

RETURN TO:

Channel Crossing LLC  
PO Box 319  
Anacortes, WA 98221



Skagit County Auditor  
7/14/2017 Page

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7

\$79.00  
2:57PM

TITLE OF DOCUMENT:  
GRANTOR:

COVENANT PROTECTING SCENIC VIEWS  
CHANNEL CROSSING LIMITED LIABILITY  
COMPANY

DOCUMENT AFFECTED:  
GRANTEE:

AF# 2017 05020028, 2017 05020028  
48 NORTH ANACORTES, L.L.C.

ABBREV. LEGAL DESCRIPTION:

PTN. NE 1/4, SE 1/4, S 22, T 35, R1E WM

FULL LEGALS APPEAR:

PP. 6, 7

ASSESSOR'S TAX PARCEL NO.:

P 31586, P133659; P133660; P133661; P133662  
P133663; P133664; P133665; P133666; P133667;  
P133668; P133669; P133670; P133671; P133672;  
P133673; P133674; P133675; P133676; P133677;  
P133678; P133679; P1336580 P133681; P133682;  
P133683; P133684; P133685; P133686; P133687;  
P133688; P133689; P133690; P133691

*Land Title and Escrow*

### COVENANT PROTECTING SCENIC VIEWS

This Covenant is made by CHANNEL CROSSING LIMITED LIABILITY COMPANY, a Washington Limited Liability Company (hereinafter referred to as the "Grantor"), for the use and benefit of 48 NORTH ANACORTES, L.L.C., a Washington Limited Liability Company, (hereinafter referred to as the "Grantee").

The following recitals of fact are a material part of this instrument:

A. The Grantor is the sole owner in fee simple of a tract of land which is hereinafter referred to as "Parcel A" and which is legally described as follows :

See attached Exhibit A.

B. The Grantee is the sole owner of a tract of land which is hereinafter referred to as "Parcel B" and which is legally described as follows:

See attached Exhibit B.

C. The Grantor wishes to grant and the Grantee wishes to receive certain covenants benefitting Parcel B.

Now, therefore, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made by the Parties:

1. GRANT OF COVENANTS. The Grantor hereby grants to the Grantee the covenants that follow in this instrument, for the purpose of preserving and maintaining scenic views that benefit certain "Benefitted Owners," described hereinafter in greater detail, who own an interest in Parcel B or who may in the future own platted Lots within Parcel B.
2. RESTRICTIONS ON USE OF PARCEL A. So that Grantee, its transferees, successors and assigns may make full use and enjoyment of the scenic views generally described in Paragraph 1 hereof, the following restrictions on the use and development of Parcel A shall henceforth apply: In order to maintain for the Benefitted Owners certain territorial views to the West and North across Parcel A, the maximum building height of any improvements shall be 3 stories, but no more than 35 feet (R2 District - Anacortes Municipal Code 17.36.090). The maximum height of trees or vegetation shall be limited to grow no taller than 25 feet. This covenant shall be appurtenant to and a covenant running with the land for the parcels owned by the Benefitted Owners, described below in Section 3 hereof. Any violation of these provisions is expressly declared to be a nuisance. Any trimming of trees or other vegetation that is necessary to maintain the maximum height limit specified herein shall be accomplished at the sole cost and expense of the owner of the lot or parcel within Parcel A on which the offending tree or vegetation exists, within 60 days of the mailing of written notice to such owner of the violation of this covenant.
3. BENEFITTED OWNERS. The covenant granted and/or described in Sections 1 and 2 hereof are intended to benefit Grantee and its transferees, specifically including any owner[s] of each and every Lot and Tract in the Plat of 48 North Plat & P.U.D., their officers, directors, family members, heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants.
4. ENFORCEMENT. Any aggrieved party may maintain an action in a court of competent jurisdiction to abate or enjoin any violation of the terms and conditions of this Covenant, including without limitation the provisions of Section 2 hereof; the prevailing party in any such action shall be entitled to an award of attorneys' fees and costs. This Covenant shall be

enforceable by either the Benefitted Owners, or any of them or by 48 North Association, a Washington Nonprofit Miscellaneous and Mutual Corporation that has been or will be incorporated to serve as the homeowners association for the Plat of 48 North Plat & P.U.D., but in order to avoid a multiplicity of suits, no Benefitted Owner[s] shall maintain a separate cause of action for enforcement if 48 North Association has elected to maintain enforcement proceedings.

5. **RUNNING OF BENEFITS AND BURDENS.** The covenants contained herein, along with any and all benefits and burdens arising therefrom, and all covenants, conditions, restrictions and reservations included herein are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the above-described Parcels owned by Grantor and Grantee, and which shall be binding upon both Parcels, and upon their respective owners and occupiers, and upon the respective officers, directors, heirs, personal representatives, successors and assigns of such parties, through all successive transfers of either Parcel and/or the granting of any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of governmental tax, levy or assessment of any kind.

6. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer usable rights of enjoyment in the Grantee is carried out.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed this  
14 day of July, 2017.

**SIGNATURES APPEAR ON THE FOLLOWING PAGES:**

By: STRANDBERG INVESTMENTS LLC, its Managing Member

STATE OF WASHINGTON

I hereby certify that I know or have satisfactory evidence that Nels Strandberg is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing member of STRANDBERG INVESTMENTS LLC, in its capacity as the Managing Member of CHANNEL CROSSING LIMITED LIABILITY COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

A circular notary seal for Erin D. Welliver, a Notary Public in the State of Washington. The seal features the text "ERIN D. WELLIVER" at the top, "COMMISSION EXPIRES" on the left, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The expiration date "APRIL 01, 2018" is located at the bottom right. The seal is surrounded by a decorative border of small dots.

NOTARY PUBLIC for the State of Washington,  
Residing in Tracy, CA  
My Commission expires 4/1/2018

48 NORTH ANACORTES, L.L.C.

By

*Kendra Decker*  
Kendra Decker, its Manager

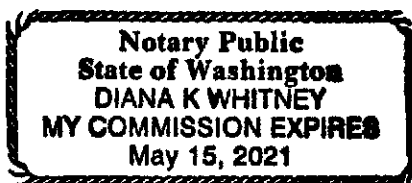
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that *KENDRA DECKER* is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the of 48 NORTH ANACORTES, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: JUNE 29<sup>th</sup>, 2017, 2017.



*Diana K. Whitney*  
NOTARY PUBLIC for the State of Washington,

Residing in Bow

My Commission expires 15 MAY 2021

## EXHIBIT A

### Legal Description of Grantor's Parcel ["Parcel A"]

That portion of the Northeast 1/4 of the Southeast 1/4 of Section 22, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the Southwest corner of said Northeast 1/4 of the Southeast 1/4; thence North  $0^{\circ}57'37''$  West along the West line of said subdivision, a distance of 568.64 feet to the Northerly line of Oakes Avenue, being the true point of beginning; thence continue North  $0^{\circ}57'37''$  West a distance of 309.33 feet; thence South  $52^{\circ}56'22''$  East a distance of 203.44 feet to the Northerly line of Oakes Avenue; thence South  $29^{\circ}56'$  West along said Northerly line of Oakes Avenue a distance of 153.67 feet; thence South  $56^{\circ}22'50''$  West along said Northerly line of Oakes Avenue, a distance of 96.65 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Property I.D. No. P 31586

## **EXHIBIT B**

### **Legal Description of Grantee's Parcel ["Parcel B"]**

Lots 1-30 and Tract A, Tract B and Tract C of "48 North Plat & PUD", recorded May 2, 2017 under Skagit County Auditor's File No. 201705020028.

Situate in the County of Skagit, State of Washington.