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SKA KATHY HILL FOR

9707150041

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RETURN TO:

Sk. County Planning
700 S. 2nd St.
Mt. Vernon, Wisc. 52773

RECORDED _____ FILED _____
REQUEST OF _____

DOCUMENT TITLE(S) (or transactions contained herein):

Homeowner's Maintenance Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

|| ADDITIONAL REFERENCE NUMBERS ON PAGE _____ OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Kenneth Thomas
2. Ruth Thomas
3. Peter Thomas
- 4.

|| ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Public
- 2.
- 3.
- 4.

|| ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: L.e., lot, block, plat or quarter, quarter, section, township and range):

lots 1-4 of short plat 95-0008

|| ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

|| TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE _____ OF DOCUMENT.

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BK 1684 PG 0353

HOMEOWNERS' MAINTENANCE AGREEMENT FOR TRIPLE CREEK LANE

Lots 1 through 4 Short Plat Number 95008 Skagit County, Washington

This is a private road maintenance agreement by and between the property owners of Lots 1 through 4 inclusive of the Kenneth N. Thomas short plat Number 95008 of Skagit County, Washington in a portion of the SW 1/4 and NW 1/4 of Section 17, Township 33 North, Range 5 East.

WITNESSETH:

Kenneth N. Thomas and Ruth M. Thomas, husband and wife, and Peter A. Thomas are the owners of the above described property.

NOW THEREFORE, the parties hereby declare and agree as follows:

1. Said Lots 1 through 4 have an ingress, egress and utility easement over, under and upon the private road servicing said lots. This private road is referred to as "Triple Creek Lane."
2. These easements give each lot owner the right to construct, improve, repair and use their easements for ingress, egress and utility purposes. In the event a lot owner enters this private road for construction, improvement, repair and maintenance purposes, they shall leave the private roadway in as neat a condition as before entering it.
3. Lot owners are restricted from parking on Triple Creek Lane in such a way as to overly interfere with the reasonable use of the access easement and no recreational vehicle trailers, commercial vehicles and boats shall be parked on it.
4. It shall take the written agreement of three of the four property owners (with one exception as described below in #6), of Lots 1, 2, 3, or 4 to require all property owners to share in each of the costs of maintenance, repair and improvement of the roadway and drainage facilities situated on Triple Creek Lane. All property owners shall be given a copy of any written agreement of work to be done ten days before construction commences or a contract is given out, whichever is sooner. Notice shall be assumed to be given when put in the US Mail and addressed according to the Assessor's records or given in person. In the event there is more than one owner of any lot, only one of the owners need to sign and/or receive the written agreement of work to be done. The above requirement of 10 days notice can be waived in case of an emergency.
5. It is the intention of the parties to this agreement to maintain the roadway, culverts, drainage ditches and bridges situated on and under Triple Creek Lane in a good state of repair. Chuckholes shall be repaired and if paved, the roadway shall be repaved when necessary. It is also the intention of the parties to remove sand, silt, and other material from time to time that is built up under and around the bridges and ditches in order to provide proper drainage for the roadway. Home owners shall agree to repair any damage to the roadway or bridges which may occur due to flooding. All parties to this agreement agree not to waste or misuse the roadway. Reasonable wear and tear and use is expected.

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6. The one exception to the above requirement is if Triple Creek Lane falls to a seriously poor state of repair, then it shall take the written agreement of only two of the four property owners to require all property owners to require all property owners to share in the cost to repair Triple Creek Lane (including the bridges, culverts, drainage ditches, and build-up under and around the bridges and ditches in order to provide proper drainage for the roadway. All parties to this agreement agree not to waste or misuse the roadway.
7. In the event one or more lot owners fail to abide by the restriction stated in this agreement then the other party(ies) shall have the right to bring an action at law against the person(s), firm(s), or corporation(s) responsible for such failure.
8. If any obligation shall become delinquent, the owner or owners of said lots may bring an action at law against the person(s), firm(s), or corporation(s) responsible for such obligation and/or foreclose the lien against the delinquent owner's property. Interest costs and reasonable attorney's fees of any such action shall be added to the amount of such obligation and all such sums shall be included in any judgment or decree entered in such proceeding. No owner or contract purchaser shall be relieved of liability for the obligations provided for herein by non-use or abandonment of his parcel.
9. Homeowners are also required to keep drainage ditches clean, mowed, and clear of debris.
10. Speed limit may be established by three of the four home owners.
11. This Agreement herein shall constitute a covenant running with the land and shall be binding upon the respective parties hereto, their heirs, successors or assigns and any future owner or contract purchaser of said lots.

Kenneth N. Thomas
KENNETH N. THOMAS

8/6/96
date

Ruth M. Thomas
RUTH M. THOMAS

8/6/96
date

Peter A. Thomas
PETER A. THOMAS

8/6/96
date

Ruth M. Thomas as Power of Attorney

STATE OF WASHINGTON

COUNTY OF SHALIT } ss.

On this 6th day personally appeared before me
KENNETH N. THOMAS - RUTH M. THOMAS + PETER A. THOMAS P.O.A.
to me known to be the individual(s) described in and who
executed the within and foregoing instrument, and acknowledged that THEY signed the same as THEIR
free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 6th
day of AUGUST, 1996.

Donald Youngren
Notary Public in and for the State of Washington, residing at
Mountain View

STATE OF WASHINGTON

COUNTY OF _____ } ss.

On this _____ day of _____, 19____
before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____

to me known to be the _____ President and _____ Secretary,

respectively of _____

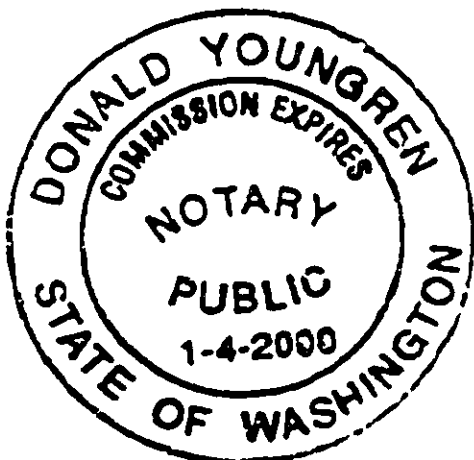
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes

therein mentioned, and on oath stated that _____

authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at _____



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