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Attn: Matt Hanna
524 Second Avenue, Suite 500
Seattle, WA 98104

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DOCUMENT TITLE:	Declaration of Senior Community
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	N/A
GRANTOR:	Manny's Place LLC, a Washington limited liability company
GRANTEE:	Manny's Place LLC, a Washington limited liability company
ABBREVIATED LEGAL DESCRIPTION:	NE Qtr of SE Qtr of Sec 19, Twnshp 35 N, Rng 5 E.W.M. SE of Hwy.
ASSESSOR'S TAX PARCEL NO(S).	350519-4-002-0000

DECLARATION OF RESTRICTIVE COVENANTS FOR STORAGE TANKS

THIS DECLARATION OF SENIOR COMMUNITY (the "Agreement") is made this 20th day of April, 2023, by Manny's Place LLC, a Washington limited liability company ("Declarant"), based upon the following:

RECITALS

A. Declarant is the owner of that certain real property ("Real Property") known as Van Fleets Mobile Home Park (the "Community") located at 24835 Hoehn Road, Sedro Woolley, WA 98284 situate in Skagit County, Washington and legally described in Exhibit A.

B. Declarant developed the Real Property into a mobile home park which is occupied solely by and was designed for senior residents who are all over the age of fifty-five (55).

C. Declarant is recording this covenant to establish an age qualified community and to restrict use, occupancy and alienation for residents of the Real Property.

D. It is the intention of Declarant to sell and convey lots within the Community for use as single family "Residences" to "Owners", subject to the protective covenants, conditions, restrictions, limitations, and limitations between Declarant and Owners as set forth in this Agreement, and any duly adopted amendments thereto.

E. This Agreement shall restrict the occupancy of Residents and Owners within the Community described in Exhibit A of this Agreement to Qualified Permanent Residents, as that term is defined herein. By adhering to the occupancy age restrictions set forth in this Agreement, Declarant also intends that the Community constitute an age fifty-five (55) or older community under the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), 42 U.S.C. Section 3601 et. Seq., as amended by the Housing for Older Persons Act of 1995 (Pub L. 104-76, 109 Stat, 787) (referred to herein as an "Age Qualified Community").

DEFINITIONS

"Lot" Any contiguous portion of the Property, whether improved or unimproved, other than Common Area and property dedicated to the public, which may be independently owned, conveyed, developed and used as a mobile home residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements

"Owner" One or more Persons who hold the record title to any Lot, or

"Unit" with respect to a Lot, except persons holding an interest merely as security for the performance of an obligation, in which case the equitable owner will be considered the Owner. Unless a recorded contract of sale specifically provides otherwise, the purchaser (rather than the fee owner) will be considered the Owner thereon.

"Permitted Health Care Resident" A person hired to provide live-in, long term, or terminal health care to a Qualifying Resident.

"Qualifying Permanent Resident" A person fifty-five (55) years of age or older who occupies a Residence.

"Residence" A private, single-family dwelling constructed or to be constructed on any Lot/Unit.

"Resident" means:

(a) An Owner of a Lot or Unit actually residing thereon and/or therein;

(b) Any person who has executed a contract to purchase any Lot actually residing thereon and/or therein (i.e., renting until his/her Residence is completed), regardless of whether the contract is recorded, and each tenant or lessee of a Lot actually residing thereon and/or therein; and

(c) Members of the immediate family, or other Qualifying Permanent Residents of each Owner and of each buyer and tenant referred to in subparagraph (b) actually living in the same household in the Community with such Owner or such buyer or tenant; and

(d) In accordance with the laws and regulations relating to developments which are intended to provide housing for persons fifty-five (55) years of age or older, at least eighty percent (80%) of the occupied Residences within the Community must be occupied by at least one (1) Qualifying Permanent Resident.

"Use Restrictions" The restrictions and rules adopted under this Agreement as they may be amended by the Board from time to time.

AGREEMENT

In consideration of the above recitals, which are incorporated herein by this reference, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned covenants, stipulates and agrees as follows:

1. Age Qualified Community – Restrictions on Use, Occupancy and Alienation.

(a) Restrictions on Occupancy. The Real Property within the Community are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Agreement are intended to be consistent with, and are set forth in order to comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), as amended 42, U.S.C. 3601-3619 and the Housing for Older Persons Act of 1995

(Pub Law 104-76, 109 Stat, 787), the exemption set out in 42 U.S.C. §3607(b)(2)(C), and the regulations promulgated thereunder (collectively, as may be amended, the “Act”) regarding discrimination based on familial status. Except as provided in this Agreement, each Residence within the Community, must be occupied by at least one (1) Qualifying Permanent Resident. Except as provided herein, no person under eighteen (18) years of age shall occupy or reside in a Residence within the Community. The Declarant, in its sole and absolute discretion, shall have the right and power to determine when a person “occupies or resides” in the Community, provided that such determinations are consistent with the requirements of this Agreement.

(i) To be in compliance with the Act as an age qualified community, at least eighty percent (80%) of the occupied Residences (which may include other structures ancillary to a principal dwelling) within the Community shall at all times have as a permanent occupant at least one (1) Qualifying Permanent Resident; provided however, that a Permitted Health Care Resident may occupy a Residence for any period that such person is actually providing live-in, long-term, or hospice care to a Qualifying Permanent Resident for compensation. In the event of death of hospitalization or other prolonged absence of a person who was the sole Qualifying Permanent Resident of a Resident, or in the event of the dissolution of the Qualifying Permanent Resident’s marriage, then at the Declarant’s sole and absolute discretion, any person eighteen (18) years of age or older who occupied a Residence within the Community with such Qualifying Permanent Resident at the time he or she ceases to occupy said Residence may continue to occupy the Residence with no Qualifying Permanent Resident, unless such occupancy (a) would result in fewer than eight percent (80%) of the occupied Residences being occupied by one (1) person fifty-five (55) years of age or older, or (b) considering other factors the Declarant deems appropriate, may jeopardize (whether at the time of the request or in the future) the Community’s status as “housing for older persons” under the Act.

The Declarant shall exercise its sole and absolute discretion based upon criteria that the Declarant shall determine as appropriate, including, without limitation, information then known to the Declarant concerning potential or pending changes in occupancy of other Residences within the Community, the ages of the persons requesting such permission, the proximity to age fifty-five (55) of those occupants of other Residences within the Community then under such age, and any other information known to and deemed relevant by the Declarant in its sole discretion. Any request submitted to the Declarant pursuant to this Section shall be a written request setting forth the names and ages of all proposed residents and occupants of the Residence and such other information as the Declarant reasonably may require.

(ii) A person under eighteen (18) years of age may reside in a Residence as a guest of the occupants the Residence for a period of not more than sixty (60) days in

any calendar year. Any such person shall be deemed to reside in a Residence on any day that person remains overnight or sleeps at the Residence. By way of example, rather than limitation, a ten (10) year old individual may temporarily reside in a Residence for forty-five (45) days, and the same or a different ten (10) year old individual may temporarily reside in the same Residence for a subsequent fifteen (15) day period. As such, the total number of days during any calendar year that any one (1) or more individuals under eighteen (18) years of age may reside in a Residence pursuant to this Section 1(a) shall not exceed sixty (60) days.

(iii) Nothing in this Section 1(a) is intended to restrict the ownership of or transfer of title to any Unit, provided, no Owner under the age of fifty-five (55) may occupy a Residence unless the requirements of this Section 1(a) are met nor shall any Owner permit occupancy of the Residence in violation of this Section 1(a). Owners shall be responsible for including a statement that the Units within the Community are intended for the housing of persons fifty-five (55) years of age or older, as set forth in this Agreement, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and for clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Unit. Every lease of a Unit shall provide that failure to comply with the requirements and restrictions of this Agreement shall constitute a default under the lease.

(iv) In the event of any change in occupancy of any Residence, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of the Residence shall immediately notify the Declarant in writing and provide to the Declarant the names and ages of all current occupants of the Residence and such other information as the Declarant may reasonably require to verify the age of each occupant. In the event that an Owner fails to notify the Declarant and provide all required information within ten (10) days after a change in occupancy occurs, the Declarant may levy monetary fines against the Owner and the Unit for each day after the change in occupancy occurs until the Declarant receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section 1(a), in addition to all other remedies available to the Declarant under this Agreement and Washington law.

The Declarant may enforce the restrictions of this Agreement, in any legal or equitable manner available, as the Declarant deems appropriate, including, without limitation, conducting a census of the occupants of Residences, requiring that copies of birth certificates or other proof of age for each occupant be provided to the Declarant, on a periodic basis, and taking action to evict the occupants of any Residence which does not comply with the requirements and restrictions of this Agreement. Each

Owner shall fully and truthfully respond to any Declarant request for information regarding the occupancy of the Residence on his or her Unit which, in the Declarant's judgment, is reasonably necessary to monitor compliance with this Section. Each Owner hereby appoints the Declarant as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of any Residence on his or her Unit as necessary to enforce compliance with this Section 1(a).

3. **Indemnification.** Each current and future Owner of each of the Lots, or tract as applicable ("Indemnifying Party") agrees to indemnify, defend and hold the current and future owner of the other Lots or tract, as applicable ("Indemnified Party") harmless from and against any and all claims for damages suffered and other loss, cost or other expense incurred by the Indemnified Party, including but not limited to, attorneys' fees, resulting from any claim, demand or action asserted by any party against the Indemnified Party arising out of the wrongful conduct, including negligence, of the Indemnifying Party, its employees, agents, tenants, contractors, invitees or licensees, in the exercise of the rights granted or performance of the obligations in this Agreement. The foregoing indemnification shall not apply to any claims or losses arising out of or caused by the gross negligence or willful misconduct of the Indemnified Party, its employees, agents, tenants, contractors, invitees or licensees. If the damages, claims, liabilities or expenses so arising are caused by the concurrent negligence of the owners of both Lots or their respective employees, agents, tenants, contractors, invitees or licensees, the Indemnifying Party shall indemnify the Indemnified Party only to the extent of the negligence of the Indemnifying Party, or that of its employees, agents, tenants, contractors, invitees or licensees.

4. **Enforcement.** In addition to any other remedy, Declarant, and its successors and assigns shall have the right to obtain injunctive relief for any violation of the covenants in this Agreement. The failure to enforce any of the covenants shall not bar their enforcement. The rights provided in this Agreement shall be in addition to any rights provided at law or equity.

5. **No Termination Upon Breach.** It is expressly agreed that no breach of this instrument shall entitle Declarant, and its successors and assigns to cancel, rescind or otherwise terminate this Agreement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which such party may have hereunder by reason of any breach of this Agreement.

6. **No Merger.** It is the express intention of Declarant that the covenants granted herein shall not be invalid, extinguished or terminated solely by reason of common ownership at any time of the Lots or tracts as applicable.

7. **Runs with the Land.** This Agreement and the appurtenant declarations, limitations, covenants, conditions, and restrictions granted, reserved or otherwise set forth herein ("Covenants") shall run with the land, shall in all respects constitute covenants enforceable at law and in equity, and servitudes burdening the land, and shall be binding on Declarant's successors and assigns. The Covenants shall inure to the benefit of and be binding upon, the owners of the Lots and tracts as applicable and their successors and assigns to all or any portion of the Lots or tracts as applicable. Following conveyance of one or more of the Lots or tracts as applicable, the new Lot or tract owner shall be solely responsible for all obligations under this Agreement arising after the date of conveyance and the former Lot or tract owner shall be released from all such obligations.

8. **General Provisions.**

8.1 **Exhibits.** Exhibit A attached hereto are incorporated herein.

8.2 **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Washington without giving effect to principles or provisions thereof relating to conflict of laws or choice of law.

8.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

8.4 **Waiver.** A Lot owner or tract owner as applicable may, at any time or times, at its election, waive any of its rights or the obligations of the other Lot or tract owner hereunder, but any such waiver shall be effective only if contained in a writing signed by the Lot or tract owner to be bound by the waiver. No waiver shall be deemed a waiver of any other right or obligation or of a subsequent occurrence of the same or similar breach or other circumstance with respect to which the waiver was given. Additionally, no delay or omission on the part of a Lot or tract owner in exercising any rights, power or remedy provided in this Agreement shall be construed as a waiver of or acquiescence in any breach of the terms and conditions set forth herein.

8.5 **Severability.** The invalidation by a court of any covenant, restriction, limitation or agreement contained herein shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

8.6 **Attorney's Fees.** If any Lot owner brings a legal proceeding to enforce or obtain a declaration of their rights under this Agreement, the substantially

prevailing party in such legal proceeding shall be entitled to recover their reasonable costs and attorney's fees from the non-prevailing party, whether incurred in arbitration, at trial or on appeal, or in any bankruptcy proceeding.

8.7 **Further Assurances.** Any Lot owner shall execute such further documents from time to time as may be necessary or convenient to accomplish the purposes and intent of this Agreement, including but not limited to amendments to conform or correct the legal description of the Lots or the portions of the Lots covered by the easements granted hereunder.

8.8 **Entire Agreement; Amendment.** This Agreement contains the final expression of the entire agreement with respect to the subject matter of this Agreement. No amendment to this Agreement shall be effective unless signed by all owners of the Lots as of the date of such amendment and recorded in the real property records of Snohomish County, Washington.

DECLARANT:

Manny's Place LLC,
a Washington limited liability company

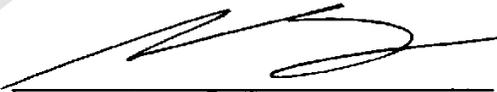

By: Michael Sinitich
Its: Manager

EXHIBIT A**Legal Description of Van Fleets Mobile Home Park**

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 E.W.M., LYING SOUTHEASTERLY OF THE PAVED HIGHWAY.

EXCEPT FROM THE ABOVE DESCRIBED PREMISES ALL ROAD RIGHTS OF WAY AND ALSO EXCEPT A TRACT DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, AND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 35 NORTH, RANGE 5 E.W.M., WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 E.W.M.,
THENCE RUNNING SOUTH 88°59' WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 131.35 FEET;
THENCE SOUTH 52°11'30" WEST A DISTANCE OF 329.54 FEET;
THENCE SOUTH 37°48'30" EAST A DISTANCE OF 508.4 FEET;
THENCE SOUTH 52°11'30" WEST A DISTANCE OF 957.41 FEET;
THENCE NORTH 50°05" WEST A DISTANCE OF 47.48 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 20;
THENCE SOUTH 88°59" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 640.08 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THE ABOVE DESCRIBED PREMISES THE EAST 20 ACRES OF THE WEST 40 ACRES THEREOF;

AND ALSO EXCEPT FROM THE ABOVE DESCRIBED PREMISES THAT PORTION THEREOF IN SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 E.W.M., IF ANY, LYING WEST OF THE WEST LINE OF THE EAST 12.8 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, LYING SOUTHWEST OF HANSON CREEK.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.