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DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
EASY STREET COTTAGES

TITLE OF DOCUMENT:

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND  
RESERVATIONS FOR EASY STREET  
COTTAGES

GRANTOR:

TIGER CLAW LLC

GRANTEE:

THE GENERAL PUBLIC

ABBREV. LEGAL DESCRIPTION:

PTN OF GOV. LOT 2, SEC. 30, T35N, R2E, W.M.

TAX PARCEL NOS.:

P-33094

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ARTICLE I  
IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

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

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

1.2.1. Platting Documents.

There has been recorded with the Auditor of Skagit County, Washington a certain Unit Lot Subdivision plat map, ULS-2023-0009, showing the location and dimensions of various lots within the Property, together with other necessary information; this plat map is hereinafter referred to as the "Survey Map"; the Survey Map is recorded at Auditor's File No. 20240529-0012

1.2.2. Legal Description of Land Burdened by Covenants.

The land burdened by this Declaration of Covenants consists of six (6) Units and three (3) common area Tracts in the Survey Map described above; the land included within the Survey Map is legally described in Exhibit "A" attached hereto and incorporated herein.

1.2.3. Identification of the Community.

Six (6) Unit-Lots in the subdivision, 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 "Easy Street Cottages".

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 Unit-Lots in Section 1.2.2 herein. Because this Community contains less than twelve (12) Lots and there are no assessments contemplated, this Community is exempt from the provisions of RCW Chap. 64.90. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon each such Unit-Lot defined in Section 1.2.2 herein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or

part of the Property or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Unit-Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

## ARTICLE II DEFINITIONS

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

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

2.3. "Declarant" means the entity, person or group of persons acting in concert who ~~enacts~~ this Declaration of Covenants.

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

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

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

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

2.8. "Unit-Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the Survey Map.

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

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

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

2.12. "Property" or "the Property" means all the real property described as being contained within the 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. "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 Unit-Lots in this Community were authorized to be created by the City of Anacortes under provisions of the City's Municipal Code, subject to certain conditions appearing on the face of the Survey Map, some of which are reproduced in the text of the Covenants which follow.

##### 3.2. Bioretention Cell and Related Facilities.

There is a utility easement ten feet (10') in width over the south ten feet (10') of Unit-Lots 1, 2, 3, 4 and 5. The Owners of Unit-Lots 1, 2, 3, 4 and 5 shall provide Upkeep to the drainage facilities established and granted within the utility easement that is located within each respective Unit-Lot, with the costs borne equally by the present and future owners of the abutting Unit. Operational and maintenance costs of the bioretention cell facility located within Tract C shall be the responsibility of the Unit-Lot Owners. See Section 4.5.7 for more clarification.

##### 3.3. No Association.

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

### ARTICLE IV

#### RESIDENTIAL UNIT-LOTS

##### 4.1. Number and Location.

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

Survey Map.

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

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

4.3. No Permanent Construction Within Common Areas.

No permanent building, deck or other significant structure shall be constructed within the Common Areas depicted on the Survey Map.

4.4. Upkeep of Unit-Lots.

Each Unit-Lot Owner, at such Unit-Lot 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-Lot, along with individual heating, ventilating or air-conditioning equipment, wherever located, installed for the sole and exclusive use of the Unit-Lot, and of any hot tub or other structure, device or equipment lying outside the Dwelling but lying within the Unit-Lot. 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-Lot(s).

4.5. Upkeep of Unit-Lots, Private Driveway, Walkways, Utilities, Landscaping, Stormwater and Sanitary Sewer Facilities, Bioretention Cell, and Retaining Wall.

4.5.1. Unit Maintenance & Repairs. Each Unit-Lot Owner shall, at his or her sole expense, have the right and the duty to keep the Unit-Lot, its Dwelling and all other improvements in good order, condition and repair and shall do all Upkeep, decorating, landscaping and painting at any time necessary to maintain its good appearance and condition.

4.5.2. Joint Access Driveway and Parking. The Unit-Lot Owners are required to provide Upkeep to the shared private driveway and parking spaces identified as Tract B on the Survey Map, including any improvements required thereon, subject to the following provisions:

(a) Inspections. The Unit-Lot Owners shall each choose a Representative to inspect the shared private driveway and parking spaces in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to

keep the shared private driveway and parking spaces functional, in good repair and appearance. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by a majority of the owners of Unit-Lots in the Community. The representative so appointed 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 maintenance, repair and replacement shall be shared equally between the six (6) Unit-Lots in the Community, subject to the provisions of Section 4.8 herein.

(b) Improvements. Prior to any improvements being made to the shared private driveway or parking spaces, notice of any proposed improvement must be provided to each Unit-Lot Owner within the Community. The notice shall contain an estimated cost of the improvement and a timeline for the improvement to occur. Before the improvement is installed and the cost shared equally, there shall be a majority consent amount the Unit-Lot Owners within the Community. The Unit-Lot Owners shall act in good faith in discussing and agreeing upon proposed improvements.

4.5.3. Private Pedestrian Access Walkways. Each Unit-Lot Owner within the Community shall inspect the private walkway immediately North of Unit-Lots 1 through 5, and South and East of Unit 6, as well as that portion serving their respective Unit-Lot, 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 their Unit-Lot. 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-Lot whose walkway needs repair. All costs of such maintenance and repair shall be the sole responsibility of the Owner of Unit-Lot associated with such walkway.

4.5.4. Utilities. Prior to any owners of Unit-Lots within the Community performing any installation, maintenance or repairs to the utilities serving solely such owner's Unit-Lot, notice shall be provided to the other Unit-Lot Owners within the Community. 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-Lot so benefitted by such utility. If the utility is shared, the Owners of Unit-Lots sharing the utility(ies) shall share the costs of installation, maintenance, or repairs equally.

4.5.5. Landscaping.

(a) Generally. Each Unit-Lot Owner is responsible for the Upkeep of the Landscaping of their respective Unit-Lot, at their sole cost and expense. Additionally, each Unit-Lot Owner is responsible for the Upkeep of the landscaping within Tract A and Tract B that is immediately adjacent to their respective Unit-Lot, according to the Tree Preservation Plan, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

(b) Trees. Each Unit-Lot Owner is responsible for maintaining the



trees planted within their respective Unit-Lot, as shown on the Tree Preservation Plan, in accordance with the Tree Preservation standards of Anacortes Municipal Code Title 16.50, or as amended, at their sole cost and expense. Further, each Unit-Lot Owner is responsible for maintaining the trees within Tract A and Tract B, that are located adjacent to each Unit-Lot, as shown on the Tree Preservation Plan, in accordance with the Tree Preservation standards of Anacortes Municipal Code Title 16.50, or as amended, at their sole cost and expense. As of execution of this Declaration, the following Unit-Lots have the following number of trees located within their Unit-Lot and those they are responsible for within Tract A and Tract B:

- Unit 1: Zero (0) trees within Unit-Lot, but responsible for 3 street trees along Commercial Avenue, The Armstrong Gold Maple within Tract A and the Oak Kindred Spirit Tree within Tract B;
- Unit 2: Zero (0) trees within Unit-Lot, but responsible for the Ginkgo Sky Tower tree and Armstrong Gold Maple within Tract A;
- Unit 3: Zero (0) trees within Unit-Lot, but responsible for the Ginkgo Sky Tower tree within Tract A;
- Unit 4: Zero (0) trees within Unit-Lot, but responsible for the Armstrong Gold Maple and the Ginkgo Sky Tower tree within Tract A;
- Unit 5: One (1) tree within Unit-Lot and responsible for the Armstrong Gold Maple within Tract A; and
- Unit 6: One (1) tree within Unit-Lot and the Ginkgo Sky Tower within Tract A.

4.5.6. Upkeep of Private Stormwater and Sanitary Sewer Facilities. Each Unit-Lot Owner shall regularly maintain and repair the private storm drain clean outs and related facilities, as well as the sanitary sewer clean outs and related facilities located within the storm water drainage and sanitary sewer systems serving their Unit-Lot, as depicted upon the Survey Map. All costs of such maintenance and repair shall be borne by the owners of the Unit-Lots abutting the drainage system.

4.5.7. Upkeep of Bioretention Cell. The Unit-Lot Owners are required to provide Upkeep to the Bioretention Cell and associated facilities identified on the Survey Map as Tract C. The Unit-Lot Owners shall each choose a Representative to inspect the Bioretention Cell and associated facilities in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep the Bioretention Cell and associated facilities functional and in good repair. 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 a majority of the owners of Unit-Lots in the Community. The representative so appointed 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 maintenance, repair and replacement shall be shared equally between the six (6) Unit-Lots in the Community, subject to the provisions of Section 4.8 herein.

4.5.8. Upkeep of Retaining Wall. A retaining wall is located along the North, and South boundary lines of the Property, and along the Westerly of the Property, 6.53' East of the Westerly boundary line. The Unit-Lot Owners are required to provide Upkeep to the retaining wall and any fencing along the boundaries of the Property and as such, shall each choose a Representative to inspect the retaining wall and fence(s) in the second quarter of each year to determine the nature and scope of any maintenance or repairs that are necessary to keep the retaining wall and fence(s) functional and in good repair. Any necessary maintenance or work affecting the structural performance of the retaining wall and fence(s) shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by a majority of the owners of Unit-Lots in the Community. The representative so appointed 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 maintenance, repair and replacement shall be shared equally between the six (6) Unit-Lots in the Community, subject to the provisions of Section 4.8 herein.

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

Upon completion of the annual maintenance to the shared private driveway and Bioretention Cell, the owners of all Unit-Lots in the Community 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 shared private driveway, parking spaces and Bioretention Cell, as applicable. 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 their respective responsibilities itemized in Sections 4.4 and 4.5 herein, as applicable, the remaining owners that share such expense, as applicable, 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-Lot or that Owner's tenant, guest, invitee, or Occupant, such Unit-Lot Owner and their respective Unit-Lot shall be solely responsible for all such expenses/costs of the Upkeep.

4.9. Right of Access.

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

4.10. Damaged Improvements.

If a Dwelling or other major improvement located upon a Unit-Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Such work must be commenced within nine (9) months after the casualty and shall be substantially completed within eighteen (18) months after the casualty.

ARTICLE V  
COMMON AREAS

5.1. Common Areas.

The Common Areas of the Community consist of Tract A (walkways, northerly retaining wall, and landscaping); Tract B (shared private driveway, parking spaces, southerly and westerly retaining wall, fencing, landscaping); and Tract C (Bioretention Cell and related facilities), all as depicted on the Survey Map. Each Unit-Lot is an equal, undivided one-sixth (1/6<sup>th</sup>) owner in the Common Areas.

5.2. Maintenance, Repair and Replacement.

The Unit-Lot Owners are equally responsible for the Upkeep of the Common Areas, as more specifically described in Article IV herein.

5.3. No Interference with Common Areas.

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

5.4. Right of Access.

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

ARTICLE VI  
PERMITTED USES

6.1. Permitted Uses.

6.1.1. Residential Use.

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

6.1.2. Trees and Vegetation.

Following the construction of a Dwelling structure on a Unit-Lot, its Owner(s) shall properly maintain any landscaping vegetation on the Unit-Lot, as per Section 4.5.5 hereof, so as to enhance the appearance and value of the Unit-Lots in the Community, prevent the spread of noxious weeds, maintain trees located on the Unit-Lot at a height no greater than the residential dwelling thereon.

6.1.3. Surface Water Run-Off.

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

6.1.4. Noise, Offensive or Illegal Activity.

No person shall cause any unreasonably loud noise anywhere in the Community, nor shall any person permit or engage in any noxious, offensive, or illegal activity, practice or behavior causing annoyance, discomfort or disturbance to any person lawfully present on any

portion of the Property. Quiet hours shall be observed from 11:00 p.m to 6:00 a.m., during which only minimal noise shall be permitted to emanate from any Unit-Lot.

6.1.5. Vehicle Operation and Parking Restrictions.

6.1.5.1. General Restrictions.

Vehicle parking is permitted only within the parking spaces designated on the Survey Map, which have been improved for such purposes. Each Unit-Lot has one (1) parking space allocated to it, with the corresponding parking space number as shown on the Survey Map, being the same as the Unit-Lot it is allocated.

6.1.5.2. No Parking on Private Roadway/Easement.

There shall be no parking, or other temporary or permanent obstruction, within the shared private driveway depicted on the Survey Map. Further, there shall be no parking in any area not labeled parking on the Survey Map, without prior written approval from the City.

6.1.5.3. R.V. Parking, Etc.

Except as hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels", off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 10,000 lbs in gross vehicle weight) or any other type of vehicle or equipment which exceeds 22 feet in length may not be stored, kept or maintained anywhere within the Community. Bona fide Recreational Vehicles may be parked in the shared private driveway area temporarily to facilitate loading, unloading and/or cleaning thereof. 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.

6.1.6. Signs.

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

6.1.7. Underground Utilities.

All utilities are required to be located underground.

#### 6.1.8. Uses by Declarant.

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

### ARTICLE VII COMPLIANCE WITH LAW AND COVENANTS

#### 7.1. Compliance by Owners and Occupants.

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

#### 7.2. Legal Proceedings.

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

#### 7.3. Costs and Attorney's Fees.

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

#### 7.4. No Waiver of Rights.

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

ARTICLE VIII  
EASEMENTS AND SPECIAL DECLARANT RIGHTS

8.1. Easements for Unit-Lots and Unit-Lot Owners.

8.1.1. In General.

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

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

8.2. Easement for Utilities.

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

8.3. Easements for Declarant.

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

8.4. Special Declarant Rights.

8.4.1. Reservation.

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

through the Common Areas for the purpose of making improvements within the Community.

8.4.2. Status of Special Declarant Rights.

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

ARTICLE IX

AMENDMENT OF DECLARATION OF COVENANTS

9.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 9.3 hereof, amendments may be adopted only if at least four (4) of the Owners execute an instrument in writing containing such amendment.

9.2. Recordation Required.

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

9.3. Amendments by Declarant.

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

ARTICLE X

MISCELLANEOUS

10.1. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or



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

10.2. No Right of First Refusal.

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

10.3. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this 28 day of MAY, 2024.

DECLARANT:  
TIGER CLAW, LLC

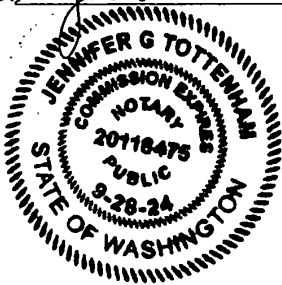
Randy Click

By: Randy Click, Managing Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Randy Click is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of the Declarant Tiger Claw, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 28, 2024.



J. G. Tottenham  
NOTARY PUBLIC for the State of Washington,  
Residing in Arroyo, Skagit County, WA  
My Commission expires 9/28/24

**EXHIBIT "A"****LEGAL DESCRIPTION**

That portion of Government Lot 2, Section 30, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at a point 90 feet South of the Northeast corner of Lot 20, Block 4, "BEALE'S MAPLE – GROVE ADDITION TO THE CITY OF ANACORTES," as per the plat recorded in Volume 2 of Plats, page 19, records of Skagit County, Washington;  
Thence South 90 feet on the West line of Commercial Avenue;  
Thence West to the West line of said Lot 2;  
Thence North 90 feet;  
Thence East to the point of beginning.

EXCEPT any portion of right of way or street known as Commercial Avenue.

Situate in the City of Anacortes, County of Skagit, State of Washington.