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## COVER SHEET

Return to: Surveyors and Engineers  
806 Metcalf Street  
Sedro-Woolley, WA 98284  
Phone: (360)855-2121

### REDTAIL RIDGE ROAD MAINTENANCE; STORMWATER COLLECTION SYSTEM; AND DETENTION SYSTEM DECLARATION/AGREEMENT

Grantor: KEN and LAURA HOWARD

Grantee: Lot Owners of Redtail Ridge;  
William Zirbel and Marcia Zirbel, husband and wife

#### Legal Description:

A Portion of the Southeast Quarter of Section 11 and a Portion of the Northeast Quarter of Section 14, all in Township 34 North, Range 1 East, W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBER: P19190; P19207; P121232

**ROAD MAINTENANCE; STORM WATER COLLECTION SYSTEM; AND  
DETENTION SYSTEM DECLARATION/AGREEMENT**

This Declaration/Agreement is made and entered into this 18 day of June, 2004, by Ken Howard and Laura Howard, husband and wife, and William Zirbel and Marcia Zirbel, husband and wife, hereinafter referred to as "Declarants," in their capacities as owners of the following described land, situate in Skagit County, Washington:

[See attached Exhibit "A" (Howard Property); Exhibit "B" (Zirbel property)]

**I.**

**ROAD MAINTENANCE DECLARATION/AGREEMENT**

A. The DECLARANTS do hereby establish a Road Maintenance Agreement for the Non-Exclusive Easement for ingress, egress and utilities over, under, across and through a 60-foot wide road and 90' diameter cul de sac (a.k.a. REDTAIL RIDGE LANE) as shown on Short Plat PL04-0178 recorded under AF# \_\_\_\_\_, records of Skagit County, Washington. This Agreement shall benefit and bind the owners and future owners of lot 1, lot 2, lot 3 and lot 4 of short plat PL04-0178 referred to above in Exhibit A, and the owners and future owners of the Zirble property described in Exhibit "B" attached hereto and by this reference made a part hereof as though fully set forth. Each owner of the above-referenced lots, and any divisions thereof, shall pay, be responsible for and hold each other harmless from a proportionate share of the actual annual cost of road maintenance for Redtail Ridge Lane. To that end, the Declarants do hereby mutually and irrevocably agree as follows:

1. They shall cooperate in the regular and reasonable maintenance of Redtail Ridge Lane; and

2. They shall share in the reasonable cost of such maintenance in the percentages set forth below:

- |    |            |       |
|----|------------|-------|
| a. | Lot 1      | 22.5% |
| b. | Lot 3      | 22.5% |
| c. | Lot 4      | 22.5% |
| d. | Zirbel Lot | 22.5% |
| e. | Lot 2      | 10%   |

3. No maintenance or improvements shall be made without the approval of sixty percent (60%) of all owners, each lot representing one vote. No lot owner shall incur significant repair or maintenance expenses or make commitments to third parties



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without first obtaining the agreement of sixty percent (60%) of all lot owners. Such agreement shall not be unreasonably refused.

4. Redtail Ridge Lane shall be inspected periodically and repairs made when reasonably necessary to ensure safe and smooth traffic flow for single family residential purposes. Maintenance/repair shall be undertaken promptly as dictated by the circumstances and condition of the road as it relates to the above requirement. Road maintenance shall include but not necessarily be limited to:

- a. Ensure that minimum roadway crown is maintained so as to facilitate storm water runoff and reduce pothole development/action; and
- b. Repair potholes and other road service regularities promptly to avoid further erosion/damage; and
- c. The addition of crushed rock or similar surfacing as reasonably necessary; and
- d. Removal or spraying of vegetation as reasonably necessary to maintain full roadway width and utility.

5. In the event maintenance of the road becomes necessary or desirable as a result of normal use, and one lot owner seeks the agreement of the others to its accomplishment but such agreement is unreasonably withheld, the party wishing to accomplish said work or have it accomplished may proceed with said maintenance work and all other parties shall then be responsible for their proportionate share of the reasonable costs of such work.

6. No lot owner or guest, invitees or agents of any lot owner shall so use or abuse the road so as to unreasonably interfere with the use of said road by any other lot owner; or so as to cause damage or deterioration to the road in excess of that which is fair, reasonable and normal for single family residential usage. In the event damage or deterioration is caused by any party, any party's invitee, guest or agent, or with any party's agreement or acquiescence, any required repairs shall be solely the responsibility of that party and the required repairs shall be promptly undertaken and completed. In the event the party causing the damage, directly or indirectly, does not effectuate such repairs, the other lot owners may do so after reasonable notice of their intention to do same, and be promptly reimbursed for all reasonably expenses in carrying out the needed repairs.

7. In the event a party is responsible for expenses for either routine repair under paragraph 5, or extraordinary repairs as defined in paragraph 6, and said party or parties fail to accomplish the repairs or pay their proportionate share of the expense thereof, the party or parties accomplishing the work or causing said work to be done shall have a lien on the other lot owners' properties who have not paid their proportionate share of the repair/maintenance costs, which lien shall attach upon accomplishment of the



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work, which lien may be perfected and realized upon by following the procedure/rules as set forth in RCW 60.04.

8. If disagreement arises between the parties in connection with this agreement or its enforcement, including enforcement of any other party's obligations or liens arising as set forth above, the substantially prevailing party shall be entitled to be reimbursed for their reasonable attorney's fees and costs incurred enforcing their rights hereunder.

9. For lien purposes, each lot owner's share of such costs and expenses for road maintenance shall be due and payable in annual, quarterly, or monthly installments as determined by the Declarant or by seventy five percent (75%) of the lot owners, as appropriate, and shall be due within thirty (30) days after the mailing of notice of assessment by the Declarant or the lot owners, as appropriate. Each lot shall have 1 vote. All such road maintenance/improvement assessments, together with late charges, interest, costs and reasonable attorney's fees, shall be a charge/lien on the land, and the Declarants shall have a continuing lien against the owners interest in such lot or lots to secure payment of any such assessment, charge or other amount due and owing to the Declarant or the other lot owners as set forth herein. Such lien may be enforced pursuant to the provisions of the revised code of Washington as now in effect or as may hereafter be amended.

B. FURTHER, the Declarants under this Declaration/Agreement hereby acknowledge and grant a perpetual easement for the installation and maintenance of all utilities over, under, across and through the above-described roadway easement for Redtail Ridge Lane. The purpose of this utility easement is to provide utility services to each owner of the lots within short plat number PL04-0178, and any division or refinement thereof, and the Zirbel property as described on Exhibit "B" above. For purposes of this Declaration/Agreement, the terms utilities shall include but not necessarily be limited to electrical power, natural gas, cable and phone services.

## II.

### STORM WATER COLLECTION SYSTEM AND DETENTION SYSTEM DECLARATION/AGREEMENT

A. The Declarants do hereby establish a Storm Water Collection System and Detention System Agreement to provide for the operation and maintenance of the storm water collection system and detention system on, over, under, across and through the real property described above, as set forth on Exhibits A and B. This Agreement shall benefit and bind the owners and future owners of Lot 1, Lot 2, Lot 3, and Lot 4 of Short Plat PL04-078, referred to above in Exhibit A, and the owners and future owners of the Zirbel property, described on Exhibit B. Both Exhibits are attached hereto and by this reference made a part hereof as though fully set forth. Each owner of the above-referenced lots, and any divisions thereof, shall pay, be responsible for and hold each other harmless from a proportionate share of the annual costs of the operation, repair and maintenance of the storm water collection system and detention system as it now exists or is hereafter



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improved, on the above-referenced parcels of real estate, sometimes referred to as Redtail Ridge. To that end, the Declarants do hereby mutually and irrevocably agree as follows:

1. They shall cooperate in the regular and reasonable operation, repair and maintenance of the storm water collection system and detention system described above; and

2. They shall share in the reasonable costs of such operation, repair and maintenance in the percentages set forth below.

- |    |            |       |
|----|------------|-------|
| a. | Lot 1      | 22.5% |
| b. | Lot 3      | 22.5% |
| c. | Lot 4      | 22.5% |
| d. | Zirbel Lot | 22.5% |
| e. | Lot 2      | 10%   |

3. The storm water collection and detention system shall be inspected periodically and repairs made when reasonably necessary to ensure that the standards set forth in the "Redtail Ridge Operation and Maintenance Manual for the Storm Water Collection System and Detention System" are reasonably met. The Operation and Maintenance Manual referred to above is attached hereto marked Exhibit "C" and by this reference made a part hereof as though fully set forth.

4. In the event repair and/or maintenance of the storm water collection system and/or detention system becomes necessary or desirable as a result of normal use, and one lot owner seeks the agreement of the others to its accomplishment but such agreement is unreasonably withheld, the party wishing to accomplish said work or have it accomplished may proceed with said maintenance work and all other parties shall then be responsible for their proportionate share of the reasonable costs of such work.

5. No Lot owner or guest, invitees or agents of any lot owner shall do anything so as to unreasonably interfere with the operation and effectiveness of the storm water collection system and detention system; or allow or perpetrate any act or omission which would create an excess of "run off" to enter the systems at any one time, or cause unreasonable damage to the system. In the event damage or deterioration is caused by any party, any party's invitee, guest or agent, or with any party's agreement or acquiescence, any required repairs shall be solely the responsibility of that party and the required repairs shall be promptly undertaken and completed. In the event the party causing the damage, directly or indirectly, does not effectuate such repairs, the other lot owners may do so after reasonable notice of their intention to do same, and be promptly reimbursed for all reasonable expenses in carrying out the



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6. In the event a party is responsible for expenses for either routine repair under paragraph 5, or extraordinary repairs as defined in paragraph 6, and said party or parties fail to accomplish the repairs or pay their proportionate share of the expense thereof, the party or parties accomplishing the work or causing said work to be done shall have a lien on the other lot owners' properties who have not paid their proportionate share of the repair/maintenance costs, which lien shall attach upon accomplishment of the work, which lien may be perfected and realized upon by following the procedure/rules as set forth in RCW 60.04.

7. If disagreement arises between the parties in connection with this agreement or its enforcement, including enforcement of any other party's obligations or liens arising as set forth above, the substantially prevailing party shall be entitled to be reimbursed for their reasonable attorney's fees and costs incurred enforcing their rights hereunder.

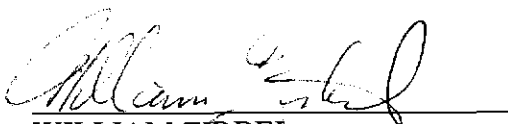
8. For lien purposes, each lot owner's share of such costs and expenses for road maintenance shall be due and payable in annual, quarterly, or monthly installments as determined by the Declarant or by seventy five percent (75%) of the lot owners, as appropriate, and shall be due within thirty (30) days after the mailing of notice of assessment by the Declarant or the lot owners, as appropriate. Each lot shall have 1 vote. All such repairs/maintenance assessments, together with late charges, interest, costs and reasonable attorney's fees, shall be a charge/lien on the land, and the Declarants shall have a continuing lien against the owners interest in such lot or lots to secure payment of any such assessment, charge or other amount due and owing to the Declarant or the other lot owners as set forth herein. Such lien may be enforced pursuant to the provisions of the revised code of Washington as now in effect or as may hereafter be amended.

IN WITNESS WHEREOF, the Declarants do hereby affix their signatures below, and do further declare that they will execute any and all further documents as may be necessary to effectuate the spirit and intent of this Agreement. This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

DATED this 18<sup>th</sup> day of June, 2004.

  
KEN HOWARD

  
LAURA HOWARD

  
WILLIAM ZIRBEL

  
MARCIA ZIRBEL

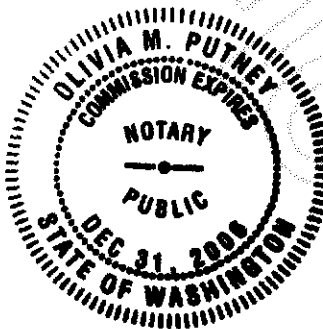


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STATE OF WASHINGTON )  
:SS  
COUNTY OF SKAGIT )

On this day personally appeared before me, KEN HOWARD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 18 day of June, 2004.

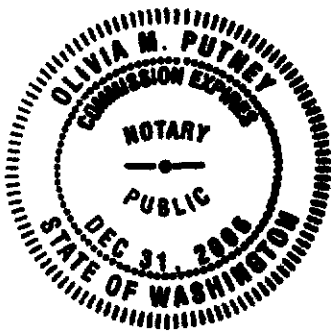


*Olivia M. Putney*  
Notary Public in and for the State of  
Washington, residing at Anacortes.  
Commission expires: 12/31/06

STATE OF WASHINGTON )  
:SS  
COUNTY OF SKAGIT )

On this day personally appeared before me, LAURA HOWARD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 18 day of June, 2004.

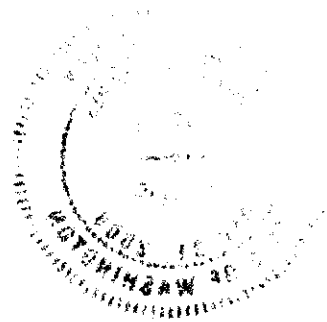


*Olivia M. Putney*  
Notary Public in and for the State of  
Washington, residing at Anacortes.  
Commission expires: 12/31/06



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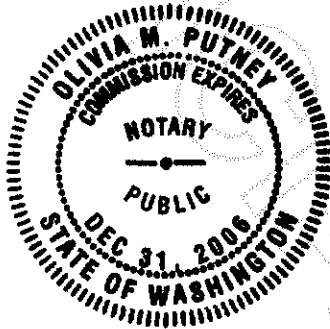




STATE OF WASHINGTON )  
:SS  
COUNTY OF SKAGIT )

On this day personally appeared before me, WILLIAM ZIRBEL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 18 day of June, 2004.

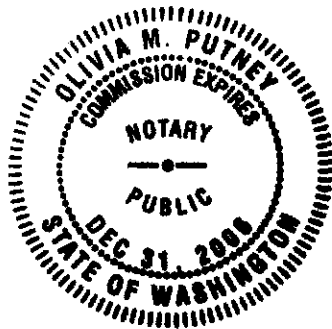


*Olivia M. Putney*  
Notary Public in and for the State of  
Washington, residing at Anacortes.  
Commission expires: 12/31/06

STATE OF WASHINGTON )  
:SS  
COUNTY OF SKAGIT )

On this day personally appeared before me, MARCIA ZIRBEL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 18 day of June, 2004.



*Olivia M. Putney*  
Notary Public in and for the State of  
Washington, residing at Anacortes.  
Commission expires: 12/31/06



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