT** has received the prior written approval of **WASHINGTON FEDERAL** to such document or amendment. **DECLARANT** acknowledges and agrees never to represent or imply that **WASHINGTON FEDERAL** is acting as a Declarant with respect to any part of the Property within the contemplation of applicable law. This agreement shall remain in effect until **WASHINGTON FEDERAL** no longer has any ownership interest in any Lot.

## **ARTICLE 1 DEFINITIONS**

**Section 1.1 Words Defined.** The following terms shall have the following meanings for all purposes of this Declaration unless and until modified by later amendment adopted as provided herein. The singular definition or form of such words and terms shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

1.1.1 **"Association"** shall mean and refer to **THE RESERVE AT CHANNEL LANDING Owners' Association** described in this Declaration, and its successors and assigns, comprised of the sole owner of each of the lots identified in each "Exhibit A", "Exhibit B" and "Exhibit C", and on the recorded Final Plat Maps of record; or in the case of multiple owners of any such Lot, the one individual or entity designated in writing by such multiple owners to act for and on behalf of all owners of such Lot.

1.1.2 **"Board"** shall mean the Board of Directors of the Association.

1.1.3 **"Common Area"** and **"Common Area Improvements"** and **"Right of Way"** shall mean and refer to the real property as shown in "Exhibit A", "Exhibit B", "Exhibit C" and on the recorded Final Plat Maps of record; including the improvements and facilities thereon if any, conveyed by **DECLARANT** either within this Declaration or by separate instrument as an exclusive easement and right of way to the Plat, for the common use and benefit of the owners of the Lots.



1.1.4 **"Construction"** and **"Constructed"** shall mean any construction, reconstruction, erection or alteration of a Structure or other improvement on a Lot.

1.15 **"Declarant"** shall mean Channel Landing LLC, a Washington business Corporation, which currently has its principal office at 2018 R Avenue Anacortes, Washington 98221.

1.1.6 **"Declaration"** shall mean this Declaration of amendments hereto.

1.1.7 **"Dwelling"** shall mean a single-family residence constructed or proposed to be constructed on a Lot.

1.1.8 **"First Mortgage"** and **"First Mortgagee"** shall mean, respectively, (a) the mortgage or deed of trust on a Lot that has legal priority over all other mortgages and deeds of trust thereon, and (b) the holder of a First Mortgage. For purposes of determining the percentage of Owners and First Mortgagees approving a proposed decision or course of action in cases where a Mortgagee holds First Mortgages on more than one Lot, such Mortgagee shall be deemed a separate Mortgagee for each such Mortgage so held.

1.1.9 **"Lot"** shall mean any one of the numerically designated numbered Lots of the Property shown on the recorded Final Plat Maps of record and shown on exhibits herein; Phase I "Exhibit A", Phase II "Exhibit B", Phase III "Exhibit C"; together with the Dwelling, other Structures and Improvements thereon.

1.1.10 **"Mortgage"** shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.1.11 **"Mortgagee"** shall mean the beneficial owner or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.1.12 **"Owner"** shall mean the record owner, whether one or more persons, of fee simple title to a Lot, and any contract seller of a Lot.

1.1.13 **"Person"** shall mean an individual, corporation, partnership, limited liability company, association, trustee of a trust, or other legal entity.

1.1.14 **"Plat"** shall mean the Preliminary Plat and the Final Plat of The Reserve at Channel Landing Phases I, II and III, after approval by the City of Anacortes and recording with Skagit County, Washington.

1.1.15 **"Property"** shall mean the real property described in the legal description attached in "Exhibit E " and shown on the plat maps of record in Skagit County Washington.





1.116 **"Structure"** shall mean any building, chimney, tower, fence, flag pole, antenna, solar panel any portion of which is greater than one-half inch in diameter, wall, retaining wall, deck, terrace, patio, swimming pool, driveway, walkway, parking area, or other man made or constructed item of any kind.

1.117 **"Transition Date"** is defined in Section 4.10.

## **ARTICLE 2 COMMON AREAS AND EASEMENTS**

**Section 2.1 Common Areas.** The "Common Areas" shall include the rock wall with monument sign located on Lot 7 Phase I, as shown in "Exhibit A" the decorative rock walls located at NW Corner of Lot 1 Phase III and NE Corner of Lot 15 Phase III as shown in "Exhibit C", all landscape easements, planting areas, fence and landscape located in right of way, planting strips located between street curb to edge of sidewalk as shown in Phase I, Phase II and Phase III and shown in "Exhibits A, B and C".

**Section 2.2 Association to Maintain Common Areas.** The Association shall maintain the Common Areas in a professional, regularly periodic, neat, clean, orderly and well-maintained manner. If the Association does not so maintain the Common Areas, the owner of any Lot and or the City of Anacortes shall have the right to enforce these covenants concerning the obligation of the Association to maintain the Common Areas and the Association shall be liable for all costs of maintaining the Common Areas, and the costs incurred for enforcement of this obligation.

**Section 2.3 Alteration of Common Area.** There shall be no alteration or construction upon or removed from the Common Areas except upon the prior written consent of the Board provided, however, that in no event may the Board authorize or make any use of the Common Areas other than for landscaped entry to the Plat and authorized landscape maintenance.

### **Section 2.4 NGPE "Native Growth Protection Easement"**

The NGPE is intended to manage native landscape that respects the condition of the property and improves the overall health of the natural habitat, protect the stability of the steep slope, while creating view corridors from the Property to the Guemes Channel.

Located approximately, on the North 75ft of Lots 1-7 phase I, shown on Exhibit A, (top of bluff to the Guemes Channel Trail) shall remain untouched with the following exceptions:

- A. Hand removal of non-native or adventitious plants as approved by the Parks Department.
- B. Hazard trees will be identified with the concurrence of the Parks Department. Hazard trees removed or blown down shall be replanted by the landowner, subject to approval of the Park Department, with a 3-foot minimum appropriate native

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stock and with one gallon containers for shrubs, which shall be maintained by the land owner until able to survive without care.

- C. Fallen trees in the NGPE shall only be removed from the site with the approval of the Parks Department.
- D. If the buffer is disturbed, a replanting plan using appropriate native stock shall be submitted to the Parks Department and Planning Director for approval and once approved, shall be implemented by the landowner.
- E. Trails through the NGPE shall not be permitted without the approval of the Parks Department.
- F. Fencing plans along the NGPE must be approved by the Parks and Recreation Director and the Board of The Reserve At Channel Landing.
- G. A Clearing and View Protection document will be recorded separately and govern the details between the city and the lot owner/owners. (Phase I Lots 1-7 only)
- H. The cost of maintenance of the property located within the NGPE will be the responsibility of that lot owner. (Phase I Lots 1 -7 only)
- I. To protect all lot owners views, lot owner's within the NGPE must (at minimum) maintain their property to the within 10% of the view protection maximums set forth by the City of Anacortes. This could include, tree removal, bank maintenance, windowing, crown raising and other techniques to open up views.

**2.4.1 Geotechnical Setback Area.** Lot owners will abide by the recommendations found in the Geotechnical Report Dated January 22, 2004 and Addendum Dated August 20, 2007. The Geotechnical area setback is generally located from the top of bluff on lots 1-7 Phase I, to 25ft to the South. This area is shown graphically on Exhibit "A". In addition, to these recommendations;

- 1. All planting in Geotechnical area will be native to the Pacific Northwest, (i.e. Salal, Red Sword Fern, Kinnikinnick, Oregon Grape). Planting should be low growing and maintained to height of no taller than 4ft from ground (grade). Planting shall be complete at final occupancy of home. Mature trees older than 30 years will be exempt from the 4ft or taller maintenances stipulation and will be limbed to height of no less than 60ft from ground (grade).
- 2. Planting should be placed at a minimum of 3ft on center and temporarily irrigated to insure their survival. Dead plants shall be replaced and bare area's replanted.
- 3. No building or structures of any kind can be constructed in the Geotechnical area.
- 4. No impervious surface allowed in the Geotechnical area.
- 5. A maximum of 300 sq ft of natural pervious surface maybe placed in the Geotechnical area to provide a walking path or sitting area (i.e. 5/8 clean gravel, stepping stones, wood chips).
- 6. No storage of any kind allowed within the Geotechnical area.
- 7. Geotechnical area shall appear natural although maintained to residential landscape standards.



8. No fertilizers or pesticides allowed unless approved by the City of Anacortes and The Reserve at Channel Landing Board.

**Section 2.5 Easements for Utilities and Drainage.** Declarant does hereby establish, create and reserve for the benefit of themselves, the Association and the Owners of the Lots, and their respective heirs and assigns, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of all utilities including, but not limited to, storm sewers and storm drainage systems, electric, natural gas, telephone, water and sanitary sewer drainage systems, television, security and or telecommunications cable(s) and similar systems, (individually and collectively referred to as "Utilities") under and across the areas designated for "utility easement" shown on the Final Plat maps, and Final Plat Drawings for THE RESERVE AT CHANNEL LANDING Phases I, II and III subject to and except as follows: all such Utilities and their respective components shall be installed and located entirely underground excepting only electric transformers and risers required by the respective utility provider to be located above ground. No Lot Owner shall allow or permit any Structure, tree, plant or other landscaping or other thing to be located, installed or to grow upon the Utility Easement areas which might in any way damage or interfere with the installation, operation, maintenance, repair, and reconstruction of Utilities, utility systems and components, road, sidewalk or other of the uses and purposes of the Utility Areas. Any benefited Lot Owner and or the Association shall have the right to remove or cause to be removed any such Structure, tree, plant and other landscaping or other thing without liability for any loss of or damage to or destruction of any such item, and such benefited Lot Owner and or the Association may charge and recover from the offending Lot Owner all cost and expense of so doing in enforcing this provision. Each person utilizing the Utility easement areas located on a Lot owned by another person shall, at such person's sole cost and expense, promptly restore such area to a condition as close to its original condition as reasonably practical after making such use provided, however, that such restoration shall not be required for any Structure, tree(s), plant(s), landscaping or other thing not permitted to be constructed or maintained within the Utility easement area. Each Lot Owner shall use and maintain his/her/their Lot subject to the Utility easement in a condition which will not interfere with the operation and maintenance of permitted utilities and systems.

**Section 2.6 Common Areas to be Available for Easements.** Declarant hereby reserve to themselves the right to grant additional easements for utility and drainage purposes over, under, upon and across the Common Areas, and the areas of the utility easement as shown on recorded Plat Maps and Final Plat Map Drawings of The Reserve at Channel Landing Phases I, II and III.

### **ARTICLE 3 CONSTRUCTION ON LOTS AND USE OF LOTS**

**Section 3.1 Construction** No Construction Permitted on Any Lot Without Prior Approval. No Structure shall be constructed or caused to be constructed on any Lot unless the Plans for the Structure, and all landscaping of the Lot, have first been approved in writing

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by the Board as provided in this Article 3. Following an applicant's submittal in the manner required by this Article 3, the Board shall have thirty (30) days to review and provide written response to the applicant of the Board's approval or disapproval of the Plans (as defined below) together with specific conditions which, if satisfied, will permit the Board's approval of the Plans as so conditioned. Any denial of Plans by the Board which either does not provide specific reasons for the denial or provide specific conditions which, if satisfied, will render the Plans acceptable, shall be null and void and of no effect. The Board's review, approval or disapproval or specification of conditions for required modifications of the Plans, on the basis of size, mass, impairment of views from other Lots, architectural inconsistency or incompatibility with other Structures on Lots or adopted design and development guidelines, harmony with previously approved Structures on other Lots in the Property, and location on the Lot, shall be absolute and enforceable in any court of competent jurisdiction. The Board's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the Board or any of its members, consultants or legal counsel that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby waives and releases any and all claims or possible claims of any kind or nature whatsoever against the Board or any of them and the Association, and their officers, members, consultants, legal counsel, and their respective heirs, successors and assigns, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

**Section 3.2 Uniformity of Use and Appearance.** Among the principal purposes of this Declaration is to assure within the Property, insofar as practicable from time to time:

- (a) uniformity of use and quality of workmanship, materials, design, and maintenance.
- (b) the location of Structures with respect to views and view preservation from each lot, trees, natural land features and topography, and elevations of the finished grade of all lots; and
- (c) no undue repetition of external designs.

It is in the best interests of each Owner that such uniformity of use be maintained as provided in this Declaration. No building, except "accessory structures" permitted by this Declaration, shall be erected, altered, placed or permitted to remain on any Lot other than one single-family Dwelling. For purposes of this Declaration, "accessory structure" shall mean and include only an "Accessory Dwelling Unit" (guest house) as may from time to time be defined and permitted by the City of Anacortes land use and or development code(s) and any or all of which are subject to all other requirements of this Article 3. The construction of any permitted Structure or accessory structure shall comply with the more restrictive of either:

- (a) the terms and conditions of this Declaration; or



- (b) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction over the Property.

### **Section 3.3 Architectural Review Process.**

**Section 3.3.1 Application.** Each Lot Owner (or its / their representative) wishing to construct, alter or remodel a Structure on a Lot (excluding, however, interior remodeling or alteration of a Structure) must submit to the Board of the Association not less than forty five (45) days before the date such construction, alteration or remodeling is desired to commence:

1. A complete, current "The Reserve at Channel Landing Construction Application" form with all information and documentation required by such Application form.
2. Detailed construction documents (referred to for convenience as the "Plans") with all features described in "THE RESERVE AT CHANNEL LANDING Construction Application," and in such form and with such detail as are required by the City of Anacortes for its review and final approval of such construction documents for building permits. The Plans shall contain, at a minimum, three (3) complete sets of detailed building, construction, drainage control and landscaping plans and specifications, and a to-scale site plan showing the location of all proposed Structures on the Lot.
3. A description of exterior materials and preliminary color board, with the Lot Owner to submit the final description of exterior materials and final color board to the Board for its review and approval or disapproval not less than **thirty (30)** days prior to the date installation of such exterior materials is to begin.
4. The design review application fee which as of the date of this Declaration shall be the sum of Five Hundred Dollars (\$500), and which sum may be increased in the Board's discretion on February 1, 2014 and February 1 of each succeeding year by the percentage increase in the U.S. Department of Labor's Consumer Price Index for the Seattle-Tacoma metropolitan area, for all consumers, (or its successor) for the preceding year, payable to THE RESERVE AT CHANNEL LANDING HOA. The application fee shall be used by the HOA solely to hire an outside design consultant to assist the Board in its review of such application.

**Section 3.3.2 Review and Approval or Disapproval of Owner's Proposed Plans.** The Board may withhold its approval of an Owner's submitted Application and Plans by reason of the Board's reasonable dissatisfaction with: the location of the Structure (or any portion thereof) or other improvements on the Lot; the colors, reflectivity and/or materials of exterior finishes; the mass, articulation of elevations and roof structure, architecture or architectural elements inconsistent or conflicting with the predominant architectural character of other Structures within The Reserve at Channel Landing; height; adverse impact on view from one or more Lots; appropriateness of the proposed Structure; exterior materials



proposed to be used; or because of the Board's dissatisfaction with any other matter specified by the Board which, in the reasonable judgment of the Board, would render the proposed Structure not harmonious with the general plan of development of the Lots within the Plat or Structures on other Lots. The Board shall, to the extent reasonable and practical, not approve Plans that are not in substantial compliance with design and construction guidelines adopted by the Board pursuant to this Declaration. The Board's approval or disapproval of Plans shall be in writing, and an approval shall be evidenced by written endorsement on such Plans, two (2) copies of which shall be delivered to the Owner of the Lot upon which the Structure is to be constructed.

**Section 3.3.3 Preliminary Review.** Optional but highly recommended. The Preliminary proximity to the proposed improvements. The Board's preliminary review allows the owner to obtain "Board" comment and advice regarding conceptual designs before final construction drawings are prepared and which may not be approved when submitted. The applicant should prepare preliminary plans, sketches, color boards or materials to be reviewed by the Board, together with a preliminary, completed copy of "THE RESERVE AT CHANNEL LANDING Construction Application" form. An Owner's submittal of Plans for preliminary review as provided in this subsection is optional, and complete forms and construction documents are not required for such preliminary review. Only the information provided will be reviewed. An Owner may not make more than two (2) applications for preliminary review within any twelve (12) month period. The "Board" will respond in the form of written comments and/or "red lines" of the materials submitted within 20 working days. There shall be no fee for such preliminary review.

**Section 3.3.4 Exterior Architecture Design Guidelines.** Attached hereto and marked Exhibit "D" are design guidelines for construction on the Lots within The Reserve at Channel Landing Phases I, II and III. The Board shall make a reasonable attempt to incorporate the attached guidelines into its approval or disapproval of proposed Structures.

**Section 3.3.5 Minimum Size.** The floor area of the main house Structure on any Lot, exclusive of open porches and garages shall be not less than:

- (a) 1,800 square feet for a dwelling containing a single level; and
- (b) 2,500 square feet for a dwelling containing two (2) or more levels.

Each home must have a garage to accommodate at least two (2) full size automobiles.

The Board shall have the power and authority to grant a variance from the foregoing minimum square footage of the floor area of the Dwelling but in no event shall the Board have the authority or power to grant a variance from the minimum required two full-size car capacity of a garage for each Dwelling. An Owner may submit a written request for variance at any time prior to the Board's issuance of its written decision on Plans submitted to the Board of Plans for approval showing that the grade of the Lot will not reasonably accommodate the required square footage of the dwelling.

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**Section 3.6 Maximum Height and Preservation of Views.** All buildings and Structures on a Lot shall be constructed and maintained in accordance with the laws and codes of the City of Anacortes and in conformance with Article 3 and this section.

**Section 3.6.1. Height Restrictions.** The maximum height allowed for any Structure on Lots having a height limitation is as shown on the attached "Exhibit A", "Exhibit B" and "Exhibit C". The height limitations shown are a material provision and condition of the Plat and are intended to and shall be construed in all cases to maximize views from benefited Lots of the water, islands and mountains to the best benefit of each Lot, and to prevent reduction in, obscuring of, or interference with such views. Structures, plants, trees and other vegetation on a Lot shall not be allowed in any case to exceed the maximum height limitation. Trees located within the "Geotechnical Setback and NGPE area will be exempt from 3.6.1. The height restriction or limit shall be measured on a horizontal plain from the specific point delineated for each such Lot as shown on "Exhibit A", "Exhibit B" and "Exhibit C". **Exception;** With the exception of Phase I Lots (1-7), Phase II Lots (1 & 2) at the owners option one mature Fir Tree will be exempt from the height restrictions, provided the tree is 30 years or older, limbed and maintained from the ground to a height of no less than 60 feet and proper root protection zones are allowed for. The owner at their expense will be required to have the tree evaluated by an Arborist; if the tree is found to be healthy it may remain on the property.

**Section 3.6.2 Landscape.** Landscape plans are to comply with The Reserve at Channel Landing Exterior Design Guidelines "Exhibit D" the plan must be approved by the Board.

**Section 3.6.3 Enforcement; Lot Owner's Right to Enforce.** The Association and, in the event of the failure or refusal by the Association to enforce the provisions of this Article 3 and or any other provision of this Declaration, the Owner of any Lot shall have the right to trim, top or remove any tree, shrub or other vegetation which has been allowed to grow beyond the height limitations contained in this Article, and shall have the right to bring legal action against an offending Lot Owner to compel removal of any flag pole, antenna, basketball pole and backboard, or other constructed, installed, mounted or self-supporting Structure which is located or maintained within front, side, and or back yard setbacks and or within View Corridor Minimum Setbacks, and or any of the foregoing which exceeds the height limitation set forth in "Exhibit A", "Exhibit B" and "Exhibit C" for such Lot, and which in the electing party's reasonable opinion blocks, obscures, restricts, or interferes with the electing party's views of the water and mountains, all at the expense of the Owner of the Lot on which the offending item(s) have been allowed to grow or are maintained beyond the height limitations contained in this Article, and without the consent of or any liability whatsoever to such Lot Owner.

### **Section 3.7 Use Restrictions.**

**Section 3.7.1 Residential Use.** The Dwelling on each Lot is intended for and is restricted by this Declaration to use as a single-family residence only, on an ownership, rental, or lease

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for more than eighteen (18) months after the earlier of the date of substantial completion or a certificate of occupancy is issued for the Structure.

**Section 3.7.2 Maintenance of Buildings and Lots.** Each Owner shall, at the Owner's sole cost and expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, including driveway and walkways, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot, so that all portions of the Owner's Structures and Lot are at all times maintained at a level substantially equal to other Lots within the Plat. The landscaping on a Lot shall be maintained to the curb at the edge of the street abutting the Lot. Lots that abut a sidewalk shall be maintained to the property line at edge of sidewalk. The planting area between sidewalk and curb shall be maintained by The Homeowners Association, as describe in 2.1 Common Areas, and shown in 'Exhibit A", "Exhibit B" and "Exhibit C" and on the recorded Final Plat Maps of record. If the Association gives an Owner written notice directing the Owner to remedy a violation of this section and the Owner fails to do so within fifteen (15) days after receipt of such notice, the Association and/or its agents, contractors or employees shall thereafter be entitled and are hereby declared to have an easement to go upon such Owner's Lot and do any and all things reasonably necessary to remedy such violation. The Association shall be entitled to invoice and collect from such Owner and his Lot(s) all costs and expenses incurred in so doing and such invoice(s) shall constitute a lien and assessment against the Owner's Lot and may be enforced against the Owner and/or the Lot in accordance with the provisions of this Declaration

**Section 3.7.3 Completion of Construction.** Any Structure erected or placed on any Lot shall be completed as to external appearance within twelve (12) months from the date Construction is started; however, with good cause shown, the Board may extend this term. All yards and landscaping must be completed within six (6) months from the date of completion of the Structure; however, with good cause shown, the Board may extend this term. All Lots shall be maintained in a neat and orderly condition during Construction.

**Section 3.7.4 Parking.** To ensure safe passage of vehicles at all times and under all conditions, no permanent or removable basketball poles, and/or backboards, soccer goals or other sports devices shall be permitted on Navigator Lane or Mariners Place within the Final Plat of The Reserve at Channel Landing; Phase I, II and III.

Street parking (Cars, Trucks and SUV's) shall be for guest only and are only to be used on a temporary basis. Not longer than (24) hours in anyone week.

No travel trailers, campers, motor homes, boats, boat trailers or any other similar type of recreational vehicle of any nature may be parked on Navigator Lane, Mariners Place, or on any privately owned lot, for a period in excess of (24) hours in any one week.

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Cars, Trucks and SUV's driven a minimum of 4 times a week maybe parked on the garage apron (area directly in front of garage doors) provided they are at least screened or blocked from view on 3 sides, NOT parked within 20ft of either Mariners Place or Navigator Lane, and not clearly visible from either street.

No trucks, cars, campers, trailers, boats, motorcycles or other recreational vehicles, disabled or inoperative vehicles, equipment or machinery on any part thereof shall be parked or permitted to remain on any street, common area or Lot unless the same is stored or placed in a garage or in the rear or side yard area and screened from sight provided all Height Limitations, View Corridor Minimum in this Article 3.

Driveway easements shown on "Exhibits A" " Exhibit B" and Exhibit C" and shown and on Final Plat Maps of record are for the benefit of the Lots served and shall be maintained by the owners of the benefited lots, no parking in driveway easements at anytime. Driveway construction costs and maintenance cost will be split equally by Lot Owners who share the same driveway.

**For Example:** Lots 1,2,3 share and use the first 50ft of a driveway equally , but Lot 3 uses an additional 50ft that is no benefit to Lots 1 and 2. Lots 1, 2 and 3 will pay 1/3 of the cost of the first 50 ft, while Lot 3 will pay 100% of the last 50ft.

**Section 3.7.5 Signs.** No sign of any kind shall be displayed to the public view on or from any Lot without the prior written consent of the Board, except for "For Rent" or "For Sale" signs in a form allowed by reasonable rules and regulations adopted by the Board. This Section shall not apply to the Declarant, or any builder approved by Declarant.

**Section 3.7.6 Animals.** No animals, except dogs, cats, caged birds, fish in tanks and other small household pets will be permitted on any Lot. Livestock, Horses, Chickens, Roosters, Reptiles or Pigs are not to be kept on any Lot or in a Household. Household pets shall not exceed three (3) in number; provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor free condition at all times. All animal enclosures must be kept at a distance of not less than 10 feet from property lines. Owner shall keep Lot and Common Area free of animal waste. The Board may at any time require the removal of any pet which it finds is disturbing other Owners or tenants unreasonably, and in the Board's discretion, it may exercise this power as to specific pets even though other pets are permitted to remain. Notwithstanding anything set forth herein, all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations pertaining to animals.

**Section 3.7.7 Temporary Structures.** No Structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be installed, placed or used on any Lot, either temporarily or permanently, except as otherwise may be allowed by the provisions of this Declaration.



**Section 3.7.8 Fences** No Fence shall be constructed on any Lot without the prior written approval of the Board, which approval may be granted or denied in the Board's sole discretion. Fences shall be architectural in design; material, location; design and color are to be approved by the board. No chain link or vinyl fencing will be allowed. The fence shall not detract from the appearance of any adjacent structure or obstruct the view of other lots. No fencing in front yard setbacks will be allowed unless the structure is less than 3 ft in height. All fences shall comply with the design approved by the Board and with the Ordinances of the City of Anacortes Code 17.52.010.

**Section 3.7.9 Clothes Lines.** No washing, rugs, clothing, apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

**Section 3.7.10 Radio and Television Aerials.** No television, radio, amateur radio, single side band or other aerial, antenna or tower, and no satellite receiving dish greater than eighteen inches (18") in diameter or other electronic receiving device shall be placed or erected outside of any building on any lot. Satellite and or radio receiving dishes less than 18" in diameter will be painted a color to blend with the surface to which they are attached, and the location and method of attachment must be approved by the board.

**Section 3.7.11 Solar Panels.** Solar panels may be allowed at the sole discretion of the Board, solar panel systems are to be integrated into the home design and when possible placed in a location that is the least visible from neighboring properties. Equipment, exterior lines and pipes shall be painted to blend with the surrounding area as much as possible. Only professionally designed systems will be allowed.

**Section 3.7.12 Trash Containers and Debris.** All trash shall be placed in sanitary containers either buried or screened so as not to be visible from adjoining Structures or streets or roadways. No Lot or any portion thereof shall be used as a dumping ground or for burial of trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or Construction shall not be dumped onto adjoining Lots, common areas, streets or roadways. Compost piles may be kept upon the Lots provided they are kept in an enclosure, and clean, neat and sanitary condition, free of rodents and pests. Dumping yard waste over steep slopes on any Lot or adjacent property is strictly prohibited. No vacant lot shall be permitted or allowed to accumulate grass, leaves, limbs, branches and other vegetation as to be a detriment to the neighborhood or become a fire hazard.

**Section 3.7.13 Offensive Activity.** No commercial or manufacturing enterprise or business or commercial activity of any kind, and no child care, day schools, nurseries or church schools, shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles or materials used in connection therewith be received, sold, distributed, kept, parked, stored, dismantled or repaired on or within any Lot or on any street adjacent to the Property. A "home occupation" or "home office" for a trade, craft, business or profession shall be permitted as provided by the law and regulations of the City of Anacortes provided, however, that all of the following conditions and restrictions are met at all times: (1) such

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"home occupation" and or "home office" within a Dwelling or other Structure on a Lot shall be contained entirely within such Dwelling or Structure; (2) there shall be no signage or other exterior indication that any such "home occupation" is contained therein; (3) the only occupants and or users of such "home occupation" or "home office" shall be the owner of such Lot; and (4) such "home occupation" or "home office" shall not be used or permitted with the purpose to receive or accommodate customers, clients or other invitees within such Dwelling or other Structure. The foregoing shall not prevent in-house quarters for members of the Owner's extended family or for domestic help or in-house care givers. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried on in any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the Owners of other Lots or their tenants.

**Section 3.7.14 Setbacks.** No Structure shall be located closer to a lot line than permitted by City of Anacortes Zoning, Utility and Landscape Easements, and other Setback requirements as identified on the face of the Final Plat Map, Final Plat Map Drawing or referenced in "Exhibit A", "Exhibit B" and Exhibit C". All Structures shall also comply with all applicable governmental laws, codes, ordinances and regulations pertaining to setbacks.

**Section 3.7.15 Underground Utilities.** All utility lines located outside a Dwelling shall be in conduits attached to such Dwelling or underground.

**Section 3.7.16 Drainage.** Any and all drainage from a Lot, which in the reasonable opinion of the Board causes erosion problems, shall be piped at the Lot Owner's expense to the nearest underground public storm sewer line, street ditch or dry well. All roof drains shall be connected to public storm sewer system. Absolutely no dumping of any pollutants into the storm sewer systems shall be permitted.

**Section 3.7.17 Damage.** Any damage to streets, plat improvements, entry structure, fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, contractors, agents, visitors, friends, relatives or service personnel shall be fully repaired and or replaced by such Owner within twelve (12) days from the occurrence of such damage or the Association may cause the same to be performed by contractors of the Association's choice, and the responsible Lot Owner shall pay all such costs and expenses directly and until paid, the same shall be a lien on the Owner's Lot and may be collected and foreclosed upon as provided for mechanics liens under the laws of the State of Washington.

**Section 3.7.18 Mailboxes.** All mailboxes must be of a standard accepted by the U.S. Postal Service and must be located in those areas so designed by the U.S. Postal Service. Mailbox style and placement will be predetermined by the board. Newspaper boxes are not allowed.

**Section 3.7.19 Compliance with Laws.** Notwithstanding anything to the contrary set forth herein, each Owner and the Association shall comply with the more restrictive of either:

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(a) the terms and conditions of this Declaration, or

(b) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

#### ARTICLE 4

#### THE RESERVE AT CHANNEL LANDING OWNERS' ASSOCIATION

**Section 4.1 Form of Association.** The Owners of Lots within the Property shall constitute the members of THE RESERVE AT CHANNEL LANDING Owners' Association. The rights and duties of the members and of the Association shall continue to be governed by the provisions of this Declaration.

**Section 4.2 Board of Directors.** The affairs of the Association shall be governed by a Board of Directors (the "Board") which shall be composed of not less than three (3) nor more than five (5) members, to be determined at the reasonable discretion of the initial Board and, thereafter, at the first and each succeeding annual meeting by the vote of the Association. The initial Board shall be Nels Strandberg, Colleen Craig and Erinn Welliver. Subject to any specific requirements hereof, the Board shall have authority to establish operating rules and procedures. In the event of death or resignation of any member or members of the Board, the remaining member or members, if any, shall have full authority to appoint a successor member or members. Members of the Board shall not be entitled to any compensation for services performed pursuant to this Declaration. Upon the Transition Date and without further action by any person or persons:

(a) the term of the initial Board members or their successors shall end, and

(b) the initial Board members and their then successors shall be released from any and all liability whatsoever for claims arising out of or in connection with this Declaration, exempting only claims arising prior to the Transition Date.

**Section 4.3 Qualification for Membership.** Each fee owner of a Lot (including Declarant) shall be a member of the Association and shall be entitled to one membership and one vote for each Lot owned; provided that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of an Owner for the purposes of the Association and this Declaration, except as hereinafter limited, and shall be the voting representative of such Lot unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

**Section 4.4 Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot.

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Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

**Section 4.5 Number of Votes.** The total voting power of the Association at any given time shall equal the number of Lots included within the Final Plat of The Reserve at Channel Landing Phase I, Lots 1-7; Phase II Lots 1-8 and Phase III Lots 1-16 as recorded in the records of Skagit County, Washington. The Owner or Owners of each Lot within such Final Plat shall be entitled to one vote. If a Person (including Declarant) owns more than one Lot, he or she shall have the votes appurtenant to each Lot owned.

**Section 4.6 Voting.** If a Lot is owned by one or more Owners and only one Owner is present at a meeting, the Owner who is present shall be entitled to represent the vote. The vote for a Lot must be cast as a single vote, and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves how their vote shall be cast, they shall lose their right to vote on the matter in question.

**Section 4.7 Pledged Votes and Proxy to Vote.** An Owner may by notarized written statement give his, her or their proxy to another Owner or to their attorney, CPA or member of the Owner's family with the power and authority to vote for the maker(s) of the proxy, on any one or more specific issues or on all issues coming before the Association for vote on a specific date or dates, and to act in the name, place and stead of the maker(s) of the proxy as if such vote(s) had been made by the maker(s) of the proxy directly. An Owner may, but shall not be obligated to, pledge his vote on all issues or on certain specific issues to a Mortgagee; provided, however, that if an Owner is in default under a Mortgage on his Lot for ninety (90) consecutive days or more, the Owner's Mortgagee shall automatically be authorized to declare at any time thereafter that the Lot Owner has pledged his vote to the Mortgagee on all issues arising after such declaration and during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, only the vote of the Mortgagee will be recognized on the issues that are subject to the pledge.

**Section 4.8 Annual and Special Meetings.** Within the period commencing thirty (30) days before the Transition Date and ending thirty (30) days after the Transition Date, there shall be a meeting of the members of the Association and thereafter there shall be an annual meeting of the members of the Association in the first quarter of each fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners no less than thirty (30) days before the meeting. At the first such meeting, and at each annual meeting thereafter, the Owners shall elect by majority vote individuals to serve as Board members until a successor is elected at the next annual meeting. Each Lot shall be entitled to one vote for each director and the voting for directors shall be non-cumulative. The financial statement for the preceding fiscal year (if any) and the budget the Board has adopted for the pending fiscal year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time upon not less than fourteen (14) days prior written notice to all Owners, for the purpose of considering matters which require the approval of all or some of the Owners,



or for any other reasonable purpose. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

**Section 4.9 Books and Records.** The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures (if any) of the Association, in a form that complies with generally accepted accounting principles. The books and records, authorizations for payment of expenditures, and all contracts, documents, papers and other records of the Association shall be available for examination by the Lot Owners, Mortgagees and the agents or attorneys of either of them, during normal business hours and at any other reasonable time or times.

**Section 4.10 Transition Date.** The "Transition Date" shall be the date control of the Board passes from the initial Board to the Association. The Transition Date will be either

- (a) the date designated by Declarant in a written notice to the Owners, which date may be made by Declarants' election any date after this Declaration has been recorded or
- (b) the later of:
  - (i) three (3) years after the recording of this Declaration or
  - (ii) the 120<sup>th</sup> day after Declarant has transferred title to the purchasers of Lots representing 70% of the total voting power of all Lot Owners in the Association.

For purposes of the foregoing clause (b), however, transfer of title to a Lot by Declarant to any approved builder who is constructing for resale of the Lot shall be disregarded and title to any Lot owned by any such approved builder shall not be deemed transferred for the purposes of determining the Transition Date until the Lot is further transferred by the approved builder to a purchaser who is not either an approved builder or Declarant. From and after the Transition Date, the then Owners of 70% of the Lots in the Property shall have the power through a written instrument recorded in the real property records of Skagit County, Washington to amend or eliminate all or any of the approval powers and duties of the Board set forth in this Declaration, excluding the duty to maintain the Common Areas.

## **ARTICLE 5 NOTICES FOR ALL PURPOSES**

All notices given under the provisions of this Declaration or rules or regulations of the Association shall be in writing and may be delivered either personally, U.S. Mail or email with a confirmed receipt. If delivery is made by mail, the notice shall be deemed to have been delivered on the third day of regular mail delivery after a copy has been deposited in the United States mail, first class, postage prepaid, addressed to the Person entitled to such notice at the most recent address known to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board may be given to any Board member or mailed to the residence address of the president or secretary of the Board.



## ARTICLE 6 AUTHORITY OF THE BOARD

**Section 6.1 Adoption of Rules and Regulations.** The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines, and specific provisions of this Declaration, to promote the comfortable use and enjoyment of the Property, and to govern the operation and procedures of the Association. The rules and regulations may, without limitation, authorize voting by proxy, mail or email, on Association matters. The rules and regulations of the Association shall be binding upon all Owners and occupants of a Lot and all other Persons claiming any interest in the Property.

**Section 6.2 Enforcement of Declaration, Etc.** The Board shall have the power to enforce the provisions of this Declaration, and the rules and regulations of the Association for the benefit of the Association. The failure of any Owner to comply with the provisions of this Declaration, or the rules and regulations of the Association will give rise to a cause of action in the Association (acting through the Board) and any aggrieved Lot owner for recovery of damages, or injunctive relief, or both. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the court.

**Section 6.3 Goods and Services.** The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly maintenance of all portions of the Common Areas not maintained by public utility companies or a governmental entity. The goods and services shall include (by way of illustration and not limitation) policies of insurance; and maintenance, repair, landscaping, gardening and general upkeep of the Common Areas. The Board may hire such employees as it considers necessary for the foregoing purposes only.

**Section 6.4 Protection of Common Area.** The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the Common Areas, settle claims or otherwise act in what it considers to be the best interests of the Association.

## ARTICLE 7 BUDGET AND ASSESSMENT FOR COMMON EXPENSES

**Section 7.1 Fiscal Year; Preparation of Budget.** The Board may adopt such fiscal year for the Association as it deems convenient. Unless another year is adopted, the fiscal year will be the calendar year. As soon as the Board in its discretion deems advisable and prior to the expiration of each fiscal year thereafter, the Board shall establish a budget for the costs of maintaining the Common Area during the ensuing fiscal year. The Board shall then assess each Lot within the Property with its pro rata share, based upon the number of Lots then within the Property, of such estimated annual costs of maintaining the Common Area. The Board, at its election, may require the Lot Owners to pay the amount assessed in equal

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monthly or quarterly installments or if less than \$300 annually for each Lot, in one lump sum. The Board shall notify each Lot Owner in writing at least ten (10) days in advance of each assessment period of the amount of the assessment for said period, which notice shall be accompanied by a copy of the budget upon which the assessment is based. The assessments levied by the Board shall be used exclusively for the improvement and maintenance of the Common Areas, and to pay, defray and reimburse expenses or liabilities of the Board and or Association and for the indemnification of the Board all as authorized by this Declaration.

**Section 7.2 Certificate of Unpaid Assessments.** Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any fiscal year for the ensuing fiscal year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay assessments during that or any subsequent year, and the assessment amount and payment method established for the preceding fiscal year (if any) shall continue until a new assessment is established. Upon the request of any Owner or Mortgagee or prospective Owner or prospective Mortgagee of a Lot, the Board will furnish a statement of the amount, if any, of unpaid assessments charged to the Lot. The statement shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the statement in favor of all purchasers and Mortgagees of the Lot who rely on the statement in good faith. All assessments and other receipts received by the Association shall belong to the Association.

**Section 7.3 Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all Lots at such time as the Board in its absolute discretion deems advisable. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year.

## **ARTICLE 8 LIEN AND COLLECTION OF ASSESSMENTS**

**Section 8.1 Assessments Are a Lien; Priority.** All unpaid sums assessed by the Association for the share of the common expenses chargeable to any Lot and any sums specially assessed to any Lot under the authority of this Declaration shall constitute a lien on the Lot and all its appurtenances from the date the assessment becomes due and until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the Lot in favor of any assessing unit and/or special district, and to all sums unpaid on all First Mortgages of record but, to the extent permitted by applicable law, shall have priority over all other liens against the Lot. A First Mortgagee that obtains possession through a Mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at foreclosure sale, shall take the Lot free of any claims for the share of common expenses or assessments by the Association chargeable to the Lot which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The Lot's past due share of common expenses or assessments shall become new common expenses chargeable to all of the Lot Owners, including the Mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to the

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number of Lots owned by each of them. Notwithstanding any of the foregoing, however, the Owner and the real estate contract purchaser shall continue to be personally liable for past due assessments as provided in Section 8.3. For purposes of this Section, "Mortgage" does not include a real estate contract and "Mortgagee" does not include the vendor or the assignee or designee of a vendor of a real estate contract.

**Section 8.2 Lien May Be Foreclosed.** The Lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid on the Lot at the foreclosure sale, and to acquire and hold, lease, Mortgage and convey the same.

**Section 8.3 Assessments Are Personal Obligations.** In addition to constituting a lien on the Lot, all sums assessed by the Association chargeable to any Lot, together with interest, late charges, costs and attorney's fees in the event of delinquency, shall be the joint and several personal obligations of the Owner and any contract purchaser, and their grantees, of the Lot when the assessment is made. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

**Section 8.4 Late Charges and Interest on Delinquent Assessments.** The Board may from time to time establish late charges and a rate of interest to be charged on assessments delinquent for a period of more than ten (10) days after the date when due. In the absence of another established, non-usurious rate, delinquent assessments shall bear interest at the lesser of 12% per annum or the maximum periodic interest rate permitted by law. If an installment on an assessment against a Lot is not paid when due, the Board may elect to declare the entire assessments against the Lot for the remainder of the fiscal year to be immediately due and payable.

**Section 8.5 Recovery of Attorney's Fees and Costs.** In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

**Section 8.6 Remedies Cumulative.** The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

**Section 8.7 No Avoidance of Assessments.** No Owner may avoid or escape liability for assessments provided for herein by abandoning his or her Lot.



**ARTICLE 9  
FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER**

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition or restriction. The receipt by the Board of payment of any assessment from an Owner, with knowledge of any breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed by the Board.

**ARTICLE 10  
LIMITATION OF LIABILITY**

So long as a Board member, or Association member, or Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided that this Article shall not apply where the consequences of such act, omission, error or negligence are covered by any insurance actually obtained by the Board or the Association.

**ARTICLE 11  
INDEMNIFICATION**

Each Board member and Declarant shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he/she may be a party, or in which she/he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not she/he holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liability are covered by insurance and except in such cases wherein such Board member or Declarant is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

**ARTICLE 12  
INSURANCE**

At such times as the Board deems appropriate, the Board shall cause the Association to purchase and maintain as a common expense a policy or policies which the Board deems necessary or desirable to provide casualty insurance and or comprehensive liability

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insurance, with such deductible provisions as the Board deems advisable, and insurance, if available, for the protection of the Association's directors and representatives from personal liability in the management of the Association's affairs, and such other insurance as the Board deems advisable. The Board shall review the adequacy of the Association's insurance coverage at least annually.

### **ARTICLE 13**

#### **DAMAGE AND REPAIR OF DAMAGE TO PROPERTY**

In the event of any casualty, loss or other damage to the Common Area for which the then current assessments by the Association are insufficient to complete repairs or restoration, or for which there are not insurance proceeds or insufficient insurance proceeds available for such restoration or repair, the Board may make a special assessment against each Lot for its pro rata share of the cost and expenses to repair and/or restore the Common Areas. The special assessment shall be payable, at the determination of the Board, in either monthly or quarterly installments or if less than \$300, in a single lump-sum amount. The Board shall notify each Lot Owner of any such special assessment not less than twenty (20) days prior to the date such special assessment or the first installment thereon is due and payable, which notice shall be accompanied by a reasonably detailed statement of the Board's estimated costs and expenses of repairing and/or restoring Common Areas.

### **ARTICLE 14**

#### **AMENDMENTS OF DECLARATION**

**Section 14.1 Amendment By Lot Owners.** Any Lot Owner may propose amendments to the Declaration to the Board. A majority of the members may cause a proposed amendment to be submitted to the members of the Association for their consideration and vote. If an amendment is proposed by Owners of 20% or more of the Lots, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration and vote at the next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of Owners entitled to vote, after notice has been given to all Owners entitled to receive notice of a meeting of the Association. The unanimous consent of all Owners shall be required for adoption of any of the following:

- (a) an amendment changing the voting power or portion of assessments appurtenant to each Lot;
- (b) an amendment of this Article 14;
- (c) an amendment which imposes or places any lien, encumbrance, condition, limitation, covenant or restriction on any or all of the Lots without the written consent and agreement of a Lot Owner and Mortgagee of the Lot;

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(d) an amendment which has the effect of causing or would in any way cause any condition, covenant, limitation or restriction on a Lot contained in this Declaration or in the Final Plat to be more restrictive, limiting, expansive or burdensome, in any manner, than prior to the proposed amendment, without the written consent and agreement of a Lot Owner and Mortgagee of the Lot;

(e) an amendment which would change, amend or add to, in any way, the conditions and or exceptions to title of any deed held by a Lot Owner or any Deed of Trust or Mortgage then of record, without the written consent and agreement of a Lot Owner and Mortgagee of the Lot.

All other amendments shall be adopted if approved by at least seventy percent (70%), rounded up to the next whole number, of the Lot Owners. Once an amendment has been adopted by the Association, the amendment will become effective when a certificate of the amendment, executed by a member of the Board, has been recorded in the real property records of Skagit County, Washington.

#### **ARTICLE 15 ANNEXATION**

Residential property other than Common Areas may be annexed or added to the Property only with the unanimous consent of the Association.

#### **ARTICLE 16 DURATION**

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by seventy percent (70%) of the Lot Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

#### **ARTICLE 17 RESERVATION OF DECLARANTS' RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS**

**Section 17.1 Amendment by Declarant.** Declarant, with the written approval of WASHINGTON FEDERAL "Owner" reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) or Federal Housing Administration (FHA) 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 FHLMC or FNMA or if such amendment is

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necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA or FHA.

**Section 17.2 Authorization to Amend.** If Declarant, at their option, determine that it is necessary to so amend the Declaration, then Declarant is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments for and on behalf of those Lots and Lot Owners identified and designated by the affirmative vote of the Declarant. Declarant is hereby granted a full and complete power of attorney, to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or 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 said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

**Section 17.3 Duration.** Declarants' rights under this Article shall exist only until the Transition Date.

#### **ARTICLE 18 SEVERABILITY**

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder affects the common plan.

#### **ARTICLE 19 EFFECTIVE DATE**

This Declaration shall be effective upon recording.

#### **ARTICLE 20 ASSIGNMENT**

The Declarant, Channel Landing LLC and Washington Federal reserve the right to assign, transfer, sell, encumber, lease or rent all or any portion of the Property owned by each of them, and reserve the right to assign all or any of their rights, duties and obligations created under this Declaration.

DATED this 6<sup>th</sup> day of November, 2013

Channel Landing LLC

By: [Signature]  
Nels Strandberg, Member

WASHINGTON FEDERAL

By: signed in counterpart  
Ron McKenzie  
Senior Vice President

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DATED this 6<sup>th</sup> day of November, 2013

Channel Landing LLC

WASHINGTON FEDERAL

By: signed in counterpart  
Nels Strandberg, Member

By: Ron McKenzie  
Ron McKenzie  
Senior Vice President  
CC&Rs of The Reserve at Channel Landing

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**Jurat**

**Title of Document:** Declaration, Covenants, Conditions, Restrictions, Easements and Reservations: The Reserve At Channel Landing Anacortes, Washington 98221.

**State of Washington**

**County of** Skagit

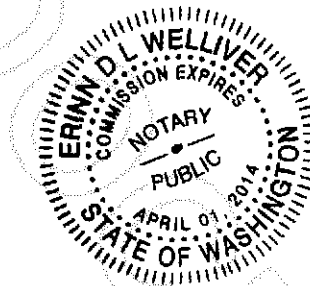
Subscribed and sworn to (or affirmed) before me on

This 12<sup>th</sup> day of November, 2013

By ~~Erinn D L Welliver~~ Nels Strandberg

Personally know to me or proved to me on the basis of satisfactory evidence to be the person(s) who personally appeared before me.

**Signature** ~~Erinn D L Welliver~~



201311140066

**Jurat**

Title of Document: Declaration & Covenants, Conditions, Restrictions,  
Easements & Reservations The Reserve at Channel Landing  
Date of Document: November 6, 2013

State of Washington

County of King ) SS.  
)

Subscribed and sworn to (or affirmed) before me on

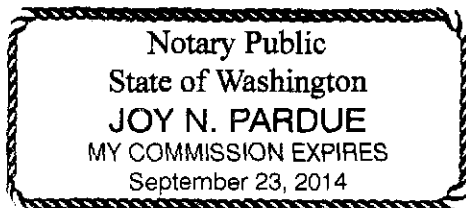
this 6<sup>th</sup> day of November, 2013

by Ron McKenzie, SVP

personally known to me or proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me.

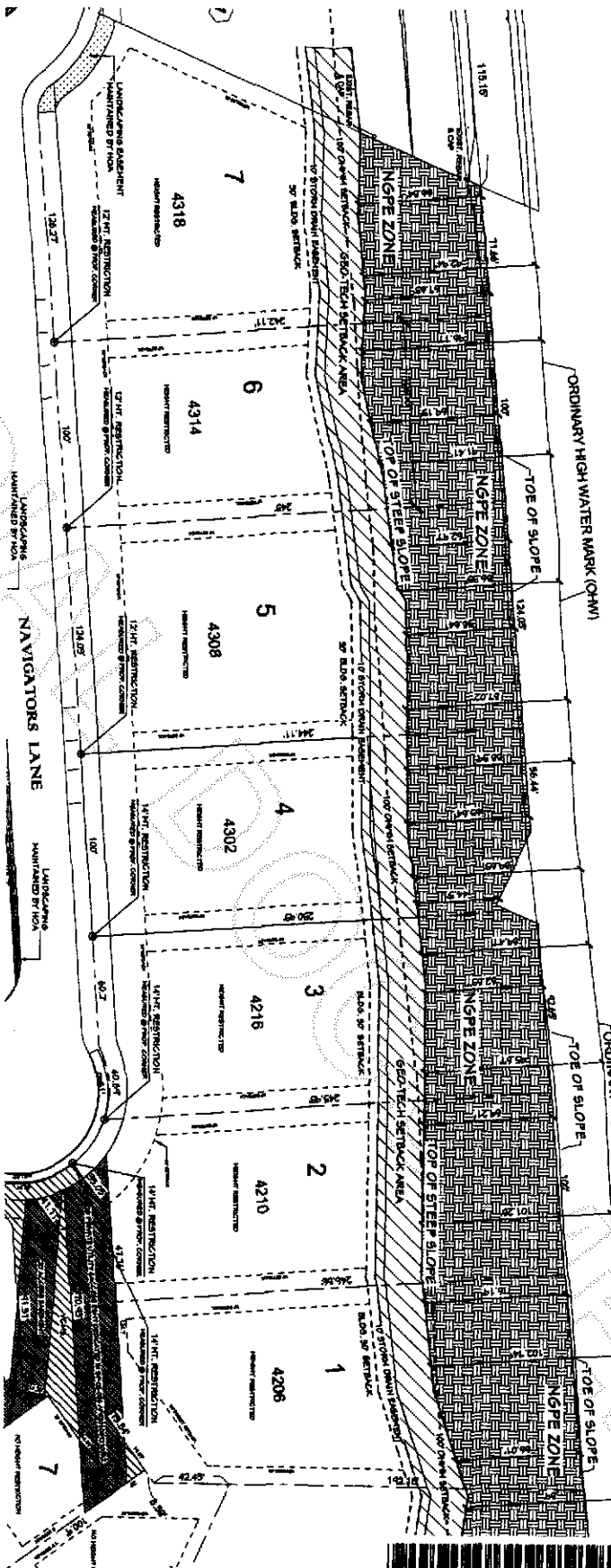
Signature

Joy N. Pardue





# GUEMES CHANNEL



ALL HEIGHT RESTRICTIONS TO BE MEASURED FROM EXISTING GRADE AT PROPERTY CORNER INDICATED ON EXHIBIT.

VCMS - NO HOME, DECK, LANDSCAPE, TREE, FENCE, FLAG POLE, ANTENNA, BASKETBALL POLE AND BACKBOARD, OR OTHER INSTALLED, MOUNTED, OR SELF-SUPPORTING STRUCTURE MAY BE CONSTRUCTED, MAINTAINED, OR USED WITHIN THE VIEW CORRIDOR MINIMUM SETBACK AREA UNLESS IT IS LESS THAN 8 FT. TALL FROM EXISTING NATURAL GRADE.

## PHASE # 1 - LOT 1 - 7 - EXHIBIT "A"

THE RESERVE

AT

## CHANNEL LANDING

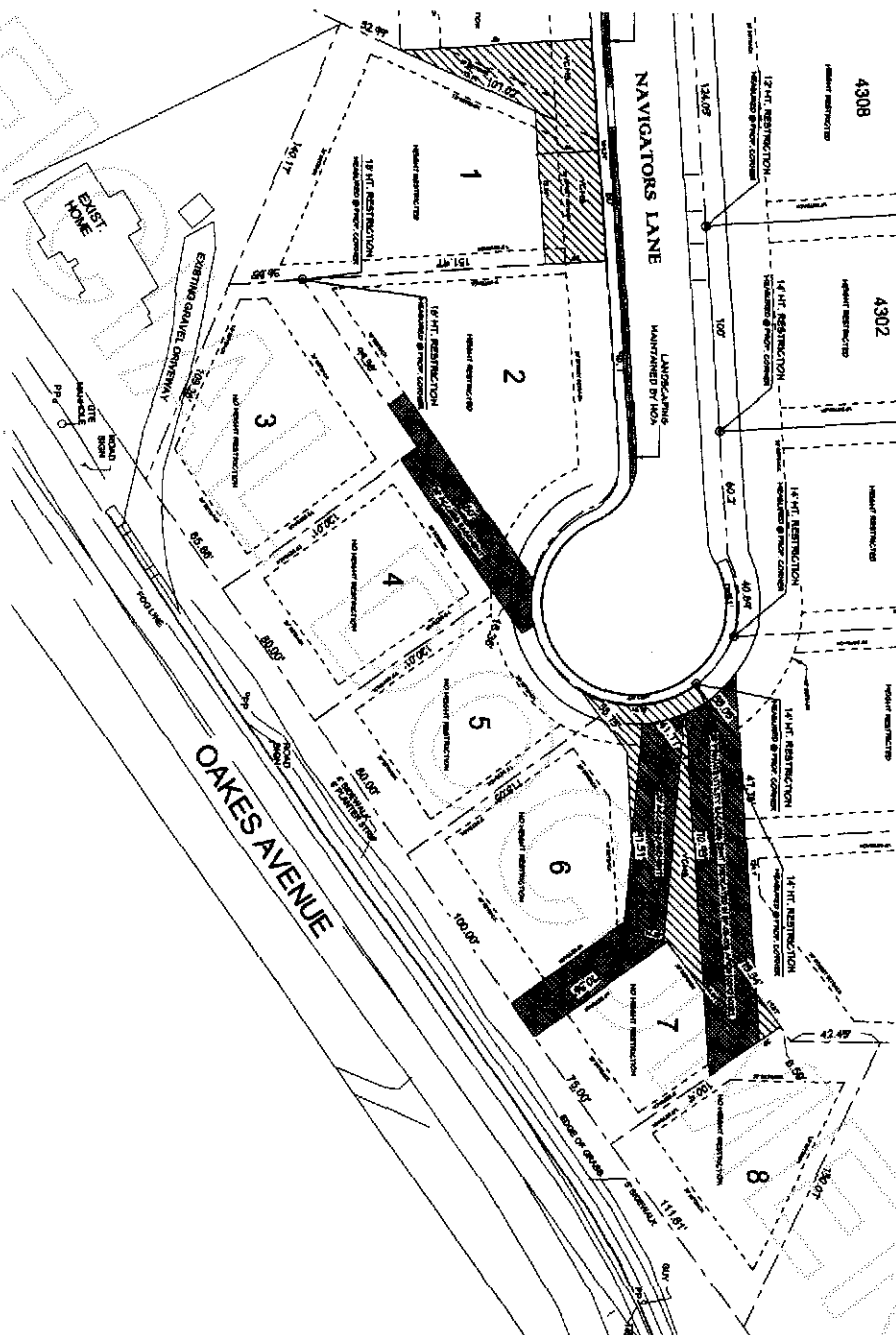
CHIEF ARCHITECT TO	
DRAWN BY:	J. SYKORA
SCALE	1" = 60'
DATE	11-12-13



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ALL HEIGHT RESTRICTIONS TO BE MEASURED FROM EXISTING GRADE AT PROPERTY CORNER INDICATED ON EXHIBIT.

VCMS - NO HOME, DECK, LANDSCAPE, TREE, FENCE, FLAG POLE, ANTENNA, BASKETBALL POLE AND BACKBOARD, OR OTHER INSTALLED, MOUNTED, OR SELF-SUPPORTING STRUCTURE MAY BE CONSTRUCTED, MAINTAINED, OR USED WITHIN THE VIEW CORRIDOR MINIMUM SETBACK AREA UNLESS IT IS LESS THAN 8 FT. TALL FROM EXISTING NATURAL GRADE.



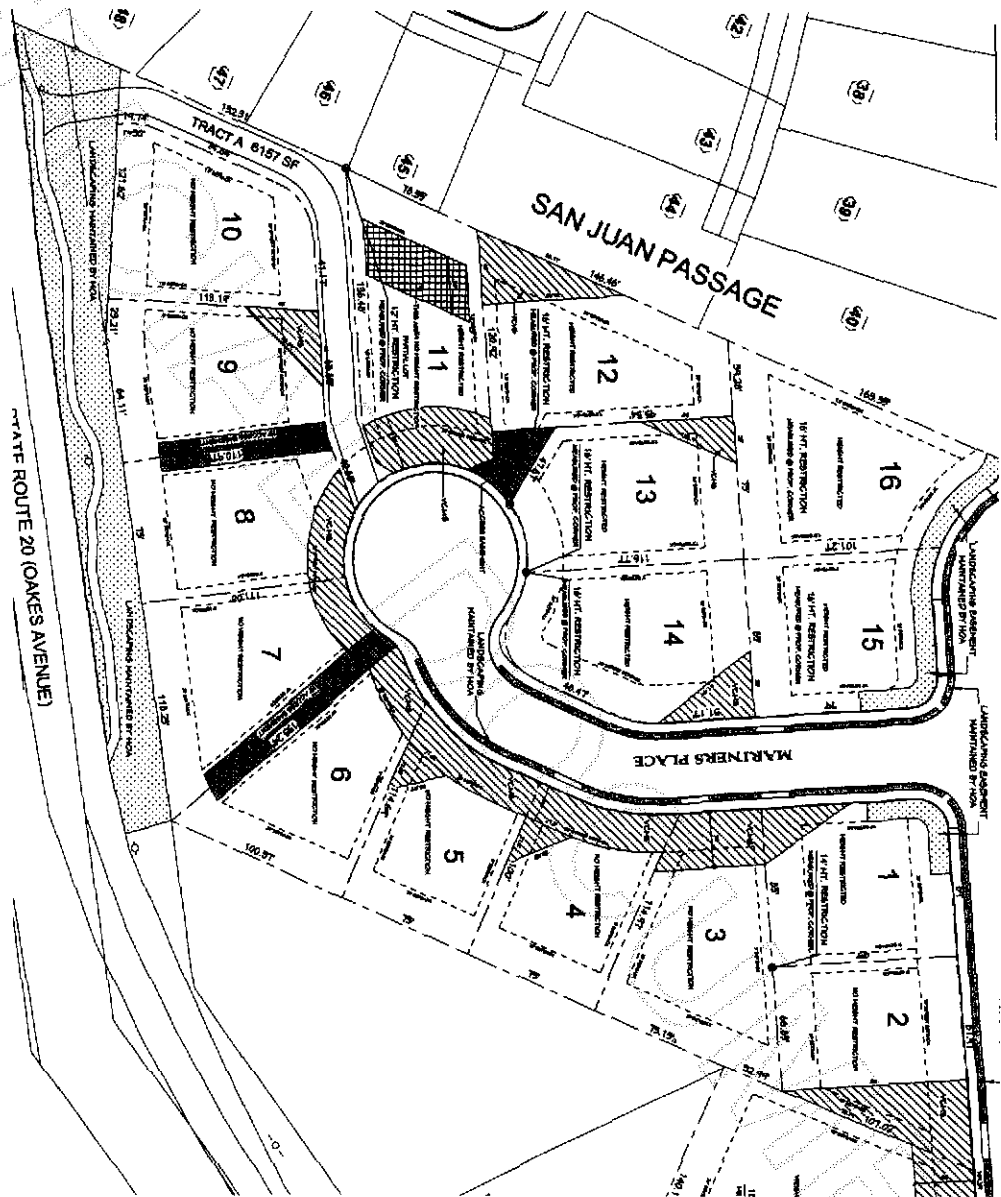
PHASE #2 - LOT 1 - 8 EXHIBIT "B"	
THE RESERVE AT CHANNEL LANDING	
CHIEF ARCHITECT J.S.	
DRAWN BY:	J. SYKORA
SCALE	1" = 80'
DATE	11-12-13



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ALL HEIGHT RESTRICTIONS TO BE MEASURED FROM EXISTING GRADE AT PROPERTY CORNER INDICATED ON EXHIBIT.

VCMS - NO HOME, DECK, LANDSCAPE, TREE, FENCE, FLAG POLE, ANTENNA, BASKETBALL POLE AND BACKBOARD, OR OTHER INSTALLED, MOUNTED, OR SELF-SUPPORTING STRUCTURE MAY BE CONSTRUCTED, MAINTAINED, OR USED WITHIN THE VIEW CORRIDOR MINIMUM SETBACK AREA UNLESS IT IS LESS THAN 8 FT. TALL FROM EXISTING NATURAL GRADE.



PHASE #3 - LOT 1 - 16 EXHIBIT "C"		OWNER ARCHITECT/750
THE RESERVE		DRAWN BY:
AT		J. SYKORA
CHANNEL LANDING		SCALE
		1" = 80'
		DATE
		11-12-13



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## **"EXHIBIT D"**

### **The Reserve at Channel Landing Exterior Architecture Design Guidelines**

#### **"Coastal Contemporary Design" General Considerations:**

- "Form Follows Function" The result of the design should derive directly from its purpose.
- Simplicity and clarity of forms and elimination of "unnecessary detail".
- Visual expression of structural elements
- The true nature or natural appearance material should be seen rather than concealed.
- Exteriors massing shall be clean lined.
- Emphasis on natural light, views, and view protection.

#### **Specific Exterior Style Considerations:**

1. All homes shall be custom designed and specific to the lot.
2. Buildings shall have low pitched roof; flat, shed, hip, or gable.
3. Large windows and window walls are encouraged.
4. Use of Natural materials are encouraged. (i.e. cedar siding, pine soffits, IPA paneling, etc.).
5. Functional exterior posts, beams, or trellis elements are encouraged.
6. Enclosed soffits are required unless the exposed rafters are 4x4 or larger and sheathed with a T and G material.
7. 5% of the exterior wall surface shall either be Stone or Architectural Concrete chosen from the Board Approved Stone Palette. The 5% shall be visible from the road.
8. Standing seam metal roof shall be installed on all structures, metal shall be matte and non reflective. (see predetermined color palette) Flat roofs are allowed but should not be the dominant roof structure. Care shall be taken that the flat roof material is either hidden from view (from street level) or constructed of a material fitting with these guide lines. (approved palette available)
9. Concrete that is exposed more than 12" from grade shall be architectural in design.
10. Garage doors where reasonably possible shall be hidden from the street, Garage doors shall be clean lined and contemporary.
11. Window frames shall be darker colors, copper, or clear aluminum. (approved palette available)
12. Bold colors are allowed if approved by the architectural committee, but should only be used as an "accent" (i.e. front door other smaller feature).



13. Cement based (hardi products or similar) and high quality metal siding products will be accepted. (approved palette available)
14. Deck joists that are easily visible shall either be clad with soffit, hidden with landscape, walled with siding, or made to look finished and structural.
15. Exterior paint should be predominately natural wood color, darker greens, greys and browns. (Color palette available)
16. Change of siding materials should be encouraged at inside angle points or when building massing increases or decreases.
17. Setbacks per City of Anacortes minimums unless otherwise shown on Exhibits "A", "B" and "C" or whichever is most restrictive.
18. Height per City of Anacortes maximums or restrictions Per Exhibits "A", "B" and "C" or whichever is most restrictive.
19. Landscape, should consist predominantly of grass, bark mulch, native stone and/or gravel and plants, trees, and shrubs native to the west coast of Oregon and Washington. (approved plant list available)

**Not Permitted:**

1. Design themes imported from other geographic areas (i.e. French Chateau or Southwest Hacienda)
2. Design themes easily recognized from another era (i.e. Craftsmen, Cape Cod etc.). Some details and or characteristics of these styles may be accepted. (i.e. Shingle siding would be approved in The Reserve at Channel Landing, even though shingles are one of the defining characteristics of the Cape Cod Style, but if that same shingled house, has a steeper pitch roof and no overhangs it has become too recognizable as being designed in the Cape Cod theme and would *not* be approved).
3. Exterior White paint or color similar light colors, unless approved as an accent.
4. Exposed 2x4 or 2x6 truss tails.
5. Ogee style gutter systems.
6. Exposed Chimney flues.
7. Siding materials: Vinyl siding, faux stone.
8. Roofing materials: Torch down, composition, or wood shingles, concrete or clay tile.
9. White or light tan windows.
10. Traditional grid windows and faux grid window systems.
11. Overly decoratively applied architectural features that do not provide the appearance of function.
12. Asphalt or gravel driveways.
13. Exposed "rough frame" pressure treated deck framing, visible from the street.
14. Arched windows.
15. Lighting the causes unnecessary glare and light pollution.
16. Landscape: rock, gravel, or cobble not naturally found in Skagit County.

**\*Developer, Owner or Declarant Reserves the Right to Make Changes to the Design Guidelines.**

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**"EXHIBIT E"**

**PARCEL "A":**

Lots 1 through 7, inclusive, City of Anacortes Short Plat No. SP-05-006, recorded September 21, 2010, under Auditor's File No. 201009210052, being a portion of Section 22, Township 35 North, Range 1 East, W.M., records of Skagit County, Washington.

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

**PARCEL "B":**

Lots 8 and 9, City of Anacortes Short Plat No. SP-05-006, recorded September 21, 2010, under Auditor's File No. 201009210052, being a portion of Section 22, Township 35 North, Range 1 East, W.M., records of Skagit County, Washington.

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

**PARCEL "C":**

Lots 4 to 13, inclusive, Block 1904 and Lots 4 to 15, inclusive, Block 1905, all in "BARING ADDITION TO ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 20, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated alley which upon vacation reverted to said premises by operation of law, EXCEPT the following described tract:

That portion of Block 1905 of "BARING ADDITION TO ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 20, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of said Block 1905;  
thence Southwesterly along the Southerly line of said block, a distance of 94.3 feet;  
thence Northeasterly a distance of 107.5 feet, more or less, to a point on the East line of said block which lies a distance of 27.0 feet from the said Southeast corner;  
thence Southerly along the East line of said block to the point of beginning.

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



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PARCEL "D":

Lots 9, 10, and 11, Block 1802; Lots 1 to 10, inclusive, Block 1902; and Lots 1 to 11, inclusive, Block 1903, all in "BARING ADDITION TO ANACORTES, WASH.", as per plat recorded in Volume 2 of Plats, page 20, records of Skagit County, Washington.

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

PARCEL "E":

Lots 1, 2 and 3, Block 1904, and Lots 1, 2 and 3, Block 1905, "BARING ADDITION TO ANACORTES, WASH.," as per plat recorded in Volume 2 of Plats, page 20, records of Skagit County, Washington.

TOGETHER WITH that portion of the vacated alley adjacent thereto.

EXCEPT that portion of said Block 1905 conveyed to the City of Anacortes by deed dated March 21, 1968 and recorded April 3, 1968, under Auditor's File No. 711937, described as follows:

Beginning at the Southeast corner of said Block 1905;  
thence Southwesterly along the Southerly line of said Block, a distance of 94.3 feet;  
thence Northeasterly a distance of 107.5 feet, more or less, to a point on the East line of said Block which lies a distance of 27.0 feet from the Southeast corner;  
thence Southerly along the East line of said Block to the point of beginning.

"TOGETHER WITH the future vacation of the right-of-way "BARING ADDITION TO ANACORTES, WASHINGTON." Recorded with the Plat of Phase III of The Reserve at Channel Landing".

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



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