

Skagit County Auditor

6/26/2013 Page

1 of

8 3:48PM

\$151.00

After recording return to:

Shropshire Law Firm, PLLC
1223 Commercial Street
Bellingham, WA 98225

LAND TITLE OF SKAGIT COUNTY

146624-0E

DOCUMENT TITLE: Restrictive Covenant and Access Easement Agreement
REFERENCE NUMBER OF RELATED DOCUMENT: N/A
GRANTORS: John P. Milchenko and Susan A. Michenko
William E. Kramer
GRANTEES: John P. Milchenko and Susan A. Milchenko
William E. Kramer
ABBREVIATED LEGALS: Lots 1 – 3, Kramer Short Plat No. PL05-0749 (AF#200701100120)
ASSESSOR'S TAX PARCEL NUMBERS: P125873/360417-3-014-0300 (Lot 1)
P125874/360417-3-014-0400 (Lot 2)
P49353/360417-3-014-0102 (Lot 3)

RESTRICTIVE COVENANT AND ACCESS EASEMENT AGREEMENT

This Restrictive Covenant and Access Easement Agreement ("Agreement") is made and entered into by and between the Grantors and Grantees, each named above.

RECITALS:

1. Grantors and Grantees are the owners in fee simple of real property legally described in Exhibit A.
2. Grantors and Grantees wish to establish a restrictive covenant for the lots within Kramer Short Plat, limiting their use for single family residential purposes only, not to include mobile homes or any manufactured homes.
3. Grantors also wish to grant and Grantees also wish to receive an easement over, on and across the portions of Grantors' property hereinafter referred to as the "Easement Area." (A depiction of the approximate Easement Area is set forth and incorporated by Exhibit B.) The Easement Area is also identified as the "Detention Pond Easement" on the face of Kramer Short Plat No. PL05-0749, recorded January 10, 2007 in the records of Skagit County under its Auditor's File No. 200701100120, which is also incorporated hereby.

NOW THEREFORE, in consideration of the mutual terms and covenants herein, along with other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties further agree as follows:

1. **INTENT AND PURPOSE.** The intent and purpose of this Agreement is to establish a restrictive covenant, perpetually burden the Easement Area and grant the associated easement rights to the full extent described below.
2. **RESTRICTIVE COVENANT.** Each lot within the subdivision is to be used and occupied solely for single-family residential purposes. "Single-family residential purpose" shall mean the construction and owner occupation of a home built and designed for occupancy by a single-family, as opposed to a multiple-family unit such

UNOFFICIAL

Grantor: John P. Milchenko, Susan A. Milchenko, William E. Kramer
Grantee: John P. Milchenko, Susan A. Milchenko, William E. Kramer
Legal Description: Lots 1-3, Kramer Short Plat No. PL05-0749
Assessor's Property Tax Parcel Nos.: P125873, P125874, P49353

RESTRICTIVE COVENANT AND ACCESS EASEMENT AGREEMENT

This Restrictive Covenant and Access Easement Agreement ("Agreement") is made and entered into by and between the Grantors and Grantees, each named above.

RECITALS:

1. Grantors and Grantees are the owners in fee simple of real estate legally described in Exhibit A.
2. Grantors and Grantees wish to establish a restrictive covenant for the lots within Kramer Short Plat, limiting their use for single family residential purposes only, not to include mobile homes or any manufactured homes.
3. Grantors also wish to grant and Grantees also wish to receive an easement over, under, on and across the portions of Grantors' property hereinafter referred to as the "Easement Area" (A depiction of the approximate Easement Area is set forth and incorporated by Exhibit B, and also shown on the face of Kramer Short Plat No. PL05-0749, recorded January 10, 2007, in the records of Skagit County under its Auditor's File No. 200701100120, which is also incorporated hereby).

NOW THEREFORE, in consideration of the mutual terms and covenants herein, along with other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties further agree as follows:

1. **INTENT AND PURPOSE.** The intent and purpose of this Agreement is to establish a restrictive covenant, perpetually burden the Easement Area and grant the associated easement rights to the full extent described below.
2. **RESTRICTIVE COVENANT:** Each lot within the subdivision is to be used and occupied solely for single-family residential purposes. "Single-family residential purpose" shall mean the construction and ~~owner~~ occupation of a home built and designed for occupancy by a single-family, as opposed to a multi-family unit such as a duplex, triplex, etc. Single-family use or a single-family residence shall not mean or include mobile homes, modular, manufactured or prefabricated homes, all of which shall be prohibited on all lots within Kramer Short Plat. Notwithstanding any of the foregoing prohibitions, lawfully permitted accessory dwelling units shall be allowed within Kramer Short Plat so long as the accessory dwelling units are not mobile homes, modular homes, or manufactured homes.

J. A.
W. E. K.
D.V.



201306260102

3. **GRANT OF THE EASEMENT.** Grantors hereby grant and convey Grantees, and their heirs, successors and assigns, a perpetual easement over, under, on and across the Easement Area to use the Easement Area for access to and from Lots 1, 2 and 3 of said Kramer Short Plat No. PL05-0749. The Easement Area shall be and is hereby limited to the area depicted in Exhibit B. Grantors further grant and convey Grantees the right to take any and all reasonably necessary and proper actions to maintain the Easement Area for Grantees' use so long as doing so does not increase the size of the Easement Area. To protect Grantees' rights hereunder, Grantors', their heirs, successors, assigns, licensees, invitees, tenants, employees, personal representatives and legal representative are hereby prohibited from constructing any improvement or structure within the Easement Area, which would impair or impede Grantees' from using the Easement Area for their ingress and egress purposes. This Agreement shall at all times be considered and is hereby deemed appurtenant to Grantees Property.
4. **MAINTENANCE OF THE EASEMENT.** All costs of maintaining, repairing, improving or otherwise connected with the Easement Area shall be borne equally by the Grantees. Properly allocated costs shall become an enforceable lien against any associated property of any Grantee, refusing or failing to participate in the maintenance, repair, and improvement or otherwise made by unanimous agreement of the other users, said lien being non-judicially foreclosable as a deed of trust under the laws of the state of Washington.
5. **RUNNING OF BENEFITS AND BURDENS.** The provisions of this Agreement, including the benefits and burdens, shall be construed to run with the land and be binding upon and inure to the benefit and or burden of the parties, their heirs, assigns, licensees, invitees, successors, tenants, employees, personal representatives and legal representatives.
6. **ATTORNEY'S FEES AND COSTS.** In any action, proceeding, or arbitration between the parties to this Agreement arising out of this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party, including on appeal. Any such action shall be brought in Skagit County, Washington.
7. **EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS.** The parties agree to execute any and all necessary documents to accomplish the intent and purpose of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement this 26th day of June, 2013.

GRANTORS:

John P. Milchenko
John P. Milchenko

Susan A. Milchenko
Susan A. Milchenko

William E. Kramer
William E. Kramer

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 26 2013

GRANTEES:

Amount Paid \$
Skagit Co. Treasurer
By MF Deputy

John P. Milchenko
John P. Milchenko

Susan A. Milchenko
Susan A. Milchenko

William E. Kramer
William E. Kramer



UNOFFICIAL DOCUMENT

APPROVED AS TO FORM AND CONTENT:


Daniel VerMum



201306260102

Skagit County Auditor

\$151.00

6/26/2013 Page

4 of

8 3:48PM

STATE OF WASHINGTON)

)ss

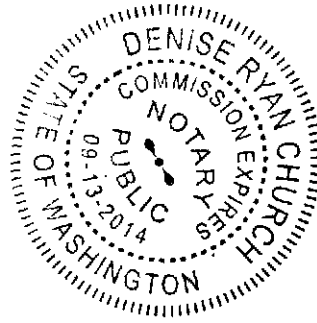
County of Whatcom)

I certify that I know or have satisfactory evidence that John P. Milchenko and Susan A. Milchenko 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 this instrument.

Dated this 27 day of June, 2013.

Denise Ryan Church
Notary Public in and for the
State of Washington, residing at
Bellingham

My appointment expires 9/13/14



STATE OF WASHINGTON)

)ss

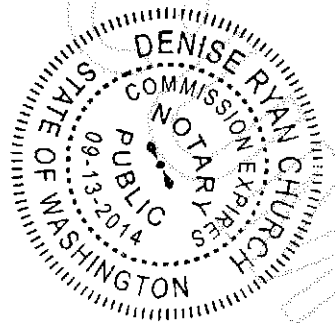
County of Whatcom)

I certify that I know or have satisfactory evidence that William B. Kramer is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 24 day of June, 2013.

Denise Ryan Church
Notary Public in and for the
State of Washington, residing at
Bellingham

My appointment expires 9/13/14

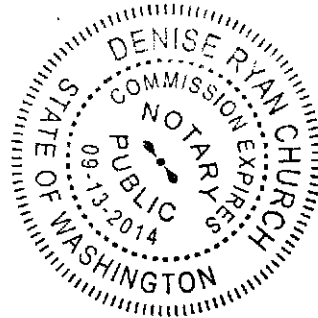


STATE OF WASHINGTON)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Daniel VerMulin is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 27 day of June, 2013.

Denise Ryan Church
Notary Public in and for the
State of Washington, residing at
Bellingham
My appointment expires 9/13/14



201306260102

Skagit County Auditor

\$151.00

6/26/2013 Page

8 of

8 3:48PM

Exhibit A

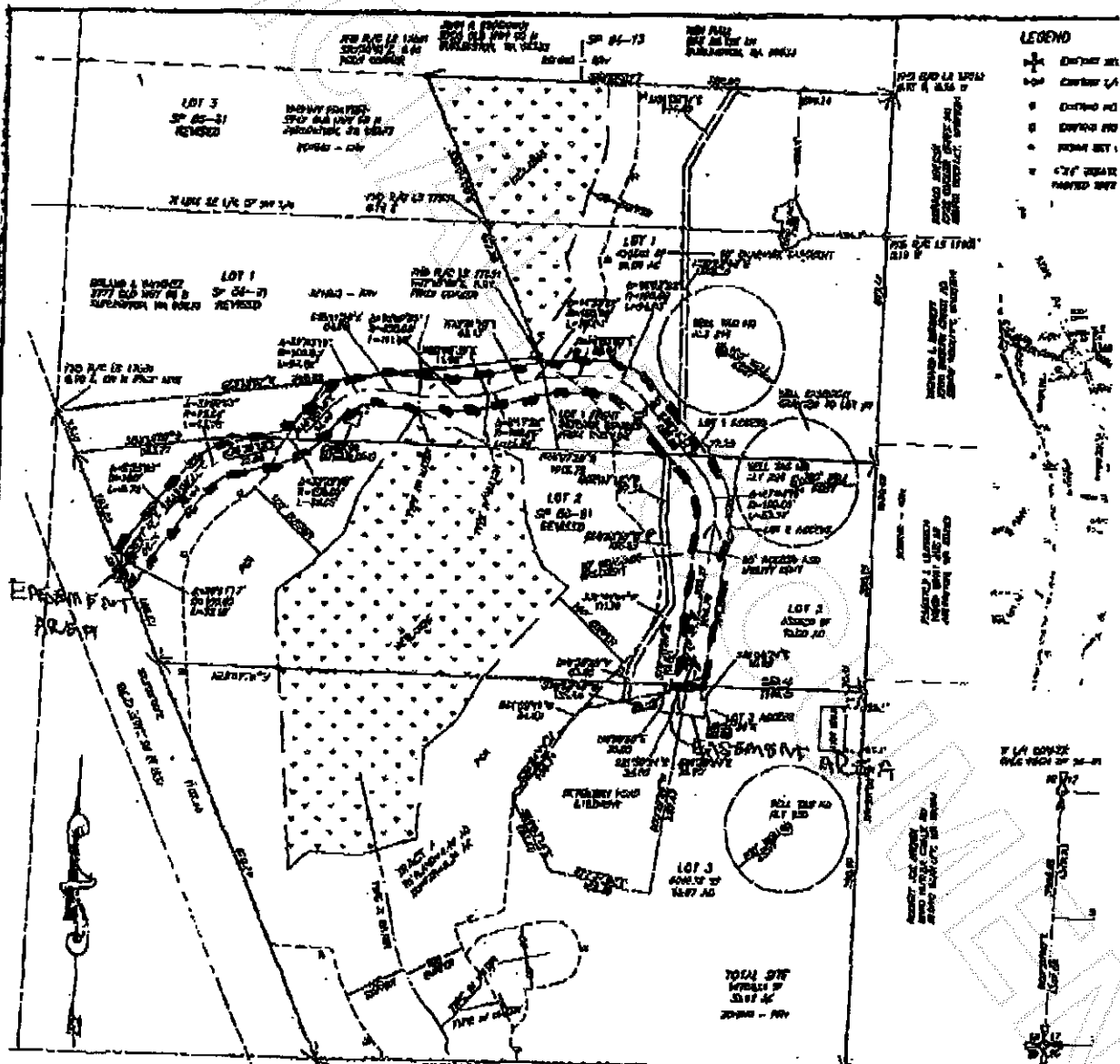
Lots 1, 2 and 3, Short Plat No. PL05-0749, approved January 2, 2007, recorded January 10, 2007 under Auditor's File No. 200701100120, records of Skagit County, Washington, being a portion of the Southwest ¼ of Section 17, Township 36 North, Range 4 East, W.M.;

Situate in the County of Skagit, State of Washington



201306260102

EXHIBIT B



GRAPHIC SCALE
 (30 FEET)
 1" = 100' = 30.48 M
 SURVEYOR'S CERTIFICATE

