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Skagit County Auditor

**WHEN RECORDED RETURN TO:**

Anacopper LLC  
2018 R Avenue  
Anacortes, WA 98221

m-22589

DOCUMENT TITLE(S):

ACCOMMODATION  
RECORDING ONLY

**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND  
RESTRICTIONS FOR THE CROSSINGS LOTS 19-20-21**

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

N/A

GRANTOR(S)

ANACOPPER LLC

GRANTEE(S)

**THE GENERAL PUBLIC**

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):  
SW1/4 SW1/4 SW1/4, SECTION 23, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.,  
EXC W586FT OF S 325FT THOF & EXC W 20FT & EXC N33FT THOF TGW PTN S 33FT  
OF N 639FT DESC AF#887647, EXC LOTS 1 THROUGH 18.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):

P31752 350123-3-002-0201

**DECLARATION AND COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
THE CROSSINGS LOTS 19, 20 and 21**

**THIS DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS** ("Declaration") is made on this day of December 2022 by The Anacopper LLC a Washington limited company hereafter referred to as the "Declarant", and "Developer." as of the 14 day of December 2022.

**RECITALS**

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

The Property is subdivided as a portion of The Crossings Unit Lot Subdivision, according to the plat thereof recorded 12/16/22 under Auditor's File No. 202212160152 records of Skagit County, Washington.

**NOW, THEREFORE**, Declarant hereby declares that the Property, including improvements constructed or to be constructed thereon, is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered submit to the Covenants, Conditions, Restrictions, Easements hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the Property, and shall be binding on all persons having any right, title or interest in all or any portion of the Property, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each and every owner of all or any portion thereof. The subject Property is not subject to the Covenants, Conditions, Restrictions, Easements, and Reservations of the portion of said plat known as The Crossings Unit Lot Subdivision Lots 1-18.

**ARTICLE 1  
DEFINITIONS**

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

- 1.1 "Building" shall mean any of the detached buildings on the Property.
- 1.2 "County" shall mean Skagit County, Washington including the employees and agents thereof.
- 1.3 "Construction" and "Constructed" shall mean any construction, reconstruction, erection, or alteration of an improvement, except wholly interior alterations to a then existing Structure.
- 1.4 "Declarant" shall mean and refer to Anacopper LLC, a Washington limited liability company, or any successor Declarant.

1.5 "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for The Crossings Unit Lot Subdivision Lots 19, 20 and 21 as it may from time to time be amended.

1.6 "First Mortgage" and "First Mortgagee" shall mean, respectively, (a) recorded on a Lot that has legal priority over all other mortgages thereon, and which is held by an Institutional lender, and (b) the holder of a First Mortgage which is an Institutional Lender.

1.7 "Governing Documents" shall mean this Declaration, the Plat Rules and Regulations.

1.8 "Improvement" shall mean all Structures and appurtenances thereto of every kind, whether above or below the lands surface, including but not limited to, buildings (including Residences), garages, utility systems, walkways, driveways, parking area loading area, landscaping items, swimming pools, sports courts, fences, wall, decks, stairs, poles, landscaping vegetation including street trees, irrigation systems, stormwater facilities, streets, signs, exterior fixtures, recreational facilities, play structures, and any other Structure of any kind.

1.9 "Institutional Lender" Shall mean one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trust, including, but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvements of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of such a lender, including Federal Mortgage Agencies, or any combination of any of the forgoing entities.

1.10 "Lot" shall mean any one of the lots numbered Lots 19 through 21 on the plat map of record and the previous platted parcel P31752.

1.11 "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.12 "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.

1.13 "Occupant" shall mean a lessee or licensee of an Owner or any other person or entity, other than the Owner, in lawful possession of a Lot, or a portion of a Lot, with the permission of the owner.

1.14 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee interest in any lot, including the Declarant, but excluding Mortgagees or other persons or entities having such interest merely as security for the performance of any obligation. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

1.15 "Participating Builder" shall mean and refer to a person or entity that acquires a portion of The Crossings Unit Lot Subdivision Lots 19 thru 21 for the purpose of improving such portion or portions in accordance with and subject to these Declarations and the parameters outlined in this document.

1.16 "Person" shall mean an individual, corporation, partnership, association, trustee or other legal entity.

1.17 "Plat" shall mean the recorded The Crossings Unit Lot Subdivision and amendments, corrections or addenda thereto subsequently recorded.

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

1.19 "Structure" shall mean any building, fence, wall, driveway, walkway, patio, garage, storage shed, carport, mailboxes, rockery or the like.

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

1.21 "Architectural Review" (ARC) shall mean the committee established by the Declarant to review and approve or disapprove any and all Plans of any nature including but not limited to site plans, building, and landscape plans.

1.22 "Form of Words" The singular form of words shall include the plural and the plural shall include the singular. Masculine, Feminine, and neuter pronouns shall be used interchangeably.

## ARTICLE 2 COMMON AREAS AND EASEMENTS

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

2.2 Maintenance of Plantings Between Sidewalk and Street. It will be the responsibility of the lot owner(s) directly adjacent to said planting strips to maintain trees, shrubs and plants in a professional manner.

### ARTICLE 3 CONSTRUCTION ON LOTS AND USE OF LOTS

3.1 Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance, and location of Structures with respect to topography and finish grade elevation. It is in the best interests of each Owner that such uniformity of use be maintained as herein provided. No building, except for "Accessory Structures" shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling. For purposes of the Declaration, "Accessory Structure" shall mean and include only an "Accessory Dwelling Unit" (guest house, studio or detached garage) as defined and permitted by the City of Anacortes Land Use and or Development Code(s) and any or all of which are subject to all other requirements of this Article 3. If allowed by the provisions contained herein. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either

- (a) the terms and conditions of this Declaration or
- (b) the laws, codes, ordinances and regulations of any governmental entity having jurisdiction.

3.2 Architectural Review Committee. There is hereby established a 3-person Architectural Review Committee (ARC). Persons serving on the ARC shall be initially selected by the Declarant and said persons shall serve until the end of the Development Period, unless relinquished by the Declarant at an earlier date.

- (a) The purpose of the ARC shall be to ensure that all improvements within the subject property comply with the intent of the Architectural/Design Guidelines.
- (b) Initial members of the ARC are Nels Strandberg, Colleen Craig, and Debbie Headrick 2018 R Avenue Anacortes, WA 98221.

3.3 Submission of Plans. At least thirty (30) days before commencing Construction of any Structure on any Lot, the Owner shall submit to the ARC One (1) 11 x 17 copy and one (1) pdf emailed of the complete set of detailed building, drainage, and landscaping plans and specifications, a site plan showing the location of all proposed Structures (the plans, specifications and site plans are individually and collectively referred to herein as the "Plans"). The Plans shall be submitted in a form satisfactory to the ARC, which may withhold its approval by reason of its reasonable dissatisfaction with the location of the Structure on the Lot, color scheme, finish, architecture, height, impact on view from another Lot or Lots, appropriateness of the proposed Structure, materials used therein, or because of its reasonable dissatisfaction with any other matter which, in the reasonable judgment of the ARC, would render the proposed Structure inharmonious with the general plan of development of the Property or other Structures nearby. The ARC's approval or disapproval of Plans shall be in writing and approval shall be evidenced by written endorsement on such Plans, one (1) copy of which shall be delivered to the Owner of the Lot upon which the Structure is to be constructed. This section shall not apply to Declarant, or any business owned by the Declarant.

3.4 Construction. No Structure shall be Constructed or caused to be Constructed on any Lot unless the Plans for the Structure, including landscaping, have been approved in writing by the ARC. The ARC's review and approval or disapproval of Plans on the basis of cost, aesthetic design, harmony with previously approved Structures on lots 19, 20 & 21 within the Plat, shall be absolute and enforceable in any court of competent jurisdiction. The ARC's approval of any Plans, however, shall not constitute any warranty or representation whatsoever by the ARC or any of its members that such Plans were examined or approved for engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations, and each Owner hereby releases any and all claims or possible claims against the ARC or any of them, and their heirs, successors and assigns, or of any

nature whatsoever, based upon engineering or structural integrity or sufficiency or compliance with applicable governmental laws, codes, ordinances and regulations.

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

**3.6 Power of the ARC to Grant a Variance.** The ARC shall have the power to grant a variance to an Owner, who, at the time the Owner submits his plans for approval, also submits a written request for a variance. The granting of the request for a variance shall be in writing.

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

- (a) 1,200 square feet for a dwelling containing a single level and
- (b) 1,500 square feet for a dwelling containing two (2) levels.

Each home must have a garage which shall be of such size as to accommodate at least two full size automobiles. The ARC is authorized to grant a variance as to these size requirements upon receiving an application from the Owner of a lot showing that the grade of the lot will not reasonably accommodate those size requirements.

**Use Restrictions.**

**3.7 "Residential Use".** All Lots within the property shall be used solely for private single-family residential purposes; on an ownership, rental, or lease basis, provided, however, that home businesses are allowed. Home businesses are limited to on-site employees of the business that reside on the Lot; applicable state and local permits and licenses are obtained and maintained by the Owner; no sign advertising the business is located on the Lot; the use is permitted under Governing Laws; and no noise, odor or adverse environmental impact of the business is allowed outside the confines of the residence on the Lot. In addition to the foregoing, the Declarant may use dwellings it owns as sales offices and models for sales of other Lots.

**3.8 "Maintenance of Buildings and Lots".** Each Owner shall, at the Owner's sole expense, keep the interior and exterior of the Structure on the Owner's Lot, as well as the Lot, in a clean and sanitary condition, free of rodents and pests, and in good order, condition and repair and shall do all redecorating, painting, landscaping and maintenance at any time necessary to maintain the appearance and condition of the Structure and the Lot. The landscaping shall be maintained to the curb on the edge of the street.

**3.9 "Completion of Construction".** Any Structure erected or placed on any Lot shall be completed as to external appearance within twelve (12) months from the date Construction is started; however, with good cause shown, the ARC may extend this term. Any ADU to be erected or placed on any lot shall be completed within six (6) months from the date of construction is started; however, with good cause shown, the ARC may extend this term. All yards and landscaping must be installed prior to receiving the building occupancy certificate from the City of Anacortes Building Department. Lots shall be maintained in a neat and orderly condition during Construction.

**3.10 "Parking".** No trucks, campers, trailers, boats, motorcycles, inoperable vehicle, or part thereof, shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage or in the rear or side yard area and screened from sight. No vehicle shall be parked on any driveway that extends into the streets or sidewalks or otherwise inhibits vehicular or pedestrian traffic thereon, or blocks mailboxes.

No such vehicles shall be parked on any street adjoining any Lot the exception shall be passenger vehicles belonging to guests may occasionally be so parked. The Declarant may establish such other parking regulations as it may deem necessary and appropriate.

3.11 "Signs". Except for temporary for sale, for rent and political signs, no signs, billboards or other advertising structures or device shall be displayed to the public view on any Lot. Political yard signs of a temporary nature, and not more than five feet in size, will be allowed on Lots during campaign periods. Within five days of the occurrence of the election, such signs must be removed from Lots. Notwithstanding the foregoing, the Declarant shall have the right to maintain such signage on the Property as it deems necessary in its sole discretion incident to the sales process. All signs must follow City of Anacortes guidelines for the zoning of the property.

3.12 "Animals". Animals, including horses, livestock, poultry, reptiles or pigs, shall not be kept on any lot. Household pets shall not exceed four (4) in number, provided that unweaned puppies or kittens may be kept. All animal enclosures must be kept in a clean, neat and odor free condition at all times. All animals must be kept at a distance no less than 10 feet from property line. Barking shall be minimized by Owners so as to not unreasonably disturb neighbors. Dogs shall not be allowed to run at large. Notwithstanding anything set forth herein all Owners shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to animals. Registered service animals shall be allowed to kept on property.

3.13 "Temporary Structures". No Structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be installed, placed or used on any Lot as a residence, either temporarily or permanently.

3.14 "Clothes Lines". No washing, rugs, clothing apparel or any other article shall be hung from the exterior of any Structure or on a Lot so as to be visible from the streets and roadways adjoining the Lots.

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

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

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

3.18 "Trash Containers and Debris". Trash shall be placed in sanitary containers and screened so as not to be visible from adjacent properties and streets. No Lot or any portion thereof shall be used as a dumping ground for trash or rubbish of any kind. Yard rakings, dirt and debris resulting from landscaping work or construction shall not be dumped onto adjoining lots, streets, or roadways. Waste

and recycling containers may not be left on the street except for pickup days. Compost piles may be kept upon the lots provided they are kept in an enclosure, and clean, neat and in sanitary condition free of rodents, pests and screened from view of adjoining Lots. No vacant lot shall be permitted or allowed to accumulate tall grass, leaves, limbs, branches, and other vegetation as to be a detriment to the neighborhood or become a fire hazard.

3.19 "Offensive Activity". No commercial or manufacturing enterprise or commercial activity of any kind shall be conducted or permitted on any Lot, nor shall goods, equipment, vehicles, or materials used in connection therewith be kept, parked, stored, dismantled or repaired outside of any Lot or any street within the Property. No noxious or offensive activity, including but not limited to the creation of excess levels of noise, shall be carried out on any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners or tenants.

3.20 "Setbacks". All Structures shall be constructed in accordance with all ordinances, rules and building regulations of the City of Anacortes, without limitations, as well as land use, zoning, and other setback requirements exclusive to Lots 19, 20 and 21 as identified on the face of the Final Plat Map of "The Crossings Unit Lot Subdivision".

3.21 "Fences". All fences shall be constructed in a good and workman-like manner and shall be architectural in design. No chain link or vinyl fencing will be allowed. The fence shall not detract from the appearance of the adjacent structure or obstruct the view of the lots. No fencing in front yard setbacks unless the structure is less than 3 ft in height. All fencing shall comply with the City of Anacortes guidelines for the codes and zoning of the property.

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

3.23 "Drainage". No Lot shall be improved in such a way as to cause excess surface water run-off that may cause erosion, damage or inconvenience other Lots or Owners thereof. All drainage from a Lot shall be piped at the Lot Owner's expense to the nearest underground public storm sewer line, street ditch or dry well. All roof drains shall be connected to public storm sewer system. Absolutely no dumping of any pollutants into the storm sewer systems shall be permitted.

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

3.25 "Compliance with Laws." Notwithstanding anything to the contrary set forth herein, each Owner shall comply with the more restrictive of either

- (a) the terms and conditions of this Declaration, or
- (b) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

#### ARTICLE 4

This Declaration may be amended if such amendment is approved by owners of the Lots 19, 20 & 21 within the Plat or by Declarant under Article 7 herein.



## **ARTICLE 5 DURATION**

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded, after which time the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the Lot Owners has been recorded agreeing to terminate the covenants, conditions and restrictions.

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

Section 6.1 Amendment by Declarant. Declarant reserves the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) or Federal Housing Administration (FHA) regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to FHLMC or FNMA or if such amendment is necessary to secure funds or financing provided by, through or in conjunction with FHLMC, FNMA or FHA.

Section 6.2 Authorization to Amend. If Declarant, at its option, determines that it is necessary to so amend the Declaration, then Declarant, on behalf of all Lot Owners is hereby authorized to execute and to have recorded (or filed, in the case of the Articles) said required amendment or amendments. All Lot Owners hereby grant to Declarant a full and complete power of attorney to take any and all actions necessary to effectuate and record said amendment or amendments and agree that said amendment or amendments shall be binding upon their respective Lots and upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed said amendment or amendments. All Lot Owners hereby acknowledge and agree that the power of attorney granted herein shall be deemed coupled with an interest and shall be irrevocable.

Section 6.3 Duration. Declarant's rights under this Article shall exist only until Declarant has transferred ownership of lots 18, 19 and 20 within the "The Crossings Unit Lot Subdivision".

## **ARTICLE 7 SEVERABILITY**

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision if the remainder affects the common plan.

## **ARTICLE 8 EFFECTIVE DATE**

This Declaration shall be effective upon recording.

**ARTICLE 9**  
**ASSIGNMENT**

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

DATED this 14<sup>th</sup> day of December, 2022

Anacopper LLC  
a Washington State Limited Liability Company

By:   
NELS STRANDBERG, Member

**"EXHIBIT A"****LEGAL DESCRIPTION  
THE CROSSINGS Lots 19-20-21**

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range):  
SW1/4 SW1/4 SW1/4, SECTION 23, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.,  
EXC W586FT OF S 325FT THOF & EXC W 20FT & EXC N33FT THOF TGW PTN S 33FT  
OF N 639FT DESC AF#887647, EXC LOTS 1 THROUGH 18.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):  
P31752 350123-3-002-0201

**“EXHIBIT B”**  
**The Crossing Unit Lot Subdivision**  
**Lots 19, 20 and 21**  
**Exterior Architecture Design Guidelines**

**“All buildings constructed at The Crossings Lots 19, 20 and 21 shall comply with the architectural and design requirements as contained herein. In all instances, all homes shall comply with the building regulations of the City of Anacortes and any other governmental agency that has jurisdiction over the construction process. Buildings and homes constructed are to reflect a style which will be harmonious with homes in the vicinity.**

**Specific Exterior Style Considerations:**

1. All roofing materials shall be Architectural Grade composition shingle. Roofing material shall be in dark “Earth Tone” color in the brown, black or gray family.
2. Bold colors are allowed should only be used as an “accent” (i.e. front door other lessor features).
3. Cement based (hardi products or similar) and high-quality metal siding products will be accepted.
4. Exterior paint should reflect and be harmonious with the homes in the vicinity.
5. Change of siding materials should be encouraged at inside angle points or when building massing increases or decreases.
6. Exterior lighting dark sky standards, indirect down lighting.
7. Setbacks per City of Anacortes minimums unless otherwise shown on the face of the plat.
8. Height Restrictions per City of Anacortes maximums or restrictions per recorded plat whichever is most restrictive.
9. Landscape should consist predominantly of grass, bark mulch, native stone and/or gravel and plants, trees, and shrubs native to the west coast states of Oregon and Washington.
10. Fences shall be architectural in design and complimentary to the home’s architecture.
11. Retaining walls shall be stacked stone native to Fidalgo Island.
12. Driveways shall be exposed aggregate or natural brushed concrete.

**Not Permitted:**

1. Design themes imported from other geographic areas (i.e. French Chateau or Southwest Hacienda)
2. No modular or similar construction.
3. Roofing materials: Torch down, wood shingles, concrete, or clay tile.
4. Lighting the causes unnecessary glare and light pollution.
5. Landscape: rock, gravel, or cobble not naturally found in Western Washington
6. Fences: No chain link, vinyl, or barbed wire.

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

10/6/2022 10:49 AM