

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

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05/02/2019 10:48 AM Pages: 1 of 10 Fees: \$108.00  
Skagit County Auditor

**AMENDED AND RESTATED SUNDQUIST DRIVE COVENANTS AND  
RESTRICTIONS**

Grantor: S & B LAND, LLC, a Washington limited liability company;  
MT BAKER MOTOR SPORTS, LLC, a Washington limited liability company;  
JERALD M. RINDAL, a single man;  
SKAGIT TRANSIT SYSTEM, a municipal corporation of the State of Washington  
SUNDQUIST DRIVE OWNERS' ASSOCIATION, a Washington non-profit corporation

Grantees: S & B LAND, LLC, a Washington limited liability company;  
MT BAKER MOTOR SPORTS, LLC, a Washington limited liability company;  
JERALD M. RINDAL, a single man;  
SKAGIT TRANSIT SYSTEM, a municipal corporation of the State of Washington;  
SUNDQUIST DRIVE OWNERS' ASSOCIATION, a Washington non-profit corporation  
MV SHORT PLAT NO. LU 06-060;  
THE PUBLIC

**Legal Description:**

Abbreviated: Lots 1-6, Tract X, Tract Y, Short Plat No. LU 06-060,  
Ptn SE, SE, S31 T34N, R4E, W.M.

Full Legal: Page 2

Assessor's Tax Parcel Nos.: P29327; P127849; P127850; P127851; P127852, P127853;  
P127854; P127855

Original Auditor's # 200807290145 I. **RECITALS**

This AMENDED AND RESTATED SUNDQUIST DRIVE COVENANTS AND  
RESTRICTIONS is made with reference to the following facts and conditions:

- A. S & B LAND, LLC, a Washington limited liability company (as owner of Lot 6); MT BAKER MOTOR SPORTS, LLC, a Washington limited liability company (as owner of Lot 5); JERALD M. RINDAL, a single man (as owner of Lot 4); and SKAGIT TRANSIT SYSTEM, a municipal corporation of the State of Washington (as owner of Lots 1, 2 & 3); SUNDQUIST DRIVE OWNERS' ASSOCIATION, a Washington non-profit corporation (as owner of Tracts X and Y) (collectively, the "Owners") are the owners in fee simple of the following described real property located in Skagit County, Washington:

Lots 1-6, inclusive, and Tract X and Tract Y, of City of Mount Vernon Short Plat No. LU-06-060, approved July 15, 2008 and recorded July 29, 2008 as Auditor's File No. 200807290144, records of Skagit County, Washington; being a portion of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 31, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

- B. Lots 1-6, inclusive, ("Lot" or "Lots"), and Tract X and Tract Y, all as described above, are subject to that certain document titled "Sundquist Drive Covenants and Restrictions", which was recorded July 29, 2008 under Skagit County Auditor's File No. 200807290145 (the "Original Covenants").
- C. The Owners desire to amend, modify, supersede, replace and restate the Original Covenants as provided in this agreement.

## II. AMENDED AND RESTATED SUNDQUIST DRIVE COVENANTS AND RESTRICTIONS

NOW THEREFORE, THIS AGREEMENT is made and entered into this 30 day of April, 2019, by S & B LAND, LLC, a Washington limited liability company; MT BAKER MOTOR SPORTS, LLC, a Washington limited liability company; JERALD M. RINDAL, a single man; SKAGIT TRANSIT SYSTEM, a municipal corporation of the State of Washington; and SUNDQUIST DRIVE OWNERS' ASSOCIATION, a Washington non-profit corporation. The Owners hereby amend, modify, supersede, replace and restate the Original Covenants as follows:

1. **Membership.** The Owners of Lots 1, 2, 3, 4, 5, and 6 in City of Mount Vernon Short Plat No. LU-06-060 (the "Short Plat") shall each, by virtue of owning a Lot, hold a single voting membership in that certain not-for-profit corporation known as Sundquist Drive Owners' Association ("Association") formed to administer the covenants, conditions and restrictions (the "Covenants and Restrictions") hereby declared.
2. **Purposes.** The Association shall be responsible for the installation, operation,

maintenance, repair, and replacement of a private road on Tract "Y" to be known as Sundquist Drive and a free standing sign on Lot 4, to advertise businesses on Lots 1-6. The sign shall be sized, designed and built for the common use of Lots 1-6 inclusive, and the cost of construction and maintenance shall be borne equally by the Owners with the Owner of each Lot being responsible for one sixth of all such costs. The Association shall be responsible for drainage maintenance in the Short Plat and will charge the Owners in proportion to the Lot square footage for the cost incurred for the maintenance, repair, and replacement, including services required to maintain, repair, improve/expand, or rebuild the storm drainage system general to the Short Plat consisting of a detention pond located on Lot "X", and all associated infrastructure, pipes, culverts and manholes carrying storm drainage from more than one lot, and appurtenant easements. Owners shall be obligated for their pro rata share of costs regardless of whether their Lot has been developed. The Association will have primary responsibility for enforcement of the Covenants and Restrictions; however, Owner(s) of any Lot in the Short Plat aggrieved by any violation of the Covenants and Restrictions shall also have a cause of action for legal and equitable remedies.

3. **Member Rights.** The Owners of Lots 1-6, inclusive, are entitled to receive notice of all the meetings held by the Association, and shall have access to the budget, financial information of the Association, its minutes, and administrative records.
4. **Construction.** All buildings erected on the premises governed by these Covenants and Restrictions shall be in keeping with these Covenants and Restrictions, the International Building Code, and the applicable development regulations and standards of state law and the City of Mount Vernon for commercial and industrial development in effect at the time of building permit approval.
5. **Parking.** Owners shall not permit their employees, tenants, or invitees to park on Tract Y of the Short Plat. If the employees, invitees or tenants of an Owner impair or disrupt the use of Tract Y by any other Owner, then action may be taken by an Owner or the Association to tow vehicles or take other appropriate action necessary to maintain Tract Y as vehicle access. It will be the responsibility of each Owner, their successors, assigns or tenants holding under them to provide adequate off-street parking for employees and visitors within the boundaries of the Owner's Lot. All driving surfaces and parking areas shall be covered with hard, dust-free paved surface.
6. **Set Backs.** Each building and site improvement shall be constructed with adequate set backs for the maintenance of vehicle access, surface water drainage, utility maintenance and landscaping requirements. Generally, an Owner shall comply with any set back requirements imposed by the City of Mount Vernon, but the Association reserves the right to protect common areas and signage improvements from encroachment or impairment by imposing reasonable set backs. Accommodation will

be made for Owners whose site plan encompasses more than one Lot. Such accommodation shall preserve member voting rights and allocate costs of operation and maintenance based on Lot square footage. Lot 1 is subject to a wetland buffer to be planted and maintained in the Southeast corner of Lot 1 to buffer a Type 3 stream. This setback is a Critical Area mitigation measure described in a report on file at City of Mount Vernon Community and Economic Development and burdens Lot 1 per Sheet 3 of 3, and as further defined in Note 24. Sheet 2 of 3, of Short Plat No. LU 06-060.

7. **Payment of Assessments - Lien - Foreclosure.** As specified in Section 2, herein, each Owner shall pay the amount of money assessed by the Association to pay for operation, maintenance, repair, and improvement/expansion of the drainage system, signage, and Sundquist Drive private road improvements. The Owners of Lot 1 and Lot 6 shall not be obligated to pay costs related to Sundquist Drive unless Sundquist Drive's entrance is used for the benefit of Lots 1 or 6. The Association shall provide thirty (30) days' notice of assessment to each Owner. The Owner shall pay the assessment on the due date specified in the notice. If the Owner does not timely pay the amount of the assessment, together with all expenses, attorney's fees, and costs reasonably incurred to enforce the Covenants and Restrictions, , that Owner's Lot shall be subject to a lien, and such lien shall be enforced by foreclosure proceedings in the manner provided by law for foreclosure of mortgages; provided, however, that no proceedings for foreclosure of such liens shall be commenced until four (4) months after the date of mailing of the notice of assessment, postage prepaid, to the Owner's last known address.
8. **Term of Covenants and Restrictions.** These Covenants and Restrictions shall run with the land and bind the Lots and the Owners for a period of ten (10) years after the date of recording with the Skagit County Auditor and shall be automatically extended for successive 5-year periods. These Covenants and Restrictions may be supplemented, revoked, or amended in whole or in part at any time by an instrument signed by Owners of Lots 1-6, inclusive, and Tract X and Tract Y, of the Short Plat.
9. **Owner Defined.** "Owner" shall mean the fee title owner, provided that property being sold on a real estate contract shall be deemed owned by the contract purchaser, and property subject to a deed of trust shall be deemed owned by the grantor of the deed of trust.
10. **Partial Invalidity.** Invalidation of any one of the Covenants or Restrictions in this agreement or the failure to enforce any of the Covenants or Restrictions at the time of violation shall not affect any other Covenant or Restriction, nor shall it be deemed a waiver of the right later to enforce an ongoing violation of a covenant or restriction.

11. **Beneficiaries.** These Covenants and Restrictions are made for the benefit of the Owners and any and all persons who own or may hereafter own Lot(s) in the Short Plat. This beneficiary status is the basis for the right of enforcement granted to the Association and to each individual Owner to enforce by injunction, suit for damages or equitable remedies these Covenants and Restrictions.
12. **Roads, Driveways, and Paths.** All ingress or egress, road, driveway, or pathway from Old Highway 99 South, to or from Lots 1, 2, 3, 4, 5 or 6 of the Short Plat, shall be constructed, used, maintained and repaired only as approved by the Association.
13. **Procedure.** It is the intent of the Owners that administration of these Covenants and Restrictions and the administration of the Association will be conducted openly and fairly to resolve common concerns and provide a fair allocation of the costs and the benefits of the Association to the Owners. To that end, the procedures and guidance concerning the standard of care, restrictions, budget, finances, and administration of the Association including the adoption of bylaws shall be consistent with the laws regarding the formation and legal administration of homeowner associations under Chapter 64.38 RCW, as now enacted or hereafter amended. Because these Covenants and Restrictions apply to commercial and industrial uses, the powers of the Association shall be liberally construed and applied to achieve their purpose. Adoption by reference of the standards set forth in Chapter 64.38 shall not be regarded as a approval of residential use within the Short Plat.
14. **Applicable Law.** These Covenants and Conditions are governed by and shall be construed in accordance with the laws of the State of Washington. In the event any dispute arises concerning these Covenants and Conditions, the substantially prevailing party shall be entitled to its reasonable attorney fees and costs.
15. **Venue.** Any suit brought concerning these Covenants and Conditions shall be brought in Skagit County Superior Court.

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THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT,  
UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

S & B LAND, LLC  
Owner Lot 6

Robert E Burkland  
Signature

By: Robert E Burkland  
print name

Its: \_\_\_\_\_  
title

JERALD M. RINDAL  
Owner Lot 4

Jerald Rindal  
Signature

SUNDQUIST DRIVE OWNERS' ASSOCIATION  
Owner Tract X and Tract Y

Robert E Burkland  
Signature

By: Robert E Burkland  
print name

Its: \_\_\_\_\_  
title

MT BAKER MOTOR SPORTS, LLC  
Owner Lot 5

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
print name

Its: \_\_\_\_\_  
title

SKAGIT TRANSIT SYSTEM  
Owner Lots 1, 2, and 3

\_\_\_\_\_  
Signature


By: \_\_\_\_\_  
print name

Its: \_\_\_\_\_  
title

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT,  
UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

S & B LAND, LLC

Owner Lot 6

  
Signature

By: Jerald Rindal  
print name

Its: \_\_\_\_\_  
title

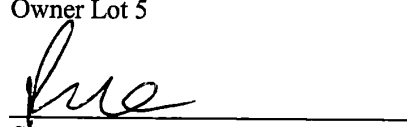
JERALD M. RINDAL

Owner Lot 4

\_\_\_\_\_  
Signature

MT BAKER MOTOR SPORTS, LLC

Owner Lot 5

  
Signature

By: DAN JANTZ  
print name

Its: MEMBER  
title

SKAGIT TRANSIT SYSTEM

Owner Lots 1, 2, and 3

  
Signature

By: Dale S. O'Brien  
print name

Its: Executive Director  
title

SUNDQUIST DRIVE OWNERS' ASSOCIATION

Owner Tract X and Tract Y

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
print name

Its: \_\_\_\_\_  
title

Amended and Restated

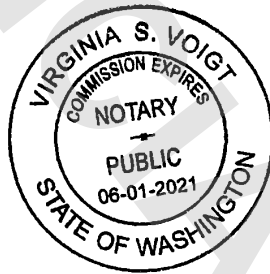
Sundquist Drive Covenants and Restrictions

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STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Robert E. Burkland is the person who appeared before me, and said person acknowledged that he signed this instrument as a Member / Manager of S & B LAND, LLC, a Washington limited liability company, and acknowledged it to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: 5/1/19, 2019.



Virginia S. Voigt  
 (Signature of Notary)  
 VIRGINIA S. VOIGT  
 (Legibly Print or Type Name of Notary)  
 My appointment expires: 6/1/21

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Daniel Jantz is the person who appeared before me, and said person acknowledged that he signed this instrument as a Member / Manager of MT BAKER MOTOR SPORTS, LLC, a Washington limited liability company, and acknowledged it to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: 5/1, 2019.



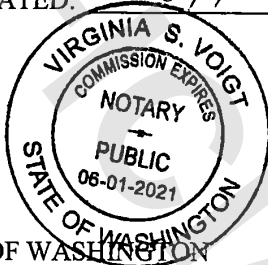
Virginia S. Voigt  
 (Signature of Notary)  
 VIRGINIA S. VOIGT  
 (Legibly Print or Type Name of Notary)  
 My appointment expires: 6/1/21



STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JERALD M. RINDAL is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 5/1, 2019.



Virginia S. Voigt  
 (Signature)

NOTARY PUBLIC  
 VIRGINIA S. VOIGT

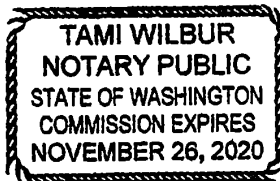
Print Name of Notary

My appointment expires: 6/1/21

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Dale O'Brien is the person who appeared before me, and said person acknowledged that he signed this instrument as the Executive Director of SKAGIT TRANSIT SYSTEM, a Washington municipal corporation, and acknowledged it to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: April 16, 2019.



Tami Wilbur  
 (Signature of Notary)

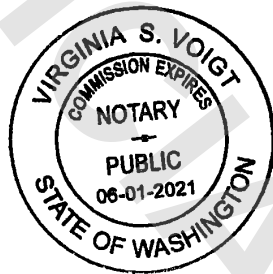
Tami Wilbur  
 (Legibly Print or Type Name of Notary)

My appointment expires: NOV 26, 2020

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF SKAGIT        )

I certify that I know or have satisfactory evidence that Robert E. Burkland is the person who appeared before me, and said person acknowledged that he signed this instrument as the \_\_\_\_\_ of SUNDQUIST DRIVE OWNERS' ASSOCIATION, a Washington non-profit corporation, and acknowledged it to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.

DATED: 5/1, 2019.



Virginia S. Voigt  
(Signature of Notary)  
VIRGINIA S. VOIGT  
(Legibly Print or Type Name of Notary)  
My appointment expires: 6/1/21