



200908170134

Skagit County Auditor

8/17/2009 Page 1 of 2 10:12AM

**DECLARATION OF COVENANTS AND CONDITIONS FOR
MAINTENANCE OF AN EASEMENT FOR
INGRESS, EGRESS AND UTILITY PURPOSES**

Whereas, Declarants, William A. and Patsey A. Blunt, are the legal and equitable owners of parcels 40810(A), 40811 (B) and 40812(C) as recorded in a survey recorded as AF#200604070095 filed with the Skagit County Auditor on April 7, 2006.

Whereas, there exists a 50' easement for ingress, egress and utilities as shown on the face of the plat benefitting lots 1-4 of the Blunts' Prevedell Short CaRD of 2008 as well as assessor parcels 40810, 40811 and 40812.

Whereas, the Declarants desire to set forth an agreement providing for the sharing of the costs of maintaining the roadway on an equitable basis.

Whereas, Declarants grant easements for ingress, egress and utilities across and on the above referenced properties as shown on the plat map. This shall include wells, (and their protection zones) drainage, (see Appendix A on face of plat map) and the service road thereto.

Whereas, the above mentioned parcels and/or lots shall be held, sold and conveyed subject to the following covenants and conditions concerning the sharing of the cost of maintenance and future construction, all of which is for the purpose of enhancing and protecting the value and attractiveness of the real property, and shall be binding on all parties, having any right, title or interest in the above described properties.

Definitions

1. Easement - shall mean the 50' easement from the North boundary of parcel "A", i.e. P-40811 as described on the plat as well as the drainage and well protection zone shown on the plat. Note the 75' from Prevedell Road to 75' from to P40811 is a 30' easement, AFN 8906050005.

2. Lot - shall mean the 4 lots of the short CaRD and the three parcels 40810, 40811 and 40812.

3. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title, to any "lot" which is a part of the properties, except that purchasers under a real estate conditional sales contract shall be deemed the "owner" as against the contract seller. Those having an interest merely as security for the performance of an obligation shall not be deemed an "owner" as herein provided.

4. Roadway - shall mean the present asphalt and gravel roadway from Prevedell road to the cul-de-sac.

Maintenance Agreement

1. The owners of Lots 1-4 and assessors parcels 40810, 40811 and 40812 hereby agree to share equally in the reasonable cost of maintenance and repair of the roadway.
2. In order to determine whether maintenance or repair is necessary a simple majority of landowners must agree in writing to the activity and expense, with the incurred cost to be shared by all landowners of records.
3. In the event it is necessary for any owner to dig under, across or through said roadway for any purpose, then said owner shall restore such portion of said roadway to its prior condition and shall be solely liable for the cost of said replacement. This shall not be considered a maintenance expense as provided for herein.
4. In the event any owner refuses to pay his share of the maintenance cost as set forth herein, a simple majority of the landowners of record may bring an action in a court of competent jurisdiction, against the owner.

Special Provisions

1. View The owner of the open space land to the south of the view lots, will to the extent allowable, maintain the foliage for the benefit of wildlife. The maintenance of the view to the south will be maintained to the extent allowed by good wildlife and soil conservation practices. Homeowners may be asked to share this goal to the extent to which they benefit.

Dated this 12th of June 2007

Owners, Declarants and Grantors

By: William A. Blunt
William A. Blunt

By: Patsey A. Blunt
Patsey A. Blunt

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 17 2009

Amount Paid \$ 0
By Skagit Co. Treasurer
Deputy LP



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