



200702150076

Skagit County Auditor

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AFTER RECORDING RETURN TO:

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Abbrev. Leg. Lots 1, 2, 3, 4, Tr A, Short Plat No 3406, AFN  
Ptn of NE 1/4 of NE 1/4 of Sec 23, T35N, R4E, WM

Tax Acct. Nos. 350423-1-063-0010/ P37218

350423-1-063

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350423-1-063

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

FEB 15 2007

Amount Paid ☒  
By: Skagit County Treasurer  
Lp Deputy**MAINTENANCE AGREEMENT FOR  
OPEN SPACE AREA, ACCESS EASEMENT  
and DRAINAGE SYSTEM****RECITALS**

BRIAN D. HANSON and DARLENE L. HANSON, husband and wife, are owners of the real property described below, (hereafter referred to as "the property" or "the Short Plat"):

LOTS 1, 2, 3, 4, and Tract A, SEDRO WOOLLEY SHORT PLAT No. 3406,

Approved \_\_\_\_\_, 2007, and

Recorded under AFN 200702150075 records of Skagit  
County, Washington,

Being a portion of the NE 1/4 of the NE 1/4 of Section 23, Township 35 North,  
Range 4 East, W.M.

Situate in Skagit County, Washington.

The above named owners intend, by this instrument, to subject the above referenced property to the covenants and maintenance agreements set forth herein for to insure maintenance of the open space area and easements depicted on the Short Plat being recorded concurrently herewith and to protect the value and desirability of the property.

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THEREFORE, to accomplish the foregoing purposes, the above named owners declare that the property shall be held, conveyed, hypothecated, encumbered, leased, rented, used occupied and improved subject to the easements, covenants, and maintenance agreements set forth on the face of the Short Plat and also those set forth in this instrument, which shall run with the land and be a burden upon and benefit to the declarant and to any other person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

## **MAINTENANCE AGREEMENTS**

### **OPEN SPACE AREA.**

Tract A of the above referenced Short Plat is designated for use as "Play Area/Open Space" for the benefit of Lots 1, 2, 3, and 4 of the Short Plat.

The owners hereby establish and provide that the owners of Lots 1, 2, 3 and 4 of the Short Plat, and all subsequent owners, successors or assigns, shall take said property, or portion thereof, subject to this maintenance agreement. The owners and subsequent owners of Lots 1, 2, 3, and 4, shall share equally in the costs of maintaining the Tract A, open space/play area. By "equally," it is meant that the costs will be shared one-fourth each by the owners of the four lots.

### **ROAD and DRAINAGE SYSTEM**

An easement for ingress, egress and utilities, 20 feet in width, is depicted on the face of the Short Plat for the benefit of Lots 2, 3 and 4.

A drainage system for the benefit of Lots 2, 3, and 4 is located in the easement.

The owners hereby establish and provide that the owners of Lots 2, 3 and 4 of the Short Plat, and all subsequent owners, successors or assigns, shall take said property, or portion thereof, subject to this maintenance agreement. The owners and subsequent owners of Lots 2, 3, and 4, shall share equally in the costs of maintaining the private road and drainage system. By "equally," it is meant that the costs will be shared one-third each by the owners of the three lots.

### **PROVISIONS FOR AGREEMENT AND MAINTENANCE**

With regard to the maintenance obligations set forth above, the owners of the benefited properties (Lots 1-4 with respect to Tract A and Lots 2-4 with respect to the road and drainage system) shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished. It is understood that the maintenance and repair of said Tract A, the road, and the drainage system is for the benefit of the property (Lots 1-4 with respect to Tract A and Lots 2-4 with respect to the road and drainage system) and the property of any such owner failing to pay his proportionate

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share as provided for herein shall be subject to a lien, an assessment for the proportionate share of such costs; and any other property owner paying the share of a benefited property owner, who fails to pay the same, shall be entitled to a lien again his property, together with interest thereon at the rate of 12% per annum, or the judgment rate of interest, whichever is greater, which may be foreclosed in the manner provided by law.

For the purposes of making any decisions regarding the use, maintenance, repair or replacement, of any easement, common area, or agreement to maintain any easement or common area, a majority vote of the benefited owners shall be required. For purposes of votes, the owners of each lot, regardless of the number of owners for a lot, shall be entitled to one vote. The owners shall decide among themselves the method for deciding how to cast the vote for the lot.

OWNER. For purposes set forth in this instrument, "Owner" shall mean the fee simple title owner, unless the property is being sold on Real Estate Contract, in which case it shall mean the Contract Purchaser.

COVENANTS TO RUN WITH THE LAND. The covenants and restrictions contained herein shall run with the land and shall be binding upon property and upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the property, or any part thereof, and their lessees, guests, heirs, executors, personal, representatives, heirs and assigns.

ENFORCEMENT. Each owner shall have the right to enforce, by any proceeding in law or equity, all covenants and restrictions imposed by this declaration or any amendment thereof. Failure to insist upon strict performance of any covenant or strict adherence to any restriction shall not be deemed a waiver of the right to insist upon enforcement thereafter.

ATTORNEYS' FEES. In any litigation or proceeding to enforce any of the agreements or provisions contained in this declaration, the substantially prevailing party shall be entitled to recover from the non-prevailing party its costs, including a reasonable attorney's fee.

Dated: Feb. 13<sup>th</sup>, 2007

  
BRIAN D. HANSON

  
DARLENE L. HANSON



UNOFFICIAL DOCUMENT

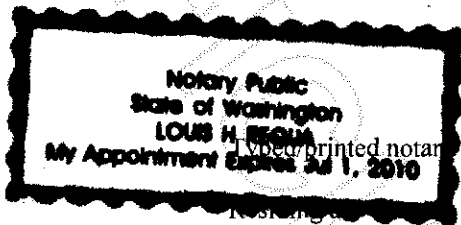
James H. Anderson

James H. Anderson

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that BRIAN D. HANSON is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated Feb. 13<sup>th</sup>, 2007



Typed/printed notary name

Residing at

My appointment expires

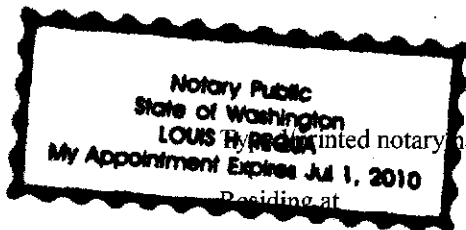
Louis H. Regue  
Louis H. Regue  
Sedro-Woolley, WA  
July 1, 2010

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

DARLENE L. OFF. APR 2-13-07

I certify that I know or have satisfactory evidence that BRIAN D. HANSON is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated Feb. 13<sup>th</sup>, 2007



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Louis H. Regue  
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