

Return To:
Almida Vista Corporation
PO Box 1416
Anacortes WA
98221

SKAGIT COUNTY CLERK
KATHY HILL
CLERK

98 JAN -8 P2:11

RECORDED _____ FILED _____
REQUEST OF _____

9801080066

**DECLARATION OF EASEMENTS, COVENANTS,
AND ROAD MAINTENANCE AGREEMENT**

This declaration made this 8 day of ~~JAN~~, 1998 by Almida Vista Corporation, a Washington Corporation, whose address is PO Box 1416, Anacortes, Washington, 98221, hereinafter referred to as "Declarant" and/or "Developer".

WITNESSETH:

THAT WHEREAS, the aforementioned Declarant is owner of that certain real property described on attachment noted as Exhibit "A",

THAT WHEREAS, the aforementioned Declarant has created a four (4) lot short plat, and intends to sell the lots,

THAT WHEREAS, the property described on Exhibit "A" are hereinafter referred to as "subject Property",

THAT WHEREAS, the Developer has conveyed to and reserved certain easements of ingress, egress, and utilities within said above subject property,

THAT WHEREAS, the Developer desires to set forth the rights, restrictions, easements and covenants that pertain to the subject property as to the existing road system herein described or to be hereafter constructed, which shall serve subject property known as Almida Vista, Skagit County short plat #960103.

THAT WHEREAS, Developer may hereafter specifically and exclusively convey to third parties owning property within or outside the boundaries of the subject property, the right to use said road system and utilities herein described.

GRANT OF EASEMENT.

1. Declarant does hereby make, grant and convey and reserve unto itself a roadway and utility easement over and across and under those certain strips described upon the attached Exhibits designated as Detail "A" of the Short Plat Map
2. Said easement shall be for ingress, egress, road right of way purposes, together with utility easement for water, power, cable, telephone line, storm sewer or other utilities as the case may be
3. Said easement shall be for the exclusive benefit for the subject property and future owners may not convey or allow other owner's of adjoining properties to utilize said easements as access or for utilities, without the specific grant of the Developer, whose rights are reserved and further set forth below:

RESERVATION BY DEVELOPER.

1. The Developer may, in the future further develop a portion of the property, or acquire additional property in the vicinity of the subject property and in that connection may desire to use the easement herein dedicated. The Developer reserves to itself, its successors and assigns the exclusive right to utilize said road and utility system, in connection with its further development of a portion of the property or with its acquisition of adjacent property or rights in said adjacent property for whatever purposes
2. In alternative to reservation #1 above, the Developer may wish to convey to other parties the right to use said road and utility system to third parties, in connection with their utilization of their respective properties. The Developer similarly reserves such rights to grant to said third parties, the right of ingress, egress and utilities as herein dedicated.

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3. Any utilization of said dedicated easement by other parties or the developer, in connection with property other than the "subject property", upon a permanent basis, shall require such other users to be subject to the maintenance provisions of this Declaration
4. Any utilization of said easement on a temporary basis shall require such user(s) to repair any damage sustained by such use and to restore the road to its original state or condition upon completion of their activity.
5. The Developer, his successors and assigns, shall exercise this reservation with the intent to preserve said road system and not to cause obstruction of access to other owners having the right to utilize said system.

CONDITION OF ROAD SYSTEM & INTENDED IMPROVEMENTS BY DEVELOPER

The road described on the attached easement exhibits are for the most part constructed. Those which are not installed, will, prior to sale of the specific lots served thereby or in connection with the negotiation of the sale of said lots, be improved or a schedule agreed to for such improvements. It is not the intent of the developer to upgrade said system or parts thereof beyond the general condition of the road system which now exists.

ROAD MAINTENANCE AGREEMENT

The existing road has been built to current county standards and the owners may, at some future date petition the county to assume maintenance on said road right-of-way.

Prior to Skagit County assuming the obligation of maintaining said road, the owners shall proportionately share in the cost and expense of maintaining it in its present condition.

The Declarant hereby establishes and provides that the subject property shall be subject to this road maintenance agreement, and all subsequent owners, successors or assigns, shall take said road property or portion thereof, subject to this road maintenance agreement. The subsequent owners, assigns or successors in interest, in any portion of the above referred subject property and any other property which Developer shall grant the right to use said easement dedicated herein, shall proportionately share in the cost and expense of maintaining and repairing in good condition the road right of way over and across the easements described herein. The proportionate share of said property owners shall be established by dividing the number of property owners purchasing or holding title to any portion of the above referred to real property into the cost of the annual maintenance or repair, budget which shall be established by a maintenance corporation known as "Almida Vista Home Owners Association" to be hereafter established by the Developer with applicable by-laws, which shall be operated in a similar manner to other developments similarly developed or established.

A majority of the property owners of said subject property shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be recommended by the board of directors or director of said corporation. It is understood that the maintenance and repair of said roads is for the benefit of all property owners and the property owner of any such owner failing to pay his proportionate share as provided herein shall be subject to a lien and assessment for the proportionate share of such cost, and the maintenance corporation shall be empowered to lien against said property of the owner failing to pay its share of the maintenance costs which may be foreclosed in the manner provided for foreclosure of mechanics liens.

The Declarant/Developer shall be excluded from payment of yearly fees, even though he/she may retain one or more lots in the subdivision

COVENANTS

The easements and agreements contained herein shall be binding upon the parties herein and their successors and assigns, and shall be construed as covenants running with the land

IN WITNESS WHEREOF, the parties have affixed their signatures herein the date and year above written.

By: ALMIDA VISTA CORP
[Signature]

STATE OF WASHINGTON, COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Ken Wolcoski 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 purposes mentioned in this instrument. Dated Jan 8 1998
[Signature]
Residing at Port Vernon

Notary Public in and for the State of Washington.
My appointment expires 4-8-2000

Garrett 804
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
paid
JAN 08 1998
By: [Signature]
Skagit County Treasurer
Deputy

