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Filed for Record at Request of:
Gary T. Jones
P.O. Box 1245
Mount Vernon, WA 98273

Road Maintenance Agreement
Emily Lane

Grantors: **John R. Brink and Twyla A. Brink, husband and wife**
Harlan Brown and Rhonda Brown, husband and wife
Marietta C. Karr, as her separate property

Skagit County Short Plat No. 96-0107
Auditor's File No. 200109050094
Abbreviated Legal Description: A Ptn of SW ¼ of S 27, T 35N, R 3E, W.M. Skagit County
Parcel Nos. P34865, P118288, P118287, P34867

This is a private road maintenance agreement, hereinafter denominated "Agreement", by and between the present property owners within Skagit County Short Plat No. 96-0107 situated in a Portion of the Southwest quarter of Section 27, Township 35N, Range 3E, W.M., which supplements and to the extent of any inconsistency, supercedes, that Non-Exclusive Maintenance Declaration made August 21, 2001 and filed under Skagit County Auditors File No. 200109050095

JOHN R. BRINK and TWYLA A. BRINK, husband and wife, as developers of the above-described Short Plat, intending to establish an unincorporated homeowners association under Chapter 64.38 RCW, do hereby declare the following covenants, conditions, restrictions, rules, and regulations to govern the administration of a private short plat road commonly known as Emily Lane for the benefit of homeowners within Skagit County Short Plat No. 96-0107 which also serves the premises described in Exhibit "A" which shall participate in maintenance and operation expenses in proportion to use.

WITNESS:

1. Lots 1 though 3 inclusive, Short Plat 96-0107, recorded under Auditor's File No. 200109050094 records of Skagit County, Washington, shall have ingress, egress, and utility access over, under, along, and across the private road easement serving said lots as shown in Skagit County Short Plat No. 96-0107 which identifies the right of way for Emily Lane, a Skagit County Short Plat Road constructed to Skagit County standards and accepted by Skagit County Engineer August 27, 2001 and by Skagit County Planning and Permit Center on the 29th day of August 2001.

2. Each homeowner shall have the right to construct, improve, repair, and use the above described Short Plat 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 and shall not damage, unnecessarily disturb or interrupt service for those served by utilities, including storm water drainage.

3. Lot owners are restricted from parking on Emily 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 the short plat road easement.

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

5. It is the intention of the parties that the roadway, drainage, and utilities situated within the Short Plat Road Easement be maintained and in a good state of repair by homeowners within the Short Plat. The roadway shall be free of chuckholes and graded or paved to maintain its integrity as a continuous driving surface. Home owners, in anticipation of reasonable wear and tear and their use of rights in common to the Easement will contribute per linear foot of roadway measured from the centerline of Josh Wilson Road to the North boundary of their premises on an annual basis a proportionate share of estimated cost of maintenance and operation provided that all homeowners who have been issued a building permit to any lot which has vehicle access over Emily Lane shall contribute an equal share of said estimated cost.

6. A speed limit of fifteen miles per hour (15 mph) is hereby established and 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 and enforcement of these covenants.

7. On October 1, 2004, or another mutually accepted date, and on each succeeding October 1st thereafter, all homeowners using Emily Lane shall convene an annual meeting to elect a Road Supervisor and establish the estimated costs incurred by the Association to cover the common expenses incurred to maintain the private road easement.

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 estimated cost or changes to previously approved cost estimates which may cause a change in assessment obligation, and any proposal to remove an officer. All meetings shall be open for observa-

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tion by owners of record and their authorized agents. Minutes of all actions taken at the annual meeting shall be available to owners.

8. The estimated costs adopted at the annual meeting of the Association shall establish a dollar amount to be assessed against the lots in the short plat and must receive the affirmative support of at least two (2) homeowners. Each homeowner 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 homeowner'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 issuance of a building permit on the lot served by Emily Lane.

9. The Association's estimated costs 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 homeowner and building permit holder 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 Burlington Branch of Whidbey Island Bank, under the name of Emily 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 estimated costs 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 Emily 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 Emily 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 homeowner. This procedure shall not prevent the Road Supervisor from taking emergency measures in the interest of the Association.

12 In the event that one (1) or more homeowners fails to abide by terms of this governing document of the Association, then other homeowners 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.

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13 Each homeowner 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 homeowners.

14. 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.

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

DATED this 14th day of June, 2004.

John R. Brink
JOHN R. BRINK

Twyla A. Brink
TWYLA A. BRINK

Harlan Brown
HARLAN BROWN

Rhonda Brown
RHONDA BROWN

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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me JOHN R. BRINK and TWYLA A. BRINK, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me 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 14th date of June, 2004.

SARAH L. CLEAVER
COMMISSION EXPIRES
NOTARY
PUBLIC
1-1-06
STATE OF WASHINGTON

Sarah L. Cleaver
Notary Public, State of Washington
Residing at: Burlington
My Commission Expires: 1-1-06

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me HARLAN BROWN and RHONDA BROWN, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me 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 11th date of June, 2004.

KAREN R. DORAN
COMMISSION EXPIRES
NOTARY
PUBLIC
5-21-2005
STATE OF WASHINGTON

Karen R. Doran
Notary Public, State of Washington
Residing at: Burlington, Wa.
My Commission Expires: 5-21-2005

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