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07/29/2026 01:30 PM Pages: 1 of 6 Fees: \$308.50
Skagit County Auditor

WHEN RECORDED RETURN TO:

The Ridge Condominium
Attn: Jeff Consani
PO Box 1322
Anacortes, WA. 98221

DOCUMENT TITLE(S):

**COVENANT AND AGREEMENT REGARDING INSTALLATION OF HEAT PUMP ON
COMMON ELEMENTS OF CONDOMINIUM**

REFERENCE NO(S):

N/A

GRANTOR(S):

UNIT OWNERS OF THE RIDGE CONDOMINIUM

GRANTEE(S):

Miller Living Trust
Miller, Thomas & Laurel Trustees

ABBREVIATED LEGAL DESCRIPTION:

UNIT 17, BUILDING 9, THE RIDGE CONDOMINIUM PHASE III, A CONDOMINIUM, ACCORDING TO
THE SUPPLEMENTAL DECLARATION AND BY LAWS THEREOF RECORDED UNDER AUDITOR'S FILE
NO. 9705010035 AND 9607170030 AND SURVEY MAP AND PLANS THEREOF RECORDED IN VOLUME
16 OF PLATS, PAGES 164 AND 167, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Additional legal is on page N/A of document.

ASSESSOR'S PROPERTY TAX PARCEL / ACCOUNT NUMBERS:

P111458

**COVENANT AND AGREEMENT
REGARDING
INSTALLATION OF HEAT PUMP ON COMMON ELEMENTS**

This Covenant and Agreement Regarding Installation of an HEAT PUMP ("Agreement") is entered into this 29 day of July, 2026 by and between **UNIT OWNERS OF THE RIDGE CONDOMINIUM ("Association")** and Miller Living Trust Thomas and Laurel Miller Trustees ("**Owner**"). The above-described entities are collectively referred to herein as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the Association, pursuant to the terms of the Declaration for The Ridge Condominium (the "Declaration") and Bylaws (collectively referred to as the "Governing Documents") for the units within the condominium (the "Condominium,") is authorized to enforce the provisions contained within the Governing Documents which are applicable to all members and Units within the Condominium;

WHEREAS, Owner is the owner of Unit 17 (the "Unit") in the Condominium with a mailing address of 3819 View Ridge Anacortes, WA. 98221;

WHEREAS, Owner desires to install an HEAT PUMP ("HEAT PUMP") on a portion of the Common Elements (the "Premises") as shown on *Exhibit A* hereto to serve the Unit;

WHEREAS, Owner has submitted an application to the Board of Directors to install an HEAT PUMP on the Premises, and the Association has approved such application subject to execution and recording of this Agreement;

WHEREAS, Section 7.2(b) of the Bylaws provides that a Unit Owner may not change the appearance of a Common Element except upon the prior consent of the Board;

WHEREAS, Article 11 of the Declaration provides that the Association has the authority to maintain, repair or replace the Common Elements;

WHEREAS, RCW 64.34.393 allows an owner of a condominium unit to install a HEAT PUMP on the common elements of a condominium following Board approval and subject to reasonable restrictions as determined by the Board;

WHEREAS, The Board of Directors is authorized by the Governing Documents to establish reasonable conditions for granting approval to install a HEAT PUMP on the Common Elements; and

WHEREAS, The Board of Directors is willing to grant approval of the application to install the HEAT PUMP on the common elements upon the satisfaction of the conditions set forth and memorialized in this Agreement.

NOW THEREFORE, based on the covenants and premises set forth herein, the Parties agree as follows:

1. **USE OF PREMISES.** Owner is hereby permitted during the term of this Agreement to use the Premises for the purposes of installing and operating an approved HEAT PUMP and for no other purpose without the prior written consent of the Board.
2. **INSTALLATION CONTRACTOR.** The HEAT PUMP shall be installed by a licensed, bonded, and insured contractor. Such contractor shall be familiar with the standards for the installation of HEAT PUMPS to assess the existing infrastructure necessary to support the proposed HEAT PUMP, identify additional infrastructure needs, and install the HEAT PUMP. Contractor shall purchase and maintain insurance as required by the Board on a per occurrence and aggregate basis naming the Association as an additional insured by endorsement. All such insurance shall be primary to any coverage carried by Association. Contractor shall provide the Association evidence of such coverage prior to commencing the work. Contractor shall indemnify the Association from any claims, demands or damages arising out of the work and prior to commencing work.
3. **PERMITS.** Owner must obtain any permit or approval for installation of a HEAT PUMP as required by relevant building codes and safety standards.
4. **HEALTH AND SAFETY STANDARDS.** The HEAT PUMP must meet all applicable health and safety standards and requirements imposed by national, state, or local authorities, and all other applicable zoning, land use or other ordinances, and codes, or land use permits.
5. **INSTALLATION AND REMOVAL EXPENSES.** Owner is solely responsible for all costs of installing the HEAT PUMP on the Premises and for removing the HEAT PUMP. If Owner desires to replace the HEAT PUMP, Owner shall submit a new Application; the Board's review in such a case shall be limited to determining whether the proposed HEAT PUMP has received the necessary approvals and permits and is in compliance with applicable rules and governing documents of the Association.
6. **DAMAGE.** Owner shall be responsible for any damage caused to the Premises or other property as a result of installation, operation, maintenance, repair, or removal of the HEAT PUMP.
7. **NOTICE TO ASSOCIATION.** Owner shall provide the Association with at least forty-eight (48) hours advance written notice before any installation, maintenance, or repairs are performed to the HEAT PUMP. The Association shall be entitled to have an inspector present during any such activity. All work on the HEAT PUMP, except emergency repairs, shall be conducted during the hours of Monday – Friday, 9 a.m. to 5 p.m.
8. **OPERATION.** Owner is solely responsible for all costs of operating the HEAT PUMP.
9. **SUBSEQUENT OWNERS.** If the Unit is sold, the subsequent owners of the Unit shall be solely responsible for all costs for which the Owner is responsible as provided herein.
10. **RELOCATION.** Owner shall relocate the HEAT PUMP at Owner's expense if the Association reasonably requires such relocation.
11. **MAINTENANCE AND REPAIR.** Owner shall keep the HEAT PUMP in good condition and repair and shall promptly repair or replace the HEAT PUMP if it is not in good condition and repair. Owner shall be solely responsible for the cost of any maintenance or repair to the HEAT PUMP; all such work shall be performed by licensed, bonded, and insured contractors. Owner

shall provide the Association with at least forty-eight (48) hours advance written notice before any such maintenance or repairs are performed. The Association shall be entitled to have an inspector present during any such maintenance or repairs. All work on the HEAT PUMP, except emergency repairs, shall be conducted during the hours of Monday – Friday, 9 a.m. to 5 p.m.

12. **DAMAGE.** The Association shall not be liable for any damage to the HEAT PUMP except damage that it or its agents intentionally cause, and Owner hereby releases the Association from any and all claims for damage, loss, or destruction to the HEAT PUMP except for claims arising out of intentional damage. It shall be Owner's responsibility to insure against all perils and risk through insurance.

13. **INDEMNIFICATION.** Owner shall defend, indemnify, and hold harmless the Association and its agents and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorneys' and expert's fees, (collectively a "claim") arising out of or resulting from the HEAT PUMP. Owner's duty to indemnify the Association shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence or willful misconduct of the Association or its agents or employees. Owner's duty to indemnify the Association for liability for damages arising out of claims caused by or resulting from the concurrent negligence of: (a) the Association or its agents and (b) Owner or Owner's agents shall apply only to the extent of negligence of Owner or its agents.

14. **ENFORCEMENT.** Should Owner breach any term of this Agreement and fail to cure such breach within ten (10) days after receipt of written notice of the breach (or such longer period as the Association permits if the breach requires additional time to cure, provided that Owner is making a diligent effort to cure as quickly as possible), the Association shall be entitled to pursue an action for breach. Said remedies shall include the right to terminate this Agreement and to require removal of the HEAT PUMP, plus recovery of attorneys' fees (whether incurred before or after suit is filed) and costs incurred (including expert costs) by the Association in prosecuting any action at law or in equity.

15. **COVENANT.** This Agreement shall run with the land and shall be binding upon all persons or entities having or acquiring any right, title, or interest in the Unit or any portion thereof, whether as sole owners, joint owners, or otherwise.

16. **NON-WAIVER.** Entry into this Agreement by the Association shall not constitute a waiver of any authority to pursue violations or alleged violations of any provision of the Governing Documents except those expressly set forth herein.

17. **ENTIRE AGREEMENT.** This Agreement supersedes and replaces all prior agreements, oral or written, with regards to the matters set forth herein. This Agreement may be modified only in writing, signed by both Parties.

18. **RECORDING.** This Agreement shall be recorded with the Skagit County Auditor. Owner shall disclose the existence of and terms of this Agreement to all prospective purchasers of the Unit.

Signatures and notary on subsequent pages

**UNIT OWNERS OF THE RIDGE
CONDOMINIUM**

By: Jeffrey A. ConsaniIts: Chairperson

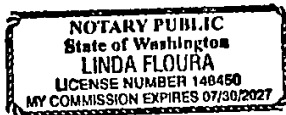
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

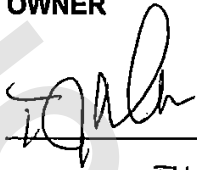
On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Jeffrey A. Consani to me known to be the **CHAIRPERSON** of **UNIT OWNERS OF THE RIDGE CONDOMINIUM**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 28th day of July, 2026.

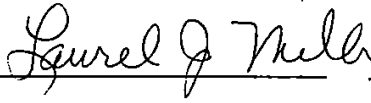


Linda A. Floura
Print Name: LINDA A. FLOURA
NOTARY PUBLIC in and for the
State of Washington, Residing at Skagit County
My Commission Expires: 7/30/2027

OWNER



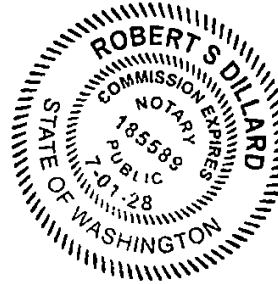
and

Print Name: THOMAS J MILLERPrint Name: LAUREL J MILLER

STATE OF WASHINGTON)

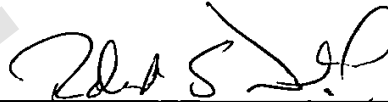
) ss.

COUNTY OF SKAGIT)



On this day personally appeared before me Thomas and Laurel Miller to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of July, 2026.



Print Name: Robert S. Dillard
NOTARY PUBLIC in and for the
State of Washington, Residing at Bellingham, WA
My Commission Expires: 07-01-2028