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DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
CHERRY COURT

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATIONS FOR CHERRY COURT

GRANTOR:

LG ANACORTES, LLC

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

PTN OF THE EAST 1/2 OF THE SE 1/4 OF SW 1/4  
OF SEC. 25 T35N R1E

TAX PARCEL NOS.:

P-32077

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ARTICLE I  
IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

LG ANACORTES, LLC, a Washington limited liability company, hereinafter referred to as the "Declarant," is the owner in fee simple of the parcels of land in the City of Anacortes described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property").

1.2. Identification of Platting Documents, Community & Land Burdened.

1.2.1. Platting Documents.

There has been recorded with the Auditor of Skagit County, Washington a certain Short Subdivision plat map, specifically the City of Anacortes Short Plat No. SPL-2020-0003, showing the location and dimensions of various lots within the Property, together with other necessary information; this plat map is hereinafter referred to as the "Short Plat"; the Short Plat is recorded at Auditor's File No. 2021 0126 0044

1.2.2. Legal Description of Land Burdened by Covenants.

The land burdened by this Declaration of Covenants consists of six (6) Lots and one (1) Tract in the Short Plat described above; the land included within the Short Plat is legally described as follows:

Lots 1-6 and Tract Y, City of Anacortes Short Plat No. SPL-2020-0003, as per the map thereof recorded 1-26-21 under Auditor's File No. 202101260044 records of Skagit County, Washington.

1.2.3. Identification of the Community.

Six (6) Lots and one (1) Tract in the Short Plat, as described in Section 1.2.2, and any Common Areas described in this Declaration of Covenants shall be known collectively as the "Community" which also shall be known as "Cherry Court."

1.3. Purpose.

This Declaration of Covenants, together with the Short Plat referred to herein, state 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 in Section 1.2.2 herein. Because this Community contains less than twelve (12) Lots and there are no assessments contemplated, this Community is exempt from the provisions of RCW Chap. 64.90. 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 which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Lot defined in Section 1.2.2 herein 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.

ARTICLE II  
DEFINITIONS

2.1. "Community" means all the Property described in Section 1.2 hereof, along with all the improvements constructed therein, and all other institutions and things serving the Owners of Lots therein.

2.2. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

2.3. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants.

2.4. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.

2.5. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City of Anacortes. The term also includes any amendments thereto approved by applicable governmental entities.

2.6. "Dwelling" means the principal housing structure constructed on a Lot.

2.7. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

2.8. "Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the Short Plat.

2.9. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.10. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.11. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental body or agency, or other legal entity.

2.12. "Property" or "the Property" means all the real property described as being contained within the Short Plat.

2.13. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.14. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the standards of the Community and with all applicable legal, administrative or regulatory requirements.

### ARTICLE III

#### DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES

##### 3.1. Development Plan.

The Lots in this Community were authorized to be created by the City of Anacortes under provisions of the City's Municipal Code, subject to certain conditions appearing on the face of the Short Plat, some of which are reproduced in the text of the Covenants which follow.

##### 3.2. Public Roads & Stormwater System.

The Lots in the Community are served by a public road known as Cherry Court, which provides access to the Lots from Orchard Avenue. The City of Anacortes will provide Upkeep to Cherry Court and any street improvements. Owners must maintain street trees and planter strips located immediately adjacent to their Lot. Owners of Lots abutting private stormwater drainage easements must provide Upkeep to the drainage facilities established and granted thereon, with the costs borne equally by the present and future owners of the abutting Lot. Operational and maintenance costs of the stormwater facility located on Tract Y shall be the responsibility of the City of Anacortes. However, the upkeep of landscaping within Tract Y shall be the responsibility of the abutting Lot Owners.

##### 3.3. No Association.

No homeowners' association will be formed initially in this Community. Lot Owners are granted the right to enforce the provisions of these Covenants in Article VII of these Covenants.

ARTICLE IV  
RESIDENTIAL LOTS

4.1. Number and Location.

The Community contains six (6) Lots zoned for residential use which are depicted on the Short Plat. The location of those Lots and their dimensions are shown on the Short Plat.

4.2. Initial Construction of Dwellings and Other Improvements Within Lots.

Dwellings and related improvements, including fencing and accessory structures, will be constructed within the Lots by or under the direction of the Declarant, according to a common design scheme established by the Declarant. No manufactured homes are permitted. Any addition, alteration or improvement within the Lots developed by the Declarant shall be consistent with the Declarant's scheme. Any alterations or improvements within any Lot in the Community that requires a permit shall be constructed in accordance with the building code and other applicable ordinances of the City of Anacortes.

4.3. No Permanent Construction Within Easements.

No permanent building, deck or other significant structure shall be constructed within the easement areas on the Lots depicted on the Short Plat.

4.4. Upkeep of Lots.

Each Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Lot, its Dwelling and all other improvements in good order, condition and repair and shall do all Upkeep, decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners.

4.5. Upkeep of Private Stormwater Facilities.

Each Lot Owner shall regularly maintain and repair the private drainage facilities located within the private drainage easements abutting their Lot, as depicted upon the Short Plat. All costs of such maintenance and repair shall be shared equally by the owners of the Lots abutting the easement(s).

4.6. Damaged Improvements.

If a Dwelling or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (I) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Such work must be commenced within nine (9)

months after the casualty and shall be substantially completed within eighteen (18) months after the casualty.

4.7. Height Limitation of Trees.

All trees planted by or on behalf of the Declarant, or currently existing, shall be preserved by the Owner of the Lot within which such trees are located, unless advance written approval is obtained from the City. Lot Owners are required to maintain all trees on their respective Lot at a height no greater than the ridge of the roof of the Dwelling on the Lot.

ARTICLE V  
COMMON AREAS

5.1. Common Areas.

The Common Areas of the Community consist of a series of Easement Areas depicted on the Short Plat which variously burden and benefit the Lots for the purposes of providing utilities and stormwater conveyance and detention, as depicted on the Short Plat.

5.2. Maintenance, Repair and Replacement.

The City of Anacortes is responsible for all Upkeep to Cherry Court and the storm drainage facility upon Tract Y.

5.3. No Interference with Common Areas.

Nothing shall be altered or constructed in, stored in or removed from the Common Areas.

5.4. Right of Access.

Each Lot Owner shall afford to the City of Anacortes, and to its agents or employees, access through the Owner's Lot as may be reasonably necessary for the purposes of maintenance, repair and replacement of the Common Areas.

ARTICLE VI  
PERMITTED USES

6.1. Permitted Uses.

6.1.1. Residential Use.

The Lots in this Community are intended to be used for residential purposes, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses

normally incident to such purposes. Parts of a Dwelling, or a detached accessory structure, also may be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, bulk shipping or receiving, noise or other disturbance to other lawful occupants of the Community.

6.1.2. Trees and Vegetation.

Following the construction of a Dwelling structure on a Lot, its Owner(s) shall properly maintain any landscaping vegetation on the Lot, so as to enhance the appearance and value of the Lots in the Community, prevent the spread of noxious weeds, maintain trees located on the Lot at a height no greater than the residential dwelling thereon, and shall maintain the street trees and planter strip adjacent to their Lot. See also Section 4.7 hereof.

6.1.3. Surface Water Run-Off.

No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties or the Owners thereof.

6.1.4. Noise, Offensive or Illegal Activity.

No person shall cause any unreasonably loud noise anywhere in the Community, nor shall any person permit or engage in any noxious, offensive or illegal activity, practice or behavior causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property. Quiet hours shall be observed from 11:00 p.m to 6:00 a.m., during which only minimal noise shall be permitted to emanate from any Lot.

6.1.5. Privacy Fencing.

Fences are permitted but must conform to the style installed by the Declarant, consistent with such further standards as required by the City of Anacortes. Any fencing installed by Declarant shall be maintained by the abutting Lot Owners within the Community.

6.1.6. Vehicle Operation and Parking Restrictions.

6.1.6.1. General Restrictions.

Vehicle parking is permitted on portions of the Lot which have been improved for such purposes. A minimum of two off-street parking spaces is required per Lot, which can be accomplished by using the driveway area in front of the garage associated with each Dwelling.

6.1.6.2. No Parking on Public Roadway/Easement.

No parking is permitted on Cherry Court unless otherwise permitted by the City of Anacortes. There also shall be no parking, or other temporary or permanent obstruction, within the joint use driveway easement for Lot 3 and Lot 4.

6.1.6.3. R.V. Parking, Etc.

Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels", off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 10,000 lbs in gross vehicle weight) or any other type of vehicle or equipment which exceeds 22 feet in length may not be stored, kept or maintained anywhere within the Community, unless such vehicles are in a garage that is constructed within the Lot, or behind a fence that is located behind the front face of the Dwelling within the Lot and reasonable screens such vehicles from view. Bona fide Recreational Vehicles may be parked in driveway areas for up to a maximum of three consecutive nights to facilitate loading, unloading and/or cleaning thereof. A Recreational Vehicle may also be parked or maintained within a garage that is constructed within the Lot, or behind a fence that is located behind the front face of the Dwelling within the Lot and reasonably screens the Recreational Vehicle from view. Failure of an Owner or other Occupant to abide by such standards or to remove an offending vehicle or equipment from a Lot shall constitute a nuisance. Lots greater than 25,000 square feet are exempt from the provisions of this Section 6.1.6.3.

6.1.7. Signs.

Initially, no other sign of any kind shall be displayed to the public view on or from any Lot or the Common Areas without the prior consent of the Declarant; provided that this section shall not apply to Declarant or Declarant's agents, nor shall it be deemed to prohibit the Owner of a Lot from displaying a sign for a period of time in which the Lot is for sale or rent.

6.1.8. Underground Utilities.

All utilities are required to be located underground.

6.1.9. Uses by Declarant.

Nothing in the Declaration of Covenants shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the closing of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one

or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.

ARTICLE VII  
COMPLIANCE WITH LAW AND COVENANTS

7.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Declaration of Covenants. All remedies provided in this Article may be enforced against any tenant or other occupant of a Lot.

7.2. Legal Proceedings.

Failure to comply with any of the terms of the Declaration of Covenants shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by any aggrieved Owner, and shall not constitute an election of remedies.

7.3. Costs and Attorney's Fees.

In connection with proceeding arising out of an alleged default by any Owner or Occupant, the prevailing party shall be entitled to recover the costs of the proceeding, or any appeal therefrom, and such reasonable attorney's fees as may be determined by the Court. The Court is strongly encouraged to make such an award, to protect the values of this Community.

7.4. No Waiver of Rights.

The failure of an Owner or other party to enforce any right, provision, covenant or condition which may be granted by this Declaration of Covenants shall not constitute a waiver of the right of any such party to enforce such right, provision, covenant or condition in the future.

ARTICLE VIII  
EASEMENTS AND SPECIAL DECLARANT RIGHTS

8.1. Easements for Lots and Lot Owners.

8.1.1. In General.

Each Lot has an easement in and through each other Lot and the Common Areas for utilities and for lateral and/or subjacent support.

8.1.2. Specific Easement Shown on Short Plat.

Easements shown on the Short Plat are hereby confirmed. Any easement shown on the Short Plat which benefits one or more Lots in the Community, or which benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property. Reference should be made to the Short Plat.

8.1.3. Easement Affecting Lots 2, 3 and 4.

An easement for ingress, egress and utilities benefitting Lot 3 and affecting a portion of Lot 2 and Lot 4, is recorded under Skagit County Auditor's File No. 202101260045, and confers various rights, benefits and obligations upon the owners of such Lots. No parking, or other temporary or permanent obstruction, is allowed within such easement. Reference should be made to the recorded easement.

8.1.4. Drainage Easements Across all Lots.

A series of 10' wide private drainage easements burden all the Lots in the Community, in the locations depicted on the Short Plat, for conveyance of surface water within the Community to a City-maintained storm drainage facility located within Tract Y. The 10' wide private drainage easements and drainage facilities located thereon, shall be maintained and repaired by the owners of the abutting Lot(s). All costs to repair and maintain such storm drainage facilities shall be shared equally between the owners of Lots abutting such private easement(s).

8.2. Easement for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant. See the Short Plat for further details.

8.3. Easements for Declarant.

The Declarant reserves to itself and its any lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Community or for exercising Special Declarant Rights.

#### 8.4. Special Declarant Rights.

##### 8.4.1. Reservation.

The Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Community: To complete any improvements indicated on the Short Plat or described earlier in this Declaration of Covenants; to maintain sales offices, management offices, signs advertising the Community, and models on the Property, all in such location or locations as the Declarant may unilaterally determine; to use easements through the Common Areas for the purpose of making improvements within the Community.

##### 8.4.2. Status of Special Declarant Rights.

Each Special Declarant Right reserved by Declarant in this Declaration of Covenants has been, is and shall remain an equitable servitude burdening all lands subject thereto and running with such lands, for so long as Declarant or assignee or successor declarant or principal of Declarant owns a Lot in the Community. Each Special Declarant Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any successor declarant. Declarant has and shall retain, with respect to each Special Declarant Right, a power coupled with Declarant's interest in said lands.

### ARTICLE IX

#### AMENDMENT OF DECLARATION OF COVENANTS

##### 9.1. 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. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 9.3 hereof, amendments may be adopted only if at least four (4) of the Owners execute an instrument in writing containing such amendment.

##### 9.2. 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 Community and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

##### 9.3. Amendments by Declarant.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants for so long as the Declarant, or a principal of the Declarant, is the Owner of any Lot in the

Community or until the expiration of the time limit for the exercise of any Special Declarant Rights reserved by the Declarant.

ARTICLE X  
MISCELLANEOUS

10.1. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with and furthers the common plan of this Community

10.2. No Right of First Refusal.

There is no right of first refusal limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot.

10.3. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this 19<sup>th</sup> day of January, 2021.

DECLARANT:  
LG ANACORTES, LLC

  
By: Brian Gentry, Managing Member

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Brian Gentry 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 the Declarant LG ANACORTES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: JAN 19, 2021.

**Notary Public**  
**State of Washington**  
**DIANA K WHITNEY**  
**MY COMMISSION EXPIRES**  
**May 15, 2021**

  
NOTARY PUBLIC for the State of Washington,  
Residing in Bow, WA  
My Commission expires MAY 15, 2021