



200902110086
Skagit County Auditor

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Document Title: MAINTENANCE DECLARATION
FOREST PARK ESTATES

Reference Number: 200902110084

Grantor(s):

additional grantor names on page ___

1. Forest Park Estates LLC
- 2.

Grantee(s):

additional grantee names on page ___

1. Public
- 2.

Abbreviated legal description:

full legal on page(s) ___

Plat. NE 1/4, SB 1/4
Section 16, T35N, R7E, W.M.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P 20824

MAINTENANCE DECLARATION

THIS DECLARATION made and entered into this 6th day of January, 2009, by Forest Park Estates, LLC (hereinafter "DECLARANTS"), as owners of the following described land, situated in Skagit County, Washington:

Lots 1, 2, and 3 (after Boundary Line Adjustment) of Short Plat No. 91-099 filed in Volume 10 of Short Plats at page 198 as AF#9305280027, and the plat of FOREST PARK ESTATES filed in AF# 200902110084, records of Skagit County, Washington, (hereinafter "Property")

THE DECLARANTS do hereby establish a maintenance agreement for the private Corporate Roads shown as Timberland Court and Trillium Lane on the Plat of Forest Park Estates. The easement benefits the owners and future owners of the Property

ADDITIONALLY, THE DECLARANTS under this declaration do hereby establish of record a maintenance agreement for the drainage facility (hereinafter roadside ditches) as shown on the construction plans for Grading Permit #BP02-0938; for the benefit of the Property. MAINTENANCE OF Road and Ditches (including labor and expenses) shall be shared equally among the owners of the Property.

The DECLARANTS do hereby mutually and irrevocably agree as follows:

1. They shall cooperate in the maintenance of the Road and Ditches.
2. They shall share in the reasonable cost of such maintenance.
3. No improvements shall be made without the approval of a majority of the owners of lots in the Property, (one vote per lot). No lot owner shall incur significant repair of maintenance expenses or make commitments to third parties without first obtaining the agreement of a majority all other lot owners, (one vote per lot).
4. The storm water conveyance system (i.e. ditches) shall be inspected once a month and repairs made when necessary. Additional inspections should occur after each major storm event. Corrective action shall be promptly taken as dictated by the circumstances. Inspection consists of:
 - a. Checking the conveyance system for debris or accumulation of silt that could impede the dissipation of storm water into the ground.



- b. Normal maintenance of the conveyance system shall include the control of grass and weeds on the top and sides of the ditches. The weeds should not exceed 18 inches in height. A mower and/or weed eater should be used to cut the grass and weeds down to about 3-inches in height as often as needed.
5. The Road shall be inspected periodically and repair made when necessary. Corrective action shall be promptly taken as dictated by the circumstances. Road maintenance consists of:
- a. Ensure that minimum roadway crown is maintained to facilitate stormwater runoff and to reduce pothole action
 - b. Repair potholes and other road surface irregularities promptly.
 - c. Remove shoulder vegetation (except grass) as necessary to maintain full shoulder width.
6. No party shall so use or abuse the Road or Ditches so as to unreasonably interfere with the use of the Road or Ditches by any other owner, or so as to cause damage or deterioration to the Road or Ditches in excess of that which is fair and normal for single-family residential use. If damage or deterioration is caused by any party, or persons invited by any party, or with any party's agreement or acquiescence, required repairs shall be the sole responsibility of that party and the required repairs shall be promptly undertaken and completed. If that party does not do so, the other parties may do so, after reasonable notice of intention.
7. If a party is responsible for expenses for either routine repair under paragraph 5 or extraordinary repairs under paragraph 6, and fails to accomplish it or pay his proportionate share of the expense thereof, the party accomplishing the work or having had it accomplished shall have a lien on the other party's property for the amount owed by that party, which shall attach upon accomplishment of the work.
8. If disagreement arises between the parties in connection with this agreement or its enforcement, including enforcement of the other party's obligations or liens arising as described previously, the substantially prevailing party shall be entitled to reasonable attorney fees and cost incurred in enforcing that party's rights hereunder.

FURTHER, THE DECLARANTS hereby reserve and grant a perpetual easement for installation of all customary residential utilities and for all reasonable maintenance and servicing



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requirements of said utilities, including the right to enter in, cross under, through and over the above described Corporate Roads and the below listed utility easements. Said perpetual easement is for the purpose of providing utility services to each owner of a lot in the Property. In addition to utility companies not specifically named herein, DECLARANTS grant a perpetual easement to, , Puget Sound Energy, Verizon Northwest, Millenium Digital Media Cable TV and their respective successors and assigns.

Utility easement list-

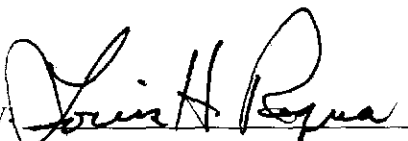
1. All utility easements shown on the plat of Forest Park Estates.
2. The westerly 10 feet of Lots 1 and 2 of Short Plat 91-099 including 10 feet adjacent to the curve joining the easterly right of way line of Trillium Lane with the Cape Horn Road right of way line.
3. The east 10 feet of Lot 3 (after boundary line adjustment) of Short Plat 91-099 including 10 feet adjacent to the curve joining the westerly right of way line of Timberland Court with the Cape Horn Road right of way line
4. The southerly 10 feet of Lot 1 of Short Plat 91-099
5. The southerly 10 feet of Lot 3 (after boundary line adjustment) of Short Plat 91-0990

IN WITNESS WHEREOF, the undersigned have affixed their signatures.

FOREST PARK ESTATES, LLC,
a Washington limited liability company

By: 

John L. Abenroth, Co-Manager

By: 

Louis H. Requa, Co-Manager



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