

Molly Smith



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Document Title:

Covenants & Restrictions Jerry Smith Short Plat
ANA 03-001 20030213 0095

Reference Number :

Grantor(s):

1. Smith, Jerry
2. Smith Molly

☐ additional grantor names on page ____

Olson, Charles

Olson, Margaret

Grantee(s):

- 1.
2. Public

☐ additional grantee names on page ____

Abbreviated legal description:

☐ full legal on page(s) ____

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

ANA 03-001
COVENANTS & RESTRICTIONS for JERRY SMITH SHORT PLAT ~~03-001~~

recorded under AF # 2003 0213 0095

The following covenants and restrictions are for Lots 5, 6, 7, and 8 of the Jerry Smith Short Plat, which was previously described as Lot 4 of Short Plat 95-020, recorded in Skagit County records as AF# 9605130078.

1. Drainage Tract. The drainage tract shall be maintained to be free from obstructions, including brush and vegetation, or other objects which may hamper its effectiveness. All costs of maintaining, repairing, improving or costs otherwise connected with any drainage courses, storm drainage swales, detention facilities, storm water discharge or outfall pipes or any other portion of the drainage tract system shall be incurred equally by all owners of this short plat, excluding any such owner of the parcel containing the drainage tract and wetland.
2. Taxation of Drainage Tract and Wetland Parcel. Regardless of ownership status of that parcel of land containing the drainage tract and wetland adjacent to Lot 8, taxes for the drainage tract and wetland parcel shall be equally apportioned in accordance with paragraph three below, and paid by the owners of Lots 5, 6, 7 and 8, and other such parcel owners who shall benefit from the drainage tract and wetland. The current owner of the parcel containing the drainage tract and wetland as of the tax year assessed shall have the right to collect the proper apportioned share from the owners, and the owner of the drainage tract and wetland parcel shall in turn pay the taxes to the County Treasurer. The owners of Lots 5, 6, 7 and 8, and other such beneficiary owners, hereby agree that failure to pay their share of taxes shall give the owner of the drainage tract and wetland parcel the right to place a lien on their respective properties.
3. Apportionment of Costs. The proportionate share of each property owner shall be established by dividing the cost of maintenance and repair, and/or taxes, for the drainage tract and wetland, by the total number of lots in this short plat, excluding the wetland and drainage tract parcel itself, as of the date of the maintenance and/or repair or assessed taxes, taking into account that such lots may be further subdivided after the effective date of this short plat.
4. Decisions Concerning Maintenance or Repair. Any decision to take action to maintain or improve the drainage tract or wetland must be approved by a majority vote of the lot owners subject to this short plat. Each lot shall be entitled to one vote, including the lot containing the drainage tract and wetland. All lot owners shall be given a minimum of 20 calendar days written notice prior to any vote taking place, and such notice shall be sent via U.S. Postal Service at the address of each lot owner as on file with the county assessor's office.
5. Damage Caused by Intent or Negligence of Owners. In the event of damage to the drainage tract or wetland caused by the intentional or negligent acts of one or more owners within the short plat, the cost of repairing said damage shall be the obligation of the owner(s) responsible for the same, regardless whether such act or negligence is the result of the guest, licensee, or invitee of said owner(s). In the event the responsible owner(s) fails to pay for repairs, a majority vote of remaining owners can vote to have such repairs completed, and the costs shall be the responsibility of the lot owner responsible for such damage.



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6. Compliance With Federal, State, and Local Laws and Regulations. All lot owners hereby agree to share equally in any costs associated with maintaining the drainage tract and wetland to ensure compliance with any applicable federal, state, or local statutes, codes, and regulations.

7. Subdivision. In the event any of the above lot owners or their successors subdivide their property, then the new owners of the newly created and sold parcel(s) shall thereafter be obligated to contribute a pro rata share of maintaining the drainage tract and wetland. In the event that one lot owner subdivides his or her lot but does not yet sell the lots, such owner will have an equal number of votes as the number of his or her lots. However, the owner of the subdivided lots will also have an equal number of pro rata shares responsible for the costs of maintenance and repair.

8. Enforcement. If any owner of a lot shall violate or allow the violation of one or more of these covenants and restrictions, it shall be lawful for the remaining owners to prosecute and proceed at law or in equity against such violating owner to correct or enjoin the violation or to recover damages related thereto, notwithstanding the fact that such errant owner may have ceased to hold title to a lot within this short plat. In the event the non-violating remaining owners take enforcement action provided above, all reasonable costs including attorneys' fees incurred as a result of such action shall be paid by the errant owner, and such costs shall bear interest at twelve percent per annum, and shall constitute a lien against the lot, provided that the violator still holds title to the lot, and such lien is properly recorded with the county auditor. Failure to enforce any provision of these covenants and restrictions shall not operate as a waiver of any such covenant or restriction contained herein. The remedies provided herein are in addition to and not in limitation of any other remedies provided by law.

9. Easement for Maintenance and Repair. The owner of Lot 8, or the owners of any subdivided parcels thereof, hereby grant an express appurtenant easement for the purpose of allowing maintenance and repair of the drainage tract and wetland area.

All of the above covenants and restrictions are subject to and together with all other existing easements, reservations, covenants, restrictions, liens, leases, court causes, and other instruments of record. Further, these covenants and restrictions shall touch and concern the land, and run with the land, and shall be binding on all parties having any right, title, or interest in the property or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.



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IN WITNESS WHEREOF, the owners have hereunto set their hands and seals the 12 day of February, 2003.

Jerry Smith
Jerry Smith

Charles Olson
Charles Olson

Other owner

Other owner

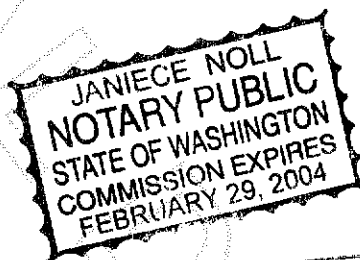
Molly Smith
Molly Smith

Margaret Olson
Margaret Olson

Other owner

(Note: This will require notarization of signatures, then record document along with the short plat at auditor's office, and annotate face of short plat to incorporate covenants and restrictions)

I CERTIFY THAT I KNOW OR
HAVE SATISFACTORY EVIDENCE
THAT JERRY SMITH, MOLLY
SMITH, CHARLES OLSON,
MARGARET OLSON ARE THE
PERSONS WHO PERSONALLY
APPEARED BEFORE ME, & SAID PERSONS
ACKNOWLEDGED THAT THEY SIGNED



Janiece Noll
Reside in Sno
Expires 2/29/04

THIS INSTRUMENT WAS ACKNOWLEDGED IT TO BE THEIR FREE
AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED
IN THIS INSTRUMENT.



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