

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

RAG Burlington LLC  
Attention: Greg Rairdon  
22101 17<sup>th</sup> Avenue SE  
Bothell, WA 98021

**RECORDER'S COVER SHEET**

**RESTRICTIVE COVENANT**

**Reference number(s) of related documents:** N/A

Additional reference #'s on page \_\_\_ of document.

**Grantor(s):** RAG Burlington LLC, a Washington limited liability company

**Grantee (s):** RAG Burlington LLC, a Washington limited liability company

**Legal Description (abbreviated):** Ptn. SW Section 29, Township 35 North, Range 5 East  
(aka Tract 16, Burlington Hill Business Park BSP)

Additional legal descriptions are on pages 6 of the document.

**Assessor's Property Tax Parcel ID's:** P105951/8002-000-016-0005

Assessor Tax # not yet assigned.

**RESTRICTIVE COVENANT**

This Restrictive Covenant ("Covenant") is executed this 22 day of October, 2025, by RAG Burlington LLC, a Washington limited liability company ("Declarant").

**RECITALS**

A. Declarant is the owner of certain improved real property commonly known as 101 North Hill Blvd, Burlington, WA 98233, and which is legally described on Exhibit "A" and incorporated herein by this reference ("Property").

B. Declarant desires to record a perpetual restriction against the Property prohibiting certain uses of it as described in this Covenant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration and the mutual covenants set forth below, the receipt and sufficiency of which is acknowledged, Declarant states as follows:

**AGREEMENT**

1. **Prohibited Use.** Declarant hereby declares that the Property, including all portions thereof, shall not be used, operated, leased or licensed for the business, trade or commercial activity of selling, offering for sale, leasing, storing or the brokering of any new motor vehicle, including automobiles and trucks.

2. **Touch, Concern and Length.** The Covenant shall be perpetual, appurtenant, shall touch and concern the real property described herein, and shall run with the land. Any subsequent owner of the Property shall own the Property subject to this Covenant.

3. **Modification.** This Covenant shall not be modified without the written consent of the Declarant, the successors or assigns of the Declarant or the heirs of the manager of the Declarant, Greg Rairdon.

4. **Enforcement of Covenant.** If there is a breach of this Covenant, the Declarant shall have the right to enforce this restriction by any proceedings at law or equity, including injunctive relief (without the requirement of a bond) and shall be entitled to damages and all costs of enforcing this Covenant, including reasonable attorneys' fees and costs. This Covenant shall be interpreted broadly consistent with the intent of the Declarant.

5. **General Provisions.**

a. **Binding Effect.** This Covenant shall be binding upon and inure to the benefit of the Declarant as the owner of the Property and its successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the Declarant.

b. **Applicable Law.** This Covenant shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Covenant shall be exclusively in the state and federal courts of Skagit County, Washington.

c. Entire Agreement. This Covenant contains the entire agreement with respect to this matter. It may not be modified except in a writing signed by the party against whom enforcement of the modification is sought.

d. Attorneys' Fees. If any suit or other proceeding is instituted by a party to this Covenant or arising out of or pertaining to this Covenant, including but not limited to filing suit (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded.

e. Severability. If for any reason any portion of this Covenant shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this Covenant and the remaining portions of this Covenant shall remain in full force and effect.

f. Waiver. The waiver by a party of a breach of any provision of this Covenant shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver of this Covenant shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

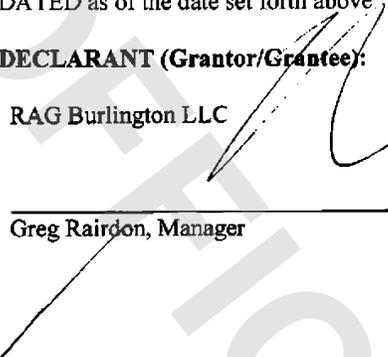
**[Remainder of Page Left Intentionally Blank, Signature Page follows]**

[Signature Page]

DATED as of the date set forth above

**DECLARANT (Grantor/Grantee):**

RAG Burlington LLC



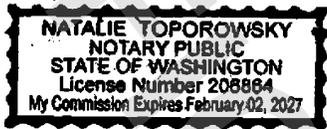
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Greg Rairdon, Manager

STATE OF WASHINGTON )  
 ) ss. Bothell  
COUNTY OF ~~KING~~ Snohomish )

I certify that I know or have satisfactory evidence that GREG RAIRDON, Manager of RAG Burlington, LLC is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of October, 2025.



Natalie Toporowsky  
NATALIE TOPOROWSKY  
[print notary's name]  
Notary Public in and for the State of Washington  
residing at Bothell, WA  
My commission expires: Feb. 2, 2027

**EXHIBIT "A"**

TRACT 16, BURLINGTON HILL BUSINESS PARK, BINDING SITE PLAN, APPROVED SEPTEMBER 7, 1994, RECORDED SEPTEMBER 8, 1994, IN VOLUME 11 OF SHORT PLATS, PAGES 109 THROUGH 112, UNDER AUDITORS FILE NO. 9409080052, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.