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Skagit County Auditor

3/4/2009 Page 1 of 5 2:12PM

Document Title: Roadway maintenance Declaration

Reference Number :

Grantor(s):

additional grantor names on page ___

1. Jeanine B. Bronco

2.

Grantee(s):

additional grantee names on page ___

1. Public

2.

Abbreviated legal description:

full legal on page(s) ___

A portion of the SW 1/4 & the SE 1/4 of the NE 1/4 and a portion of the NW 1/4 & the NE 1/4 of the SE 1/4 of Sec. 9, T. 34N., R. 2E., W.M.

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P114780

ROADWAY MAINTENANCE DECLARATION

THIS DECLARATION is made and executed effective March 4, 2009, by JEANINE B. BRONCO ("Declarant"), the owner of the following described real property which is the subject hereof, situated in Skagit County, Washington:

Lot 7, "Plat of Estates at Summit Park Division III," as per plat recorded in Volume 17 of Plats, pages 22 through 25, inclusive, records of Skagit County.

Situate in the County of Skagit, State of Washington.

Declarant is in the process of short-platting the above-described property into two parcels, "Lot A" and "Lot B", under Short Plat No. PL07-0190 ("the Short Plat"), at which point the legal description of the above-described property will likely be altered to include reference to said short plat. The survey of such Short Plat ("the Short Plat Survey") is recorded herewith, and incorporated herein by this reference.

Declarant does hereby establish of record a maintenance agreement for certain roads shown on the face of the Short Plat Survey. This agreement and the roads described herein benefit the present and future owners of the two lots contained within the Short Plat.

IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:

1. The provisions and requirements of the Short Plat shall be fully incorporated herein by reference, to the extent the same are not inconsistent with the provisions of this Declaration.
2. This Declaration governs two road segments, described below, which serve the lots described above, both located within an area bordered by dashed lines on the face of the Short Plat Survey and labeled thereon as "60' ACCESS AND UTILITIES EASEMENT". This Declaration does not govern any roads located outside said "60' ACCESS AND UTILITIES EASEMENT" area. Responsibility for all roads located outside said "60' ACCESS AND UTILITIES EASEMENT" shall be governed according to the terms of any other agreements and other instruments applicable to the properties, or in the absence of such agreements and instruments, responsibility for such roads shall be borne by the owner of the land on which such roads are located.
 - a. Road Segment #1 shall be defined as that portion of road depicted on the Short Plat Survey as "ASPHALT DRIVE" that is located within the "60' ACCESS AND UTILITIES EASEMENT" described above.
 - b. Road Segment #2 shall be defined as any road within the "60' ACCESS AND UTILITIES EASEMENT", whether reflected in the Short Plat Survey or not, linking said "ASPHALT DRIVE" to Lot B, except the "ASPHALT DRIVE" itself.
3. Responsibility for maintenance, including the costs thereof, of the various road segments shall be allocated as follows:



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a. The owners of Lot A of the Short Plat ("Lot A") and Lot B of the Short Plat ("Lot B") shall be equally responsible for Road Segment #1.

b. The owner of Lot B shall be solely responsible for Road Segment #2.

4. No improvements to the roads shall be made by any person without the approval of all of the lot owners responsible for the portions(s) of the roadways involved. No significant repair or maintenance expense shall be incurred, nor shall commitments (contractual or otherwise) be made to third parties, without the consent of all of the lot owners responsible for the portion(s) of the roadways involved, provided that such consent shall not be unreasonably withheld.

5. The lot owners shall meet at least biannually to determine the nature and extent of any repairs or maintenance required to be performed to the roads. Lot owners not participating in such meeting(s) will be deemed to have waived their voting rights for the meeting(s) in which they did not participate, and their lots will not be counted with respect to voting at such meeting(s). Lot owners may participate in such meetings by proxy, mail, telephone, or other appropriate manner as unanimously agreed to by the remaining lot owners.

6. Road Segment #1 shall be maintained as an improved asphalt road, and any potholes and other damage shall be repaired and coated with asphalt to maintain a uniform and smooth asphalt roadway surface. If paved, Road Segment #2 shall be maintained in the same fashion. Unless and until Road Segment #2 is paved, it shall be graded to provide a uniform and smooth gravel roadway surface.

With respect to both Road Segments #1 and #2: Periodically, and especially after every severe rainstorm, the roadways shall be inspected for washouts and repaired as necessary, and roadside ditches shall be inspected for excessive erosion or siltation. Eroded areas shall be repaired and filled with an appropriate erosion-resistant material. Accumulated silt shall be removed to restore proper ditch depth and storm water flow. Vegetation in the ditches shall be maintained in such a manner as to enhance storm water quality and the elimination of trees and brush that would impede storm water flow.

7. All lots in the Short Plat are subject to their proportionate share of the expenses of maintaining or repairing the roads as provided above, whether or not the owners thereof consented to a particular expense or action in connection therewith. Each lot shall be subject to the imposition of a lien for that lot's proportionate share of an expense or expenses incurred in connection with any road subject to this Declaration, such lien to be placed of record and foreclosed in the manner provided by law for the foreclosure of mechanic's or materialman's liens. No lien shall be placed of record until a period of thirty (30) days has elapsed following the mailing of a demand for payment by registered or certified mail, return receipt requested, to each lot owner who has failed to pay his or her proportionate share. Only one copy of the demand need be mailed, and shall be sent to the relevant lot owner(s) at the address to which that lot's County property tax statements are sent. The costs of placing the lien of record and enforcing the same, including reasonable attorney's fees, shall be added to the amounts due thereunder.



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8. For purposes of this Declaration, the following definitions shall apply:

a. The term "maintenance" shall include the costs of restoring the roadway surface to its approximate original condition; removing brush, trees, or other vegetation which may encroach onto the roadway; cleaning or restoring ditches, culverts, or other drainage systems such that runoff does not undermine or erode the roadway; repairing or replacing such gates or fences or other access control devices as may be installed; and other tasks appropriate to keeping the roadway open and available to the lots benefitted thereby. The term "maintenance" shall not include upgrading, widening, re-routing, or decommissioning the roadway. Except with respect to Road Segment #1, "maintenance" shall not include "paving". With respect to Road Segment #1, "maintenance" shall not include paving beyond that which is reasonably necessary to restore the roadway to its approximate original condition.

b. The term "Short Plat" shall mean the Short Plat that is the subject of this Declaration, described above and known as Short Plat PL07-0190.

c. The term "lot owner" shall mean all persons holding a legal or beneficial ownership interest in any of the lots contained within the Short Plat described above. "Lot owner" shall also include owners of other lots subject to this Declaration as provided for herein. "Lot owner" shall not include persons holding non-ownership interests in a lot, such as security interests, easements, etc. If a lot is owned jointly by more than one person, such ownership shall be treated as a single ownership for purposes of this Declaration.

9. Notwithstanding any other provisions of this Declaration, any damage to the road(s) resulting from any action or omission of any of the owners of property benefitted by the road(s), including actions or omissions of such party's agents, invitees, guests, servants or employees, shall be repaired at that party's sole cost and expense. If such party fails to take appropriate action within a reasonable time, then the remaining lot owners may do so, and in that event the provisions of paragraph 7, above, concerning the imposition of a lien, shall apply.

10. Any utility easement set forth on the Short Plat or benefitting the lots created therein shall be in favor of the lot owners benefitted thereby and also in favor of any electric, telephone, gas, TV cable, water, or sewer company or utility, public or private, or their respective successors, to install, construct, operate, maintain, alter or repair their respective utilities, together with the right of ingress and egress for said purposes; provided that any ditching or other construction shall be promptly restored at the conclusion of such work at the sole expense of the said utility or owner performing the work.

11. The provisions set forth herein shall touch, concern, and run with the land. Any or all of the lot owners subject to the provisions of this Declaration are specifically given the right to enforce this Declaration via any proceedings, whether sounding in law, in equity, or some combination thereof, against any person or persons violating or threatening to violate any of the provisions herein set forth, and to recover from such person(s) any damages suffered by them and resulting from such violation(s). If any legal action or proceeding is brought arising from this Declaration or the duties or obligations imposed herein, including but not limited to the



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imposition and/or enforcement of a lien as set forth above, then the prevailing party in such action or proceeding shall be entitled to its reasonable attorney's fees and costs.

12. No waiver of a breach of any of the provisions hereof shall be construed as a waiver of any other breach of the same, nor shall failure to enforce or insist on the strict compliance with any of the provisions of this Declaration, either by forfeiture or otherwise, be construed as a waiver of that or any other provision herein set forth. The provisions herein set forth are to be construed as separate and independent of one another. The plural or singular forms of terms used in this Declaration are to be applied when the context requires it.

13. The provisions of this Declaration are to be perpetual in nature and cannot be modified or abrogated except by the unanimous written and acknowledged consent of all the lot owners subject hereto. This Declaration shall be binding upon all present and future lot owners and their heirs, successors and assigns, and all persons claiming under or through them, for the benefit of all future lot owners. This Declaration shall be fully enforceable against each lot that is the subject hereof as it is presently constituted, and shall in addition apply equally to all portions of each such lot in the event such lot is subdivided, partitioned, or otherwise physically divided, and shall further fully apply to any property adjacent to any lot in the Short Plat coming into common ownership with any such lot.

EXECUTED effective on the date first set forth above.

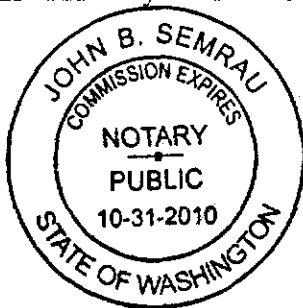
Jeanine B. Bronco
JEANINE B. BRONCO

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this day personally appeared before me JEANINE B. BRONCO, to me known to be the individual described in and who executed the foregoing document and acknowledged that she signed said document 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 JANUARY, 2009.



John B. Semrau
NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT VERNON
My appointment expires 10-31-2010



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