

AFTER RECORDING RETURN TO:

John Bloomquist
815 NW Lofall Road
Poulsbo, WA 98370

**DECLARATION OF EASEMENTS AND
ROADWAY MAINTENANCE FOR
CARSON MEADOWS SHORT PLATS I AND II**

Grantors: John F. Bloomquist, a married man, as his separate estate; and Raymond C. Bloomquist, a married man, as his separate estate.

Grantees: John F. Bloomquist, a married man, as his separate estate; and Raymond C. Bloomquist, a married man, as his separate estate.

Legal

Description

(Abbr): Ptn of NE1/4, NE1/4, Sec.29, T.3N, R.8E, W.M.

(Full): Lots 1-4, inclusive, Carson Meadows Short Plat I, as recorded under Skamania County AFN 2017001403; and Lots 1-4, inclusive, Carson Meadows Short Plat II, as recorded under Skamania County AFN 2018000639.

Tax Parcel Nos: 03082911380200; 03082911381000; 03082911381100; 03082911381200;
03082911380100; 03082911381500; 03082911381600; and
03082911381700

Related Doc: None

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A
JUL 30 2018

PAID N/A
Michael J. [Signature]
SKAMANIA COUNTY TREASURER

THIS DECLARATION OF EASEMENTS AND ROADWAY MAINTENANCE FOR CARSON MEADOWS SHORT PLATS I AND II ("Declaration") is made this ____ day of July, 2018, by **JOHN F. BLOOMQUIST**, a married man, as his separate estate; and **RAYMOND C. BLOOMQUIST**, a married man, as his separate estate (hereafter referred to as "Declarants").

RECITALS

WHEREAS, Declarants are presently the owners in fee of certain real property situate in Skamania County, Washington, legally described as follows:

Lots 1-4, inclusive, Carson Meadows Short Plat I, as recorded under Skamania County AFN 2017001403; and Lots 1-4, inclusive, Carson Meadows Short Plat II, as recorded under Skamania County AFN 2018000639.

Carson Meadows Short Plat I shall be referred to herein as "Short Plat I". Carson Meadows Short Plat II shall be referred to herein as "Short Plat II". The Lots in Short Plat I, and any future lots created by further subdivision, shall be referred to herein collectively as "Short Plat I Lots" and individually as a "Short Plat I Lot". The Lots in Short Plat II, and any future lots created by further subdivision, shall be referred to herein collectively as "Short Plat II Lots" and individually as a "Short Plat II Lot".

WHEREAS, Declarants hereby declare that all of the Short Plat I Lots and Short Plat II Lots shall be held, sold and conveyed subject to, and together with, the following roadway ingress, egress, maintenance and utilities easements, covenants and restrictions:

1. PURPOSE.

The purpose of this Declaration is to: (1) reaffirm, dedicate, grant and convey the roadway ingress, egress, maintenance and utilities easements shown on Short Plat I and Short Plat II; (2) provide for maintenance, repair and upkeep of Sophia Lane, a paved private roadway shown on Short Plat I ("Sophia Lane"); and (3) provide for maintenance, repair and upkeep of Vivian Court (including the southerly extension and roundabout), a paved private roadway shown on Short Plat II ("Vivian Court"). Sophia Lane and Vivian Court are not maintained by Skamania County. Sophia Lane and Vivian Court shall be maintained as set forth in this Declaration. Maintenance of Sophia Lane and Vivian Court shall not be for profit, and all funds collected by way of contribution pursuant to this Declaration shall be utilized solely for the continued maintenance, repair and upkeep of Sophia Lane and Vivian Court.

2. SOPHIA LANE AND VIVIAN COURT MAINTENANCE COVENANTS.

2.1 **Sophia Lane Maintenance.** The cost and expense of maintenance, repair and upkeep of Sophia Lane shall be shared equally by the owners of Short Plat I Lots. For voting purposes, each Short Plat I Lot shall have one (1) vote.

2.2 **Vivian Court Maintenance.** The cost and expense of maintenance, repair and upkeep of Vivian Court shall be shared equally by the owners of Short Plat II Lots; provided, however, that original Short Plat I Lots 2, 3 and 4 have easements for roadway ingress, egress, maintenance and utilities over Vivian Court as shown on Short Plat I and Short Plat II and described in this Declaration. In the event that owner(s) of Short Plat I Lot 2, 3 or 4, including any future subdivided portions thereof, elect to connect a driveway or similar access to Vivian Court, then the owner(s) of the applicable Short Plat I Lot(s) connected to Vivian Court shall also share equally in the cost and expense of maintenance, repair and upkeep of Vivian Court. For voting purposes each Short Plat II Lot, and each Short Plat I Lot connected by a driveway or similar access to Vivian Court, shall have one (1) vote. Notwithstanding that a Short Plat I Lot shall connect a driveway or similar access to Vivian Court, such Short Plat I Lot shall continue to share in the cost and expense of maintenance, repair and upkeep of Sophia Lane as set forth in Section 2.1 herein.

2.3 **Maintenance Standards.** Sophia Lane and Vivian Court are both paved private roadways. Roadway maintenance shall include maintenance of drainage and drainage ditches, snow removal and maintaining the paved road surface in good condition, including periodic seal coating (with minimal potholes or other material deficiencies) and removal of vegetation that will hamper or interfere with passage to render the roadways passable by standard domestic passenger vehicles.

2.4 **Declarants.** Notwithstanding anything to the contrary in this Declaration:

2.4.1 Until such time as Declarants sell all Short Plat I Lots, or June 1, 2021, whichever shall occur first (hereafter referred to as the "Short Plat I Lot Sales Period"), Declarants shall have the sole discretion to determine if, when and to what extent any maintenance, repair or upkeep of Sophia Lane is desirable and should be undertaken. Declarants shall also have the sole discretion and power to contract for any maintenance, repair or upkeep of Sophia Lane deemed desirable and seek contribution pursuant to Section 2.1 herein from the owner(s) of each Short Plat I Lot.

2.4.2 Until such time as Declarants sell all Short Plat II Lots, or June 1, 2021, whichever shall occur first (hereafter referred to as the "Short Plat II Lot Sales Period"), Declarants shall have the sole discretion to determine if, when and to what extent any maintenance, repair or upkeep of Vivian Court is desirable and should be undertaken. Declarants

shall also have the sole discretion and power to contract for any maintenance, repair or upkeep of Vivian Court deemed desirable and seek contribution pursuant to Section 2.2 from the owners of each Short Plat II Lot and, if applicable, any Short Plat I Lot connected by a driveway or similar access to Vivian Court.

2.4.3 All contributions necessary to carry-out the provisions of this Declaration during the Short Plat I Lot Sales Period and Short Plat II Lot Sales Period shall be paid to the Declarants within thirty (30) days of the billing date, and shall be applied solely to the costs and expenses associated with the road maintenance, repair and upkeep of Sophia Lane or Vivian Court, as applicable. The Declarants shall promptly pay the creditor.

2.5 Short Plat I Lot Owners and Short Plat II Lot Owners Responsibilities.

2.5.1 Commencing at the end of the Short Plat I Lot Sales Period, the owners of Short Plat I Lots, by written approval of a majority of the outstanding votes, shall have the absolute discretion to determine if, when and to what extent any maintenance, repair or upkeep is necessary and should be undertaken with regard to Sophia Lane. The owners of Short Plat I Lots shall (A) meet from time to time, but at least once every year, to discuss and vote on any and all matters concerning the continued maintenance, repair and upkeep of Sophia Lane; (B) negotiate and enter into contracts for any desired maintenance, repair or upkeep of Sophia Lane; and (C) timely pay their share of any maintenance, repair or upkeep cost or expense. Any action taken with approval of a majority of the outstanding votes shall bind any and all dissenting owners of Short Plat I Lots. Upon deciding that maintenance, repairs or upkeep is necessary, a designated owner of a Short Plat I Lot ("designated owner") shall contract for the same on behalf of all of the owners of Short Plat I Lots. The owners of Short Plat I Lots agree to save each other harmless from and against any claim or liability resulting from, or associated in any way with, the decision to proceed with maintenance, repairs or upkeep or the actual work itself, providing that said decision is made in accordance with the procedures set forth herein.

2.5.2 Commencing at the end of the Short Plat II Lot Sales Period, the owners of Short Plat II Lots, and the owners of Short Plat I Lots connected by a driveway or similar access to Vivian Court, by written approval of a majority of the outstanding votes, shall have the absolute discretion to determine if, when and to what extent any maintenance, repair or upkeep is necessary and should be undertaken with regard to Vivian Court. The owners of Short Plat II Lots, and Short Plat I Lot(s) connected by a driveway or similar access to Vivian Court, shall (A) meet from time to time, but at least once every year, to discuss and vote on any and all matters concerning the continued maintenance, repair and upkeep of Vivian Court; (B) negotiate and enter into contracts for any desired maintenance, repair or upkeep of Vivian Court; and (C) timely pay their share of any maintenance, repair or upkeep cost or expense. Any action taken with approval of a majority of the outstanding votes shall bind any and all dissenting owners of Short Plat II Lots, and Short

Plat I Lots connected by a driveway or similar access to Vivian Court. Upon deciding that maintenance, repairs or upkeep is necessary, a designated owner of a Short Plat II Lot, or Short Plat I Lot connected by a driveway or similar access to Vivian Court, shall contract for the same on behalf of all of the owners of Short Plat II Lots, and Short Plat I Lots connected by a driveway or similar access to Vivian Court. The owners of Short Plat II Lots, and owners of Short Plat I Lot(s) connected by a driveway or similar access to Vivian Court, agree to save each other harmless from and against any claim or liability resulting from, or associated in any way with, the decision to proceed with maintenance, repairs or upkeep or the actual work itself, providing that said decision is made in accordance with the procedures set forth herein.

2.5.3 All contributions necessary to carry out the provisions of this Declaration, whether associated with Sophia Lane or Vivian Court, shall be paid to the designated owner within thirty (30) days of the billing date by the designated owner, unless the applicable lot owners mutually agree to an alternate payment schedule. The designated owner shall promptly pay the creditor(s) performing the work. Any owners who fail to pay their contribution within the time period set forth herein, or as otherwise agreed upon by the applicable lot owners, shall be immediately assessed interest on the amount due at the highest lawful rate in the State of Washington. In addition, any amounts owing shall constitute a lien against the owners' respective Short Plat I Lot or Short Plat II Lot, as applicable, and may be foreclosed in the manner provided under Washington State law for the foreclosure of materialmen's liens. A Notice of Lien signed by the designated owner of the Short Plat I Lots or the Short Plat II Lots, as applicable, shall be recorded in Skamania County, Washington. The Notice of Lien shall include at least a legal description of the defaulting owners' Short Plat I Lot or Short Plat II Lot; a reference by recording number to this Agreement; shall set forth the amount due including interest; shall set forth the name of the designated owner and an address and telephone number through which others interested in the lien on the Short Plat I Lot or Short Plat II Lot may communicate with the designated owner. Any attorneys' fees and costs incurred in recovering the amounts due shall be recoverable and entered as part of any judgment against the defaulting owner(s).

2.6 Damage to Sophia Lane or Vivian Court.

Notwithstanding anything to contrary herein, if any owners of Short Plat I Lots or Short Plat II Lots, or their tenants, agents, guests or invitees, specifically damage any part of Sophia Lane or Vivian Court, such owners shall be solely liable for the cost and expense of repairing all damage and shall immediately restore the roadway to the same condition it was in prior to the damage.

2.7 Parking.

None of the owners of Short Plat I Lots or Short Plat II Lots shall use or permit the use of either Sophia Lane or Vivian Court, as applicable, for parking or other uses that might impair or impede ingress or egress along Sophia Lane or Vivian Court.

3. EASEMENT RIGHTS.

Declarants hereby reaffirm, dedicate, convey and quit claim to the owners of Short Plat I Lots and the owners of Short Plat II Lots, as specified below, their heirs, successors and assigns, for the benefit of the Short Plat I Lots and Short Plat II Lots the following roadway and utilities easements shown on Short Plat I and Short Plat II and described herein:

3.1 A perpetual non-exclusive easement for roadway ingress, egress, maintenance and utilities to the owners of Short Plat I Lots, for the benefit of Short Plat I Lots, over, under and across Sophia Lane and utility easements adjacent thereto as shown on Short Plat I.

3.2 A perpetual non-exclusive easement for roadway ingress, egress, maintenance and utilities to the owners of Short Plat I Lots 2-4, inclusive, for the benefit of Short Plat I Lots 2-4, inclusive, over, under and across Vivian Court, as shown on Short Plat I and Short Plat II.

3.3 A perpetual non-exclusive easement for roadway ingress, egress, maintenance and utilities to the owners of Short Plat II Lots, for the benefit of Short Plat II Lots, over, under and across Vivian Court, as shown on Short Plat I and Short Plat II.

4. COVENANTS TO RUN WITH LAND.

It is expressly declared that the rights, duties, liabilities, restrictions, covenants and easements granted herein shall be deemed covenants running with the land and shall be binding on and shall inure to the benefit of the owners of Short Plat I Lots and Short Plat II Lots, and their respective heirs, successors and/or assigns obtaining title to all, or any portion of, Short Plat I Lots or Short Plat II Lots.

5. GOVERNING LAW AND VENUE.

This Declaration shall be governed by the laws of the State of Washington. Venue for any litigation shall be in a court of competent jurisdiction in Skamania County, Washington.

6. CAPTIONS.

The captions appearing under the section designations of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

7. DEFAULT.

In the event that any owner of a Short Plat I Lot or Short Plat II Lot breaches any of the terms or conditions to be complied with or any of the covenants, agreements or obligations to be performed by such owners under the terms and provisions of this Declaration, any non-defaulting owner of a Short Plat I Lot or Short Plat II Lot, that has benefits and obligations aligned with the defaulting owner, in his/her sole discretion, shall be entitled to exercise any and all rights and remedies available to it at law or in equity.

8. SEVERABILITY.

If any term or provision of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

9. AMENDMENT.

No modification or amendment of this Declaration may be made except by written agreement signed by all of the Short Plat I Lot owners and Short Plat II Lot owners and recorded in Skamania County, Washington.

10. WAIVER.

The waiver by one or more owners of the performance of any term, covenant, condition, or obligation shall not invalidate this Declaration nor shall it be considered a future waiver by such owners of any other term, covenant, condition, or obligation hereunder. The exercise of any remedy provided by law or equity shall not exclude other consistent remedies unless they are expressly excluded.

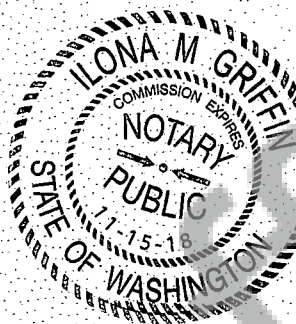
STATE OF WASHINGTON)

) ss.

County of Kitsap)

I certify that I know or have satisfactory evidence that **JOHN F. BLOOMQUIST** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath acknowledged it to be their free and voluntary act for the uses and purposes stated therein.

DATED: July 8th, 2018



Ilona M. Griffin

NOTARY PUBLIC, in and for the

State of Washington

Residing at: Kitsap County

My Commission expires: 11-15-2018

11. **COUNTERPARTS.**

This Declaration may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single Declaration. The execution of one counterpart by a Declarant shall have the same force and effect as if that Declarant had signed all other counterparts.

12. **ATTORNEYS' FEES.**

In the event of any controversy, claim or dispute arising out of, or relating to, this Declaration, the substantially prevailing party shall be entitled to recover reasonable attorneys' fees and costs, and expert fees, if any, incurred in preparation for trial and, if applicable, appeal.

13. **BINDING AGREEMENT.**

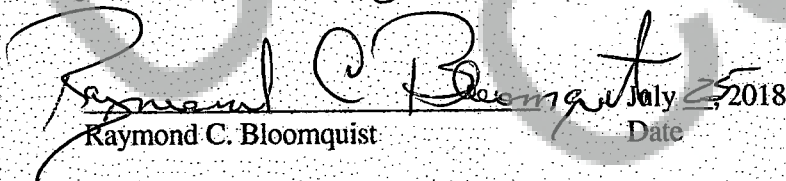
This Agreement shall be binding upon and for the benefit of the owners of Short Plat I Lots and Short Plat II Lots, and their respective successors and assigns, devisees or executors obtaining title to all, or any portion, of the Short Plat I Lots and Short Plat II Lots.

IN WITNESS WHEREOF, the Declarants have executed this Declaration on the dates set forth below.

DECLARANTS


John F. Bloomquist

July 18, 2018
Date


Raymond C. Bloomquist

July 25, 2018
Date

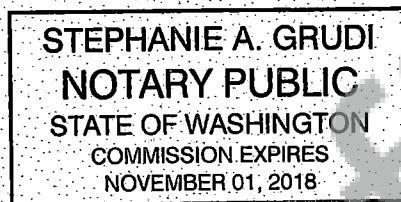
STATE OF WASHINGTON)

) ss.

County of ~~Kitsap~~ Clark)
So

I certify that I know or have satisfactory evidence that **RAYMOND C. BLOOMQUIST** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath acknowledged it to be their free and voluntary act for the uses and purposes stated therein.

DATED: July 25th, 2018



Stephanie A. Grudi
NOTARY PUBLIC, in and for the
State of Washington
Residing at: Battle Ground
My Commission expires: NOV. 01, 2018