



200212170075
Skagit County Auditor

12/17/2002 Page 1 of 7 11:31AM

Road Maintenance Agreement Peace Cliff Lane

Grantor: Charles G. Peterson

Skagit County Short Plat No. 114-78, Lot 2
Skagit County Short Plat No. 99-0026

Abbreviated Legal Description: Tr. 2 of SP 114-78 in Lot 58 Anaco Beach.

Parcel No. P61862

This is a private road maintenance agreement (hereinafter "Agreement") by and between the property owners of Lots 1 and 2, of the Charles G. Peterson Short Plat No. 99-0026, which is Tract 2 of Short Plat 114-78, and a portion of Lot 58, ANACO BEACH, SKAGIT COUNTY, WASHINGTON, as per plat recorded in Volume 5 of Plats, page 4, Records of Skagit County, Washington, situate in Skagit County, State of Washington, a portion of Section 34, Township 35 North, Range 4 East, W.M.

CHARLES G. PETERSON, as owner of the above-described property intending to establish an unincorporated homeowners association under Chapter 64.38 RCW, does hereby declare covenants, conditions, restrictions, rules, and regulations regarding the formation of an owners association for administration of a private short plat road.

WITNESS:

1. Lots 1 and 2, Short Plat 99-0026, shall have ingress, egress, and utility easements over, under, and upon the private road serving said lots as shown in Skagit County Short Plat No. 114-78 and Short Plat ~~99-0026~~, the former Plat having identified ⁹⁹⁻⁰⁰²⁶

ROAD MAINTENANCE AGREEMENT - 1

Peace Cliff Lane as Sea Breeze Lane and Rosario Beach (sic) Lane, also known as Rosario Reach Lane. This private road shall be referred to as "Peace Cliff Lane."

2. Each lot owner shall have the right to construct, improve, repair, and use the road for ingress, egress, and utility purposes. In the event that a lot owner enters this private road for construction, improvement, repair, or maintenance, they shall leave the property and roadway in as good a condition as it was before entering it.

3. Lot owners are restricted from parking on Peace Cliff Lane in such a way as to interfere with the reasonable use of the access by others, and no recreational vehicles, trailers, commercial vehicles, construction equipment, or boats shall be parked on it.

4. Owners are required to keep drainage ditches clean, mowed, and clear of debris adjacent to their lot(s).

5. It is the intention of the parties that these covenants, conditions, and restrictions regulate the maintenance of the roadway, culverts, drainage ditches, and utilities situated on and under Peace Cliff Lane in a good state of repair. Chuckholes shall be repaired, and if the roadway is paved, the roadway shall be repaved as necessary to maintain its integrity as a continuous driving surface. It is the intention of this declaration that lot owners remove material which may, from time to time, build up under and around the culverts and other drainways which protect the roadway. Owners agree to repair any damage to the roadway which may occur due to flooding or erosion. Although owners anticipate reasonable wear and tear in the use of their rights to the common easement, all parties agree to refrain from misuse of the roadway or waste of the improvements.

6. A speed limit may be established by the owners at any annual or special meeting of the Association. The Association shall purchase appropriate signage for speed limit and parking violations. Towing of vehicles under state and local laws may be posted at the road entry and cul de sac terminus at the expense of the Association in order to provide appropriate signage to support towing of unauthorized vehicles.

7. On November 1, 2001, and on each succeeding November 1st thereafter, all owners shall convene an annual meeting to elect a Road Supervisor and establish a budget for the costs incurred by the Association to exercise its powers over the common expenses incurred to maintain the private road and the common areas of the short plat.

ROAD MAINTENANCE AGREEMENT - 2



200212170075

Skagit County Auditor

12/17/2002 Page

2 of

7 11:31AM

Not less than fourteen (14) days, nor more than sixty (60) days in advance of any meeting, the original owners, or thereafter, the Road Supervisor elected as an officer of the Association, shall cause notice to be hand delivered or sent postage prepaid by first class mail, United States Postal Service, to the mailing address of each owner, or to such other mailing address designated in writing by the owner, stating the time and place of the meeting and the business to be on the agenda for a vote by the owners, including the general nature of any proposed amendment to this Agreement, any budget or changes to previously approved budgets which may cause a change in assessment obligation, and any proposal to remove an officer. All meetings shall be open for observation by owners of record and their authorized agents. Minutes of all actions taken at the annual meeting shall be available to owners.

8. The budget adopted at the annual meeting of the Association shall establish a dollar amount to be assessed equally against the two (2) lots in the short plat. Each lot owner shall receive notice of the assessment at the time of the annual meeting, or by mailing within ten (10) days after the annual meeting to the lot owner's last known address. Failure to contribute the assessed amount within forty-five (45) days of the notice of assessment shall be a default, and the Association shall have the right to file a lien for the unpaid assessment, plus interest at the rate of twelve (12%) percent per annum and all costs of enforcement, including reasonable attorney's fees may be added to principal and interest. Each owner of each lot shall be personally liable for each assessment coming due or remaining unpaid after purchase of a lot.

9. The Association's budget shall include a premium for a standard form Homeowners Association Policy of Liability insurance coverage, as well as allowances for maintenance of the private road and a sinking fund for any improvements, deferred maintenance, or depreciation of improvements.

10. Each lot shall be allowed to cast one ballot, in person or by written proxy, to elect a Road Supervisor and for or against all other business coming before the meeting. The Road Supervisor shall establish an interest-bearing savings account at the Anacortes Branch of Skagit State Bank, under the name of Peace Cliff Lane Association. The designated account shall receive and disburse all funds of the Association, and the Road Supervisor shall secure a taxpayer identification number for the Association from the United States Treasury Department, Internal Revenue Service.



11. Any work undertaken by the Road Supervisor which is not covered by the budget and annual assessment of the Association, may be undertaken only with the written consent of two (2) owners or the concurrent approval of other users of Peace Cliff Lane who contribute a sum at least equal to the special assessment toward the cost of maintenance, repair or improvement to the roadway or drainage facility situated on Peace Cliff Lane right of way. All property owners shall be entitled to a copy of any contract for special assessment work upon request. Notice shall be by personal service or United States Mail, postage prepaid, to the last known address of the lot owner. This procedure shall not prevent the Road Supervisor from taking emergency measures in the interest of the Association.

12. The Association shall also be charged with such construction, maintenance and repair of the emergency access granted by Jay Lund over San Juan Boulevard and the Emergency Access recorded under Skagit County Auditor's No. 200110040016, on October 4, 2001.

13. In the event that one (1) or more lot owners fails to abide by terms of this governing document of the Association, then other lot owners shall have the right to bring an action against the person, firm, or corporation responsible for the violation. No owner or contract purchaser shall be relieved of any liability for the obligations established by this governing document through nonuse or abandonment of a lot or parcel.

14. Each lot owner shall be individually responsible for the collection and proper disposition of garbage, hazardous substances, rubbish, waste, and noxious weeds. Junk cars shall not be allowed in the view of other lot owners.

15. The lots in the short plat are intended for residential use, and such accessory uses as may be allowed by Skagit County under its comprehensive plan and zoning code, including home occupations and bed and breakfast establishments.

16. This Agreement shall constitute a covenant running with the land and shall be binding upon the respective lot owners, the signatories, their heirs, successors, and assigns.

DATED this 21st day of October, 2002 .



CHARLES G. PETERSEN

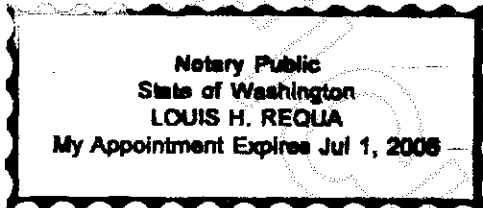
KARI HANNEVOLD, pro forma



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me CHARLES G. PETERSEN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st date of October, 2002 .



Louis H. Requa
Notary Public, State of Washington
Residing at: Sedro-Wadley, WA.
My Commission Expires: July 1, 2006

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me KARI HANNEVOLD, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ date of October, 2002 .

Notary Public, State of Washington
Residing at: _____
My Commission Expires: _____



11. Any work undertaken by the Road Supervisor which is not covered by the budget and annual assessment of the Association, may be undertaken only with the written consent of two (2) owners or the concurrent approval of other users of Peace Cliff Lane who contribute a sum at least equal to the special assessment toward the cost of maintenance, repair or improvement to the roadway or drainage facility situated on Peace Cliff Lane right of way. All property owners shall be entitled to a copy of any contract for special assessment work upon request. Notice shall be by personal service or United States Mail, postage prepaid, to the last known address of the lot owner. This procedure shall not prevent the Road Supervisor from taking emergency measures in the interest of the Association.

12. The Association shall also be charged with such construction, maintenance and repair of the emergency access granted by Jay Lund over San Juan Boulevard and the Emergency Access recorded under Skagit County Auditor's No. 200110040016, on October 4, 2001.

13. In the event that one (1) or more lot owners fails to abide by terms of this governing document of the Association, then other lot owners shall have the right to bring an action against the person, firm, or corporation responsible for the violation. No owner or contract purchaser shall be relieved of any liability for the obligations established by this governing document through nonuse or abandonment of a lot or parcel.

134. Each lot owner shall be individually responsible for the collection and proper disposition of garbage, hazardous substances, rubbish, waste, and noxious weeds. Junk cars shall not be allowed in the view of other lot owners.

15. The lots in the short plat are intended for residential use, and such accessory uses as may be allowed by Skagit County under its comprehensive plan and zoning code, including home occupations and bed and breakfast establishments.

14. This Agreement shall constitute a covenant running with the land and shall be binding upon the respective lot owners, the signatories, their heirs, successors, and assigns.

DATED this 21st day of October, 2002 .


CHARLES G. PETERSEN


KARI HANNEVOLD, pro forma

10-22-02

ROAD MAINTENANCE AGREEMENT - 4



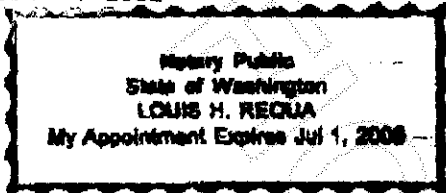
200212170075

Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me CHARLES G. PETERSEN, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st date of October, 2002 .



Louis H. Regua
Notary Public, State of Washington
Residing at: Scottdale, WA.
My Commission Expires: July 1, 2006

STATE OF ~~WASHINGTON~~-California)
) ss.
COUNTY OF ~~SKAGIT~~ Solano

On this day personally appeared before me KARI HANNEVOLD, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd date of October, 2002 .



Mary L. Richardson
Notary Public, State of ~~Washington~~-California
Residing at: Benicia CA
My Commission Expires: 12-7-04

ROAD MAINTENANCE AGREEMENT - 5



200212170075
Skagit County Auditor