



201905080072

05/08/2019 02:38 PM Pages: 1 of 32 Fees: \$130.00
Skagit County Auditor

Return Address:

Channel Crossing LLC

PO Box 319

Anacortes, WA 98201

Document Title:

Covenants

Reference Number (if applicable): 201905080071

Grantor(s):

☐ additional grantor names on page ____.

1) Channel Crossing LLC

2) _____

Grantee(s):

☐ additional grantor names on page ____.

1) Public

2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____.

NE SE 22/35/01

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____.

P31586

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR
CHANNEL CROSSING SHORT PLAT**

THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS (this "Declaration") is made by CHANNEL CROSSING LLC, (Declarant) as of the 2nd day of April 2019.

RECITALS

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

The Property is subdivided as Channel Crossing Short Plat, according to the plat thereof recorded under Auditor's File No. 201905080071 records of Skagit County, Washington.

Declarant wishes to subject the Property to this Declaration.

NOW, THEREFORE, Declarant declares that the Property is subject to all restrictions and easements of said plat, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth which are for the purpose of 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 1
DEFINITIONS**

Section 1.1 **Words Defined.** For the purpose of this Declaration and any amendments hereto, the following terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

1.1.1 "Construction" and "Constructed" shall mean any construction, reconstruction, erection or alteration of an improvement, except wholly interior alterations to a then existing Structure.

1.1.2 "Declarant" shall mean Channel Crossing LLC., a Washington Limited Liability Company.

1.1.3 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for the Channel Crossing Short Plat as it may from time to time be amended.

1.1.4 “First Mortgage” and “First Mortgagee” shall mean, respectively,
(a) The mortgage or deed of trust on the 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 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 First Mortgage so held.

1.1.5 “Lot” shall mean any one of the lots numbered Lots 1 through 3 on the plat map of record and the previous platted parcel P31586.

1.1.6 “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.

1.1.7 “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.

1.1.8 “Owner” shall mean the record owner, whether one or more persons, of fee simple title to a Lot within the Property, including a contract seller except those having such interest merely for the performance of an obligation.

1.1.9 “Person” shall mean an individual, corporation, partnership, association, trustee or other legal entity.

1.1.10 “Plat” shall mean the recorded Channel Crossing Short Plat and any amendments, corrections or addenda thereto subsequently recorded.

1.1.11 “Property” shall mean the land described on “Exhibit A” and such additions thereto as may hereafter be subjected to the terms of the Declaration, and all improvements and structures now or hereafter placed on the land.

1.1.12 “Structure” shall mean any building, fence, wall, patio, swimming pool, or the like.

1.1.13 “Participating Builder” shall mean and refer to a person or entity that acquires a portion of Channel Crossing Short Plat for the purpose of improving such portion or portions in accordance with and subject to these Declarations.

1.1.14 “Development Period” shall mean the period of time from the recording of this Declaration and including any and all time prior to such recording that development has commenced, or until all of the Lots and or Homes within this project have been sold by the Declarant.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

ARTICLE 2 COMMON AREAS AND EASEMENTS

Section 2.4 Easements for Utilities and Drainage. Declarant does hereby establish, create and reserve for the benefit of itself, the Owners, and their respective heirs and assigns, an easement (the "Utilities and Drainage Easement") for the installation and maintenance of cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water and sewer drainage systems and electrical, gas, telephone, water and sewer lines over the area designated for easements and shown on the plat map for Channel Crossing Short Plat. No Lot Owner shall allow or permit any structure or landscaping to be located, installed or grow upon the area subject to the Utilities and Drainage Easement which might in any way damage or interfere with the installation and operation of such utilities and systems. Each person utilizing the Utilities and Drainage Easement areas located on another's Lot shall promptly restore such area to a condition as close to its original condition as reasonably practical after making such use. Each Lot Owner shall maintain the area of his Lot subject to the Utilities and Drainage Easement in a condition which will not interfere with the operation and maintenance of said utilities and systems.

Section 2.5 Maintenance of Street Trees Between Sidewalk and Lots. It will be the responsibility of the lot owner(s) directly adjacent to said planting strips to maintain trees, shrubs and plants in a professional manner, in accordance to paragraph 3.7.18 herein and "Exhibit B" hereto. Declarant shall maintain the planting strips during the Development Period. At the end of the Development Period or transfer of ownership of lots, the responsibility of maintenance of the planting areas will transfer to the owners of lots 1 and 2.

Section 2.6 Maintenance of Shared Access Driveway. Driveway access shown on the Final Plat Map of record is for the benefit of the Lots served and shall be maintained by the owners of the benefited lots. Driveway construction costs and future maintenance costs will be shared equally by the owners of lots 1, 2 and 3 of the Channel Crossing Short Plat.

ARTICLE 3 CONSTRUCTION ON LOTS AND USE OF LOTS

Section 3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as herein provided. No building, except for "Accessory Structures" shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. For purposes of the Declaration, "Accessory Structure" shall mean and include only an "Accessory Dwelling Unit" (guest house, studio or detached garage) as 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. If allowed by the provisions contained herein. Notwithstanding anything herein set forth, the Construction of any 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.

Section 3.2 Design Guidelines. Design shall be generally consistent with the theme of the Community established by the Declarant and per the "Exterior Design Guidelines attached hereto as "Exhibit C". The Declarant shall have the authority to implement the basic theme contained herein.

Section 3.3 Minimum Size. The floor area of the main house Structure, exclusive of open porches and garages shall be not less than

(a) 1,500 square feet for a dwelling

Each home must have a garage which shall be of such size as to accommodate at least two full size automobiles.

Section 3.4 Maximum Height. All structures on Lots 1,2 & 3 shall conform to the height restrictions set forth in "Exhibit D" "COVENANT PROTECTING SCENIC VIEWS" recorded on July 14th, 2017 in the records of Skagit County under AFN 201707140126 and AFN201707140127. The maximum building height of any improvement on Lots 1,2 and 3 shall be no more than 35ft in height (R2 District-AMC 17.36.090) The maximum height for trees, plants, or other vegetation shall be limited to grow no taller than 25 feet. All costs for trimming of trees or other vegetation that is necessary to maintain the maximum height restriction shall be accomplished at the sole cost and expense of the owner of the lot or parcel on which the offending tree or vegetation exists. In addition to the "Covenant Protecting Scenic Views" Lot 3 is further restricted to the height restriction set forth in Exhibit "E" "HEIGHT RESTRICTION Lot 3 Channel Crossing".

Section 3.5 Use Restrictions.

3.5.1 "Residential Use". The dwellings within the Structures are intended for and restricted to use as single-family residences only, on an ownership, rental, or lease basis, and for social, recreational or other reasonable activities normally incident to such use. In addition to the foregoing, the Declarant may use dwellings it owns as sales offices and models for sales of other Lots.

3.5.2 "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 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.

3.5.3 "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. Any ADU to be erected or placed on any lot shall be completed within six (6) months from the date of construction is started. All yards and landscaping must be installed prior to receiving the building occupancy certificate from the City of Anacortes Building Department. Lots shall be maintained in a neat and orderly condition during Construction.

3.5.4 "Parking". No trucks, campers, trailers, boats, motorcycles, inoperable vehicle, or part thereof, shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage or in the rear or side yard area and screened from sight. No such vehicles shall be parked on any street adjoining any Lot. The exception shall be

passenger vehicles, which may be parked on the owner's garage apron. No vehicles shall be parked on the private drive access provided that such vehicles belonging to guests may occasionally be so parked. The Declarant may establish such other parking regulations as it may deem necessary and appropriate.

3.5.5 "Signs". No sign of any kind shall be displayed to the public view on or from any Lot except "For Rent" or "For Sale" signs in a form not prohibited by any rules and regulations. This Section shall not apply to the Declarant or any Participating Builder.

3.5.6 "Animals". Animals, including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. Household pets shall not exceed four (4) 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. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances and regulations pertaining to animals.

3.5.7 "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 as a residence, either temporarily or permanently.

3.5.8 "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.

3.5.9 "Television, HDTV, Antennas and Satellite Dishes". No exposed exterior radio or television transmission or receiving antennas, except for "mini" satellite TV and HDTV antenna/dishes (approximately 18") in diameter or less may be installed within a Lot. Any "mini" satellite dish antenna located on the lot must be located and erected so as to minimize its visibility from adjoining lots and street view and be painted a color to blend with the surface to which it is attached.

3.5.10 "Solar Panels". Solar Panels are allowed, all solar panel systems are to be integrated into the home architecture. Solar system panels must be integrated with the roof color palette. Equipment, exterior lines and pipes shall be painted to blend with the surrounding area as much as possible, placement of the panels shall take into consideration the glare impact on adjacent properties. Only professionally designed systems will be allowed.

3.5.11 "Heating Ventilation and Air Conditioning Equipment". All heating, ventilation and air conditioning equipment (HVAC), wherever located, shall be screened from view by an appropriate fence or plantings. Plantings must be of sufficient size to screen equipment from view at the time of planting. Further, location of the HVAC equipment shall be placed so as to provide the least noise and interference with the neighboring Lot Owner.

3.5.12 "Trash Containers and Debris". Trash shall be placed in sanitary containers and screened so as not to be visible from adjoining structures, streets or roadways. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind.

Yard rakings, dirt and debris resulting from landscaping work or construction shall not be dumped onto adjoining lots, streets or roadways. Compost piles may be kept upon the lots provided they are kept in an enclosure, and clean, neat and in sanitary condition free of rodents, pests and screened from view of adjoining Lots. No vacant lot shall be permitted or allowed to accumulate tall grass, leaves, limbs, branches and other vegetation as to be a detriment to the neighborhood or become a fire hazard.

3.5.13 "Offensive Activity". No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including 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 kept, parked, stored, dismantled or repaired outside of any Lot or any street with the Property. 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.

3.5.14 "Setbacks". All Structures shall be constructed in accordance with all ordinances, rules and building regulations of the City of Anacortes, without limitations, as well as land use, zoning and other setback requirements as identified on the face of the Final Plat Map of "Channel Crossing Short Plat".

3.5.15 "Fences". All fences shall be constructed in a good and workman-like manner and shall be architectural in design. No chain link or vinyl fencing will be allowed. The fence shall not detract from the appearance of the adjacent structure or obstruct the view of the lots. No fencing in front yard setbacks unless the structure is less than 3 ft in height. All fences shall comply with the constructed from pressure treated posts and Cedar fence boards and shall be artistic in design and shall not detract from the appearance of any adjacent Structures.

3.5.16 "Underground Utilities". All utility lines located outside a dwelling unit shall be in conduit attached to such units or underground.

3.5.17 "Drainage". "Drainage BMP Facility Maintenance Covenant" "Exhibit F" herein and recorded under Auditors File No. 201903280023 records of Skagit County and on the Final Plat of Channel Crossing, outlines the guidelines for the required maintenance and inspections of the Stormwater Facilities located within the Channel Crossing Plat. The private maintenance facilities within the Channel Crossing Plat are the responsibility of the owners to which they serve. No Lot shall be improved in such a way as to cause excess surface water run-off that may cause erosion, damage or inconvenience to other Lots or Owners thereof. All drainage from a Lot 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.

3.5.18 "Tree Cutting". The cutting of trees within the planting strip at Oakes Avenue is strictly prohibited without the written approval from the City of Anacortes planning department. Trees within the planting strips along Oakes Avenue are part of the tree

preservation plan required by the City of Anacortes Code, Chapter 16.50.070 Tree Conservation Standards, D. Tree Density Requirements, code items 2 and 3 Tree Credits.

3.5.19 "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 repaired by such Owner within twelve (12) days from the occurrence of such damage.

3.5.20 "Mailboxes." All mailboxes must be of a standard accepted by the U.S. Postal Authorities and must be located in those areas so designated by the U.S. Postal Department.

3.5.21 "Compliance with Laws." Notwithstanding anything to the contrary set forth herein, each Owner 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.

ARTICLE 4

This Declaration may be amended if such amendment is approved by owners of the Lots within the Plat or by Declarant under Article 7 herein.

ARTICLE 5 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 a majority of the Lot Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

ARTICLE 6 RESERVATION OF DECLARANT'S RIGHT TO AMEND TO COMPLY WITH FNMA, FHLMC OR FHA REQUIREMENTS

Section 6.1 Amendment by Declarant. Declarant 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 necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA or FHA.

Section 6.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary to so amend the Declaration, then Declarant, on behalf of all Lot Owners is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant 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 6.3 Duration. Declarant's rights under this Article shall exist only until Declarant has transferred ownership of lots 1,2 and 3 within the Channel Crossing Short Plat.

ARTICLE 7 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 8 EFFECTIVE DATE

This Declaration shall be effective upon recording.

ARTICLE 9 ASSIGNMENT

The Declarant, Channel Crossing LLC and members reserve the right to assign, transfer, sell, lease or rent all or any portion of the Property owned by them and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

DATED this 2nd day of April, 2019

Channel Crossing LLC
a Limited Liability Company

By: 
NELS STRANDBERG, member

Exhibit A

Final Plat Map
Dale Herrigstad Engineering 2018



**“EXHIBIT C”
Channel Crossing
Exterior Architecture Design Guidelines**

Specific Exterior Style Considerations:

1. Use of Natural materials are encouraged. (i.e. cedar siding, pine soffits, IPA paneling, etc.).
2. Concrete that is exposed more than 18” from grade shall be architectural in design.
3. Garage doors where reasonably possible shall not face the street.
4. Window frames shall be darker colors, copper, or clear aluminum.
5. Cement based (hardi products or similar) and high-quality metal siding products are encouraged.
6. Exterior paint should be predominately natural wood color or darker greens, greys and browns.
7. Change of siding materials should be encouraged at inside angle points or when building massing increases or decreases.
8. Exterior lighting dark sky standards, indirect down lighting.
9. Setbacks per City of Anacortes minimums unless otherwise shown on the face of the plat or “Exhibit A” The more restrictive setback will prevail.
10. Height Restrictions per City of Anacortes maximums or restrictions Per “Exhibit D” and “Exhibit E” or whichever is most restrictive.
11. Landscape should consist predominantly of grass, bark mulch, native stone and/or gravel and plants, trees, and shrubs native to the west coast states of Oregon and Washington.
12. Fences shall be architectural in design and complimentary to the home’s architecture.

Not Permitted:

1. Exterior White paint or color similar light colors.
2. Exposed Chimney flues visible from the street.
3. Vinyl siding.
4. Roofing materials: Torch down or wood shingles, concrete or clay tile.
5. White windows.
6. Gravel Driveways
7. Lighting the causes unnecessary glare and light pollution.
8. Landscape: rock, gravel, or cobble not naturally found in Western Washington
9. Fences: No chain link, vinyl or barbed wire.

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

3/21/2019 12:19 PM

Exhibit D

Height Covenant
Covenant Protecting View Recorded July 14, 2017
Channel Crossing LLC and 48 North Anacortes LLC

RETURN TO:

Channel Crossing LLC
PO Box 319
Anacortes, WA 98221



Skagit County Auditor

7/14/2017 Page

1 of

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.

ABBREVIATED 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.

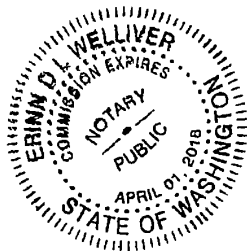
SIGNATURES APPEAR ON THE FOLLOWING PAGES:

CHANNEL CROSSING LIMITED LIABILITY COMPANY

By: STRANDBERG INVESTMENTS LLC, its Managing Member

By: Nels Strandberg
Nels Strandberg, itsSTATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

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.

DATED: July 14, 2017.

Erin D. Welliver
NOTARY PUBLIC for the State of Washington,
Residing in Leavenworth WA
My Commission expires 4/1/2018

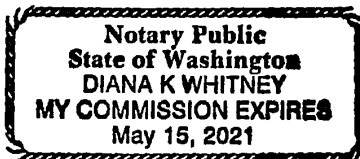
48 NORTH ANACORTES, L.L.C.

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 29th, 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°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°57'37" West a distance of 309.33 feet; thence South 52°56'22" East a distance of 203.44 feet to the Northerly line of Oakes Avenue; thence South 29°56' West along said Northerly line of Oakes Avenue a distance of 153.67 feet; thence South 56°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.

AFTER RECORDING RETURN TO:

Brian Gentry
 504 E. Fairhaven
 Burlington WA 98233



201707140127

Skagit County Auditor

\$75.00

7/14/2017 Page

1 of

3 2:57PM

TITLE OF DOCUMENT:

FIRST AMENDMENT TO DECLARATION
OF COVENANTS FOR 48 NORTH PUD

AF# OF AFFECTED DOCUMENT:

AF # 2017 05020029

GRANTOR:

48 NORTH ANACORTES, L.L.C.

GRANTEE:

THE GENERAL PUBLIC

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
FOR 48 NORTH PUD**

Land Title and Escrow

PURPOSE: TO CORRECT TECHNICAL ERRORS

THIS AMENDMENT is made this 29th day of June, 2017, by 48 NORTH ANACORTES, L.L.C., a Washington Limited Liability Company ("Successor Declarant").

WITNESSETH THAT:

WHEREAS, a certain Plat Map establishing 48 North PUD was recorded among the land records of Skagit County, Washington, at Auditor's File No. 201705020028, along with a Declaration of Covenants (the Declaration) benefitting and burdening all the Lots in the 48 North PUD Community, which Declaration was recorded at Auditor's File No. 201705020029; the Declaration has not been previously amended;

WHEREAS, pursuant to 17.3 of the Declaration, the Successor Declarant may unilaterally amend the Declaration of Covenants from time to time; and

WHEREAS, the Declaration contained certain technical errors in Article XVI, including incomplete and incorrect references, respectively, to certain recorded documents described therein;

WHEREAS, the Successor Declarant now wishes to correct such technical errors.

NOW, THEREFORE, pursuant to and in compliance with Section 17.3 of the Declaration, the Successor Declarant hereby amends the following Sections of the Declaration, as follows:

16.2.3. Covenant for Upkeep of Private Drainage Facilities. [AF# corrected]

Lots 2, 3, 4, 18, 19, 20, 21, 27, 28, 29 & 30, and Tracts A and B, respectively, are served by private drainage lines located within private storm drainage easements depicted on the Plat Map, as described in Section 4.7 hereof. Provisions for joint use and joint maintenance of such drainage areas, to assure their perpetual maintenance, repair and replacement at the sole cost of such owners, appear in an instrument recorded at Auditor's File No. 201706020017, Records of Skagit County, Washington (the "Joint Maintenance Covenant"). In the event that the owners of such Lots fail to adhere to maintenance standards established in the Joint Maintenance Covenant, the Association may In the event that such Owners fail to properly perform such Upkeep, the Association is authorized to treat such pipes and the easement areas within which they are constructed as Limited Common Areas, and perform any necessary Upkeep on behalf of such Owners; any and all costs so incurred by the Association shall constitute Specially Allocated Assessments against such Lots, as provided in Section 10.1.7 hereof.

16.5.2. Covenant Affecting Parcel to North. [AF # completed]

A Parcel of real property [Skagit County Tax Parcel No. P31586] lying northerly of Oakes Avenue [the "Northerly Parcel"], presently owned by Channel Crossing Limited Liability Company, is subject to the terms of a Covenant [the "Channel Crossing Covenant"] recorded at Auditor's File No. 201707070100, Records of Skagit County, Washington. The Channel Crossing Covenant contains provisions that restrict the maximum height of buildings and vegetation within the Northerly Parcel for the purpose of protecting territorial views to the North available to Occupants of the Community; such provisions shall be deemed incorporated herein by this reference, and may be enforced by individual Lot Owners or by the Association on their behalf, as provided in the Channel Crossing Covenant and in Section 7.2.1 hereof.

EXCEPT as modified by this Amendment, all of the terms and provisions of the Declaration of Covenants are hereby expressly ratified and confirmed and shall remain in full force and effect so as to benefit, burden, bind and run with the land with respect to all of the Lots in the Subdivision.

/

/

/

IN WITNESS WHEREOF, the Successor Declarant has caused this Amendment to be executed as of the date first written above.

DATED this 29th day of June, 2017.

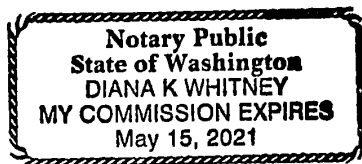
SUCCESSOR DECLARANT:
48 NORTH ANACORTES, L.L.C.

By Kendra Decker
Kendra Decker, its Manager

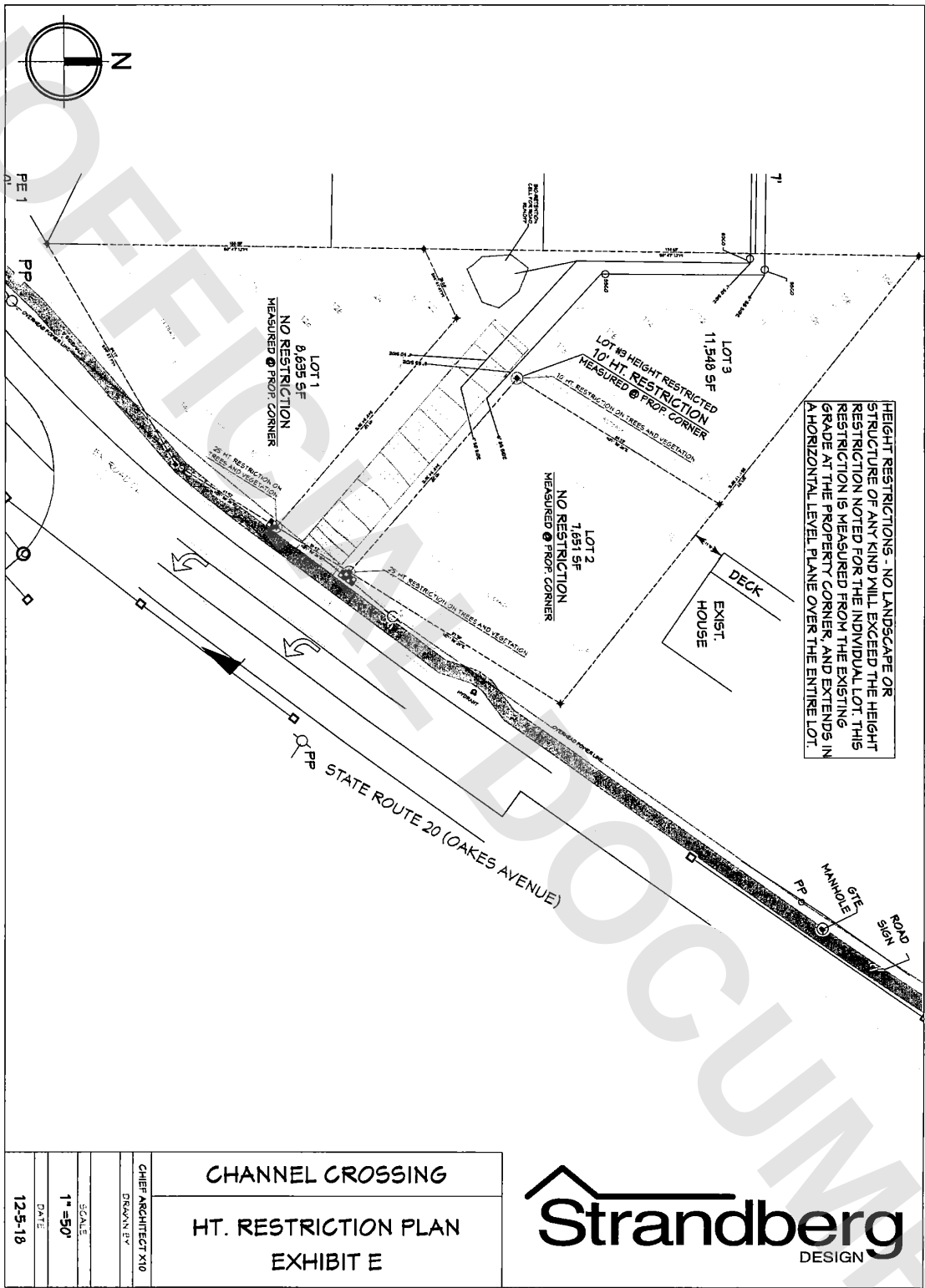
STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

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 he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of the Successor Declarant, 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 29th, 2017.



Diana K. Whitney
NOTARY PUBLIC for the State of Washington
Residing at Bow
My Commission expires 15 MAY 2021



20190328002303/28/2019 08:52 AM Pages: 1 of 8 Fees: \$106.00
Skagit County Auditor

Return Address:
City of Anacortes
Planning and Community Development
904 6th Street
Post Office Box 547
Anacortes, WA 98221

**ACCOMMODATION
RECORDING ONLY**

M-21937

Drainage BMP Facility Maintenance Covenant**Grantor(s)** hereinafter referred to as **Grantor**:

1. **Channel Crossing, LLC.**

Grantee: City of Anacortes, hereinafter referred to as the **City**, a Political Subdivision under the Laws of the State of Washington.

Legal Description of property encumbered by covenant:

That portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 35 North, Range 1 East, W.M., described as follows:

Beginning at the SW corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$;
Thence: N $0^{\circ}57'37''$ W along the West line of said subdivision, a distance of 568.64' to the Northerly line of Oakes Avenue, being the TPOB;
Thence: Continue N $0^{\circ}57'37''$ W - distance of 309.33 feet;
Thence: S $52^{\circ}56'22''$ E a distance of 203.44 feet to the Northerly line of Oakes Avenue;
Thence: S $29^{\circ}56'$ W along said Northerly line of Oakes Avenue a distance of 153.67 feet;
Thence: S $56^{\circ}22'50''$ W along said Northerly line of Oakes Avenue, a distance of 96.65 feet to the TPOB.

Situate in the County of Skagit, State of Washington.

Common Name of the Development of the property encumbered by covenant: SPL-2017-0002|PW#17-070-DEV Channel Crossing Short Plat

Located in Qtr. 1 Sec. 22 Twp. 35 N., Rge. 01 E., W.M.

Reference Number(s) of documents assigned, released, or modified:

Assessor's Property Tax Parcel/Account Number(s) of property(s) encumbered by the drainage covenant: **P31586**

Grantor has a record interest in the property encumbered by the covenant and agrees that the obligations of Grantor shall inure to the benefit of and be binding upon the heirs, successors, and assigns. Grantor agrees that this covenant touches and concerns the land described in Exhibit **See Page 1 of this agreement** and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure to Grantor, downstream property owners, and the general public, and that the City as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. The City requires this covenant to protect private and public property, private and public drainage infrastructure, and natural resources of downstream property owners and the general public.

Grantor in consideration of the approval of the City development permit No. **SPL-2017-0002\PW#17-070-DEV**, relating to the real property described in Exhibit **Page #1** and in consideration of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby covenants to perform regular inspections upon the drainage facilities installed, or to be installed, upon Grantor's property. These inspections shall compare the facility/BMP device to the standards described in the current Department of Ecology Stormwater Management Manual for Western Washington in use by the City of Anacortes (herein referred to as "the Manual") for all elements of the stormwater drainage system. **For any BMP facility approved by the City but not included in the Manual; see Best Management Practices, "Maintaining Your System", Attached.** As applicable, the system shall include the stormwater conveyance pipes, catch basins, any **infiltration systems** and **all other stormwater quality or flow control systems** on (Lots 1, 2 and 3 of Channel Crossing as shown on Exhibit A attached) to the point of connection to the City of Anacortes Storm Drain Conveyance System.

The inspections conducted on all facility/BMPs shall be performed by qualified personnel who have received professional training in the aspects of stormwater management for which they are responsible to inspect. (For example, a person qualified to perform an inspection on a detention pond must demonstrate that they have received professional training specifically on detention pond maintenance and compliance with standards).

The City shall request a record of the inspection annually. The Grantor shall provide to the City a written record of the inspection performed and the condition of the facility/BMP upon request. The record shall provide an explanation of each maintenance component and potential defect identified in the maintenance standards in the Manual for each specific BMP/facility. Where measurements must be taken to (trash or debris exceeds 60% of the sump...) the actual field measurements must be included on the report. Pictures of each BMP facility shall be included, and the date(s) of the inspections must be clearly identified.



The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of the stormwater drainage system, and shall be subject to the following terms and conditions:

1. The City shall have the perpetual right of entry across adjacent lands of the Grantor for purposes of inspecting, auditing, or conducting required maintenance of the drainage BMP facility.
2. The facility specific maintenance standards contained in the Manual are intended to be conditions for determining if maintenance actions are required. The standards are not intended to be a measure of the facility's required condition at all times. Discovery through inspection that a facility's condition is in exceedance of a standard does not constitute a violation of this agreement.
3. Should a facility be discovered in a condition that constitutes an exceedance of any described standard, maintenance shall be performed on the following schedule:
 - a. Within nine months for typical maintenance of facilities, except catch basins.
 - b. Within three months for catch basins.
 - c. Within eighteen months for any maintenance that requires capital construction or expenditure over \$25,000
4. In the event that Grantor fails to complete the required maintenance within the identified time period, the City shall have the right to immediately and without further notice perform or contract with others to perform all maintenance necessary to return the facility/BMP to compliance with the standard. This work shall be performed at the sole expense of the Grantor.
5. If the City in its sole discretion determines that an imminent or present danger exists, that any condition exists that could constitute a threat to human health, welfare or the environment, or any condition exists that could cause the City to be found in violation of the Western Washington Phase II Municipal Stormwater NPDES permit issued to the City of Anacortes, or any other environmental permit, the City may take any action required including beginning maintenance or repairs immediately at Grantor's expense without prior notice to Grantor. In such event, the City shall provide Grantor with a written statement and accounting of all work performed and the fees, charges, and expenses incurred in making such repairs. Grantor shall agree to reimburse the City or pay the City's vendors directly for all reasonable fees, charges, and expenses identified in the City's statement.
6. If the City is required to act as a result of Grantor's failure to comply with this covenant, the City may remove any obstructions and/or interferences that in the sole opinion of the City impair the operation of the drainage BMP facility or the maintenance thereof. Grantor agrees to hold the City, its officers, employees, and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever.

including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the drainage BMP facility.

7. When exercising the maintenance provisions of the covenant, in the event of nonpayment, the City may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of Granter as provided in RCW 4.56.190.
8. Grantor covenants that the owners of the property described herein are the person or persons identified on page 1 of this covenant as Grantors, that they have the right to grant this covenant on the property, and that the title to the property is free and clear of any encumbrances which would interfere with the ability to grant this covenant.

Executed this 25th day of March 2019

Grantors:

Signature(s):  _____

Printed Name(s): Nels Strandberg _____

Title of Authorized Representative(s):
(if signing on behalf of a corporation)

Member _____

Additional Signatures (if needed):

Note: Signature(s) of Grantor(s) must be acknowledged by appropriate Notary Form.

Accepted and approved for the City of
Anacortes:



Date: 3/26/19

Director
City of Anacortes Department of
Planning and Community
Development Services

STATE OF WASHINGTON)

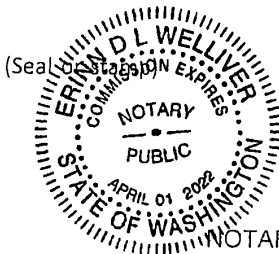
) SS

City of Anacortes)

On the 25th day of March, 2019, before me Erinn D.L. Welliver
the undersigned officer, personally appeared Nels Strandberg
who acknowledged himself to be (the manager) (a member) of, a Limited
Liability Company operating as _____
and in that capacity, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by the signing the name of the
Limited Liability Company by himself as (the manager) (a member).

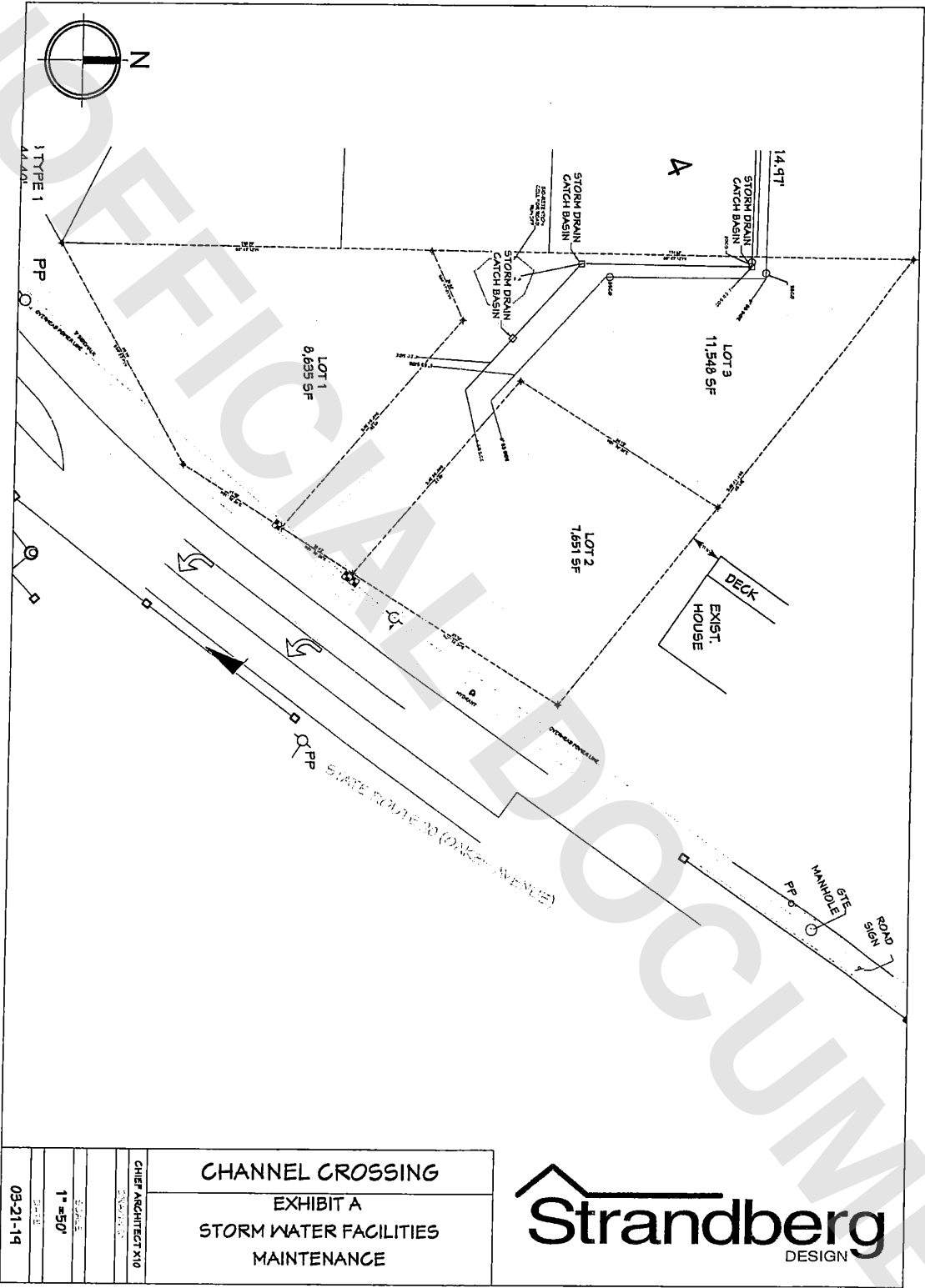
In witness whereof, I hereunto set my hand and official seal.

Dated this 25th day of March, 2019.



Signature: Erinn D.L. Welliver
(print name) Erinn D.L. Welliver

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
My appointment expires 4/1/2022



Maintaining Your System

Best Management Practices (BMPs)

Proper maintenance of your stormwater facility begins with the understanding of the term "best management practices," or BMPs, for short. For stormwater systems, BMPs are ways to prevent or reduce the amount of pollution travelling through or leaving the system. BMPs can also reduce stormwater facility maintenance costs.

BMPs are separated into two categories: source control and treatment BMPs. Source control BMPs prevent pollution by controlling pollutants at their source. Treatment BMPs are used to treat stormwater that is already polluted. Source control BMPs are always more effective than treatment BMPs because they prevent pollution from entering the water, whereas treatment BMPs rely on cleaning up the water after it has been polluted.

If you can promote source control BMPs that keep debris and sediment out of the stormwater facility, you will reduce maintenance costs. To keep debris and sediment out of your stormwater facility, practice good housekeeping (see box below).

Throughout the rest of this section, you will be able to read about each type of stormwater facility, see what it looks like, and understand the BMPs that will ensure it functions properly and lasts as long as possible.

Keeping records of inspections is very important. It allows a homeowners association or community to keep up with an inspection schedule, review data collected during past inspections, and estimate when routine maintenance is needed. Inspection checklists and all records should be kept with the O & M plan and as-built drawings for your stormwater system.

Ongoing, regular maintenance activities are different from inspection. Regular, ongoing maintenance should include activities like vegetation management and/or mowing side slopes and pond shorelines; inspections will find problems that need to be fixed.

Good Housekeeping BMPs

- ⇒ Sweep and remove trash and sediments from the streets.
- ⇒ Sweep and remove sand from winter sanding operations when no longer needed.
- ⇒ Ensure that roofers sweep and remove grit from roads after completing a roofing job.
- ⇒ Rake and pick up leaves from lawns.
- ⇒ Cover soil piles from construction or landscaping efforts.
- ⇒ Place yard waste and compost out of the path of drainage ways.

Maintaining Your System

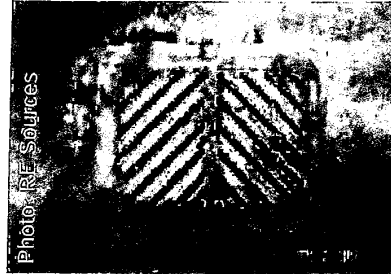
Type 1 catch basins

Inspection Frequency: **Exterior:** Monthly (weekly when leaves are falling) & after storms, **Interior:** Annually

Stormwater from streets drains into small underground vaults called **Type 1 catch basins**. These are installed in the center of a street or along the street curb or gutter. Type 1 catch basins are sometimes called "storm drains."

A catch basin consists of a grate on the road surface with an underground vault beneath it. Stormwater collects in the vault, allowing sediment to settle on the bottom. Water from the catch basin flows through pipes to a variety of destinations: into a swale, a stormwater pond, or directly into a river or stream.

Check catch basin grates regularly as they can become clogged with litter or leaves. Remove trash, debris, and sediment from the vicinity so it won't enter the basins. Remove the grate to check the accumulation of sediment in the vault. When sediment exceeds 60% of the vault depth or comes within 6" of the lowest pipe, the catch basin needs to be cleaned (Dept. of Ecology: Volume V, February 2005). Contact a professional to clean the catch basin with a vacuum truck. During the dry season, sediment can be removed by hand with a bucket and shovel. Follow recommendations in Appendix IV-G of the Dept. of Ecology's *Stormwater Management Manual for Western Washington* for disposal of the sediment.



You will often see fabric filters placed in these catch basins near construction sites. These filters are designed to keep out large debris but do not capture silt or other fine material. They should be changed whenever they are torn and monitored in case they become clogged. Filters should be removed after construction is complete.

Reminder: Catch basins in private roads are the owners' responsibility; catch basins in county roads are county responsibility.

Type 1 and 2 catch basins are designed to catch debris and regulate flow. They both can protect receiving waters such as bays, streams, and wetlands.

Type 1 catch basins are usually found before a stormwater pond, protecting the inlet and pond from debris.

Type 2 catch basins are usually found at the outlet of a stormwater pond, protecting downstream waters by trapping excess sediment before it leaves a pond.

BMPs for Type 1 Catch Basins

Grate	Remove trash and sediment from around grate	Replace if broken
Filter	Change if torn; monitor for blockages and remove or clean if restricting flow into the basin	
Inside	Remove trash and debris if present	Remove sediment if it fills >60% of the vault or is full to within 6" of the lowest pipe