

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Skagit Habitat for Humanity, Inc.
PO Box 2565
Mount Vernon, WA 98273



201609020003

Skagit County Auditor

\$77.00

9/2/2016 Page

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DECLARATION OF COMMON PARTY WALL

Grantor (s):	SKAGIT HABITAT FOR HUMANITY, INC.
	a Washington Nonprofit Corporation
Grantee (s):	THE PUBLIC
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Leasehold Interest Only, North Half and South Half, Unit C-3, Southfield PLRD, 200907240089
Additional Legal on page(s):	1 – 2
Assessor's Tax Parcel Nos.:	8082-000-003-0400/ P128673
	8082-000-003-0500/ P128674

This Declaration of Common Party Wall (this "Declaration") is made effective the ____ day of August, 2016, by SKAGIT HABITAT FOR HUMANITY, INC., a Washington nonprofit corporation ("Habitat").

RECITALS

A. Habitat is the owner of record of two (2) leasehold estates and improvements which are adjacent to each other and located in the Town of La Conner, Skagit County, Washington (the "Property") which are located upon the real property the street addresses of which are 946 & 948 Park Street, La Conner, WA 98257, Washington and which underlying real property is legally described as:

Leasehold and Improvements Only:

Unit C-3 (NORTH HALF and SOUTH HALF),"Southfield
Planned Unit Residential Development (P.U.R.D.) and Binding

Site Plan (BSP)" as recorded under Auditor's File No.
200907240089, records of Skagit County, Washington.

Assessor's Tax Parcel Nos: 8082-000-003-0400/ P128673
8082-000-003-0500/ P128674

These leasehold estates and improvements are sometimes referred to herein individually as the "property" and collectively as the "properties."

B. A wall has been constructed on the common boundary between the properties (the "Wall") for the use and benefit of each property.

C. Habitat desires that the Wall shall constitute a common owner wall for the use and benefit of each property in accordance with the terms and conditions of this Declaration.

DECLARATION

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Habitat hereby declares as follows:

1. Declaration of Common Party Wall. Habitat hereby covenants, agrees and declares that each property shall be held, sold, encumbered, leased, occupied, improved and conveyed subject to a perpetual easement on, over, across and through the Wall for use as a common party wall for the use and benefit of each property. The owners of both properties shall have an easement for the construction, maintenance, repair and replacement of said Wall together with the right to use said Wall for the support of the roof and walls of any building constructed adjacent thereto. This easement is declared to be in the furtherance of a general plan for the protection, preservation, maintenance, improvement, sale and leasing of the properties and to enhance the value, desirability and attractiveness of the properties.

2. Use and Maintenance. Each owner shall be entitled to use and obligated to maintain its respective side of the Wall as if the Wall was individually constructed for its respective premises so long as no damage shall be done to the other owner's building or to the other owner's side of the Wall. In the event an owner using the Wall shall cause any damage to the Wall or to the other owner's building as a result thereof, the owner causing the damage shall repair the same at no expense to the other owner. If the owner causing such damage (the "first owner") does not repair the same within a reasonable time (which shall be as early as practical in the event of an emergency or if such damage presents a risk of injury to persons or further damage to property) after such damage, the other owner shall, on five (5) days prior notice (except in the case of an emergency), have the right to correct such damage, and to enter upon the first owner's property for the purpose of doing so, and the first owner shall promptly reimburse the entering owner for the cost thereof. The use, maintenance, repair or replacement of the Wall by either owner shall not unreasonably interfere with the use of the Wall by the other owner.

3. Casualty; Restoration. In the event all or any portion of the Wall is damaged or destroyed by fire or other casualty, either owner shall have the right to restore the Wall to its original condition. In such event, each owner shall contribute fifty percent (50%) of the cost of restoration of the Wall subject, however, to the right of either owner to require a larger contribution pursuant to the terms of Section 2 of this Declaration or any rule of law regarding liability for negligent or willful acts or omissions.

4. Binding Effect. All of the easements, covenants, conditions and agreements contained herein shall be a burden on each of the properties, shall be appurtenant to and for the benefit of the other property or any portion thereof and shall run with the property. This Declaration and all of the easements, covenants, conditions and agreements contained herein shall inure to the benefit of and be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring either property, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any person sells all or any portion of its interest in its property, such person shall thereupon be released and discharged from any and all obligations in connection with the property sold by it arising under this Declaration after the sale and conveyance of title. The new owner of any such property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such property or portion thereof after the date of sale and conveyance of title.

5. Modification; Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the owners of both properties, and then only by written instrument duly executed and acknowledged by all such owners, duly recorded in the office of the Skagit County Recorder. No modification or termination of this Declaration shall affect the rights of any mortgagee under a mortgage or of any beneficiary under a deed of trust encumbering a property or any portion thereof ("Lienholder") unless the Lienholder consents in writing to the modification or termination.

6. Default.

a. No person shall be deemed to be in default of any provision of this Declaration except upon the expiration of thirty (30) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligation of this Declaration unless such person, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

b. It is expressly agreed that no breach of this Declaration shall entitle any owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any

breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

7. Notice.

a. All notice given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express or United Parcel Service), postage or delivery charge prepaid, return receipt request, addressed to the appropriate person by name and address shown on the then current real property tax rolls of Skagit County.

b. For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to this Section as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery, the earlier of (A) the date of refusal to accept delivery, (B) the date of the postmark on the return receipt or (C) the date of receipt of notice of refusal.

8. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the parties to this Declaration to enforce the terms and conditions of this Declaration, or arising from the breach of any provision thereof, the prevailing owner will be entitled to receive from the other owner all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing owner, whether or not such controversy or claim is litigated or prosecuted to judgment.


9. General. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties. This Declaration contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any owner. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular. In the event any owner hereto is composed of more than one person, the obligations of said owner shall be joint and several.

DATED effective as of the year and day first written above.

GRANTOR:

SKAGIT HABITAT FOR HUMANITY, INC.,
a Washington nonprofit corporation

By:


Teresa Pugh, Executive Director


STATE OF WASHINGTON

) ss.

County of Skagit

On this 31st day of August, 2016, before me, a Notary Public in and for the State of Washington, personally appeared TERESA PUGH, known or identified to me to be the EXECUTIVE DIRECTOR of SKAGIT HABITAT FOR HUMANITY, INC., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Washington
Residing at: Mount Vernon
My commission expires: 05/02/2019

