

AFTER RECORDING, RETURN TO:
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Skagit County Auditor

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12/8/2016 Page

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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
EDGE OF OLD TOWN**

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR EDGE OF OLD TOWN
CLASSIC TRANSITIONS, LLC
THE GENERAL PUBLIC
LTS 1 - 4, BLA Survey, AF# 201606100121
P56224, P133513, P133514, P133515

GRANTOR:

GRANTEE:

ABBREV. LEGAL DESCRIPTION:

TAX PARCEL NO.:

ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

CLASSIC TRANSITIONS, LLC, a Washington Limited Liability Company hereinafter referred to as the "Declarant," is the owner in fee simple of the land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property"). Declarant has obtained permitting from the City of Anacortes to create from such Property a Development to be known henceforth as "Edge of Old Town."

1.2. Reference to Property Burdened.

The real property burdened and benefitted by these Covenants, herein known as Edge of Old Town, consists of the following described Property:

SEE ATTACHED EXHIBIT "A"

1.3. Purpose - Binding Equitable Servitudes.

This Declaration of Covenants states covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes that shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind, for the period described in Article IV hereof.

ARTICLE II

DEFINITIONS

2.1. "City" means the City of Anacortes.

2.2. "Lot" means one of the parcels described in Section 1.2 hereof.

2.3. "ROW" means any City of Anacortes Right-of-Way adjoining a Lot within this Development.

2.4. "Owner" means the fee owner of any Lot burdened by these Covenants.

ARTICLE III

COVENANTS

3.1. Permitted Dwellings.

All Dwellings within the Development must be stick built in accordance with plans and specifications approved in advance by the City. No mobile home, manufactured housing units or modular homes are permitted in the Development.

3.2. Vehicle Parking and Operation.

- a. *General Parking Restrictions:* The driveway parking areas of each Lot are restricted to the parking of operable, registered, licensable automobiles, light trucks (one-ton capacity or less), motorcycles and family-sized vans. No vehicle of any nature – powered, towed or otherwise – may be parked in yards, set-backs, easements or right-of-ways.

All vehicles shall be parked within a garage. Unless and to the extent that the Occupants of a Lot shall have more vehicles than the number of parking areas within the garage, only one additional vehicle may be parked on the hammerhead or driveway apron.

No vehicle with a gross vehicle weight in excess of 6000 pounds, any vehicle requiring a commercial driver's license, any vehicle in excess of 24' or any vehicle with a hauling capacity greater than two (2) tons shall be permitted to park upon any portion of any Lot in the Development – except for the temporary purposes of service, utilities and repairs. Notwithstanding any of the foregoing restrictions and not limited by any of the following, no towed vehicle, fifth wheel, utility trailer, truck camper, horse trailer, boat, boat trailer, tractor, riding mower, recreational vehicle, off-road vehicle or motor home shall be temporarily kept or stored in the Development for any period in excess of seven (7) consecutive days (or in excess of twenty-one (21) accumulative days annually) unless such vehicle can be kept fully hidden from view in the Lot Owner's garage.

b. *Junk Vehicle Parking:* Junk vehicles (as defined in RCW 46.55.010) may not be stored, kept or maintained anywhere on the Development or adjoining right-of-way.

c. *Parking on Alley:* Parking on any section of the Alley is strictly prohibited – except by Fire Department, Police, public utility or official City of Anacortes vehicles.

3.3. Animals.

No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of well-behaved dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times, when outside, be on a leash or within an allowable fence. The owner of any animal maintained on the property shall exercise appropriate control over the animal, and shall clean up after such animal and shall not permit deposits of fecal matter, urinary residue or foodstuffs from or for such animal to remain anywhere on any of the Development's properties and adjoining right-of-ways. No animal that becomes an unreasonable source of annoyance to other persons lawfully residing in the Development may remain in the Development.

3.4. Landscaping.

Each Owner shall have the right and duty for landscaping their individual Lot and adjoining ROWs in accordance with the guidelines set forth by the Anacortes Municipal Code Section 17.41.

3.5. Lot Maintenance.

Each lot Owner shall maintain the Lot, all structures, and landscaping – in good condition and repair, including, but not limited to the appropriate painting, staining, repairing and/or maintenance of all exterior siding materials; repairing, replacing and/or maintenance of damaged or weathered roofing, soffit and fascia materials; the pruning and trimming of trees, hedges and shrubbery; general grounds keeping such as mowing and weeding; the cleaning of debris from and/or repair of storm water drainage devices – such as gutters, downspouts, catch basins, drainage swales and other storm water drainage conveyances; and the repair and maintenance of fences, retaining walls, water features, as well as any other external landscape feature or exterior structure. Notwithstanding the foregoing, the landscaping maintenance required hereunder shall also extend from the boundary of each Lot to the adjoining unused sections of the City ROW – as per Anacortes Municipal Code 17.41.020 (H).

3.6. Nuisance.

It shall be the responsibility of each Owner and/or other occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. There shall not be maintained any plants, animals, devices, or thing of any sort whose activities or existence in any way is offensive to the senses, obnoxious, dangerous, unsightly, unpleasant or of such other nature as may diminish or destroy reasonable persons' enjoyment of the Development.

3.7. Fencing.

No fencing shall be constructed or erected within less than twenty-five feet (25') of the Alley. Chain-link style fencing is prohibited.

ARTICLE IV

DURATION AND MENDMENT OF COVENANTS

4.1. Duration of Covenants.

These Covenants shall have perpetual existence subject to the rights of the Owners to amend the Covenants in whole or in part, or abandon the Covenants in their entirety, as provided in Section 4.2 below.

4.2. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Any amendment must be signed and notarized by all the Owners.

4.3. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Development and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

4.4. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this 8th day of December, 2010.

DECLARANT:
CLASSIC TRANSITIONS, LLC

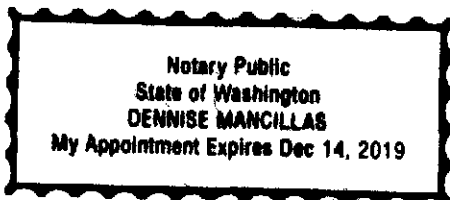
By: Mark Harris
Mark Harris, its Member

By: Susan M Harris
Susan Harris, its Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Mark Harris and Susan Harris are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Members of the Declarant, CLASSIC TRANSITIONS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12-8-10, 2010.



Dannise Mancillas
NOTARY PUBLIC for the State of
Washington. My Commission
expires 12-14-19

* 7 pages including this page

EXHIBIT "A"

Lot 1 of Boundary Line Adjustment Survey recorded on June 10, 2016 as Skagit County Auditor's File No. 201606100121 and more particularly described as follows:

The East half of Lot 18 and all of Lots 19 and 20, Block 203, "MAP OF THE CITY OF ANACORTES" as per Plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington.

Lot 2 of Boundary Line Adjustment Survey recorded on June 10, 2016 as Skagit County Auditor's File No. 201606100121 and more particularly described as follows:

All of Lots 16 and 17 and the West half of Lot 18, Block 203, "MAP OF THE CITY OF ANACORTES" as per Plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington.

Lot 3 of Boundary Line Adjustment Survey recorded on June 10, 2016 as Skagit County Auditor's File No. 201606100121 and more particularly described as follows:

That portion of Lots 1 through 4, inclusive, Block 203, "MAP OF THE CITY OF ANACORTES" as per Plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington, described as follows:

BEGINNING at the Southeast corner of said Lot 1; thence North 89° 24' 57" West, 95 feet; thence North 00° 35' 17" East 79.84 feet; thence South 89° 25' 42" East 90.00 feet; thence South 25° 58' 49", 11.18 feet; thence South 00° 35' 17" West, 69.86 feet to the POINT OF BEGINNING.

Lot 4 of Boundary Line Adjustment Survey recorded on June 10, 2016 as Skagit County Auditor's File No. 201606100121 and more particularly described as follows:

All of Lots 1 through 7, inclusive, Block 203, "MAP OF THE CITY OF ANACORTES" as per Plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington, EXCEPT that portion of Lots 1 through 4, inclusive, described as follows:

BEGINNING at the Southeast corner of said Lot 1; thence North 89° 24' 57" West, 95 feet; thence North 00° 35' 17" East 79.84 feet; thence South 89° 25' 42" East 90.00 feet; thence South 25° 58' 49", 11.18 feet; thence South 00° 35' 17" West, 69.86 feet to the POINT OF BEGINNING.