

AFTER RECORDING RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
2200 RIMLAND DRIVE, SUITE 220
BELLINGHAM, WA 98226



200907090070

Skagit County Auditor

7/9/2009 Page 1 of 6 11:47AM

TITLE OF DOCUMENT: JOINT MAINTENANCE & COST SHARING AGREEMENT
AF#'s OF AFFECTED DOCUMENTS: 200907090068
GRANTOR: HABITAT VILLAGE SEDRO-WOOLLEY COMMUNITY
ASSOCIATION, CENTRAL UNITED METHODIST CHURCH
GRANTEE: CENTRAL UNITED METHODIST CHURCH, HABITAT
VILLAGE SEDRO-WOOLLEY COMMUNITY ASSOCIATION
ABBREV. LEGAL DESCRIPTION: LOTS 1 - 5 PLAT HABITAT VILLAGE SEDRO-WOOLLEY
AF# 200907090068
TAX PARCEL NOS.: P39454 & P39453

JOINT MAINTENANCE & COST SHARING AGREEMENT

THIS AGREEMENT is made this 9th day of July, 2009, by and between HABITAT VILLAGE SEDRO-WOOLLEY COMMUNITY ASSOCIATION, (the "Association") and CENTRAL UNITED METHODIST CHURCH (the "Church"), for the purpose of securing the perpetual maintenance, repair and replacement of a private driveway which provides rights of ingress and egress to the members of both Parties.

WITNESSETH THAT:

WHEREAS, the Church owns Lots 1 through 5, inclusive, Plat of Habitat Village Sedro-Wooley recorded at Auditor's File No. 200907090068, Records of Skagit County, Washington [the "Plat"]; the Church intends to remain the owner of Lot 5 in the Plat.

WHEREAS, the Association was formed to provide for the self-governance of the residential Lots and most of the common areas of the Plat. The authority of the Association derives from a certain Declaration of Covenants for Habitat Village Sedro-Wooley recorded at Auditor's File No. 200907090069, Records of Skagit County, Washington (the "Covenants"), under which the Owners of Lots 1 - 4, inclusive in said Plat will be Members of the Association. Under the Covenants, the Church will not become a Member of the Association.

WHEREAS, members of both Parties share the use and enjoyment of a private driveway and related improvements [the "Common Driveway"] located within the Plat, and both Parties wish to

secure for such members in perpetuity a means of accomplishing necessary maintenance, repair and replacement of such improvements.

WHEREAS, both Parties have the authority to enter into contracts, to grant easements, and to regulate the use, maintenance, repair, replacement, and modification of common areas in their respective communities.

NOW, THEREFORE, for and in consideration of the proper and neighborly resolution of the several matters described above, for the mutual benefit of the parties hereto and their respective members, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both Parties agree as hereinafter provided:

1. Agreement for Joint Maintenance. The parties to this Agreement shall perpetually maintain, repair and replace the Common Driveway as necessary to keep it in good condition for their mutual use and benefit, so that it may properly serve normal residential and church uses of the members of both Parties, including use by public or private emergency vehicles and the invitees and licensees of such members, all of which are specifically permitted to use the Common Driveway.

2. Annual Inspection in Spring – Repair Work to Follow. Representatives of both Parties shall inspect the Common Driveway in the second quarter of each year to determine the nature and scope of any needed maintenance or repairs. Any necessary maintenance or repair work which cannot be performed competently by the Parties shall be performed by a licensed, bonded contractor doing business in Skagit County, Washington selected by the parties. The parties shall determine which of the Parties shall enter into a contract for such repairs; the Non-contracting Party shall be liable to the Contracting Party as hereinafter provided.

3. Apportionment of Costs - Maintenance Share. The parties shall each bear a fractional percentage of the total cost of maintenance and repair of the Common Driveway, which shall be known as that party's "Maintenance Share", which is indicated on the attached Exhibit A. If any lot owner, or the invitee, licensee or agent of a lot owner should damage any portion of the Common Driveway to a degree beyond ordinary wear and tear, the Party ["Responsible Party"] having ownership or jurisdiction over the Lot owned by such lot owner shall promptly take action to repair said damage in a competent manner. In the event that the Responsible Party does not complete repairs within thirty days of the occurrence of such damage, the other Party may cause the damage to be repaired. The costs of repairing such damage shall constitute a portion of the Maintenance Share of the Responsible Party and shall be due and payable within thirty days following the presentation of an invoice or bill therefore, presented either by the contractor doing the work or by any party, including the Party who has paid the contractor for such work.

4. Adjustment of Accounts for Maintenance Share – Reserve Account Authorized. Upon completion of spring maintenance to the Common Driveway, the Parties' respective liabilities for Maintenance Share shall be determined in accordance with the formulas appearing on Exhibit A. The non-contracting Party shall pay its Maintenance Share for such costs to the Contracting Party



within 30 days of presentation of an invoice or bill therefor presented either by the contractor doing the work or by any other party who has paid the contractor for such work. Any portion of a Party's Maintenance Share remaining unpaid longer than 30 days following its due date shall bear interest at the rate of 12% per annum, or the rate charged by the contractor on the unpaid balance, whichever is greater. Alternatively, or in addition, the Parties may agree to establish and maintain at a reputable financial institution a reserve fund designed to provide long-term maintenance and repair to the Common Driveway and its associated drainage facilities. In the event that such a reserve fund is established, the periodic assessments voted to fund same shall be deemed to constitute portions of the Maintenance Share of each Party.

5. Lien Against Lots to Secure Maintenance Share. Properly allocated costs of maintenance and repair constituting a Party's Maintenance Share shall be the personal obligation of each Party and shall also constitute a lien against the title to the real property owned by such party within the Plat. If unpaid when due, this obligation may be judicially enforced by the Contracting Party, or by any person or entity who or which has paid or has become obligated to pay all or any portion of the Maintenance Share of a defaulting Party, through an action for damages or in the manner prescribed by law for foreclosure of a mortgage of real property, at the option of the aggrieved party.

6. Benefits and Burdens - Binding Equitable Servitudes. The provisions of this Agreement shall benefit, burden, and run with the land of each of the lots and/or parcels above-described; the terms and provisions of this Agreement shall be binding upon and shall inure to benefit of each of the parties hereto, and of their respective successors, assigns, beneficiaries, grantees, devisees, heirs at law, next of kin, personal and legal representatives, without limitation.

7. Alternative Forms of Dispute Resolution Authorized.

In the event that the Parties become deadlocked for any reason, or shall be unable or unwilling to act with respect to any matter within their powers and authority, in addition to any other remedies which may be available under applicable law, such matter may be resolved by private arbitration conducted under the procedures hereinafter described. Any Party may initiate such arbitration proceedings in the name of the Party, which arbitration shall be conducted substantially in accordance with the procedures established for Mandatory Arbitration under the Local Rules of the Skagit County Superior Court, irrespective of whether the dispute is one which is subject to Mandatory Arbitration under law, and without the necessity of actually filing formal proceedings in said Superior Court. If the parties cannot agree upon the identity of the arbitrator within thirty (30) days of notice by such Party to the other Party that a dispute requiring arbitration hereunder is to be arbitrated, any such Party may apply to any Judge of the Superior Court, sitting in Chambers, and the Judge is hereby authorized to select an arbitrator from the Court's master list of potential arbitrators. Unless the Arbitrator determines otherwise, all costs, fees and expenses of the Arbitrator, including an advance retainer if requested by the Arbitrator shall be payable as the Arbitrator may determine; provided, however, that the decision of the Arbitrator may include an award to a prevailing party of those sums previously paid and/or incurred by such prevailing party for such costs. The decision of



the arbitrator shall be binding upon the Parties, and may be enforced in the manner provided in RCW 7.04A.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the date first written above.

HABITAT VILLAGE SEDRO-WOOLLEY
COMMUNITY ASSOCIATION,
a Washington Non-profit Miscellaneous
and Mutual Corporation

By: Charles Hoover
CHARLES HOOVER Its: Vice President

By: Wayne Webber
WAYNE WEBBER Its: Executive Director

CENTRAL UNITED METHODIST CHURCH

By: Alice L. Masbey
Alice L. Masbey Its: Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Charles Hoover is the person who appeared before me and said person acknowledged that (s)he signed this JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the President of HABITAT VILLAGE SEDRO-WOOLLEY COMMUNITY ASSOCIATION, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 9 July, 2009.



Frank Marzec
Notary Public in and for the State
of Washington, residing at Skagit count
My Commission expires: 17 Mar 2013



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Wayne Wegner is the person who appeared before me and said person acknowledged that (s)he signed this JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Executive Director of HABITAT VILLAGE SEDRO-WOOLLEY COMMUNITY ASSOCIATION, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 9 July, 2009.

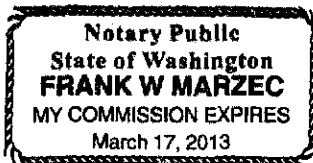


Frank Marzec
Notary Public in and for the State
of Washington, residing at Skagit County
My Commission expires: 17 March 2013

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Alice Mosbey is the person who appeared before me and said person acknowledged that (s)he signed this JOINT MAINTENANCE & COST SHARING AGREEMENT, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Trustee of CENTRAL UNITED METHODIST CHURCH, to be free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 9 July, 2009.



Frank Marzec
Notary Public in and for the State
of Washington, residing at Skagit County
My Commission expires: 17 March 2013



200907090070
Skagit County Auditor

7/9/2009 Page 5 of 6 11:47AM

EXHIBIT "A"

Assessment Percentages for Upkeep to Driveway

Association: 50.00%

Church: 50.00%
100.00 %

