

RECORDED AT REQUEST OF/RETURN TO:
LAW OFFICE OF BRIAN E. CLARK, INC., P.S.
P. O. Box 336
MOUNT VERNON, WA 98273

12/15
KATHY HILL
SKAGIT COUNTY AUDITOR

'95 DEC 13 P2:37

9512130057

RECORDED _____ FILED _____
REQUEST OF _____

**DEED AND DECLARATION OF COVENANTS REQUIRING
PRIVATE MAINTENANCE OF APPROVED PRIVATE ROAD**

THIS DEED AND DECLARATION is entered into this 27th day of November, 1995, by and between the undersigned individuals (hereinafter "Declarants"), and MOHAWK COURT OWNERS ASSOCIATION, a Washington non-profit corporation, organized under RCW 24.03 (hereinafter "Association").

RECITALS:

WHEREAS, the Declarants are owners of the lots described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "subject property"), including the private right-of-way known as "Mohawk Court" as described and depicted on the face of the plat for the "Plat of Thunderbird 4", attached hereto as Exhibit "B" and incorporated herein by reference, which private right-of-way serves as a main access from the county or public road known as "Mohawk Drive" in the development known as the Plat of Thunderbird 4; and

WHEREAS, the Declarants desire to convey and quit claim all interest in said right-of-way depicted as "Mohawk Court" on the face of said Plat to an incorporated non-profit corporation for the purpose of owning and maintaining said road.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the Declarants do hereby convey and quit claim their right, title and interest in and to the private right-of-way known as "Mohawk Court" as described and depicted in the Plat of Thunderbird 4, as per plat recorded in Volume 15 of Plats, pages 14, 15, and 16, records of Skagit County, Washington, and Short Plat No. MV-9-91 as approved May 31, 1991, recorded May 31, 1991, in Book 9 of Short Plats, page 368, under Skagit County Auditor's File No. 9105310017, to the MOHAWK COURT OWNERS ASSOCIATION, a Washington non-profit corporation formed under RCW 24.03, as Grantee, and reserving unto the Declarants, their heirs, administrators and/or assigns a permanent easement over and across any interest conveyed in the above-described right-of-way for ingress and egress, utilities and incidental purposes.

9512130057

IN FURTHER CONSIDERATION for the Grantee's acceptance of said property, the undersigned Declarants hereby declare that the Declarants' subject property described above, including any improvements constructed or to be constructed thereon, to be subject to the provisions of this Declaration and to be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the following covenants, conditions, restrictions, assessments and liens set forth below, which shall be binding upon all persons having right, title and interest in all or any portion of the subject property now or hereafter, their respective heirs, legal representatives, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of the subject property.

1. Property Owners Association. Declarants have established the MOHAWK COURT OWNERS ASSOCIATION, a Washington non-profit corporation, organized under RCW 24.03 (hereinafter "Association") for purposes of owning and maintaining "Mohawk Court". The aforesaid Association and its members shall maintain the road in good condition, including the asphalt area where "Mohawk Court" intersects with "Mohawk Drive". The Declarants' property shall be entitled to the benefits and burdens of membership in the Association as more fully defined in its Articles of Incorporation and Bylaws.

2. Assessments. The assessments provided herein shall be for the purpose of promoting safety, welfare, and common benefit and enjoyment of the private right-of-way known as "Mohawk Court".

2.1 Creation of Lien; Personal Obligation. Each Declarant and each subsequent owner of any lot within the described subject property, by virtue of this Declaration or a subsequent acceptance of a deed therefor, whether or not it shall be expressed in such deed, covenants and agrees to participate in the payment of maintenance and repairs to the private right-of-way as provided herein by means of annual or special assessments as may be established by the Association. All such assessments, including any interest, costs and reasonable attorney's fees actually incurred, shall be a charge upon the land and shall be a continuing lien upon the subject lot against which each assessment is made. Additionally, each assessment, together with interest, costs and reasonable attorney's fees actually incurred, shall be a personal obligation of the person who was the owner of such lot at the time the assessment fell due.

2.2 Computation. It shall be the responsibility of the Board of Directors of the Association to budget annually for the common costs associated with the operation and maintenance of the private right-of-way, which may include a capital contribution or reserve in accordance with any capital budget separately prepared. The budget and assessments therefor shall be approved by a majority of the members of the Association at its annual meeting.

9512130057

2.3 Special Assessments. In addition to any assessments authorized herein, a majority of the members may levy a special assessment in any year. Special assessments shall be determined by a majority of the membership at a regular or special meeting convened for such purpose and special assessments may be paid in installments beyond the calendar year in which the special assessment is imposed.

2.4 Lien for Assessments. All sums expressed as against any lot pursuant to this Declaration, together with interest, costs and reasonable attorney's fees actually incurred, as provided herein, shall be a secured lien on such lot in favor of the Association and/or other contributing members. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens of ad valorem taxes or (b) liens for all sums on an unpaid first mortgage.

All other persons acquiring liens or encumbrances on the subject lot after this Declaration shall have been recorded shall be inferior to all future liens for assessments, as provided herein, whether or not consent is specifically set forth in the instruments creating such liens or encumbrances.

2.5 Effect of Non-Payment; Remedies. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within sixty (60) days, a lien as herein provided shall attach and, in addition, the lien shall include interest at twelve percent (12%) or a rate not to exceed the maximum legal rate on the principal amount due, all costs of collection, reasonable attorney's fees actually incurred, and other amounts permitted by law. In the event the assessment remains unpaid after sixty (60) days, the Board of Directors of the Association may institute suit to collect such amounts or to foreclose its lien. All members, by acceptance of a deed or as a party to any type of a conveyance, vests in the Board of Directors of the Association, or its agents, the right and power to bring all actions against him/her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as any other liens for the improvement of real property. All payments shall be applied first to costs and attorney's fees, then to interest, then to delinquent assessments.

3. Binding; Amendment. The aforesaid covenants and restrictions shall run with the lot described herein and shall be binding upon all parties and persons for a period of twenty (20) years following the date of the recording of the same with the Skagit County Auditor, after which said twenty (20)-year period, said covenants and restrictions shall be automatically extended for successive five (5)-year periods. These covenants may be supplemented, relaxed, revoked or amended, in whole or in part, at any time by any instrument signed by not less than three-quarters

9512130057

(3/4) of all of the owners of lots within the MOHAWK COURT OWNERS ASSOCIATION.

4. Headings. The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned have executed this Deed and Declaration the date and year first set forth following their signatures.

LOT OWNERS:

Harvey M. Jansen
HARVEY M. JANSEN
Date: _____

Olive M. Jansen
OLIVE M. JANSEN

Steven W. Herring
STEVEN W. HERRING
Date: 10/14/95

Debra A. Herring
DEBRA A. HERRING
Date: 10-14-95

Stephen J. Schmitz
STEPHEN J. SCHMITZ
Date: 10/13/95

Peggy L. Zappone
PEGGY L. ZAPPONE
Date: 10/13/95

William H. Taylor
WILLIAM H. TAYLOR
Date: 10-12-95

Vicki L. Taylor
VICKI L. TAYLOR
Date: 10-12-95

John W. Murphy
JOHN W. MURPHY
Date: 11-21-95

Susan M. Murphy
SUSAN M. MURPHY
Date: 11-15-95

Robert P. Mainville
ROBERT P. MAINVILLE
Date: 10-23-95

Kate Mainville
KATE MAINVILLE
Date: 10-23-95

9512130057

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

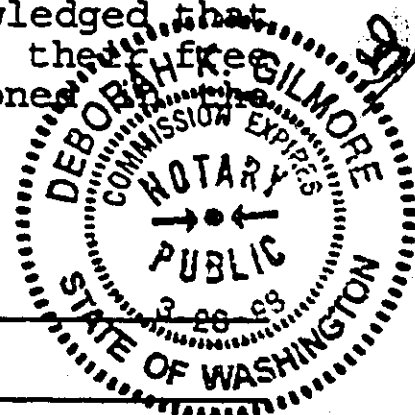
I certify that I know or have satisfactory evidence that HARVEY M. JANSEN and OLIVE M. JANSEN, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: October 20, 1995.

Deborah K Gilmore
NOTARY PUBLIC

DEBORAH K. GILMORE
(Type or Print Name)

My appointment expires: 3-28-98



STATE OF WASHINGTON)
COUNTY OF SKAGIT)

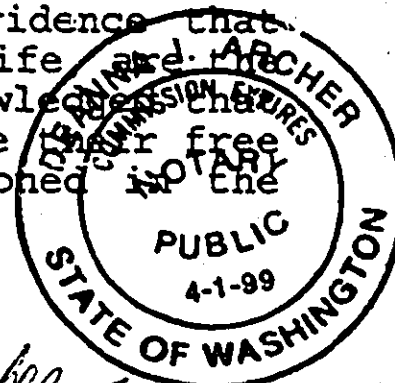
I certify that I know or have satisfactory evidence that STEVEN W. HERRING and DEBRA A. HERRING, husband and wife, are the persons who appeared before me and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 14, 1995.

Deanna I Archer
NOTARY PUBLIC

DEANNA I. ARCHER
(Type or Print Name)

My appointment expires: 4-1-99



STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that STEPHEN J. SCHMITZ and PEGGY L. ZAPPONE, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10/13, 1995.

Mardell R Cox
NOTARY PUBLIC

MARDELL R. COX
(Type or Print Name)

My appointment expires: 9/9/97

9512130057

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **WILLIAM H. TAYLOR** and **VICKI L. TAYLOR**, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

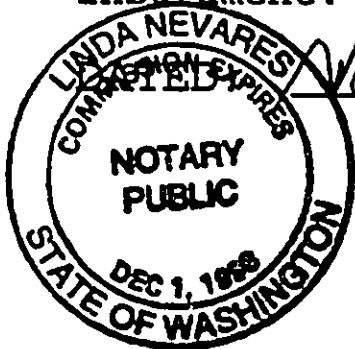


DATED: October 12, 1995.

Kim Jay Pedroza
NOTARY PUBLIC KIM JAY PEDROZA
(Type or Print Name)
My appointment expires: 9/28/98

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **JOHN W. MURPHY** and **SUSAN M. MURPHY**, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



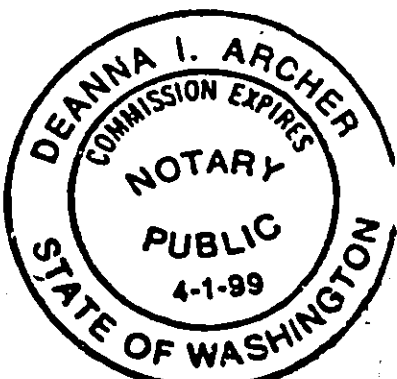
DATED: November 4, 1995.

Linda Nevares
NOTARY PUBLIC Linda Nevares
(Type or Print Name)
My appointment expires: 12/1/95

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **ROBERT P. MAINVILLE** and **KATE MAINVILLE**, husband and wife, are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: OCT 23, 1995.



Deanna I. Archer
NOTARY PUBLIC DEANNA I. ARCHER
(Type or Print Name)
My appointment expires: 4-1-99

EXHIBIT "A"
(Legal Description)

Those certain tracts of land, listed and described as follow, located in Skagit County, Washington:

- A. **HARVEY M. JANSEN and OLIVE M. JANSEN**, husband and wife, being the owners of the following described property:

Lot 22, "PLAT OF THUNDERBIRD 4", as per plat recorded in Volume 15 of Plats, Pages 14, 15 and 16, records of Skagit County, Washington.

- B. **STEVEN W. HERRING and DEBRA A. HERRING**, husband and wife, being the owners of the following described property:

Lot 24, "PLAT OF THUNDERBIRD 4", as per plat recorded in Volume 15 of Plats, Pages 14, 15 and 16, records of Skagit County, Washington.

- C. **STEPHEN J. SCHMITZ and PEGGY L. ZAPPONE**, husband and wife, being the owners of the following described property:

Lot 25, "PLAT OF THUNDERBIRD 4", as per plat recorded in Volume 15 of Plats, Pages 14, 15 and 16, records of Skagit County, Washington.

- D. **ROBERT P. MAINVILLE and KATE MAINVILLE**, husband and wife, being the owners of the following described property:

Lot A, Short Plat No. MV-9-91, approved May 31, 1991, recorded May 31, 1991 in Book 9 of Short Plats, page 368, under Auditor's File No. 9105310017 and being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 34 North, Range 4 East, W.M.

- E. **JOHN W. MURPHY and SUSAN M. MURPHY**, husband and wife, being the owners of the following described property:

Lot B, Short Plat No. MV-9-91, approved May 31, 1991, recorded May 31, 1991 in Book 9 of Short Plats, page 368, under Auditor's File No. 9105310017 and being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 34 North, Range 4 East, W.M.

- F. **WILLIAM H. TAYLOR and VICKI L. TAYLOR**, husband and wife, being the owners of the following described property:

Lot C, Short Plat No. MV-9-91, approved May 31, 1991, recorded May 31, 1991 in Book 9 of Short Plats, page 368, under Auditor's File No. 9105310017 and being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 34 North, Range 4 East, W.M.

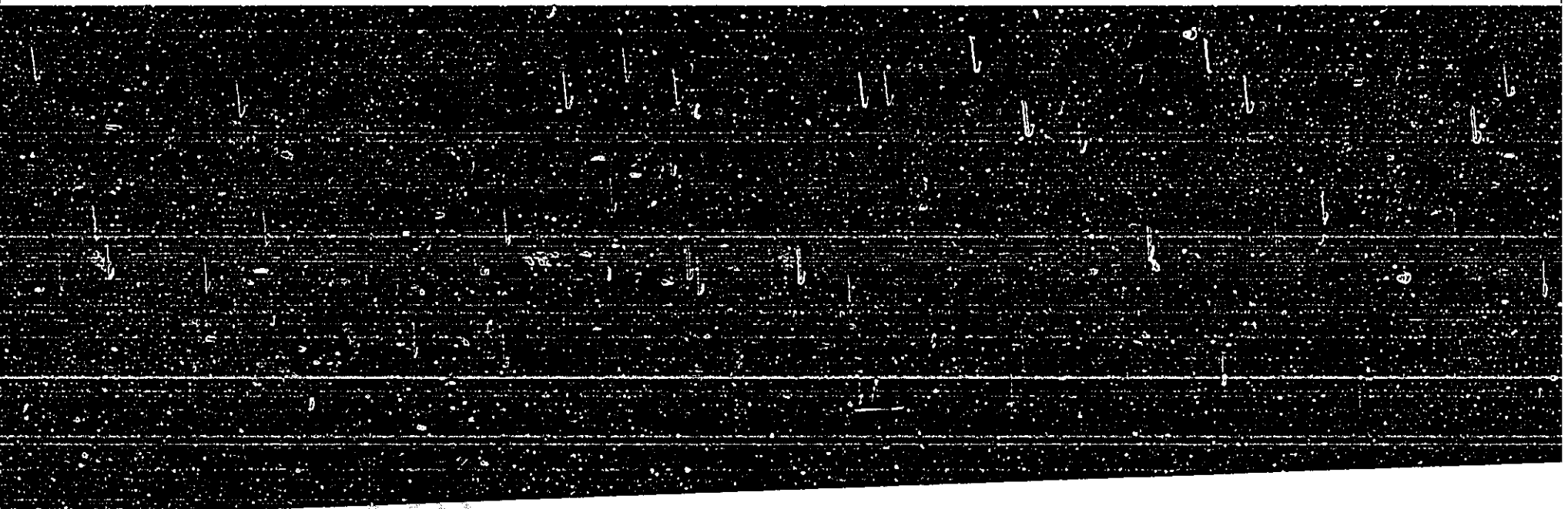


EXHIBIT "B"
(Copy of Short Plat MV-9-91 Face Sheet)

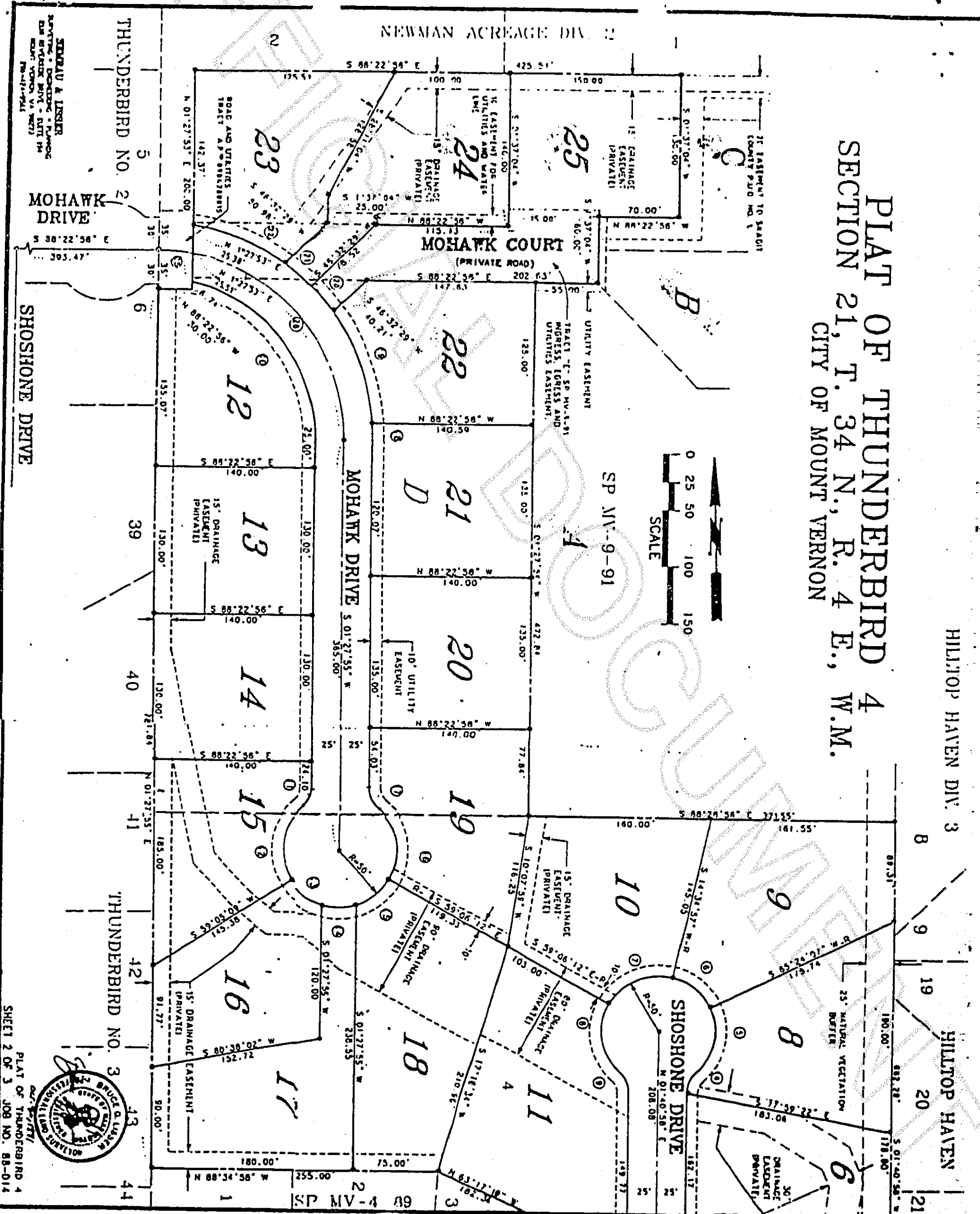
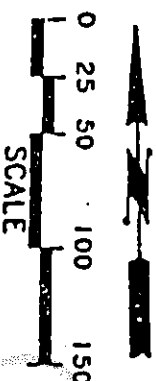
9512130057

BK | 50 | PG0488

PLAT OF THUNDERBIRD 4
SECTION 21, T. 34 N., R. 4 E., W.M.
CITY OF MOUNT VERNON

HILLTOP HAVEN DIV. 3

HILLTOP HAVEN



STANLEY & LESNER
SURVEYING & DESIGNING - PLANNING
200 W. 10TH ST. - SUITE 100
MOUNT VERNON, WA 98573
PH-425-9441



PLAT OF THUNDERBIRD 4
SHEET 2 OF 3 JOB NO. 88-014

9512130057

BK | 50 | PG 0489