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Skagit County Auditor

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ACCOMMODATION RECORDING

M-60014

**COVENANTS, CONDITIONS, DESIGN GUIDELINES AND RESTRICTIONS  
FOR  
ALLEN/JERETZKY 3 LOT BLA, 2200 10th St., Anacortes, Parcel # 56212**

**THIS DESIGN GUIDELINES** (this "Declaration") is made by Thomas L. and Pamela J. Allen, a married couple and Frank Jeretzky and Sharon Jeretzky, a married couple ("Declarant") as of the 20<sup>th</sup> day of August, 2015.

**RECITALS**

Declarant is the owner of certain real property (the "Property") in Skagit County, Washington, legally described on Exhibit 1 hereto.

The Property is subdivided as shown in the Plat for Allen/Jeretzky 3 Lot BLA, 2200 10<sup>th</sup> St., Parcel #56212 recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

**NOW, THEREFORE**, Declarant declares that the Property subject to all restrictions and easements of said plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the Design Guidelines protecting the value and desirability of and which shall touch and concern and run with title to the Property and which shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
CONSTRUCTION ON LOTS AND USE OF LOTS**

Section 1.1 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages shall (i) be not less than 1,700 square feet for a dwelling containing a single level and (ii) 2,000 square feet for a dwelling containing two (2) levels. Each home must have a garage, attached or unattached, which shall be of such size as to accommodate at least two full size automobiles at a minimum of 400 sq. ft.. No Carports are allowed.

Section 1.2 Building Setbacks.

- 1.2.1 **"East Property Line Lots C & D".** The east property lines of Lots C & D shall have a minimum of a 10' building setback.
- 1.2.2 **"Waterside Setbacks Lots C & D".** Setback for the front or waterside north setback for Lots C & D to be no farther north than the existing northern living room window wall at 2202 10<sup>th</sup> St.
- 1.2.3 **"Waterside Setback Lot AB".** Setback for the front or waterside north setback for Lot AB at 2202 10<sup>th</sup> St. shall be no farther north than the existing northern living room window wall, except that portion that includes up to 50' west of the east line of Lot AB.

Section 1.3 Design Guidelines. In all instances, all homes shall comply with the building requirements of the City of Anacortes and any other governmental agency that has jurisdiction over the building process.

- 1.3.1 **Roofing:** All roof pitches to be 6/12 minimum. An exception on roof pitch will be made for covered porches and shed dormers to be a 3/12 minimum. Additional exceptions include flat trellises, open beam over a porch or patio area or an enclosed rooftop garden or deck area. All roofing material shall be an "earth tone" color in the brown, black, or grey family.
- 1.3.2 **Fences, Walls and Gates:** No chain link fence.

Section 1.4 Use Restrictions.

- 1.4.1 **"Maintenance of Buildings and Lots".** Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of motor vehicles of any type that are in obvious disrepair or in non-working condition and stored on the property, 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. The landscaping shall be maintained to the curb on the edge of the street.
- 1.4.2 **"Trash Containers and Debris".** All trash shall be placed in sanitary containers. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Compost piles may be kept upon the Lots provided they are kept in a barrel or like kind container in a clean, neat and sanitary condition.
- 1.4.3 **"Offensive Activity".** 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 other Owners or tenants.

4.2 Dogs shall be kept and confined in fenced areas or on leashes when within the Property.

4.3 Owner shall cleanup after their pets within the Properties.

4.4 No dangerous or potentially dangerous dogs shall be allowed within the Property and no Owner shall harbor or keep a dog that howls, barks or makes other loud noises or unreasonably annoys or disturbs other people within the Properties.

#### **Article 5 ENFORCEMENT**

The Declarant and any Lot Owner shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by this Declaration. If the Declarant or any Lot owner seeks an injunction they shall not be required to post any bond and each Lot Owner hereby waives the right to require the posting of a bond in any proceeding for an injunction under this Declaration. The failure of the Declarant or any Lot Owners to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this Declaration shall be entitled to judgment for the reasonable attorney's fees, court costs and other costs incurred in such litigation by such prevailing party. The venue for any action shall be in Skagit County, Washington.

#### **Article 6 GRANTEE'S ACCEPTANCE**

The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and the provisions contained herein.

#### **Article 7 SEVERABILITY**

In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected.

- 1.4.4 **"Commercial Operations"**. No commercial operations are allowed to include: no Bed & Breakfasts, no Vacation Rentals, or other disruptive business activity. Long term rentals are allowed.
- 1.4.5 **"Damage"**. Any damage to streets, plat improvements, all fences, landscaping, mailboxes, lights and lighting standards by Lot Owners, their children, agents, visitors, or service personnel shall be repaired by such Owner within fourteen (14) days from the occurrence of such damage.
- 1.4.6 **"Landscaping Height Restrictions"**. In order to maintain views, all landscaping on the north side of each home, including but not limited to, trees, bushes, grasses, landscape architectural elements such as arbors, trellises, outdoor cooking areas, etc. shall be built and/or kept trimmed and maintained not to exceed 4' in height as measured from original grade. The use of "Dwarf" type of trees is to be the tree standard. It is imperative that this height restriction is followed and enforced to protect the views of neighbor(s). The height restriction for landscaping is to be considered anything north of the existing north living room wall of the existing house at 2202 10<sup>th</sup> St. to coincide with the setbacks as included for the current and future structure setbacks.
- 1.4.7 **"Compliance with Laws"**. Notwithstanding anything to the contrary set forth herein, each Owner shall comply with the more restrictive of either (i) the terms or conditions of this Declaration, or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

## ARTICLE 2 ASSIGNMENT BY DECLARANT

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

## ARTICLE 3 CHANGES TO CC&Rs

Changes to these Covenants, Conditions, Design Guidelines & Restrictions require a 2/3 vote (66.66%) majority agreement of the property owners of this B.L.A. at 2202, 2208 and 2212 10<sup>th</sup> St., Anacortes, WA. **FOR THE PURPOSE OF THIS SECTION,**

**ONE PROPERTY EQUALS ONE VOTE.**

## ARTICLE 4 ANIMALS

Section 4.1 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats or other household pets; provided they are not kept, bred or maintained for commercial purposes. Other household pets are limited to fish and small indoor caged animals.

**Article 8**  
**PARAGRAPH HEADINGS**

The paragraph headings in this Declaration are for convenience only and shall not be considered in construing this Declaration.

**Article 9**  
**NO WAIVER**

The failure of any party entitled to enforce any provision hereof to take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

DATED this 20th day of August, 2015.

By: \_\_\_\_\_

Thomas L. Allen

By: \_\_\_\_\_

Frank Jeretzky

By: \_\_\_\_\_

Pamela J. Allen

By: \_\_\_\_\_

Sharon Jeretzky

State of Washington

County of

Skagit

I certify that I know or have satisfactory evidence that Thomas Allen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Aug. 20, 2015

Candice Geer

(Signature)

Credit Assistant

Title

My appointment

expires 5/29/2018



State of Washington

County of

Skagit

I certify that I know or have satisfactory evidence that Pamela Allen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Aug. 20, 2015

Candice Geer

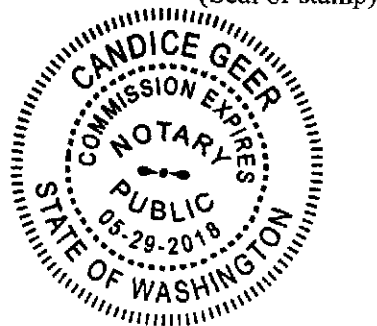
(Signature)

Credit Assistant

Title

My appointment

expires 5/29/2018



State of Washington

County of

Skagit

I certify that I know or have satisfactory evidence that Frank Jeretzky is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: . . . . .

Aug. 20, 2015

Candice Geer

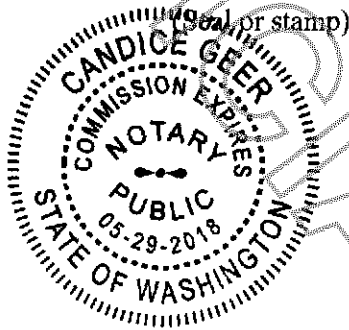
(Signature)

Credit Assistant

Title

My appointment

expires 5/29/2018



State of Washington

County of

Skagit

I certify that I know or have satisfactory evidence that Sharon Jeretzky is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: . . . . .

Aug. 20, 2015

Candice Geer

(Signature)

Credit Assistant

Title

My appointment

expires 5/29/2018

