

AFTER RECORDING RETURN TO:

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200401080037

Skagit County Auditor

1/8/2004 Page 1 of 5 10:01AM

COVER SHEET

Document Title: Declaration of Easement with Provisions for Maintenance

Reference Number(s) of Documents Assigned or Released:

Grantor(s):

1. Mumford, James R. II
2. Mumford, Debora R.
3. Wickert, C. Ray
4. Wickert, Connie L.

Grantee(s):

1. Mumford, James R. II
2. Mumford, Debora R.
3. Wickert, C. Ray
4. Wickert, Connie L.

Abbreviated Legal Description: Tracts A and B and Lots 1-8, PLAT OF GARDEN TERRACE

Assessor's Property Tax Parcel/Account Number(s): 4623-000-007-0006/P105665; 4623-000-006-0005/P105664; 4623-000-004-0003/P105661; 4623-000-002-0001/P105659; 4623-000-001-0000/P105658; 4623-000-003-0002/P105660; 4623-000-008-0007/P105666; 4623-000-005-0004/P105663

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Declaration of Easements with Provisions for Maintenance

The parties to this declaration, hereafter referred to as the "declarants", are James R. Mumford II and Debora R. Mumford, husband and wife, and C. Ray Wickert and Connie L. Wickert, husband and wife. The above named declarants are owners of the following described real property located in Skagit County, Washington:

Tracts A and B and Lots 1, 2, 3, 4, 5, 6, 7, and 8, PLAT OF GARDEN TERRACE, according to the plat thereof recorded in Volume 15 of Plats, pages 153-154, under Auditor's File No. 9402070114, records of Skagit County, Washington.

Situate in Skagit County, Washington.

The declarants desire to create certain easements described below and to subject the above referenced Tracts and Lots to easements, restrictions and covenants set forth herein for to protect the value and desirability of the property.

THEREFORE, to accomplish the foregoing purposes, the declarants declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the following easements, covenants and restrictions, which shall run with the land and be a burden upon and benefit to the declarant and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

1. DECLARATION OF EASEMENT FOR ACCESS AND UTILITIES

The Declarants hereby declare, grant, convey and reserve unto themselves and to the future owners of the above described tracts and lots an easement for ingress, egress, and



utilities over, under and through Tract A of said plat for the benefit of Tract B and Lots 1 through 8 of said plat.

The Declarants hereby establish and provide that owners of the parcels benefiting by said easement, and all subsequent owners, successors or assigns, shall take said property, or portion thereof, subject to this road maintenance agreement. The Declarants and each of the subsequent owners, assigns or successors in interest, shall proportionately share in the cost and expense of maintaining and repairing in good condition the road rights of way over and across said private road.

2. MAINTENANCE OF ROAD AND DRAINAGE DITCH

There is an existing drainage ditch and easement therefore located along the exterior frontage of the lots and tracts within the plat which serves all lots and tracts within the plat.

The beneficiaries of the drainage ditch and private road shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished. It is understood that the maintenance and repair of said drainage ditch and road is for the benefit of all property owners and the property of any such owner failing to pay his proportionate share as provided for herein shall be subject to a lien, an assessment for the proportionate share of such costs; and any other property owner paying the share of a benefited property owner, who fails to pay the same, shall be entitled to a lien against his property which may be foreclosed in the manner provided by law.

Any individual owner may make such improvement or maintenance to said road, as they so desire. However, such expense will only be proportionately charged to the other owners, if that improvement or maintenance has been approved by a sufficient number of the remaining parcel owners to obtain a majority.

Owner shall mean the fee simple title owner, unless the property is being sold on Real Estate Contract, in which case it shall mean the Contract Purchaser. Each property shall be entitled to one vote regardless of the number of owners of the parcel.

The proportionate share of said property owner shall be established by dividing the number of benefited individual parcels into the cost of maintenance and repair of the road and drainage, PROVIDED HOWEVER, the owner(s) of Tract B shall not be required to contribute to said costs until such time as the drainfield easement encumbering said tract is terminated, as set forth below.

Maintenance of the drain fields on Tract B serving lots 4 through 8 shall be the sole responsibility of the owners of the respective lots served by the particular drain fields.



3. DECLARATION OF EASEMENT FOR BENEFIT OF TRACT B

The Declarants hereby declare, grant, convey and reserve unto themselves and to the future owners of the above described Tract A an easement for ingress, egress, and utilities over, under and through a 10 foot strip of Lot 2 along the northwest border of said lot (designated "L2" on said plat) and also a 10 foot strip of Lot 3 along the southeast border of said lot (designated "L4" on said plat). The easement shall be for the benefit of Tract B of said plat.

4. PROVISION FOR TERMINATION OF EASEMENT ENCUMBERING TRACT B

Tract B of the above described plat is currently subject to an easement in favor of Lots 4 through 8 of the plat for purposes of a community drainfield.

The Declarants hereby declare that the owners of said Lots 4 through 8 shall be required to connect to municipal sewer service within 6 months of the time said service becomes available to said lots. The community drainfield easement in favor of said Lots 4 through 8 shall terminate at that time and the owner(s) of Tract B may convert it to any use permitted by applicable law and land use controls.

5. COVENANTS TO RUN WITH THE LAND

The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

6. ENFORCEMENT

Each lot or tract owner, including the declarant if the declarant is a lot or tract owner, shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter.

6. ATTORNEYS' FEES

In any litigation or proceeding to enforce any of the restrictions or covenants contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.



James R. Mumford II
James R. Mumford II

Debora R. Mumford
Debora R. Mumford

C. Ray Wickert
C. Ray Wickert

Connie L. Wickert
Connie L. Wickert

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that JAMES R. MUMFORD II and DEBORA R. MUMFORD are persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 8, 2004

Notary Public: Cheryl Larver

My appointment expires: 11-15-04

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that C. RAY WICKERT and CONNIE L. WICKERT are persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 8, 2004

Notary Public: Cheryl Larver

My appointment expires: 11-15-04

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JAN 08 2004

Amount Paid
Skagit County Treasurer
By: [Signature]
Deputy



200401080037
Skagit County Auditor