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Skagit County Auditor

4/1/2010 Page

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Filed for record at request of  
SCHACHT & HICKS  
ATTORNEYS AT LAW  
PO BOX 1165  
MOUNT VERNON WA 98273

**LAND TITLE OF SKAGIT COUNTY**

SELLER: BOUFFARD, ROBERTA A. #135968-5  
BUYER: BALLA, LANCE JONATHAN  
Abbreviated Legal: Lot 13, Cascade River Park No. 2  
Additional legal on page: 1  
Assessor's tax parcel number: P63813

839

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

APR 01 2010

**REAL ESTATE CONTRACT**

Amount Paid \$ 1340.00  
Skagit Co. Treasurer  
By *Jdm* Deputy

1. PARTIES AND DATE. This contract is entered into effective April 1, 2010, between ROBERTA A. BOUFFARD, a married woman as her separate estate, as "Seller," and LANCE JONATHAN BALLA, as his separate estate, as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skagit County, state of Washington:

Lot 13, "CASCADE RIVER PARK No. 2", as per plat recorded in Volume 9 of Plats, page 20 and 21, records of Skagit County, Washington.

TOGETHER with 1994 CUMBDR Park Model - Series 35/12PM - VIN 1F910PU29R1070118.

SUBJECT To easements, reservations and restrictions of record as listed on EXHIBIT "A" attached hereto and by reference made a part hereof.

SUBJECT to Skagit County real estate taxes for the year 2010.

The property herein is not the Grantor's primary residence.

3. PERSONAL PROPERTY. The following property to which no purchase price has been allocated or attributed is included in the sale: n/a.

4. TERMS. The following are the terms by which the purchase price shall be paid. The purchase price is the sum of Seventy-five Thousand Dollars (\$75,000.00), of which the sum of Twenty Thousand Dollars (\$20,000.00) has been paid, and the balance of said purchase price in the sum of Fifty-five Thousand Dollars (\$55,000.00) shall be paid in installments of Five Hundred Six and 07/100 Dollars (\$506.07), or more, at Buyer's option, on or before the 1st day of May, 2010, and a like amount on or before the 1st day of each and every month thereafter until paid in full. Interest shall accrue from the 1st day of April, 2010, at the rate of 2% per annum on the declining principal balance with payments being first applied to interest and the balance to principal.

5. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

6. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 15% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges. Buyer additionally commencing on the 11th day subsequent to the due date shall pay interest at the rate of twelve percent (12%) per annum on the principal balance then due until all defaults have been cured.

7. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or on April 1, 2010, whichever is later.

8. TAXES, ASSESSMENTS AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property



is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to the date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the Country or because of a senior citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 15% penalty from the payments next becoming due Seller under the Contract.

9. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount sufficient to repair any damage or replace any structure destroyed. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

10. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, insurance premiums or utility charges, whether or not they constitute liens superior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 15% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment or in collecting the sums paid from Buyer.

11. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation



or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

12. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

13. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

14. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

15. CONDEMNATION. Seller and Buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

16. DEFAULT. If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) Sue for Installments. Sue for any delinquent periodic payment; or

(b) Specific Performance. Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) Forfeit Buyer's Interest. Forfeit this Contract pursuant to RCW 61.30 as it is presently enacted and may



hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements and unharvested crops to the Seller 10 days after the forfeiture; or

(d) Acceleration of Balance Due. Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 15% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.

17. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

18. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any RCW 61.30 forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

19. NOTICES. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at: 609 NW 90<sup>th</sup> Street, Seattle, WA 98117 and to Seller at: 1222 Fenske Lane, Burlington, WA 98233, or such other address as either party may specify in writing to the other party. Notices



shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

20. TIME FOR PERFORMANCE. Time is of the essence in the performance of any obligations pursuant to this Contract.

21. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

22. ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

23. DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e), contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise to twelve percent (12%) per annum the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable.

24. BOUNDARY LINES. Seller does not warrant against any adverse possession or prescriptive rights claims of any third parties affecting this property. Seller's deed to Buyer shall likewise not warrant against adverse possession or prescriptive rights claims made or potentially made by third parties. Buyer shall have no claim against Seller for any adverse possession or prescriptive rights claims made by any third party affecting this property.

25. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.



IN WITNESS WHEREOF, the parties have signed this  
Contract effective the day and year first above written.

Roberta A. Bouffard  
ROBERTA A. BOUFFARD - SELLER

Lance Jonathan Balla  
LANCE JONATHAN BALLA - BUYER

STATE OF WASHINGTON )

) SS.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence  
that ROBERTA. BOUFFARD is the person who appeared before me,  
and said person acknowledged that she signed this instrument  
and acknowledged it to be her free and voluntary act for the  
uses and purposes mentioned in the instrument.

DATED: March 31, 2010.

Kay L. Negley  
Printed name: KAY L. NEGLEY  
Notary Public in and for the state of  
Washington, residing at Mount Vernon  
My appointment expires: 3/15/2012



EXCEPTIONS:

- A. The right granted to the public in the Plat to make all necessary slopes for cuts and fills upon the lots and blocks shown on the Plat in the original reasonable grading of all roads shown thereon. The County or its successors shall have the right to continue to drain all roads and easements over and across any lot or lots where water might take a natural course after the roads are graded.
- B. Restrictions contained on the face of the Plat of "CASCADE RIVER PARK NO. 2", but omitting restrictions, if any, based on race, color, religion or national origin, a copy of which is hereto attached.
- C. An easement 20 feet in width, parallel with and adjacent to the line of ordinary high water for the purpose of walking access to the Cascade River for all members of the Cascade River Community Club, Inc.
- D. Construction and maintenance obligations set forth on the Plat as to the roads shown on the Plat, a copy of which is hereto attached.
- E. An easement 5 feet in width, parallel with and adjacent to all lot lines for purposes of utilities and drainage, as set forth on the face of the Plat.
- F. Any question that may arise due to shifting or changing in course of the Cascade River.

NOTE: The face of the Plat provides as follows:

"All of the private road system within the Plat is designated as Tract "A".

- G. Provisions contained in instrument recorded May 23, 1974, under Auditor's File No. 801273, as follows:

1. It is agreed by the parties hereto, that the said property herein described shall be subject, but not limited, to the following restrictions:

a.) No garbage, waste, materials or obnoxious matters to be thrown or allowed to drain into the waters of the Cascade River or its tributaries.

b.) No commercial enterprises to be allowed on property covered by this contract.

2. It is agreed that non of the property embraced in this contract shall be used, or the buildings erected thereon utilized for the purpose of selling hard liquors, or conducting a road-house, dance hall, tourist camp, or place where gambling is permitted.

3. This contract for deed is subject to reservations, restrictions, and easements of record and subject to annual maintenance dues of Cascade River Community Club, Inc., which shall not exceed \$2.00 per month, which the purchaser herein agrees to pay. The dues are payable yearly in advance on July 1<sup>st</sup> of each year.

EXHIBIT "A" - Page 1



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EXCEPTIONS CONTINUED:

G. (continued):

4. Purchasers covenant and agree that the above described real estate shall be subject to the charges and assessments provided for in, and for the purposes set forth in the Articles of Incorporation and the By-Laws of the Cascade River Community Club, Inc., a non-profit and non-stock Washington corporation and that said corporation shall have a valid first lien against the above described real estate for said charges and assessments; and in addition to the remedies set forth in said Articles of Incorporation and By-Laws, that if said charges and assessments levied by said corporation shall not be paid within four (4) months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sums as the court may adjudge reasonable attorney's fees in such action. The undersigned hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cascade River Community Club, Inc. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.

H. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Cascade River.

EXHIBIT "A" - Page 2



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## Restrictions

1. No lot, tract or portion of a lot or tract shall be subdivided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than 9,000 square feet, or less than 75 feet in width at the building setback line or any ownership left without bordering on a street or leaving property line closer than 8 feet to a building, except as provided by the Skagit County setback requirements.
2. No structure or building shall be constructed on any lot, street or parcel of this plat closer than 25 feet to the front property line and 8 feet to the side and rear property lines, and in the case of corner lots, no structure or building shall be constructed closer than 20 feet to side the property line abutting the road right of way, except as provided by the Skagit County setback requirements.
3. No construction of any kind shall be commenced until plans and site location have been inspected and approved by the Architectural Committee of Cascade River Community Club, Inc. and by the Skagit County Building Department, and shall require a building permit and sewage disposal permit from the respective county agencies. Construction of any driveway or culvert on the road right of way shall also require a permit from the Cascade Community Club, Inc.
4. Septic tanks may be prohibited. Construction and use of private sewage disposal system shall be in accordance with the requirements of the County Health Department. Lots determined by the county Health Department to be unsuitable for septic tanks shall be restricted to approved concrete riser privies, chemical or incinerator toilets or other approved means of sewage disposal until they are serviced by a public sanitary sewer system.
5. No structure shall be placed or maintained on any lot, except a private dwelling, house trailer, garage or suitable out building for the sole use of the owner or occupant and as approved by the Architectural Committee of Cascade River Community Club, Inc.
6. Exterior work on any building shall be completed in one year from the start of construction, except as approved by the Architectural Committee of Cascade River Community Club, Inc. All buildings or structures to be one story in height not counting basement except when variance is granted by the Architectural Committee of Cascade River Community Club, Inc.
7. Each lot shall be entitled to one hook-up to private water system upon its installation. The cost of the hook-up, materials, and labor shall be paid for by the owner of the lot.

EXHIBIT "A" - page 3



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8. Ownership of those areas marked "Community Tracts" will be conveyed to a private non-profit corporation to be known as Cascade River Community Club, Inc., and ownership of any lot of the plat shall automatically include an ownership of one membership in said corporation subject to the articles and by-laws thereof.
9. All roadways marked private and designated as a community tract shall provide for permanent easement for roadway purposes, utilities, and drainage, to all members of Cascade River Community Club, Inc.
10. Ownership of all lots abutting the Cascade River extends to approximate line of Ordinary High Water. All lots abutting Cascade River shall be subject to a 25 foot easement parallel with and adjacent to the line of Ordinary High Water for purpose of walking access to Cascade River for all members of the Cascade River Community Club, Inc.
11. All lots shall be subject to an easement 5 feet in width parallel with and adjacent to all lot lines for purposes of utility and drainage.
12. No poultry or livestock shall be kept or maintained except that riding horses for the personal use of the owner maybe kept on any lot except water front lots. No hunting shall be permitted and the use of fire arms is prohibited.
13. Subject to articles of incorporation and by-laws of the Cascade River Community Club, Inc.
14. These covenants or covenants running with the land and shall be binding on all parties until January 1, 1983 and thereafter, unless by vote of 65% of then owners of lots it is agreed to change covenants in whole or in part.

