

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Susan Ferrell  
14 Pinehurst Drive  
Shalimar, FL. 32579



200802070105

Skagit County Auditor

2/7/2008 Page

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6 2:19PM

**DECLARATION AND AGREEMENT FOR DRIVEWAY,  
DRAINAGE, AND UTILITIES MAINTENANCE  
SKAGIT COUNTY SHORT PLAT No. PL07-0036**

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Grantor (s): Susan Darlene Black and Black Family Properties, LLC  
Grantee (s): The General Public  
Additional Grantor (s) on page (s):  
Additional Grantee (s) on page (s):  
Abbreviated Legal: ptn S ½ NW ¼, Sec. 27-34-3 E W.M.  
Additional Legal on page (s):  
Assessor's Tax Parcel No.'s: P22836, 340327-2-005-0007; P22837, 340327-2-006-006

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THIS DECLARATION AND AGREEMENT shall affect the owners of Lots 1 and 2 identified in Short Plat No. PL07-0036, as recorded under Auditor's File No. 200802070105, records of Skagit County, Washington. The Declarants and owners of the aforesaid property are Susan Darlene Black, as personal representative of the Estate of Michael James Black (deceased) and Black Family Properties, LLC, a Washington limited liability company.

**RECITALS**

- A. Access from Bradshaw Road to the individual residential lots in the above-referenced Short Plat No. PL07-0036 shall be by means of a common, private driveway easement depicted in the plat map. The driveway as constructed may require future improvements and continued maintenance. Further, certain common utilities may be shared along the driveway, and these may require future improvements and continued maintenance.
- B. Following any initial regrading, reconstruction and/or installation by the Declarants of the driveway, open ditch, and common utilities as a condition of approval of this Short Plat, it is intended that the cost of maintaining the driveway, open ditch, and common utilities shall be borne equitably by the owners of the lots served by the same.
- C. It is further intended by the Declarants that this Declaration and Agreement for Driveway, Drainage, and Utilities Maintenance shall be a perpetual covenant running with the land as to the aforesaid owners, successors, or assigns.

Now, therefore, the Declarants hereby declare that the lots above-described shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions:

1. Private Driveway/Utilities Maintenance. The record owner of a fee simple title to any of the aforesaid two (2) lots in the Short Plat No. PL07-0036, including persons or entities having an interest by virtue of a real estate contract, but excluding those having an interest merely as security for the performance of an obligation (hereinafter "owner" or "owners"), shall be responsible for the maintenance of the driveway including open ditch, and utilities in accordance with the terms and conditions herein. Any private road name and/or stop signs shall be installed and maintained in a manner consistent with Skagit County Standards for such driveway and/or signs. The duty to maintain as described herein shall be perpetual.
2. Ongoing Driveway Maintenance. The surface of the driveway shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that the owners may enjoy full and free use of their respective lot(s). The owners shall review the driveway maintenance annually, or more frequent as may be necessary, and shall determine the maintenance to be done over the next twelve (12) months, or sooner if necessary. The owners shall elect one person to coordinate and arrange for said maintenance. Each lot ownership shall provide one (1) vote to the owner thereof for purpose of determining the maintenance program and election of said coordinator. In the event of a deadlock, the owners shall, by majority agreement, choose an independent contractor to assess the required maintenance and this assessment shall determine the maintenance to be done.
3. Ongoing Utilities Maintenance. The owners shall be responsible to maintain the utilities (electric power line, telephone lines, water lines, and cable television lines) to a common point of connection, that is, the point at which the main service will terminate and the service to the individual lots will commence. Maintenance shall be determined and completed as in paragraph 2 above. All costs of installation and maintenance of utilities past the common point of connection shall be paid by the owner of the respective lot being served by such installation.
4. Cost of Maintenance; Lien for Failure to Pay. The cost of maintaining the driveway, open ditches, and utilities described herein in the manner set forth in paragraphs 2 and 3 above shall be borne in equal shares by the owner of each lot of real property affected hereby. In the event any owner fails to pay, within thirty (30) days of receiving a bill for their portion of the expense, then the other owner may file a lien, substantially in the form of labor and material lien. The lien shall be a lien against the property of the non-paying owner and foreclosable in the same manner as a real estate mortgage. The unpaid balance shall bear interest at the statutory legal rate until paid and the non-paying owner shall be liable for actual costs and reasonable attorney's fees expended in any collection action including, but not limited to, the foreclosure of the lien. Sale or transfer of any lot shall not affect the assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.



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5. Extraordinary Use-Costs Enforcement. In the event that an owner of a lot affected hereby should by its use of their lot, driveway, or utilities cause them to be subjected to other than reasonable wear and tear and should such driveway, open ditch, or utilities be damaged by such use, the owner subjecting the driveway, open ditch, or utilities to such extraordinary use shall have the obligation to repair such damage upon demand by any property owner affected hereby and to restore said driveway, open ditch, or utilities to the condition existent prior to such use and all expenses therefore shall be borne by such owner. In the event that such owner fails to repair and pay the cost thereof, then the other owner may bring action to enforce the provisions of this agreement. The prevailing owner is entitled to all costs incurred in bringing an action for enforcement, including reasonable attorney's fees incurred, and including consultation preceding legal action.
6. Termination of Obligation. Should any owner sell a lot that is benefited by the terms of this Declaration, that person shall no longer be bound by the terms of this Declaration, except for any default in obligations incurred prior to sale, if any.
7. Benefit of Covenant. The rights and obligations set forth herein shall inure to and be binding upon the Declarants, all subsequent owners, successors or assigns, and shall constitute a covenant running with the parcels of real estate affected hereby.
8. Amendment; Revision. These declarations, agreements, and covenants may be supplemented, relaxed, revoked, or amended in whole or in part at any time by an instrument signed by all owners of the lots of the aforesaid short plat, provided the change does not conflict with any other regulation or requirement affecting the owners' obligation to maintain the common driveway, drainage, and/or common utilities as described herein.



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DATED this 7<sup>th</sup> day of Dec., 2007.

DECLARANTS:

Susan Darlene Black

Susan Darlene Black  
Personal Representative of  
The Estate of Michael James Black (deceased)

BLACK FAMILY PROPERTIES, LLC

Susan B. Ferrell  
Signature

Susan B. Ferrell  
Print Name

Co-Manager  
Print Title

P. M. Ferrell  
Signature

P. M. Ferrell  
Print Name

Co Manager  
Print Title



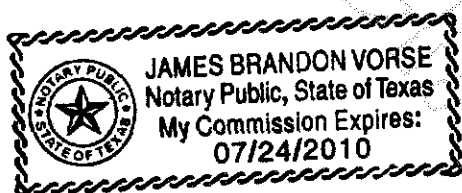
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STATE OF Texas }  
County of Harris }

S.S.

On this day personally appeared before me Susan Darlene Black, as personal representative of the estate of Michael James Black (deceased), to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of Dec.,  
200 7



[Signature]  
Notary Public in and for the State of Texas  
Residing at GLEN  
My commission expires: 7-24-10

STATE OF Florida }  
County of Okaloosa }

S.S.

This is to Certify that on this 28 day of November, 2007, before me, the undersigned, a Notary Public, personally appeared Susan B. Ferrell and P. M. Ferrell, to me known to be the co-manager and co-manager respectively, of BLACK FAMILY PROPERTIES, LLC, a Washington limited liability company, which corporation has executed the foregoing instrument and each of said named officers acknowledged the said instrument to be the free and voluntary act and deed of the corporation, of which he is an officer, and on oath stated that he was authorized to execute the said instrument, and that the seal affixed is the corporate seal of the said corporation.

Witness my hand and official seal.

[Signature]  
Notary Public in and for the State of Florida  
Residing at 707 Tarpon Lane Niceville FL 32578  
My commission expires: June 29, 2008



200802070105  
Skagit County Auditor



Amanda M. Dodd  
Commission # DD333779  
Expires June 29, 2008  
Bonded Troy Feltz - Insurance, Inc. 800-385-7015

**EXHIBIT "A"**

Legal Description: (aka: Lots 1 and 2 of Skagit County Short Plat No. PL07-0036)

The South 1/2 of the Northwest 1/4 of Section 27, Township 34 North, Range 3 East, W.M.

EXCEPT the as-built and existing County Road known as Bradshaw Road along the West line thereof; and

EXCEPT the North 8 feet thereof for drainage ditch as condemned by Skagit County Drainage District No. 15 in Skagit County Superior Court Cause No. 4542, and

EXCEPT the right-of-way for Skagit County Dike District No. 1 as Condemned in Skagit County Superior Court Cause No. 3049.

Situate in the County of Skagit, State of Washington.



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