

RETURN TO:

HUGH LEWIS, ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE # 220
BELLINGHAM, WA 98226
(360) 392-2880



200510190065
Skagit County Auditor

10/19/2005 Page 1 of 5 11:15AM

ACCOMMODATION RECORDING ONLY

FIRST AMERICAN TITLE CO.

M8679

TITLE OF DOCUMENT:

GRANTOR:

GRANTEE:

ABBREV. LEGAL DESCRIPTION:

PARTY WALL COVENANT

THE GREAT AMERICAN DREAM, INC., LANDMARK
BUILDING AND DEVELOPMENT, INC.

THE GREAT AMERICAN DREAM, INC., LANDMARK
BUILDING AND DEVELOPMENT, INC.

LOTS 102, 103, 120 & 121, ROSEWOOD P.U.D.,
PHASE 2, DIV I, AF# 200312030041

LOTS 34 & 35, ROSEWOOD P.U.D., PHASE 2, DIV II,
AF# 200408170112

LOTS 151, 152, ROSEWOOD P.U.D., PHASE 2, DIV
III, AF# 200505160223

ASSESSOR'S PARCEL NOS.:

P121924; P121925; P121127; P121128;

P121140; P121141; P122869; P122870

PARTY WALL COVENANT

THIS COVENANT is made this 12 day of OCT, 2005 by the undersigned
owners of Lots in the Plat of Rosewood P.U.D.

ARTICLE I

PRELIMINARY MATTERS; PURPOSE

1.1. Preliminary Matters - Missing Party Wall Covenants.

An instrument entitled "Protective Covenants, Conditions and Restrictions" (the "Covenants"), was
recorded by its Declarant at Auditor's File No. 200205290098 among the land records of Skagit County,
Washington, following the recordation of a plat map (the "Plat") for of Rosewood P.U.D., Phase I, (the

"P.U.D."), which was recorded at Auditor's File No. 200002140086. The Covenants made no provision for party walls or for the joint maintenance of any shared components of duplex structures. The P.U.D. was subsequently expanded through the recordation of Plats for Rosewood P.U.D., Phase 2, Divisions I, II and III, at Auditor's File Nos. 200312030041, 200408170112 and 200505160223, respectively. These subsequent plat maps contained Lots which were suitable for the development of duplex dwelling structures, but the Covenants were not amended to provide for the joint maintenance of the party walls or other shared components of such duplex structures.

1.2. Purpose of New Covenant.

The purpose of this Covenant is to create binding obligations beneficial to the perpetual maintenance of the common or party walls supporting and enclosing duplex dwelling structures ["Duplex Dwellings"] constructed within the P.U.D.

ARTICLE II

EASEMENTS AND JOINT MAINTENANCE PROVISIONS

2.1. Easements for Duplex or Townhouse Dwellings on Adjacent Lots.

Dwellings in Duplex Buildings constructed on adjacent Lots share common improvements and facilities, which require that all such Lots be perpetually benefitted and burdened, as the case may be, by the following additional easements and covenants:

2.1.1. In General.

Each Lot has an easement in and through each other Lot for utilities, for lateral and/or subjacent support, and for the performance of any necessary maintenance, repair or replacement. Any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is or becomes necessary from time to time to maintain the integrity of either or both of the conjoined Dwellings is known herein as "Upkeep".

2.1.2. Interior Boundary Walls - Party Walls.

All Dwellings shall be or have been constructed such that each Dwelling includes at least one separately-framed interior wall abutting upon the common boundary separating the Lots sharing such common boundary; both such walls shall share a common foundation. Those portions of the walls and foundations which serve both Dwellings in the Building shall at all times be considered party walls. Each Lot has an easement of support over the foundation areas on adjacent Lots for maintenance of and Upkeep to the Lot's portions of the party wall. Each interior wall abutting upon the common boundary shall be



deemed to exist to provide lateral support and protection from the elements for the adjacent Dwelling. Each such interior wall shall be perpetually maintained by the Owner of its Dwelling for such purposes. The costs of Upkeep to common foundations supporting a party wall shall be borne equally by the Owners of the Dwellings served thereby.

2.1.3. Roofs, Gutters & Siding.

The Owner of each Dwelling shall be responsible for the maintenance, repair and replacement of that portion of the siding materials and the common roof and gutter system as is located or installed upon or attached to the Dwelling. Each Lot has an easement over all structural members of the Dwelling on the adjacent Lot, for the purpose of supporting the roof structure on the Lot. Each Lot also has an easement over the roof of the Dwelling on the adjacent Lot, for the purpose of providing access to such roof to facilitate Upkeep thereof by such Owner.

2.1.4. Shared Fencing, Entrance Areas and Walkways.

Any shared entry area within or adjacent to a Dwelling, along with any fence, private landscaping or other improvements constructed along the common boundary line between two Lots, exist for the benefit of the Dwellings served thereby. Each Owner of a Dwelling sharing such facilities shall be jointly responsible for the maintenance, repair and replacement of those facilities.

2.1.5. Lien for Upkeep Expenses - Alternative Dispute Resolution Preferred.

If an Owner fails to properly maintain, repair or replace any of the improvements which are the responsibility of such Owner under this Article II, or to pay his or her fair share of a shared obligation after thirty (30) days written notice, then the Association or the other Owner may have such work done, by licensed, bonded contractors, on the account of the responsible Owner. The responsible Owner's obligation to pay such costs of maintenance, repair or replacement shall constitute an equitable lien, in favor of the party actually paying such costs, against the responsible Owner's Lot; said lien, if not paid within thirty (30) days following delivery by mail of a reasonably itemized invoice therefor, may be foreclosed in the manner of a mortgage on real property. In addition to the rights, remedies and procedures described above, an Owner may, with the consent of the other Owner and/or the Association, agree to resolve any dispute through mediation, binding or nonbinding arbitration, or such other alternative dispute resolution mechanism as may be deemed appropriate, at the discretion of the affected parties.

2.1.6. Encroachments.

Each Lot has an easement over an adjoining Lot for encroachments resulting from errors in engineering, surveying or original construction, from shifting or settlement of constructed improvements, for building projections and/or overhangs, from repair or reconstruction following partial or total destruction,



and from other similar causes, but not from any construction undertaken by the Lot Owner without the approval of the Board of Directors which inadvertently or intentionally causes an encroachment. Any permitted encroachments shall be permitted to remain in place only for so long as the encroaching structure continues to exist within the Lot, and shall not be deemed to create a condition of unmarketable title with respect to the Lot upon which the encroachment exists.

ARTICLE III

OBLIGATIONS BINDING IN PERPETUITY AS EQUITABLE SERVITUDES

3.1. Binding Covenant.

The covenants, conditions, restrictions and easements contained herein are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land and shall be binding upon each affected Lot as a parcel of realty, and upon its Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of each Lot or any security interest therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

3.2. Enforcement - Attorney's Fees.

Any affected party may enforce this instrument by appropriate action and in such action may recover reasonable attorneys' fees and costs awarded by the Court.

3.3. Construction.

The rule of strict construction does not apply to this Covenant. This Covenant shall be given a reasonable construction so that the intention of the parties to confer reasonable rights of use and enjoyment between themselves will be honored.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 12th day of October, 2005.

/

/

/

/



200510190065
Skagit County Auditor

10/19/2005 Page 4 of 5 11:15AM

THE GREAT AMERICAN DREAM, INC.,
a Washington Corporation

By: [Signature]
JOHN ELLIS, Its President

LANDMARK BUILDING AND DEVELOPMENT, INC.,
a Washington Corporation

By: [Signature]
JOHN ELLIS, Its President

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that John Ellis 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 THE GREAT AMERICAN DREAM, INC., a Washington Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 13th, 2005

[Signature]
NOTARY PUBLIC for the State of
Washington. My commission
expires June 26, 2007

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that John Ellis 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 LANDMARK BUILDING AND DEVELOPMENT, INC., a Washington Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 13th, 2005

[Signature]
NOTARY PUBLIC for the State of
Washington. My commission
expires June 26, 2007

