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Skagit County Auditor

When recorded return to:

Craig Sjostrom
1204 Cleveland Ave.
Mount Vernon, Washington 98273

ROAD MAINTENANCE DECLARATION

Grantors: (1) Bunker Lane LLC
(2) Richard Spink

Grantee: The Public

Legal Description: Short CaRD PL24-0172, ptn S ½ SW ¼ 8-36N-4EWM

Assessor's Property Tax Parcel or Account Nos.: 491174 + P49109

Reference Nos of Documents Assigned or Released: N/A

THIS DECLARATION is made and executed effective November 7, 2024 by Bunker Lane LLC, a Washington limited liability company, and also by Richard Spink, an unmarried person ("Declarants"), the owners of the real property which is the subject hereof, located in Skagit County, Washington, and described as Skagit County Short CaRD No. PL24-0172, approved November 7, 2024 and recorded under Skagit County Auditor's File No. 202411070009, being a portion of the South ½ of the Southwest ¼ quarter of Section 8, Township 36 North, Range 4 East, W.M.

1. The Declarant does hereby establish of record a maintenance agreement for the area depicted as Tract "X" on the face of the said Short CaRD, intended to benefit the present and future owners of Lots 1-3 of the said Short CaRD. Nothing herein shall be construed as imposing any maintenance obligation relating to Tract "X" over the owner of Lot 4 of the said Short CaRD; the owner(s) of Lot 4 shall be solely responsible for maintenance of the access to that lot (which access is depicted as Easement "C" on the face of the said Short CaRD).

2. The provisions and requirements of the said Short CaRD shall be fully incorporated herein by reference, to the extent the same are not inconsistent with the provisions of this Declaration.
3. Responsibility for maintenance, including the costs thereof, of Tract X shall be allocated equally among Lots 1-3 of the Short CaRD, provided that any access paths or tracks that are not graveled or paved as of the date of recording of the said Short CaRD shall be maintained solely by the owner(s) of the lot over which the path or track runs.
4. No improvements to the roads (such as paving) shall be made by any person without the approval of all of the lot owners. No significant repair or maintenance expense shall be incurred, nor shall commitments (contractual or otherwise) be made to third parties, without the consent of all of the lot owners, provided that such consent shall not be unreasonably withheld.
5. The lot owners shall meet at least biannually to determine the nature and extent of any repairs or maintenance required to be performed to the roads. Lot owners not participating in such meeting(s) will be deemed to have waived their voting rights for the meeting(s) in which they did not participate, and their lots will not be counted with respect to voting at such meeting(s). Lot owners may participate in such meetings by proxy, mail, email, telephone, or other appropriate manner as unanimously agreed to by the remaining lot owners.
6. Potholes and/or ruts shall be graded to provide a uniform and smooth roadway surface. Periodically, and especially after every severe rainstorm, the roadway is to be inspected for washouts and repaired as necessary, and roadside ditches (if any) shall be inspected for excessive erosion or siltation. Eroded areas shall be repaired and filled with an appropriate erosion-resistant material. Accumulated silt shall be removed to restore proper ditch depth and stormwater flow. Vegetation in the ditches shall be maintained in such a manner so as to enhance storm water quality and the elimination of trees and brush that would impede stormwater flow.
7. Lots 1-3 in the Short CaRD are subject to their proportionate share of the expenses of maintaining or repairing the roads, whether or not the owners thereof consented to a particular expense or action in connection therewith. Each lot shall be subject to the imposition of a lien for that lot's proportionate share of an expense or expenses incurred in connection with any road, such lien to be placed of record and foreclosed in the manner provided by law for the foreclosure of mechanic's or materialman's liens. No lien shall be placed of record until a period of 30 days has elapsed following the mailing of a demand for payment by registered or certified mail, return receipt requested, to each lot owner who has failed to pay his or her proportionate share. Only one copy of the demand need be mailed, and shall be sent to the relevant lot owner(s) at the address to which that lot's Skagit County property tax statements are sent. The costs of placing the lien of record and enforcing the same, including reasonable attorney's fees, shall be added to the amounts due thereunder.

8. For purposes of this Declaration, the following definitions shall apply:
- a. The term "maintenance" shall include the costs of restoring the roadway surface to its approximate original condition; removing brush, trees, or other vegetation which may encroach onto the roadway; cleaning or restoring ditches, culverts, or other drainage systems such that runoff does not undermine or erode the roadway; repairing or replacing such gates, fences or other access control devices as may be installed; and other tasks appropriate to keeping the roadway open and available to the lots benefitted thereby. The term "maintenance" shall not include paving, upgrading, widening, re-routing, or decommissioning the roadway.
 - b. The term "lot owner" shall mean all persons holding a legal or beneficial ownership interest in any of the lots contained within the Short CaRD and which are subject to this Declaration. "Lot owner" shall not include persons holding non-ownership interests in a lot, such as security interests, easements, etc. If a lot is owned jointly by more than one person, such ownership shall be treated as a single ownership for purposes of this Declaration.
9. Notwithstanding any other provisions of this Declaration, any damage to the road(s) resulting from any action or omission of any of the owners of property benefitted by the road(s), including actions or omissions of such party's agents, invitees, guests, servants or employees, shall be repaired at that party's sole cost and expense. If such party fails to take appropriate action, within a reasonable time, then the remaining lot owners may do so and in that event the provisions of paragraph 7 above concerning the imposition of a lien shall apply.
10. The provisions set forth herein shall touch, concern, and run with the land. Any or all of the lot owners subject to the provisions of this Declaration are specifically given the right to enforce this Declaration via any proceedings, whether sounding in law, in equity, or some combination thereof, against any person or persons violating or threatening to violate any of the provisions herein set forth, and to recover from such person(s) any damages suffered by them and resulting from such violation(s). If any legal action or proceeding is brought arising from this Declaration or the duties or obligations imposed herein, including but not limited to the imposition and/or enforcement of a lien as set forth in paragraph 7 above, then the prevailing party in such action or proceeding shall be entitled to its reasonable attorney's fees and costs.
11. No waiver of a breach of any of the provisions hereof shall be construed as a waiver of any other breach of the same, nor shall failure to enforce or insist on the strict compliance with any of the provisions of this Declaration, either by forfeiture or otherwise, be construed as a waiver of that or any other provision herein set forth. The provisions herein set forth are to be construed as separate and independent of one another. The plural or singular forms of terms used in this Declaration are to be applied when the context requires it.

12. The provisions of this Declaration are to be perpetual in nature and cannot be modified or abrogated except by the unanimous written and acknowledged consent of all of the lot owners subject hereto. This Declaration shall be binding upon all present and future lot owners, and their heirs, successors and assigns, and all persons claiming under or through them, for the benefit of all future lot owners. This Declaration shall be fully enforceable against each lot that is the subject hereof as it is presently constituted, and shall in addition apply equally to all portions of each such lot in the event such lot is subdivided, partitioned or otherwise physically divided, and shall further fully apply to any property adjacent to any lot in the subject Short CaRD coming into common ownership with any such lot.

EXECUTED effective on the date first set forth above.

BUNKER LANE LLC

By:

Timothy G. Spink
TIMOTHY G. SPINK, Governor

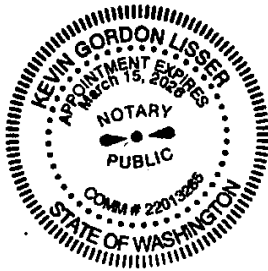
Richard Spink
RICHARD SPINK

Lori P. Spink
LORI P. SPINK, Governor

STATE OF WASHINGTON)
)
)
COUNTY OF SKAGIT)

On this 25 day of SEPTEMBER, 2024, before me personally appeared Timothy G. Spink, to me known to be a governor of Bunker Lane LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf thereof.

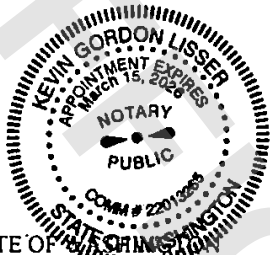
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Kevin Lisser
NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT VERNON
My commission expires: 3-15-26
Name: KEVIN LISSER

On this 25 day of SEPTEMBER, 2024, before me personally appeared Lori P. Spink, to me known to be a governor of Bunker Lane LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf thereof.

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



K. L.
NOTARY PUBLIC in and for the State of Washington,
residing at MOUNT VERNON
My commission expires: 3-15-26
Name: KEVIN LISSER

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

On this day personally appeared before me Richard Spink, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of OCTOBER, 2024.



K. L.
NOTARY PUBLIC in and for the State of Washington, residing at
MOUNT VERNON
My commission expires: 3-15-26
Name: KEVIN LISSER