



202312190054

12/19/2023 01:54 PM Pages: 1 of 17 Fees: \$219.50
Skagit County Auditor

AFTER RECORDING, RETURN TO:

Law Offices of Gregory E. Thulin, PS
3130 Howe Pl, Ste. 101
Bellingham, WA 98226
360-715-8599

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
N18 TRIPLEX

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
RESERVATIONS FOR N18 TRIPLEX

GRANTOR:

N18, LLC

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

LOTS 9 & 10, BLK 50, MAP OF THE CITY OF
ANACORTES

TAX PARCEL NOS.:

P55193

TABLE OF CONTENTS

ARTICLE I
IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE.....1
 1.1. Identification of Declarant and Property1
 1.2. Identification of Platting Documents, Community & Land Burdened1
 1.2.1. Platting Documents1
 1.2.2. Legal Description of Land Burdened by Covenants1
 1.2.3. Identification of the Community1
 1.3. Purpose1

ARTICLE II
DEFINITIONS2

ARTICLE III
DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES3
 3.1. Development Plan3
 3.2. Private Driveways, Walkways, Sewers and Storm Drainage3
 3.2.1. Private Driveways3
 3.2.2. Private Walkways3
 3.2.3. Sewers3
 3.2.4. Storm Drainage3
 3.2.5. Water Service4
 3.2.6. Power and Cable4
 3.3. No Association4

ARTICLE IV
RESIDENTIAL UNITS & UPKEEP4
 4.1. Number and Location4
 4.2. Initial Construction of Building, Units and Other Improvements Within the Property4
 4.3. No Permanent Construction Within Easements5
 4.4. Upkeep of Units5
 4.4.1. Owners’ General Responsibility5
 4.4.2. Party Walls5
 4.5. Upkeep of Building, Private Driveways, Walkways, Utilities, Fencing and Landscaping6
 4.5.1. Building6
 4.5.2. Private Driveways6
 4.5.3. Private Walkways7
 4.5.4. Utilities7
 4.5.5. Fencing and Landscaping7
 4.6. Adjustment of Accounts for Maintenance Share – Reserve Account Authorized8
 4.7. Enforcement8
 4.8. Owner’s Individual Liability8
 4.9. Right of Access8

ARTICLE V
PERMITTED USES8
 5.1. Permitted Uses8
 5.1.1. Residential Use8
 5.1.2. Noise, Offensive or Illegal Activity9
 5.1.3. Vehicle Operation and Parking Restrictions9
 5.1.4. Signs9
 5.2. Uses by Declarant9

ARTICLE VI
COMPLIANCE WITH LAW AND COVENANTS 10
6.1. Compliance by Owners and Occupants 10
6.2. Legal Proceedings 10
6.3. Costs and Attorney's Fees 10
6.4. No Waiver of Rights 10

ARTICLE VII
EASEMENTS 10
7.1. Easements for Units and Unit Owners 10
 7.1.1. In General 10
 7.1.2. Specific Easement Shown on Survey Map 10
7.2. Easement for Utilities 11
7.3. Easement for Storm Drainage 11
7.4. Easement for Power, Cable and Fiber 11

ARTICLE VIII
AMENDMENT OF DECLARATION OF COVENANTS 11
8.1. Procedure for Amendment of Declaration of Covenants 11
8.2. Recordation Required 12
8.3. Amendments by Declarant 12

ARTICLE IX
MISCELLANEOUS 12
9.1. Severability 12
9.2. No Right of First Refusal 12
9.3. Effective Date 12

EXHIBIT "A" 14

ARTICLE I
IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

N18, LLC, a Washington limited liability company, hereinafter referred to as the "Declarant," is the owner in fee simple of the parcel of land in the City of Anacortes described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property").

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

1.2.1. Platting Documents. There has been recorded with the Auditor of Skagit County, Washington a certain unit lot subdivision plat map, at Skagit County Auditor's File No. 202312190053. The unit lot subdivision plat map is hereinafter referred to as the "Survey Map". The Survey Map depicts the location and dimensions of various Lots within the Property, together with other necessary information.

1.2.2. Legal Description of Land Burdened by Covenants. The land burdened by this Declaration of Covenants consists of the land included legally described in Exhibit "A" attached hereto and incorporated herein.

1.2.3. Identification of the Community. The three (3) Units and the land as described in Section 1.2.2, and any Common Areas described in this Declaration of Covenants shall be known collectively as the "Community" which also shall be known as "N18 Triplex".

1.3. Purpose.

This Declaration of Covenants, together with the Survey Map referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the Property mutually beneficial to all of the described Units in Section 1.2.2 herein. Because this Community contains less than twelve (12) Units and any assessments contemplated are, in good faith, estimated to be no more than \$300.00 average per Unit annually, this Community is exempt from the provisions of RCW Chap. 64.90. These covenants, conditions, restrictions, reservations and plan, are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Unit defined in Section 1.2.2 herein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Units under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE II
DEFINITIONS

- 2.1. "Building" means the triplex constructed on the Property described in Section 1.2 hereof, containing the three (3) Dwelling Units.
- 2.2. "Community" means all the Property described in Section 1.2 hereof, along with all the improvements constructed therein, and all other institutions and things serving the Owners of Units therein.
- 2.3. "Conveyance" means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.
- 2.4. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants.
- 2.5. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.
- 2.6. "Development Plan" means any formal plan of development, however termed under the Ordinance, approved by the City of Anacortes. The term also includes any amendments thereto approved by applicable governmental entities.
- 2.7. "Dwelling Unit" means the principal housing structure consisting of the separate Units within the Building, as depicted on the Survey Map.
- 2.8. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.
- 2.9. "Mortgage" means a mortgage, deed of trust or real estate contract.
- 2.10. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental body or agency, or other legal entity.
- 2.11. "Preventative Maintenance" means such Upkeep as shall be necessary from time to time to prevent premature failure of any component of a Lot or the Building.
- 2.12. "Property" or "the Property" means all the real property described as being contained within the Survey Map.
- 2.13. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.14. "Unit" means a physical portion of the Building consisting of the Dwelling Unit and associated real property designated for separate ownership as depicted on the Survey Map.

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

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

ARTICLE III

DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES

3.1. Development Plan.

The Units in this Community were authorized to be created by the City of Anacortes, with the initial Site Plan Review, approved by the City of Anacortes on March 13, 2023 (ULS-2023-001), and pursuant to the Unit Lot Subdivision provisions of the Anacortes Municipal Code, specifically, AMC 19.32.050(D), subject to certain conditions appearing on the face of the Survey Map, some of which are reproduced in the text of the Covenants which follow.

3.2. Private Driveways, Walkways, Sewers and Storm Drainage

3.2.1. Private Driveways. The Units in the Community are served by three (3) separate private driveways, which provides access to each of the Units from the southern alleyway, off of N. Avenue, as depicted on the Survey Map. Each driveway shall provide sole access and use from the corresponding Unit's garage to the southern alleyway. The owner of each Unit shall have sole responsibility for the Upkeep of the driveway serving their Unit, at their sole cost and expense.

3.2.2. Private Walkways. The Units in the Community are served by three (3) separate private walkways each of which is connected to the existing sidewalk adjacent to 18th Street, as depicted on the Survey Map. Each sidewalk adjacent to 18th Street provides sole pedestrian access and use to the porch of each corresponding Unit. The owner of each Unit shall have sole responsibility for the Upkeep of the sidewalk serving their Unit, at their sole cost and expense.

3.2.3. Sewers. The Units in the Community are each served by separate sanitary sewer lines, stemming from a common line, the locations as depicted on the Survey Map. Each Unit is responsible for any costs associated with Upkeep of the portion of the sanitary sewer line solely serving their Unit; costs associated with Upkeep of the sanitary sewer line serving more than one Unit, shall be shared equally by those whose Units are served.

3.2.4. Storm Drainage. The Units in the Community are each served by separate storm drainage lines and gutters/downspouts, stemming from separate lines, gutters or downspouts,

to a common line, the locations as depicted on the Survey Map.

(a) Gutters/Downspouts. Each Unit is responsible for any costs associated with Upkeep of the portion of the storm drainage line and gutter/downspout solely serving their Unit.

(b) Common Storm Drainage Line. The costs associated with Upkeep of the storm drainage line serving more than one Unit, shall be shared equally by those whose Units are served.

3.2.5. Water Service. The Units in the Community are each served by separate water lines, stemming from water meters as depicted on the Survey Map. Each Unit is responsible for the water line serving their separate Unit, at their sole cost and expense.

3.2.6. Power and Cable. The Units in the Community are each served by separate underground power and cable lines, stemming from a transformer and fiber vault within Unit 1, the location of which is depicted on the Survey Map. Each Unit is responsible for the power and cable lines serving their separate Unit, at their sole cost and expense. *See*, Section 7.5 for more information. The cost to repair, replace or maintain the transformer and fiber vault on Unit 1 shall be shared equally between the Unit Owners.

3.3. No Association.

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

ARTICLE IV
RESIDENTIAL UNITS & UPKEEP

4.1. Number and Location.

The Community contains one Building with three (3) Units zoned for residential use which were created pursuant to the City of Anacortes' Lot Unit Subdivision ordinance, AMC 19.32.050(D), and a certain survey map, recorded at Skagit County Auditor's File No. 202312190093 (collectively "Survey Map"). The location of the Building, the Units and their dimensions are shown on the Survey Map.

4.2. Initial Construction of Building, Units and Other Improvements Within the Property.

The Building and related improvements, including fencing, have been constructed within the Property by or under the direction of the Declarant, according to a common design established by the Declarant and approved by the City of Anacortes on February 9, 2023 (BLD-2022-0957), or as otherwise amended and approved by the City of Anacortes. Any alterations or improvements within the Building or any Unit in the Community that requires a permit shall be constructed in accordance with the building code and other applicable ordinances of the City of Anacortes.

4.3. No Permanent Construction Within Easements.

No permanent building, deck or other significant structure shall be constructed within the easement areas on the Units depicted on the Survey Map.

4.4. Upkeep of Units.

4.4.1. Owners' General Responsibility. Each Unit Owner, at such Unit Owner's sole expense, shall have the right and the duty to keep the Dwelling and its equipment, appliances, and fixtures contained therein in good order, condition and repair, and shall do all interior redecorating at any time necessary to maintain the good appearance and condition of the Dwelling. Each Owner shall also be responsible for the Upkeep of landscaping, decks, porches and any and all other exterior portions of the Unit, along with individual heating, ventilating or air-conditioning equipment, wherever located, installed for the sole and exclusive use of the Unit, and of any hot tub or other structure, device or equipment lying outside the Dwelling but lying within the Unit. This Section shall not be construed as permitting any interference with or damage to the structural integrity of either the Building or of any other Unit(s).

4.4.2. Party Walls. In addition to the responsibility requirements of Owners contained in Section 4.4.1, all Unit Owners shall have the following responsibilities concerning Party Walls:

(a) The cost of maintaining each Party Wall shall be borne equally by the owners of the Dwelling Units on either side of said Party Wall.

(b) In the event of damage or destruction to any Party Wall, shared monolithic slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the Dwelling Units on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of repair or rebuilding shall be borne equally by the owners whose Dwelling Units adjoin said Common Structure. Each such owners shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure and/or the non-negligent owner's Dwelling Unit, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his/her share, or all of such costs in case of negligence, the other party may have such Common Structure, and any portion of the Dwelling Unit, repaired or restored and shall be entitled to have a mechanic's lien on the Dwelling Unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law.

(c) No Owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the

purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain the same.

(d) Each Owner shall keep all exterior walls of his or her Dwelling Unit in good condition and repair at his or her sole cost and expense. No Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the Building (i.e. variance in design, colors, roofing, etc.).

(e) An Owner who, by his or her negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure.

(f) If any monolithic slab repairs are required, the entire monolithic foundation must be involved in the repair process. Owners of all Dwelling Units affected must cooperate regarding repairs to the slab. Each party shall share equally in any such necessary repair.

4.5. Upkeep of Building, Private Driveways, Walkways, Utilities, Fencing & Landscaping.

4.5.1. Building. All Owners of Dwelling Units are equally responsible for the Upkeep to the Building, including, but not limited to, the roof, exterior walls, siding, foundation, windows and doors, subject to the following provisions:

(a) Preventative Maintenance. The Owners of Dwelling Units within the Building shall mutually agree upon a schedule of routine Preventative Maintenance for all components of the Building that requires the same, establishing appropriate times during each year when such maintenance should occur, and identifying qualified contractors to perform such inspections and Preventative Maintenance. The costs of such Preventative Maintenance shall be shared equally between the Unit Owners.

(b) Repairs and Maintenance. Any necessary maintenance or repair work on the Building shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the Owners. The Owners shall determine when the work shall occur and which of the owners shall enter into a contract for such repairs; the Non-contracting Parties shall be liable to the Contracting Party as hereinafter provided and subject to Sections 4.6 and 4.7 herein. All costs of Upkeep shall be shared equally between Units 1, 2 and 3, subject to the provisions of Section 4.8 herein.

4.5.2. Private Driveways. The Lot Owners benefitting from the private driveways, as depicted on the Survey Map, are required to provide Upkeep to the private driveways, and any improvements required thereon, subject to the following provisions: Each Unit owner shall inspect the private driveway serving their respective Unit in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep the private driveway functional, in good repair and appearance, for the benefit of the Unit. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owner of the Unit which driveway needs maintenance or repair. All

costs of such maintenance and repair shall be the sole responsibility of the Owner of the Unit which the private driveway serves.

4.5.3. Private Walkways. The Lot Owners benefitting from the private walkways, as depicted on the Survey Map, are required to provide Upkeep to the private walkways, and any improvements required thereon, subject to the following provisions: Each Unit Owner shall inspect the private walkway serving their respective Unit in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep the private walkway functional, in good repair and appearance, for the benefit of the Unit. Any necessary maintenance or repair work in excess of \$500.00 shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the owner of the Unit which walkway needs maintenance or repair. All costs of such maintenance and repair shall be the sole responsibility of the Owner of the Unit which the private walkway serves.

4.5.4. Utilities.

(a) Generally. Subject to and in addition to the provisions of Section 4.5.4(b) below, prior to any owners of Units 1, 2 or 3 performing any installation, maintenance or repairs to the utilities serving solely such owner's Unit, notice shall be provided to the other Unit Owners. The notice shall contain a description of the work to occur and the proposed date(s). All costs associated with the installation, maintenance or repairs of utilities shall be the sole responsibility of the owner of the Unit so benefitted by such utility. If the utility is shared, the Owners of Units sharing the utility(ies) shall share the costs of installation, maintenance or repairs equally.

(b) Power and Cable. Prior to any owners of Units within the Building performing any installation, maintenance or repairs to the power or cable lines that involves work on the power vault, notice shall be provided to the owner of Unit 1, if such work is within the transformer and power vault area, as described in Section 7.5 herein. The notice shall contain a description of the work to occur and the proposed date(s). All costs associated with the installation, maintenance or repairs of the transformer, power line or cable shall be the sole responsibility of the owner of the Unit so benefitted by such power or cable line. Any such owner having the work performed, shall return the yard of Unit 1 and the common driveway to substantially the same condition it was in prior to the work being performed.

4.5.5. Fencing and Landscaping.

(a) Fencing. The front yard of each Unit may contain a fence, as approved by the City of Anacortes. Each Unit Owner shall be responsible for the Upkeep of the fence within their respective Unit at their sole cost and expense. The Owner of Unit 3 shall be solely responsible for maintaining the privacy fencing along the easterly property line.

(b) Landscaping. Each Unit Owner is responsible for the Upkeep of the landscaping on their respective Lot, at their sole cost and expense, as well as the Upkeep of the street trees and landscaping in the right-of-way immediately adjacent to each Unit, at their sole cost and expense.

4.6. Adjustment of Accounts for Maintenance Share – Reserve Account Authorized.

Upon completion of the preventative maintenance to the Building, the owners of all Units shall determine their respective liabilities for Maintenance Share. The non-contracting Parties shall pay their Maintenance Share for such costs to the Contracting Party within 30 days of presentation of an invoice or bill therefor presented either by the contractor doing the work or by the Party who has paid the contractor for such work. Any portion of a Party's Maintenance Share remaining unpaid longer than 30 days following its due date shall bear interest at the rate of 12% per annum, or the rate charged by the contractor on the unpaid balance, whichever is greater. Alternatively, or in addition, the Owners, may separately agree to establish and maintain, at a reputable financial institution, a reserve fund designed to provide funding for long-term maintenance and repair to the Building. In the event that such a reserve fund is established, the owners' respective payments made into such account shall be deemed to constitute portions of the Maintenance Shares of the Parties.

4.7. Enforcement.

It is hereby agreed that should any owner fail to pay their respective share of any costs to improve, repair or maintain the Building, the other owners may pay for the non-paying owner's share. In such event, the paying owner(s), shall have a lien against the non-paying owner's real property and improvements. The lien arising under this section may be enforced judicially by the paying owner or their authorized representative in the manner set forth in chapter 61.12 RCW. The paying owner(s) or their authorized representative shall have the power to purchase the non-paying owner's real property and improvements at the foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be eight months. The paying owner may elect to take a deed in lieu of foreclosure in any such proceeding.

4.8. Owner's Individual Liability.

To the extent that any expense for Upkeep is caused by the negligence of any Owner of a Unit or that Owner's tenant, guest, invitee, or Occupant, such Unit Owner and their respective Unit shall be solely responsible for all such expenses/costs of the Upkeep.

4.9. Right of Access.

Each Unit Owner shall afford the other Unit Owners, as needed, and their agents, access through the Owner's Unit as may be reasonably necessary for the purposes of maintenance, repair and replacement of the landscaping, fencing, driveways or walkways, pursuant to the terms herein.

ARTICLE V
PERMITTED USES

5.1. Permitted Uses.

5.1.1. Residential Use. The Units in this Community are intended to be used for

residential purposes, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses normally incident to such purposes. Parts of a Dwelling also may be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, bulk shipping or receiving, noise or other disturbance to other lawful occupants of the Community.

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

5.1.3. Vehicle Operation and Parking Restrictions.

(a) General Restrictions. Vehicle parking is permitted on portions of the Unit which have been improved for such purposes. A minimum of two off-street parking spaces is required per Unit, with the single-car garage of each Unit counting as one parking space.

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

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

5.2. Uses by Declarant.

Nothing in the Declaration of Covenants shall be construed to prohibit the Declarant or its designees from using any Unit owned by the Declarant (or any other Unit with the permission of the Owner thereof) or any portion thereof for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the closing of sales of Units. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Units owned or leased by the Declarant (or any other Unit with the permission of

the Owner thereof), to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Units owned or leased by the Declarant or such persons.

ARTICLE VI
COMPLIANCE WITH LAW AND COVENANTS

6.1. Compliance by Owners and Occupants.

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

6.2. Legal Proceedings.

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

6.3. Costs and Attorney's Fees.

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

6.4. No Waiver of Rights.

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

ARTICLE VII
EASEMENTS

7.1. Easements for Units and Unit Owners.

7.1.1. In General. Each Unit has an easement in and through each other Unit for utilities and for lateral and/or subjacent support.

7.1.2. Specific Easement Shown on Survey Map. Easements shown on the Survey Map are hereby confirmed. Any easement shown on the Survey Map which benefits one or more Units

in the Community, or which benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property. Reference should be made to the Survey Map.

7.2. Easement for Utilities.

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

7.3. Easement for Storm Drainage.

Declarant hereby grants and provides a non-exclusive perpetual blanket easement over and through the Property, six feet (6') in width surrounding the Building, six feet (6') in width over the norther portion of each Unit, and six feet (6') in width along the northerly portion of Unit 3, the locations as depicted on the Survey Map. Such easement is for the purpose of ingress, egress, installation and Upkeep of the storm drainage lines, along with other facilities and equipment necessary for providing storm drainage to the Building and each Unit. Such easement is hereby granted to any person installing or providing Upkeep to such storm drainage lines and associated facilities. Upkeep and use of such easement is addressed in Section 4.5 herein. See the Survey Map for further details.

7.5. Easement for Power, Cable and Fiber.

In addition to the existing easement for power for the benefit of PSE, recorded under Skagit County Auditor's File No. 202305230008, Declarant hereby grants and provides a non-exclusive perpetual blanket easement over and through Unit 1, for the purpose of ingress, egress, installation and Upkeep of a transformer, fiber vault, electrical lines, cables and associated facilities and equipment needed for providing electricity and cable to the Building and each Unit. Such easement is hereby granted to any person installing or providing Upkeep to electrical lines or cables serving their Unit that connect to the transformer and/or fiber vault. Upkeep and use of such easement is addressed in Section 4.5 herein. See the Survey Map for the location of this easement and for further details.

ARTICLE VIII
AMENDMENT OF DECLARATION OF COVENANTS

8.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing

entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 9.3 hereof, amendments may be adopted only if all three (3) of the Owners execute an instrument in writing containing such amendment.

8.2. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

8.3. Amendments by Declarant.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants for so long as the Declarant, or a principal of Declarant, is the Owner of any Unit in the Community or until the expiration of the time limit to exercise any Special Declarant Rights reserved by the Declarant.

ARTICLE IX
MISCELLANEOUS

9.1. Severability.

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

9.2. No Right of First Refusal.

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

9.3. Effective Date.

This Declaration of Covenants shall take effect upon recording.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY WITHIN COMMUNITY

LOTS 9 and 10, BLOCK 50, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, WASHINGTON

Tax Parcel No: P55193

Subject to and together with any covenants, conditions, restrictions, reservations, agreements, encumbrances and other matters of record, including matters depicted on the Survey Map.