

COVER SHEET



200304290205
Skagit County Auditor

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RETURN TO:

SONKIN & SCHREMPF, PLLC

2955 - 80th Avenue S.E., #201

Mercer Island, WA 98040-2960

DOCUMENT TITLE(S) (list all titles contained in document):

1. JOINT MAINTENANCE AGREEMENT

2.

Chicago Title 026654
BE 7533

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

1.

2.

ACCOMMODATION RECORDING

[] ADDITIONAL REFERENCE NUMBERS ON PAGE ____ OF DOCUMENT.

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

1. M HAWK CONSTRUCTION, INC.

2.

3.

4.

1.

2.

3.

4.

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

[] ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT.

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

1. public

2.

3.

4.

1.

2.

3.

4.

[] ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT.

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

Lots 1 through 5, "TJ TOWNSHOUSES, " as recorded November 30, 2000,
under Skagit County Auditor's file No. 200011300053.

[] ADDITIONAL LEGAL(S) ON PAGE ____ OF DOCUMENT.

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

P117588, P117589, P117590, P117591
P117592

[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE ____ OF DOCUMENT.

When Recorded Return To:

SONKIN & SCHREMPP, PLLC
2955 - 80th Avenue S.E., #201
Mercer Island, WA 98040-2960

JOINT MAINTENANCE AGREEMENT

Summary Of Parcels

Owner: M. Hawk Construction, Inc.
Legal Description: Lots 1 through 5, "TJ TOWNHOUSES," as recorded
November 30, 2000, under Skagit County Auditor's File No.
200011300053.

Assessor's Parcel No.: Situate in the County of Skagit, State of Washington
P117588, P117589, P117590, P117591
P117592

The Parties enter into this Easement as follows:

1. **DEFINED TERMS.** The following terms have the meanings set forth below:
 - 1.1. **Agreement.** The Joint Maintenance Agreement created by this document.
 - 1.2. **Common Fence.** Each Fence that is on the dividing line between any 2 Parcels.
 - 1.3. **Common Wall.** Each Outer Wall located adjacent to and connected with an Outer Wall on an adjacent Parcel.
 - 1.4. **Easement.** Each easement created by this Agreement.
 - 1.5. **Fence.** Each fence built or located upon a Parcel.
 - 1.6. **Outer Wall.** Each outer wall of each house built upon any Parcel.
 - 1.7. **Parcel(s).** Each of the Lots referenced above.
 - 1.8. **Roof.** The roof, including all layers above the joists and other structural members.
2. **GRANT OF EASEMENT.**
 - 2.1. **Common Elements.** Each owner of a Parcel conveys and warrants to each owner of an adjacent Parcel an Easement along the common lot boundary line for the construction and maintenance of a Common Fence and a Common Wall.
 - 2.2. **Roof.** Each owner of a Parcel conveys and warrants to each owner of another Parcel an Easement over all structural members necessary to support the common Roof.
 - 2.3. **Encroachments.**
 - 2.3.1. **Creation.** Each Parcel has an easement over adjoining Parcels for the purpose of accommodating any encroachment due to:
 - Engineering errors, errors in original construction, settlement or shifting of any house;
 - Repair or rebuilding following partial or total destruction and;
 - Building overhang or projection; and
 - Any other similar cause.There are valid easements for the maintenance of said encroachments while they exist.
 - 2.3.2. **Exclusion.** No valid easement for encroachment exists in favor of a Parcel if such encroachment was intentional and caused or permitted by the owner of such Parcel.
 - 2.3.3. **Effect Of Encroachment.** The rights and obligations of owners of each Parcel will not be altered in any way by any such encroachment. The foregoing encroachments are not encumbrances affecting the marketability of title to any Parcel.
3. **USE.**
 - 3.1. **Purpose.** The Easements are non-exclusive and is granted for the purpose of maintaining the structural integrity of the houses constructed upon each Parcel.
 - 3.2. **Maintenance.** The owner of each Parcel has the right and responsibility to construct, maintain and keep in good repair the improvements as follows:



3.2.1. Each Fence and Outer Wall (other than Common Fence and Common Wall) is the responsibility of the owner upon whose Parcel the Fence and/or Outer Wall is located.

3.2.2. Each Common Fence and Common Wall is the joint responsibility of the owner of each Parcel adjacent to such Common Fence and/or Common Wall.

3.2.3. The Roof is the joint responsibility of each owner of a Parcel.

3.2.4. Each Fence, Outer Wall and the Roof shall be maintained to the same standard, or better, than they were initially built. Any change must be approved by a majority of the owners of all of the Parcels and by each Parcel directly affected.

3.3. Costs. The owners of each Parcel are responsible for maintenance costs as follows:

3.3.1. The costs of building, maintaining and keeping in good repair each Fence and each Outer Wall, with the exception of each Common Fence and each Common Wall, is the responsibility of the owner of the Parcel upon which such Fence and Outer Wall is located.

3.3.2. The costs of building, maintaining and keeping in good repair each Common Fence and Common Wall is the equal responsibility of each the 2 owners of the Parcels that share each Common Fence and Common Wall.

3.3.3. The costs of building, maintaining and keeping in good repair the Roof is the equal pro rata responsibility of each owner of a Parcel.

3.4. Insurance. Each owner of a Parcel shall obtain and maintain such insurance as is reasonably necessary to meet all of their respective responsibilities under this Agreement, with an insurance carrier authorized to do business in the State of Washington.

4. **ENFORCEMENT**.

4.1. Breach. If any owner of a Parcel breaches this Agreement, the breach shall constitute a lien upon such owner's Parcel.

4.2. Remedy. Each non-breaching owner of a Parcel is entitled to enforce this Agreement in court. Because money damages will not be adequate, the non-breaching owner shall be entitled to injunctive relief in addition to a claim for damages.

4.3. Attorneys Fees And Costs. In the event of any dispute arising under this Agreement, the prevailing party is entitled to recover its costs, including reasonable attorneys fees and interest at the statutory rate upon any damages.

5. **DURATION**.

5.1. Binding Effect. This Agreement creates restrictions and covenants running with the land. This Agreement inures to the benefit of and is binding upon the owners if each Parcel and their respective heirs, successors and assigns including, but not limited to, all subsequent owners of each Parcel and all persons claiming under them.

5.2. Termination. This Easement is perpetual, unless terminated by the owners of each Parcel, in a written instrument properly recorded.

Note: all signatures, dates and seals must be entirely within the respective boxes. Do not make any initials or other marks outside of the boxes.

6. **EXECUTION**. We execute this Easement.

M. Hawk Construction, Inc.

By:

Martin D. Hochfeld, its president

Date

4/28/03

STATE OF WASHINGTON) (Corporate)
) ss.
COUNTY OF KING)



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I certify that I know or have satisfactory evidence that Martin D. Hochfeld is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the president of M.

Hawk Construction, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Terry D. McMahon 11/19/05
NOTARY PUBLIC in and for the State of _____ Date
Washington, residing at Bethell WA
My appointment expires 11-19-05



H:\Clients\Hochfeld Mount Vernon Maintenance\2003-11-03

**SONKIN &
SCHREMPP,
PLLC**

Attorneys At Law
2955 - 80th Avenue S.E., #201
MERCER ISLAND, WA 98040
206-275-2870



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