



**202203090075**

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Skagit County Auditor

FILED FOR RECORD AT THE REQUEST OF:

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REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
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DOCUMENT TITLE: DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS,  
RESTRICTIONS, AND EASEMENTS

GRANTOR: OVERVIEW PROPERTIES, LLC a Washington limited liability company

GRANTEE: GENERAL PUBLIC

LEGAL DESC. (ABR): PTN OF SE ¼ SEC 03 TWN 34 R 2 EAST W.M.  
FULL LEGAL DESCRIPTION ON PAGE 23.

ASSESSOR'S TAX PARCEL NUMBERS: P19783 / 340203-4-020-0003

REF. NO. FOR RELATED DOC.: 202203090073 (Binding Site Plan)  
201612280069 (Easement for Ingress, Egress, and Utilities)  
202108300157 (Easements for Utilities and Stormwater)

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS,  
RESTRICTIONS AND EASEMENTS**

**OVERVIEW COMMUNITY ASSOCIATION**

**1. GENERAL.**

**1.1. Development.** Overview Properties, LLC, a Washington limited liability company (the "Declarant"), is the owner in fee simple of the Property described in the attached *Exhibit A*. The Property has been developed in accordance with a binding site plan per applicable code(s), which is recorded under Skagit County Auditor's File Number 202203090073 (the "Binding Site Plan"). The Property consists of eleven (11) numbered lots and a reserve tract designated as Tract 999, as shown on the Binding Site Plan.

**1.2. Purpose.** The purpose of this Declaration is to effect a common plan for the development of the Property mutually beneficial to all of the Lot Owners, to set forth rights and obligations regarding the maintenance of Common Properties, to establish restrictions on the use

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of the Property, to ensure that the Property and Improvements within the Property are properly maintained, to ensure that the Owners and occupants of the Property act appropriately and do not interfere with other Owners and occupants, and to create and establish certain easements on the Property.

**1.3. Covenants.** The Declarant hereby certifies and declares that the following covenants, conditions, reservations, restrictions, and easements (collectively the "Covenants") shall endure and be binding upon the respective Owners of each and every Lot or Tract within the Subdivision, which shall be held, conveyed, hypothecated, encumbered, leased, transferred, sold, occupied, built upon, or otherwise used or improved in whole or in part, subject to these Covenants. All of the Covenants set forth herein shall run with the land within the Subdivision and shall be binding upon all parties having or acquiring any right, title, or interest in any portion of the Property.

**1.4. Duration.** Each and every provision of this Declaration shall perpetually run with and bind the land and inure to the benefit of, and be enforced by, the Association, the Declarant, the Owners of any Lots subject hereto, their respective legal representatives, heirs, successors and assigns.

**1.5. Future Additions to Subdivision.** So long as Declarant owns any real property within the Subdivision, Declarant may add any real property that is contiguous to the Subdivision as a new portion of the Subdivision (and any such real property separated from the Subdivision by a street or other area dedicated to the public or a public authority nonetheless shall be deemed contiguous for these purposes), including without limitation Skagit County Parcel Numbers P19786 and P19788, without regard to whether Declarant is the title owner of such property. Declarant may cause such addition by, and only by, recording, with respect to such real property, a modification to this Declaration or a supplemental declaration of covenants which contains and applies to such real property with substantially the same provisions of this Declaration or similar provisions intended to further the purposes set forth in this Declaration and which expressly states that such real property is to be included in the Subdivision. Thereupon, such real property shall be included in the Subdivision for all the purposes of this Declaration in the same manner as if it were originally covered by this Declaration; provided, however, that in the event of any conflict between the provisions of the modification or supplemental declaration and those of this original Declaration and absent a specific statement of priority in said modification or supplemental declaration, the provisions of the modification or supplemental declaration will prevail only as to such specifically identified additions while the provisions of this original Declaration will control the use and occupancy of the original Subdivision. Said modification or supplemental declaration shall contain, among other provisions, a reference to this Declaration (and any applicable supplemental declaration), including the date and place of its recordation. If any real property is added to the Subdivision as provided herein, it shall become a Lot or Lots bound by the rights and obligations set forth herein, including without limitation the obligation to share in liability for maintenance of easements and related facilities which benefit such Lot(s).

## **2. DEFINITIONS.**

The following terms shall have the following meanings under this Declaration:

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS

2.1. **"Association"** shall mean the community association of all Lot Owners, as more fully described in Section 6 hereof, which shall be created by Declarant in the form of a Washington nonprofit corporation.

2.2. **"Binding Site Plan"** means Overview Binding Site Plan, PL15-0602, recorded under Skagit County Auditor's File Number 202203090075

2.3. **"Board"** shall mean the Board of Directors of the Association.

2.4. **"Common Properties"** shall mean Tract 999 and possibly Lot 9 (if and only if Lot 9 is deeded from Declarant to the Association), and any and all Improvements located on such Common Properties.

2.5. **"Declarant"** shall mean Overview Properties, LLC, a Washington limited liability company, and/or any lawful successor and or assignee thereof.

2.6. **"Improvements"** shall mean any and all structures and landscaping and shall expressly include, without limitation, all buildings, out-buildings, private roads, driveways, parking areas, fencing, retaining walls, screening, walls, ornamentation, signs, stairs, decks, hedges, wind breaks, plantings, planted trees, shrubs, poles, lighting, hot tubs and any other structure or landscaping.

2.7. **"Lot"** shall mean the parcels of real property within the boundaries of the Subdivision as delineated on the face of the Binding Site Plan.

2.8. **"Owner"** shall mean any Person holding either fee title or a vendee interest under a real estate contract as shown by the records of the Auditor of Skagit County, Washington, in a Lot, Tract, Common Property, and/or Improvement.

2.9. **"Person"** shall mean any individual, firm, corporation, partnership, association, unincorporated association or other legal entity.

2.10. **"Property"** shall mean the real property legally described in *Exhibit A* hereto, which is incorporated herein by this reference, together with all Improvements, easements, rights, and appurtenances thereunto belonging.

2.11. **"Subdivision"** means the development of the Property set forth and delineated on the Binding Site Plan.

2.12. **"Tract"** shall mean any parcel of real property within the Subdivision that is not a Lot.

### 3. EASEMENTS

3.1. **Baughn Lane.** The Property is benefitted by an easement for ingress, egress, and utilities recorded under Skagit County Auditor's File No. 201701270131 (the **"Baughn Lane Easement"**) located along the western boundary of the Subdivision. The Owners of each Lot shall

be bound by and inure to the benefit of the Baughn Lane Easement as the successors to the Declarant as the initial owner of the Property, and shall be liable in equal shares for the obligations of the Declarant therein, including without limitation maintenance costs, damage to improvements, and liens resulting from non-payment. The liabilities of the Lot Owners provided herein shall be treated as common expenses by the Association as provided in Section 6.6. For the purpose of this Section 3.1, the expenses contemplated herein are intended to be shared equally among the Lot Owners in reference to the Lots delineated on the Binding Site Plan as of the date of recording of this document, and subsequent subdivision of any Lot shall result in the subdivided Lots being responsible for a fraction of the share of expenses originally attributed to the undivided Lot, such fractions to be shared equally among the subdivided Lots.

**3.2. Easements Identified in Binding Site Plan.** Without limiting the other provisions of this Section 3, any and all easements shown or identified on the Binding Site Plan filed concurrently with this Declaration (which is incorporated herein by this reference) are hereby dedicated, declared, reserved, conveyed, granted, and established, including without limitation the following:

- (i) a perpetual, non-exclusive easement forty (40) feet in width for ingress, egress, and utilities over, under, and across Lots 4 through 11 and Tract 999, identified as Verbarendse Way in the Binding Site Plan, as well as two (2) additional easements for ingress, egress, and utilities eight (8) feet in width along the northern and southern boundaries of said easement, all as depicted on the Binding Site Plan, which easements are for the benefit of Lots 4 through 11 and any contiguous parcels added to the Subdivision pursuant to Section 1.5, including without limitation the specific parcels identified therein; provided, however, that the right of the benefitted Lot Owners to ingress and egress is subject to restrictions imposed by the Gate, as defined herein;
- (ii) a perpetual, non-exclusive easement ten (10) feet in width for utilities, stormwater drainage, and water catchment, along the southern boundary of Lots 9 and 10, along the eastern boundary of Lot 9 and Tract 999, and along the northern boundary of Tract 999 coterminous with that certain "Easement for Utilities and Stormwater" recorded under Skagit County Auditor's File No. 202108300157 burdening the real property to the north of Tract 999, all as depicted on the Binding Site Plan, for the benefit of Lots 5 through 10, Tract 999, and any contiguous parcels added to the Subdivision pursuant to Section 1.5, including without limitation the specific parcels identified therein;
- (iii) a perpetual, non-exclusive easement twenty (20) feet in width for utilities, including without limitation sewer lines and water catchment facilities (encompassing the construction, installation, operation, maintenance, repair, replacement, and removal of sanitary sewer drainage and retention facilities and related improvements, including without limitation transport lines and pumps; and the discharge and drainage of sanitary sewer effluent),

along the eastern boundary of Lots 1 through 3, along the shared boundary of Lots 3 and 5, along the shared boundary of Lots 4 and 5, along the shared boundary of Lots 10 and 11, and along the northern boundary of Lots 5 through 8 and Tract 999 (coterminous with that certain "Easement for Utilities and Stormwater" recorded under Skagit County Auditor's File No. 202108300157), along the shared boundary of Lot 8 and Tract 999, and along the shared boundary of Lot 9 and Tract 999, all as depicted on the Binding Site Plan, for the benefit of all Lots and any contiguous parcels added to the Subdivision pursuant to Section 1.5, including without limitation the specific parcels identified therein;

- (iv) a perpetual, non-exclusive easement twenty-four (24) feet in width for ingress, egress, and utilities over, under, and across the shared boundary of Lots 2 and 3, as depicted on the Binding Site Plan, for their reciprocal benefit;
- (v) a perpetual, non-exclusive easement twenty-four (24) feet in width for ingress, egress, and utilities over, under, and across the shared boundary of Lots 5 and 6, as depicted on the Binding Site Plan, for their reciprocal benefit;
- (vi) a perpetual, non-exclusive easement twenty-four (24) feet in width for ingress, egress, and utilities over, under, and across the shared boundary of Lots 7 and 8, as depicted on the Binding Site Plan, for their reciprocal benefit;
- (vii) a perpetual, non-exclusive easement five (5) feet in width for ingress, egress, utilities, and a retaining wall over, under, and across the eastern boundary of Lot 8, as depicted on the Binding Site Plan, for the benefit of Tract 999;
- (viii) a perpetual, non-exclusive easement fifty and three tenths (50.3) feet in width for ingress, egress, and parking over, under, and across a portion of Lot 11, as depicted on the Binding Site Plan, for the benefit of Lot 10;
- (ix) a perpetual, non-exclusive easement across the portions of Lots 4 and 11 permitting the installation and existence (and access for the purpose of installation and maintenance) of a security gate, call box, and related security facilities, as well as attendant utilities servicing such security facilities (collectively the "Gate"), as depicted on the Binding Site Plan, for the benefit of Lots 5 through 10 and Tract 999;
- (x) a perpetual, non-exclusive easement for ingress, egress, and utilities twenty-four (24) feet in width over, under, and across a portion of Lot 10 and along the shared boundary of Lots 9 and 10 connecting to Verbarendse Way, as depicted on the Binding Site Plan, for the benefit of any contiguous parcels

added to the Subdivision pursuant to Section 1.5, including without limitation the specific parcels identified therein;

- (xi) two perpetual, non-exclusive easements across (a) a portion of the northeast corner of Tract 999, and (b) a portion of the northwest corner of Lot 1, each twenty (20) feet by twenty (20) feet in dimension, permitting the installation and existence of signage, as well as attendant utilities servicing such signage, as depicted on the Binding Site Plan, for the benefit of the Association; and
- (xii) a perpetual, non-exclusive easement for ingress, egress, and utilities over, under, and across the portions of Lots 1 through 4 burdened by the Baughn Lane Easement described in Section 3.1, the easement area described in paragraph (i), and along the western boundary of Tract 999, for the placement and maintenance of utilities serving the signage for the benefit of the Association; provided, however, that the right of ingress and egress granted herein is for the limited purpose of permitting the Association to access and maintain the signage and attendant utilities contemplated in paragraph (xi) above.

Any easement shown on the Binding Site Plan which benefits one or more Lots in the Subdivision, or which benefits any real property not included within the Subdivision, confers various rights and benefits upon the owner(s) of such real property, and may also impose obligations upon the Association. To the extent of any inconsistency between the scope or location of the easements described herein and the scope or location of the easements identified in the Binding Site Plan, the Binding Site Plan shall govern and control.

**3.3. Connection to City Sewer.** In the event the Subdivision is connected to sanitary sewer service provided by the City of Anacortes, each Lot Owner shall coordinate in good faith to execute and record such instruments, covenants, restrictions, or other agreements as may be required by the City of Anacortes as a condition to such connection, including without limitation any covenant regarding regular maintenance of the sewer facilities within the Subdivision and inspections by the City of Anacortes.

**3.4. Conditional Drainfield Easements.** A temporary, non-exclusive easement is hereby dedicated, declared, reserved, conveyed, granted, and established for ingress, egress, and installation and maintenance of septic facilities over portions of Lot 9 for the benefit of each other Lot, as depicted on the Binding Site Plan and described more fully herein:

**3.4.1. Grant of Easement.** A specified portion of Lot 9 identified on the Binding Site Plan is burdened for the benefit of each Lot in the location of that Lot's dedicated drainfield and reserve (collectively "Septic Facilities") for the purpose of installing, maintaining, and removing the Septic Facilities. An attendant easement for ingress and egress over other such portions of Lot 9 is also granted to each Lot Owner as may be reasonably necessary to access the Septic Facilities for the purpose of installation, maintenance, and removal.

**3.4.2. Maintenance Not a Common Expense.** Notwithstanding any other provision of this Declaration holding the Association liable for maintenance of Common Properties, each Lot Owner shall be solely responsible for all installation, repairs, maintenance, and removal of its Septic Facility. In accessing their respective Septic Facilities, each Lot Owner shall be solely responsible for damage caused to other Owners' facilities or to any portion of Lot 9.

**3.4.3. Termination Upon Connection to City Sewer.** In the event the Subdivision is connected to sanitary sewer service provided by the City of Anacortes, this easement shall be terminated, and the Lot Owners shall be required at that time, at each Owner's expense, to:

- (i) connect to City sanitary sewer service; and
- (ii) vacate and remove their respective Septic Facilities from Lot 9, repairing any damage caused by such vacation or removal and restoring Lot 9 to its pre-removal state.

The Lot Owners further agree to cooperate in good faith to execute and record any documents or instruments necessary to terminate the temporary easement set forth herein.

**3.4.4. General Requirements.** In the exercise of their rights under this Section 3.4, the Lot Owners covenant that they shall:

- (i) prior to the installation of any Septic Facilities, account for the existence and location of existing Septic Facilities for the benefit of other Lot Owners, and not damage or disrupt such existing Septic Facilities;
- (ii) obtain all federal, state and municipal permits, licenses and approvals necessary for the installation, operation, maintenance, repair, vacation, or removal of the Septic Facilities and any work to be performed on Lot 9, and shall cooperate with the Owner of Lot 9 as necessary in applying for any such permits, licenses, and approvals, including execution of applications;
- (iii) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto;
- (iv) minimize, to the extent practical, interference with other Owners' access to and use of Lot 9;
- (v) except in the event of an emergency or other circumstance where prior notice is not practical, prior to entering Lot 9 for any purpose, provide 48 hours' prior written notice to the Owner of Lot 9 and a statement describing the anticipated impacts on operation, occupation and use of Lot 9 and the anticipated commencement and completion dates for any work;
- (vi) when any actual work is undertaken on Lot 9, pursue the same diligently to completion in a safe and workmanlike manner, keep the affected area free

and clear of excessive debris on a daily basis, and erect barriers in and around all affected areas in order to ensure safety of persons and protection of property;

- (vii) during any period of maintenance, repairs, or other work, maintain, and/or cause any agent, contractor or other representative of the Owner accessing Lot 9 to maintain, commercial general liability insurance in such amounts and types of coverage as are customary for similar work, such coverage to be on a per occurrence basis;
- (viii) promptly repair any damage caused to Lot 9 and any Improvements located on such properties (including general clean-up and proper surface and/or subsurface restoration) as a result of the Owner or its officers', employees', agents', contractors', or invitees' use of Lot 9 pursuant to this Declaration; and
- (ix) keep Lot 9 free and clear of all liens, charges, and other monetary encumbrances arising out of the Owner or its officers', employees', agents', contractors', or invitees' use of Lot 9 pursuant to this Declaration, and if the Owner fails to discharge any such lien within thirty (30) days, the Association may do so and shall be entitled to collect the costs reasonably incurred to discharge such lien from such Owner.

### 3.5. General Easements.

**3.5.1. Lateral Support.** Each Lot has an easement in and through each other Lot and any Common Properties for lateral and/or subjacent support.

**3.5.2. Blanket 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 any portion of the Property with utilities of any type, whether public or private. The foregoing 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 or where approved by resolution of the Association.

**3.5.3. Emergency Access.** A non-exclusive perpetual easement is hereby granted on, over, under, and across the Property to all police, fire, ambulance, and other rescue personnel for the lawful performance of their functions during bona fide emergencies.

**3.5.4. Surveillance.** A non-exclusive perpetual easement for surveillance is hereby granted on, over, under, and across the Property for security purposes, and the Lot Owners acknowledge and consent to the existence and use of surveillance cameras and similar security facilities attendant to the Gate.

**3.6. Common Properties.** The Declarant reserves to itself and its lawful successors an easement through the Common Properties for any and all activities necessary or desirable to complete the development of the Property or any Improvements located on Lots owned by the Declarant or its affiliates. The Association shall have the right, without any liability to any Owner, of ingress and egress through any Lot (excluding any portion thereof upon which a permanent structure has been erected) for the purpose of maintaining any and all Common Properties and any easement areas or the services or facilities located therein.

**3.7. Easement Restoration.** Any work done on any easement created by this Declaration or by the Binding Site Plan shall be done in a prompt and workmanlike manner and the affected property shall be restored as nearly as is reasonably practical to its condition immediately prior to such work within the easement.

**3.8. Shared Liability for Maintenance.** If and when maintenance or repair of any roadway, drainage ditch, pipe, conduit, facility, or related Improvements on or within the easements set forth in this Section 3 becomes necessary in the Board's estimation for any reason other than the negligence or intentional misconduct of a Lot Owner, the Association shall undertake such maintenance and repairs and each Owner of a Lot benefited by such easement (excluding Tract 999, and excluding Lot 9 until such time as the conditional drainfield easements are terminated pursuant to Section 3.4.3) shall be responsible for an equal share of the maintenance or repair expense without regard to any Lot Owner's actual use of the easement, which may be assessed against the Owners by the Association as a common expense as provided in Section 6.6. For the purpose of this Section 3.8, the expenses contemplated herein are intended to be shared equally among the Lot Owners in reference to the Lots delineated on the Binding Site Plan as of the date of recording of this document, and subsequent subdivision of any Lot shall result in the subdivided Lots being responsible for a fraction of the share of expenses originally attributed to the undivided Lot, such fractions to be shared equally among the subdivided Lots. Notwithstanding the foregoing, any maintenance or repair that is required because of the negligence or intentional misconduct of a Lot Owner shall be the sole responsibility of such Lot Owner. If any Lot Owner believes that any other Lot Owner or occupant of a Lot is making a disproportionate use of any of the easements set forth herein or causing disproportionate wear and tear on any roadway or other Improvements on or within such easements, the aggrieved Lot Owner may ask the Board to make (in its reasonable discretion) an adjustment in the proportionate shares for which the respective Owners are responsible.

**3.8.1. Gate Maintenance.** Notwithstanding the foregoing, the Owners of Lots 5 through 10 are benefitted by the Gate installed across Lots 4 and 11 as depicted on the Binding Site Plan, and hereby agree to the specific provisions set forth in this Section 3.8.1 (as well as further restrictions on use provided in Section 4.3):

- (i) Expenses arising in relation to the Gate shall be shared equally among the Owners of Lots 5 through 10.
- (ii) Maintenance and repairs of the Gate may be undertaken by the Association as though it were a common expense under Section 3.8 but shall not be assessed against any Lot Owner except the Owners of Lots 5 through 10.

- (iii) Any maintenance or repair of the Gate that is required because of the negligence or intentional misconduct of a Lot Owner (without regard to the Lot owned) shall be the sole responsibility of such Lot Owner. For the purpose of this provision, a Lot Owner shall be responsible for conduct of its agents, officers, employees, guests, and invitees, and responsibility may be determined by the Gate code used by the party causing the damage.
- (iv) The maintenance of all security records created pursuant to any security facilities installed in connection with the Gate shall be the responsibility of the Association, and any Lot Owner may request (in writing) copies of any such records affecting such Owner's Lot, and the Association shall provide such records (if any) within a reasonable time after delivery of the written request; provided, however, that the Association's responsibility hereunder shall be limited to maintenance of records created, and the Association shall not be liable to any Lot Owner for the failure to create a security record.

**3.9. Benefit of Association.** The Association is a benefited party of each of the foregoing easements for the purpose of enforcing the rights and obligations encompassed thereby.

**3.10. Right to Expand.** The Declarant and the Association are hereby granted the right to expand the scope of any easements set forth herein, including by designating further parcels as benefitted properties; provided, however, that any parcel that becomes a benefitted property to any easement set forth herein shall be bound by this Declaration (by amending it as needed), and shall, without limitation, be responsible for its portion of shared maintenance costs arising in relation to the easements from which it benefits.

#### **4. GENERAL USE RESTRICTIONS AND REQUIREMENTS.**

**4.1. Zoning.** Use of any Lot shall be consistent at all times with applicable zoning requirements. Without limiting the foregoing, the Board may determine from time to time, exercising reasonable business judgment and giving due deference to the needs of existing Lot Owners, the types of commercial and industrial uses and purposes to which Lots may be put in order to protect Owners from economic harm. Notwithstanding the foregoing, no residential uses of any sort are permitted on any Lot.

**4.2. Vehicles.** Designated parking areas are restricted to use for parking of operable, properly registered vehicles. Other items and equipment may be parked or kept only in such areas as may be expressly authorized by the Board. Vehicles must be operated in a reasonable manner while on the Property. Vehicle repairs, maintenance, and cleaning are permitted only in such areas as may be expressly authorized by the Board. The Board may require removal of any inoperative or unregistered vehicles or other equipment improperly placed or stored in parking areas. If such vehicles or equipment are not removed, the Board may cause removal at the risk and expense of the owner thereof. Handicapped parking spaces shall remain open for use by vehicles properly designated for such use. The Board may promulgate further regulations regarding vehicles.

**4.3. Gate.** The Gate is operated by entry codes unique to each Lot Owner, which shall be maintained by the Association, provided to the Owners of Lots 5 through 10 and Tract 999, and

changed with reasonable frequency to ensure security. Each Lot Owner is prohibited from disclosing their respective entry code to any third parties except their employees, agents, representatives, and invitees as reasonably necessary for the ordinary use of their Lot. When the Gate is locked, entrants may either enter the code provided to them or use the call-box connected to the phone systems for Lots 5 through 10. The Owners of Lot 5 through 10 are responsible for arranging with the Declarant or Association to connect their telephone system to the Gate call-box. The Gate shall be open during ordinary business hours and otherwise locked for the protection of Lots 5 through 10 and Tract 999. Damage or loss to any Lot or any property of any Lot Owner resulting from the actions of a party admitted through the Gate shall be the sole responsibility of the Owner admitting such party, which may be determined by reference to which Owner's Gate code was used by the entrant.

**4.4. Insurance.** Nothing shall be done or maintained in any Lot or in any Common Property which will increase the rate of insurance or result in the cancellation of any insurance on the Common Properties or Lots except with the prior written consent of the Board.

**4.5. Animals.** The maintenance and keeping of livestock is prohibited except with the prior written authorization of the Board; except that Owners may keep ordinary pets, including cats and dogs, so long as they are registered and inoculated as required by law. The owner of any animal maintained on the Property shall exercise control over the animal, shall clean up after such animal, and shall not permit feces, urine, foodstuffs, or similar material to remain anywhere on any Common Properties. Any Person who keeps or maintains any animal upon any portion of the Property shall be deemed to have agreed to indemnify and to hold harmless the Association, each Lot Owner, and the Declarant from any loss, claim, or liability of any kind whatsoever arising by reason of the keeping and maintenance of such animal on the Property. The Board may establish a fee schedule to account for costs incurred by the Association as a result of animals maintained on the Property. The Board may at any time require the removal of any animal which it finds is or has become an unreasonable source of annoyance or potential harm, and may exercise this authority for specific animals without implicating similar actions for other animals maintained on the Property.

**4.6. Signs.** Reasonable signage for business purposes is permitted. The Board may adopt reasonable rules and regulations governing the size and display of signage. All signage shall be in compliance at all times with applicable law.

**4.7. Offensive Activity.** Subject to the Property's zoning for commercial and industrial uses, no noxious, offensive, excessively odorous, excessively noisy, or illegal activity shall be carried on in any Lot, nor shall anything be done therein which is or may become a nuisance, a public health or safety hazard, or an unreasonable source of annoyance to other Owners or lawful occupants of the Property.

**4.8. Environmental Laws.** Use of the Lots and Common Properties is subject to various federal, state, and local laws, regulations, and guidelines now in effect and/or hereafter enacted or adopted, relating to or affecting the Property concerning the impact on the environment of construction, land use, the maintenance and operation of structures, and the conduct of business, including without limitation the Comprehensive Environmental Response, Compensation and

Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Water Pollution Control Act ("FWPCA"), the State Environmental Protection Act, ("SEPA"), and the State Model Toxics Control Act ("MTCA") (collectively, "Environmental Laws"). No Lot Owner shall cause, or permit to be caused, any act or practice by negligence, or omission, or otherwise, that would violate any adversely affect the environment, or do anything or permit anything to be done that would violate any Environmental Law without regard to when such Environmental Law was in effect and without regard to the scope of liability arising thereunder. Each Lot Owner shall be deemed to have agreed to indemnify and to hold harmless the Association, each other Lot Owner, and the Declarant from any loss, claim, or liability of any kind whatsoever arising out of such Lot Owner's non-compliance with any Environmental Law. The Association shall have the right but not the obligation to enter any Lot at any reasonable time in order to inspect for compliance with Environmental Laws.

**4.9. Hazardous Substances.** No Person shall maintain or store on or in any portion of the Property any property or materials which may not be legally possessed by such Person under applicable law. No Person shall improperly store or release any Hazardous Substance as that term is defined under CERCLA, 42 USC § 9601 *et seq.*, or MTCA, chapter 70A.305 RCW, including without limitation petroleum products, liquid or aromatic hydrocarbons, oil, industrial chemicals, asbestos, PCBs, hazardous substances, pollutants, contaminants, or hazardous wastes of any kind. In the event of a spill or release of any Hazardous Substance within or from the Property, the Person causing or otherwise responsible for such spill or release shall promptly undertake thorough cleanup measures and provide notice to the Association and to any governmental agency with appropriate jurisdiction.

**4.10. Leases.** With the exception of an institutional lender in possession of a Lot following a default under a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Lot Owner may lease their Lot for periods of less than ninety (90) days. Any tenant, subtenant, or assignee of any portion of the Property shall be deemed to have assumed all the responsibilities of an Owner under this Declaration, and any lease agreement affecting any Lot shall be required and shall be deemed to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with such provisions shall be a default under the lease entitling the Association to enforce such provisions as a real party in interest. All lease agreements, including month-to-month rentals, shall be in writing. The assignment or subletting of a Lot shall be subject to the same limitations as are applicable to the primary lease.

**4.11. Construction.** Construction of all Improvements shall be prosecuted diligently from the date of commencement of work until the exterior of all Improvements are completed and painted or finished and all sanitation and health requirements have been fulfilled. Furthermore, the maximum time limit for the completion of construction of an Improvement shall be twelve (12) months from the date construction commences, which is defined as the date building materials are first delivered to the Lot for such purpose. Construction shall not be deemed to be completed until all Improvements are finished, the Lot has been cleaned of construction debris and the Lot has been landscaped consistent with ARC approved plans.

**4.12. Further Division.** No Lot may be divided or split by any Owner, except that any Lot owned by the Declarant may, at any time, be further divided or split by the Declarant. At such time building permits are issued for the development of either Lot 9 or Tract 999, the Owner shall become liable for its proportionate share of common expenses, including without limitation the maintenance costs set forth in Section 3.8.

**4.13. Binding Site Plan.** Restrictions set forth in the Binding Site Plan, including without limitation restrictions related to impervious surfaces, are hereby incorporated into this Declaration.

## **5. ARCHITECTURAL REVIEW.**

**5.1. General.** Construction of Improvements on any Lot shall be subject to the prior approval of the ARC, who shall be appointed by the Declarant or Declarant's successor. No Improvements shall be erected, placed or altered on any Lot until the construction plan, specifications, site plan and landscaping plan, showing the location of all proposed Improvements on the Lot, have been approved by the ARC pursuant to guidelines adopted by the Declarant and or the ARC, which guidelines shall be consistent with these Covenants and the purpose of this Declaration. The approval or disapproval of the ARC as to such construction plan, specifications, site plan and landscaping plan, shall be based upon the quality of materials utilized in the construction, the harmony of the external design and color scheme of the proposed Improvements with other existing Improvements within the Subdivision, bulk and location of Improvements with respect to topography and finish grade, view protection, compliance with this Declaration, and other reasonable standards to be developed by the ARC and made available to the Owners.

**5.2. ARC Fee.** In addition to the construction plan, specifications, site plan and landscaping plans, the Owner shall give to the ARC the current design review fee for each approval requested. A significant change to plans (to be determined in the discretion of the ARC) shall be deemed to be a new set of plans and shall require an additional design review fee. The ARC is not obligated to commence review until the above specified fees have been paid.

**5.3. Approval/Disapproval.** The ARC shall approve or disapprove the construction plans, specifications and site plans, including specified color finishes, within twenty (20) days following receipt of a complete set thereof from the submitting Lot Owner or prospective Lot Owner together with the applicable design review fee. Any such Lot Owner or prospective Lot Owner shall submit two sets of plans. The two sets of plans and specifications submitted to Declarant or the ARC shall be drawn to a scale not less than one-eighth ( $1/8^{\text{th}}$ ) of an inch equals one (1) foot ( $1/8" = 1'$ ), shall contain a plot plan, shall designate the direction "north," shall locate all existing and proposed Improvements, shall locate all utility installations, and shall locate all trees, bushes or other landscaping, having a present or reasonably expected excess of six (6) feet. The plans shall also include a plan indicating the location of all exterior walls and four (4) major exterior building elevations indicating exterior materials, finishings window sizes and materials, door sizes and materials, and exterior finish color scheme. Any complete submission of construction plan, specifications, site plan and landscaping plan on which no action is taken by the ARC for twenty (20) days following the date of receipt thereof shall be deemed approved as submitted, unless within such twenty (20) day period the ARC has sought, in writing, clarifying information concerning the same or provided another reasonable explanation why more time is

necessary, in which case the time period shall be extended for the then remaining number of days after receipt of additional requested information or other reason for delay, has been resolved. Of the two sets of construction plans, specifications (including exterior color finish detail), site plan and landscaping plan submitted to the ARC, one such complete set shall be returned to the submitting Lot Owner or prospective Lot Owner with the approval or disapproval endorsed upon such complete set by the ARC. The other complete set shall be retained by the ARC for its permanent files. The ARC shall have the right to disapprove any construction plans, specifications and/or site plan in the event one or more are not in accordance with the provisions of this Declaration, if the design or exterior color scheme of the proposed Improvements is not in harmony with the general surroundings of the Subdivision or with the adjacent Improvements, if the proposed Improvements interfere with views from other Lots, if the construction plan, specification, site plan and landscaping plan are incomplete, or if the ARC reasonably determines that the construction plan, specifications and site plan, or any portion of any, are contrary to the interest, welfare and or rights of the Owners of other Lots, again, within the reasonable discretion of the ARC.

**5.4. Conditional Approval.** Any approval given by the ARC may be conditioned upon compliance by the applicant with any reasonable condition which the ARC deems appropriate, including, without limitation, the posting of bonds or other acceptable security in order to ensure and ensure performance by the applicant in accordance with the construction plan, specifications, site plan and or landscaping plan being approved.

**5.5. No Liability.** The ARC, nor any member thereof nor any successor thereto, shall be liable to any Person for any action taken or for any failure to act under or pursuant to the provisions of this Declaration, so long as the ARC, any member thereof and or any successors thereto act in good faith and without malice.

**5.6. Expiration.** The Declarant may remove and replace members of the ARC at its sole discretion. This right to appoint and remove members of the ARC shall expire once at least seventy-five percent (75%) of the Lots have been sold, conveyed, or transferred by the Declarant. After Declarant turns control over to the Association, the Association by an affirmative vote of seventy-five percent (75%) of the Owners may elect to appoint a Design Review Committee ("DRC") that shall have all of the powers of the ARC. The DRC shall consist of three (3) members appointed by the Board. All decisions of the DRC shall be made by a majority vote and in accordance with all substantive and procedural requirements applicable to the ARC.

## **6. COMMUNITY ASSOCIATION.**

**6.1. Formation.** The Declarant shall form a community association, designated herein as the "Association," to include as its members all Owners of the Lots within the Subdivision. This organization shall be a nonprofit corporation pursuant to Title 24 of the Revised Code of Washington and shall be known as the Overview Community Association. The Association shall be formed by the Declarant at any time prior to the transfer of any Lot to any Owner.

**6.2. Purpose.** The purpose of the Association shall include, without limitation, the regulation, use, care, construction, operation, repair, maintenance, and preservation of the

Common Properties for which there are private maintenance obligations to be shared in common by the Association members; the regulation, maintenance and repair of the Common Properties facilities thereon and such other facilities, equipment, activities, objects and purposes pertaining to the welfare, enjoyment, social well-being, protection, and benefit of the Owners and of their Lots within the Subdivision, including, but not limited to, the operation, maintenance and use of property held or controlled by the Association; payment of taxes, if imposed, on Common Properties and Improvements thereon; and the protection and preservation of the interests of the Lot Owners for the common good.

**6.3. Meetings.** All meetings shall be conducted as provided in the Association Bylaws.

**6.4. Condition and Transfer of Control.** The Association shall be organized by the Declarant, and the members of the Association shall be the Lot Owners in proportion to the number of Lots each owns. The Declarant shall designate and appoint the Board until such time as the Declarant has sold all of its Lots within the Subdivision. When seventy-five percent (75%) of the Lots within the Subdivision owned by the Declarant have been sold, the control of the Association shall be turned over to the members, and the members shall elect from their numbers the governing Board of Directors, as determined by the Articles of Incorporation and Bylaws of the Association. Subject to the foregoing, the Declarant, at its sole and exclusive option, may elect at any earlier time to transfer control of the Association to the members thereof.

**6.5. Budget.**

**6.5.1. Adoption.** Upon the Declarant's transfer of control to the Board as provided in Section 6.4, the Board shall prepare an annual budget which shall estimate the common expenses to be paid during such year, including without limitation any common water and sewer, electrical, utility serving any Common Property; policies of insurance required hereunder; taxes and assessments arising from Common Properties; the service of Persons required to properly manage the affairs of the Association to the extent deemed advisable by the Board; the service of attorneys, bookkeepers, and accountants; maintenance and repair of facilities on any Common Properties; and any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to pay by law or which in the opinion of the Board shall be necessary or proper for the operation of the Association.

**6.5.2. Ratification.** Within thirty (30) days after adoption of any proposed budget, the Board shall provide a summary of the budget to all Lot Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) calendar days after mailing of the summary. Unless at the meeting a majority of the Owners reject the proposed budget, it shall be ratified without regard to whether a quorum is present. A budget once ratified shall remain in effect until a new budget is adopted and ratified.

**6.5.3. Reserves.** The Board may establish and maintain a reasonable reserve for major repairs, capital improvements, and other similar purposes by establishing such reserves in the annual budget. Amount paid into such reserves as assessments shall be conclusively deemed to be non-refundable contributions to the capital of the Association by the Lot Owners.

**6.6. Assessments and Liens.**

**6.6.1. Authority.** The Association during the period of Declarant control and at all times thereafter shall be empowered to establish and to collect dues and assessments upon Lots in the Subdivision for the common benefit of such Lots.

**6.6.2. Purposes.** The purposes for which dues and assessments may be established and collected include, without limitation, making provision for the payment of charges associated with utilities, stormwater facilities, maintenance and drainage, property protection, insurance, maintenance, Improvements, payment of taxes for the Common Properties and Improvements thereon, the holding of Ownership or a leasehold interest therein, for any other common purposes, collecting fines and or recovering money expended pursuant to this Declaration, and/or compensation of any manager or officer of the Association, all as determined pursuant to the Articles of Incorporation and Bylaws of the Association.

**6.6.3. Personal Obligation and Lien Foreclosure.** Dues and assessments shall constitute a personal obligation of any Owner of record of a Lot on the due date thereof and shall also constitute a lien on the Lot assessed. Such lien may be enforced by the Association in the same form and manner of procedure as foreclosure of real property mortgages under the laws of the State of Washington.

**6.6.4. Amounts Included.** Each Owner and each party hereinafter owning or claiming an equity interest in a Lot agrees that in the event of such foreclosure action involving such Lot, the Owner or Owners thereof and or other party asserting an equity interest therein will pay the Association's expenses of title examination and insurance, the cost of attorney's fees incurred by the Association and court costs, as well as all other costs reasonably and necessarily incurred in such foreclosure action. In any such action, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the same became due until the date of the entry of the judgment of foreclosure thereon and then at the prevailing rate for judgment in the State of Washington.

**6.6.5. Other Liens and Foreclosure Actions.** The method and manner provided for foreclosure of liens set forth in this Section shall pertain to all liens referred to in this Declaration; provided, however, that first mortgages placed upon any of the Lots as purchase money mortgages shall be superior to any and all charges, assessments, and liens thereafter asserted pursuant to this Declaration.

**6.7. Establishment and Assessment of Charges.** For the purpose of providing funds for uses specified herein the Board shall for each year, charge yearly dues against all Lots. The Declarant shall determine such dues while the Association is under Declarant control. Notwithstanding, until dues are assessed, the Declarant shall be responsible for payment of expenses of the Association. Each Lot shall be assessed an equal amount for each calendar year for all expenses common to all Lots.

**6.8. Special Assessment.** The Association may make special assessments against any Lot or Lot Owner for violating the terms of this Declaration or Owners responsible for damage to

the Common Properties. The Association may also make special assessments as deemed necessary by the Board for purposes of maintaining the Common Properties.

**6.9. Annual Statement.** As soon as shall be reasonably practical in each calendar year, the Association shall send a written statement to each Owner setting forth the dollar amount of the assessment(s) for such Lot for such calendar year. The Association may, in its sole discretion, provide for payment of such assessments on a periodic basis during such calendar year, with or without a service charge. This annual statement requirement shall not apply until the Declarant has elected to assess Lots in the Subdivision.

**6.10. Penalty on Delinquent Assessments.** If an Owner shall fail to pay any installment of an annual and or special assessment within thirty (30) days from the date the same is due, then the entire annual and or special assessment for such Lot shall be delinquent and shall become immediately due and payable, shall bear interest at the rate of twelve percent (12%) per annum thereafter until paid, and shall also bear a penalty in such amount as shall be determined by the Board.

**6.11. Delinquency for More Than Ninety Days.** If the Owner of any assessable Lot shall be delinquent in the payment of the annual and or special assessment, or any installment thereof, for more than ninety (90) days following the date the same is due, then the Association shall have the right to commence legal action seeking a personal judgment against such Owner and, in addition thereto, shall have the right to foreclose its lien upon such Lot.

**6.12. Rules and Procedures for Billing and Collecting Assessments.** The Board shall have the power and authority to adopt rules and procedures respecting the billing and collecting of annual assessments, which shall be binding upon all Lot Owners.

**6.13. Application of Assessment.** The Association shall apply all funds received by it pursuant to this Declaration in the following order:

- (i) Administrative costs and expenses incurred by the Association in the exercise of its powers, authority and duties described herein and in the Association's Articles of Incorporation and Bylaws;
- (ii) The promotion of the recreation, health, safety, enjoyment and welfare of the users of the Common Properties, and the enhancement of the values of the Common Properties by means of construction, repair, maintenance, operation and administration of the Common Properties, including, but not limited to, the payment of taxes and insurance premiums on the Common Properties;
- (iii) The service, repair, maintenance and/or replacement of any and all Improvements, including, but not limited to landscaping, fences, roads, paths, drainage facilities and lighting belonging to the Association; and
- (iv) As to monies received on special assessments, to fulfill the purpose of the special assessment.

**6.14. Authority to Maintain Surplus.** The Association shall not be obligated to spend in any particular time period all of the sums collected or received by it during such time period or any other time period. The Association may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply any such surplus to the reduction of the amount of the annual assessment in any future year or to any particular special assessment need.

**6.15. Liability Following Conveyance.** A Lot Owner that sells, transfers, or otherwise conveys their Lot shall not be liable for the payment of any part of common charges identified herein assessed against their Lot subsequent to such sale, transfer, or conveyance. The Person acquiring the Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid assessments against the Lot up to the date of conveyance without prejudice to such Person's right to recover from the selling Lot Owner any amounts paid hereunder. The holder of a mortgage or other purchase of a Lot who obtains the right of possession of the Lot through foreclosure shall not be liable for assessments that become due prior to such acquisition, and such unpaid assessments shall be deemed to be common expenses collectible from all Lot Owners, including such mortgagee or other purchaser of the Lot. Foreclosure of a mortgage does not relieve the prior Lot Owner of personal liability for assessments accruing against the Lot prior to the date of transfer.

## **7. INSURANCE.**

### **7.1. Association's Insurance.**

**7.1.1. Liability Coverage.** The Board shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Board.

**7.1.2. Deductible.** The deductible, if any, on any policy of insurance purchased by the Board, shall be paid by the Association as a common expense and should be included in the Association's operating reserve account.

**7.1.3. Adjustment and Payment of Loss Proceeds.** All policies obtained by the Association shall provide that adjustment of loss shall be made by the Board, and that proceeds payable pursuant to the policies shall be paid directly to the Board as insurance trustee, to be held in trust for Lot Owners and all lienholders as their interests may appear. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the Lot Owners and mortgagees entitled thereto, after first paying or making provisions for the payment of the expenses of the insurance trustee, in the following manner: proceeds are to be paid first to repair or restore damage or destruction, and then, after completely defraying the cost of the repair or restoration, any surplus proceeds shall be payable jointly to the Lot Owners and mortgagees, if any, entitled thereto. If the proceeds of insurance, coupled with any available reserve funds, are not sufficient to defray such costs, the Board shall present to the Owners a budget containing a special assessment to be made against all the Lots hereof, in sufficient amounts to provide funds to cover the shortfall.

## **7.2. Lot Owners' Insurance.**

**7.2.1. Liability Coverage.** Each Lot Owner shall obtain and keep in force a commercial general liability policy providing bodily injury and property damage insurance, insuring the Owner and the Association against any liability arising out of the Owner's use, occupancy, or maintenance of the Lot and the Common Properties in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, and may not contain exclusions from coverage for any readily foreseeable hazards posing an unreasonable risk of harm to persons or property in or around the Subdivision and associated with the business use to which the Lot will be put by its Owner or other lawful occupant.

**7.2.2. Special Liability Coverage.** The Owner of any Lot which is used for any purpose for which special insurance is required by any statute or regulation shall obtain and keep in force such special insurance, which in each case shall name the Association as an additional insured, and shall provide that the insurance provided thereunder may not be canceled, substantially modified or reduced without at least thirty (30) days' prior written notice to the Association.

**7.2.3. Property and Miscellaneous Coverage.** Each Owner shall obtain property insurance providing coverage against loss or damage to any material Improvement within the Lot, its fixtures, equipment, and any trade fixtures, tenant improvements, upgrades, or betterments to the Lot, and to other personal property used in or incidental to the conduct of business within the Lot, including coverage for vandalism or malicious mischief, theft, loss assessment coverage, and the like. The policy should also provide business interruption coverage sufficient to cover assessments for common expenses owing during any period of repair or reconstruction.

**7.2.4. Limitation.** No Lot Owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force at any particular time, and the Board may require that each Owner file with the Association a copy of each individual policy of insurance purchased by the Owner within thirty (30) days after its purchase.

**7.2.5. Tenants.** A tenant or subtenant of any Lot or portion thereof shall obtain insurance coverage equivalent to that described herein for Owners, and any such policy shall name the Association as an additional insured.

## **8. LIABILITY.**

**8.1. No Liability for Utility Failure.** Except to the extent covered by insurance obtained by the Board pursuant to Section 7, neither the Association nor the Board nor the Declarant shall be liable for any failure of any utility or other service obtained by the Board, or for injury or damage to Person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow into any parts of the Improvements on any Lot, or from any pipes, drains, conduits, appliances, or equipment, or from any other place, or for inconvenience or discomfort resulting from any action taken to make repairs to the Property, or to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of liability

for Common Expense Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

**8.2. Liability of Officers and Directors; Indemnification.** The directors and officers of the Association shall exercise ordinary and reasonable care in discharging their responsibilities and shall not be liable to the Association or to the Lot Owners for mistakes of judgment or for negligence not amounting to gross negligence, willful misconduct, or bad faith. The Association shall indemnify and hold harmless each of its directors and officers from and against all contractual liability to others arising out of contracts made by the Board or its officers on behalf of the Association or the Lot Owners unless such contract was made in bad faith or contrary to the provisions of this Declaration or the Association's governing documents. The directors and officers shall not be personally liable for contracts made by them on behalf of the Association. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that they are or were a director or officer of the Association, against amounts paid in settlement incurred by them in connection with such action, suit, or proceeding if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interests of the Association, to the fullest extent authorized by law.

**8.3. No Bailment.** Neither the Board, the Association, any Owner, nor the Declarant shall be considered a bailee of any personal property stored or placed on the Common Properties (including property located in vehicles), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, nor shall they be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

## **9. MISCELLANEOUS.**

**9.1. Protection of Mortgage or Deed of Trust Holder.** No violation or breach of any Covenant contained in this Declaration, or in any supplement hereto, and no action to enforce the same, shall defeat, render invalid, or impair the lien of any mortgage or deed of trust taken in good faith and for value against any title or interest in any Lot which is the subject of an action arising from such violation or breach. A purchaser of any such Lot at a trustee's sale, sheriff's sale, or tax foreclosure sale shall take title to such Lot free and clear of any violations or breaches which have occurred on such Lot, or by the previous Owner thereof, prior to such foreclosure, but such purchaser shall nevertheless take subject to this Declaration and to any supplements or amendments hereto.

**9.2. Tenants and Invitees.** Tenants and invitees of the Owners or occupants of the Subdivision shall be bound by the terms and conditions of this Declaration.

**9.3. Enforcement.** The Association, the Declarant and any Owner shall have the right to enforce, by any proceedings at law or in equity, all Covenants, liens and charges now or hereafter imposed by this Declaration. The failure of the Association, of the Declarant, or of any Owner to enforce any rights hereunder shall not be deemed to constitute a waiver of the right to do so thereafter. The prevailing party in any litigation involving the enforcement of any provision of this

Declaration shall be entitled to additional judgment for the reasonable attorney's fees and costs incurred in such litigation by such prevailing party.

**9.4. Grantees' Acceptance.** The grantee of any Lot subject to this Declaration shall, by the acceptance of a deed conveying title thereto or by the execution of any contract for the purchase thereof, whether from Declarant or any subsequent Owner of such Lot, accept such deed or contract upon, and subject to, each and every provision of this Declaration and to any supplements hereto and the provisions contained herein and therein, including the jurisdiction, rights, and powers of Declarant, or any of them, and by such acceptance shall, for themselves, their heirs, personal representatives, successors, and assigns, covenant, consent, and agree to and with Declarant and to and with the grantees and subsequent Owners of each of the Lots within the Subdivision, to keep, observe, and comply with and perform all obligations set forth herein. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all of the risks and hazards of Ownership and occupancy attendant to such Lot, including, but not limited to, its proximity to any Common Properties, public paths, streams, or other water courses.co

**9.5. Amendment to Declaration.** This Declaration may be amended by an instrument adopted by the Board and signed by not less than seventy-five (75%) percent of the Owners of all Lots within the Subdivision. Any such amendment shall take effect upon being recorded with the Skagit County Auditor.

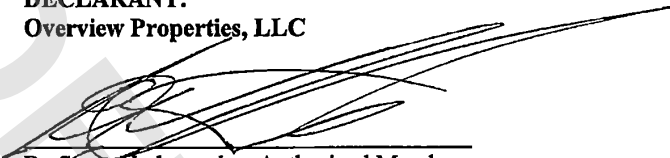
**9.6. Severability.** In the event that any provision hereof is deemed by proper judicial decree to be invalid, then the remaining portion of this Declaration shall in no way be affected, remaining in full force and effect.

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

**9.8. No Waiver.** The failure of any party entitled to enforce any provision hereof or take steps to enforce such provision shall not, in any fashion, operate or be deemed to be a waiver of any such provision or of any other provision hereof.

IN WITNESS WHEREOF the undersigned has executed this Declaration this 14<sup>th</sup> day of January, 2022.

**DECLARANT:**  
**Overview Properties, LLC**

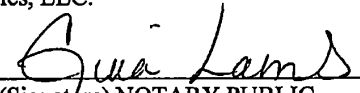
  
By Steve Verbarendse, Authorized Member

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } §

This record was acknowledged before me on the date specified below by Steve Verbarendse as the Authorized Member of Overview Properties, LLC.

{Stamp}



  
(Signature) NOTARY PUBLIC  
Date: 1/14/2022  
My commission expires: 6/10/2025

*Exhibit A*

LEGAL DESCRIPTION OF PROPERTY

UNPROCESSED

THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, WHICH IS 495 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE WEST, 660 FEET; THENCE NORTH, 330 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE STEVENSON ROAD; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 198 FEET, MORE OR LESS, TO A POINT 462 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE SOUTH, 660 FEET, MORE OR LESS, TO A POINT 495 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, BEING A POINT ON THE NORTH LINE OF THOSE PREMISES CONVEYED TO FRANK RILEY BY DEED DATED MARCH 3, 1925, AND RECORDED IN VOLUME 134 OF DEEDS, PAGE 624; THENCE EAST ALONG THE NORTH LINE OF SAID RILEY PREMISES, 198 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID RILEY PREMISES; THENCE SOUTH, 165 FEET; THENCE EAST, 660 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH ALONG SAID EAST LINE, 495 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE NORTH 0-06-25 WEST ALONG THE EAST LINE OF SAID SECTION 3, 330 FEET; THENCE SOUTH 89-37-55 WEST, 660.010 FEET; THENCE NORTH 0-06-25 WEST, 165.000 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89-37-35 WEST, 185.080 FEET; THENCE NORTH 0-17-10 WEST, 34.000 FEET; THENCE NORTH 89-37-55 EAST, 185.187 FEET; THENCE SOUTH 0-06-25, 34.000 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS AND EASEMENTS

*Exhibit A*