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Skagit County Auditor

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**LAND TITLE OF SKAGIT COUNTY**

**Declaration of Covenants and Easements**

The undersigned, William D. Crawford and Diane J. Crawford, husband and wife, are herein called Declarants and are the owners of the real property situate in Skagit County, Washington. The purchasers of Lot 2 of the two lot short plat, also undersigned, are Robert L. Edmons and Helen A. Lebel-Edmons, husband and wife, described as follows:

Lot 1, Skagit County Parcel Number P19234, described as: "ACREAGE ACCOUNT, ACRES 2.59, INCLUDES M/H SERIAL NUMBER 9732 1968 REX 60X12. REVISED LOT 1 SKAGIT COUNTY SHORT PLAT NO. 91-036 PER SURVEY RECORDED UNDER AF# 200105080106, DESCRIBED AS FOLLOWS: THOSE PORTIONS OF LOTS 1 AND 2 SKAGIT COUNTY SHORT PLAT NO. 91-036, APPROVED JANUARY 21, 1992 AND RECORDED JANUARY 30, 1992 IN VOLUME 10 OF SHORT PLATS, PAGE 48 UNDER AUDITOR'S FILE NO. 9201300011, BEING A PORTION OF GOVERNMENT LOT 5, SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SKAGIT COUNTY SHORT PLAT NO. 91-036; THENCE NORTH 88 DEGREES 19' 01" WEST 155.05 FEET ALONG THE NORTH LINE OF SAID LOT 1, ALSO BEING THE SOUTH RIGHT-OF-WAY MARGIN OF CAMPBELL LAKE ROAD, TO THE TRUE POINT OF BEGINNING OF SAID LINE DESCRIPTIONS; THENCE SOUTH 0 DEGREES 17' 19" WEST 629.63 FEET, PARALLEL WITH THE EAST LINE OF SAID LOT 1, TO AN EAST-WEST LINE COMMON TO SAID LOTS 1 AND 2; THENCE SOUTH 89 DEGREES 42' 28" EAST 24.50 FEET ALONG SAID COMMON LINE; THENCE SOUTH 0 DEGREES 17' 19" WEST 390.0 FEET, MORE OR LESS, TO THE SHORELINE OF LAKE CAMPBELL AND THE TERMINUS OF SAID LINE. ALSO SUBJECT TO AND TOGETHER WITH THE COMMON AREA FOR THE MUTUAL BENEFIT OF LOT 1 AND LOT 2, SAID SKAGIT COUNTY SHORT PLAT NO. 91-036 (AS SHOWN ON THE FACE OF SAID SHORT PLAT)."

Lot 2, Skagit County Parcel Number P109195, described as: "ACREAGE ACCOUNT, ACRES 2.98, REVISED LOT 2 OF SKAGIT COUNTY SHORT PLAT NO. 91-036 PER SURVEY RECORDED UNDER AF# 200105080106, DESCRIBED AS FOLLOWS: LOTS 1 AND 2 SKAGIT COUNTY SHORT PLAT NO. 91-036, APPROVED JANUARY 21, 1992 AND RECORDED JANUARY 30, 1992 IN VOLUME 10 OF SHORT PLATS, PAGE 48 UNDER AUDITOR'S FILE NO. 9201300011, BEING A PORTION OF GOVERNMENT LOT 5, SECTION 12, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., EXCEPT THOSE PORTIONS LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SKAGIT COUNTY SHORT PLAT NO. 91-036; THENCE NORTH 88 DEGREES 19' 01" WEST 155.05 FEET ALONG THE NORTH LINE OF SAID LOT 1, ALSO BEING THE SOUTH RIGHT-OF-WAY MARGIN OF CAMPBELL LAKE ROAD, TO THE TRUE POINT OF BEGINNING OF SAID LINE

DESCRIPTIONS; THENCE SOUTH 0 DEGREES 17' 19" WEST 639.63 FEET, PARALLEL WITH THE EAST LINE OF SAID LOT 1, TO AN EAST-WEST LINE COMMON TO SAID LOTS 1 AND 2; THENCE SOUTH 89 DEGREES 42' 28" EAST 24.50 FEET ALONG SAID COMMON LINE; THENCE SOUTH 0 DEGREES 17' 19" WEST 390.00 FEET, MORE OR LESS, TO THE SHORELINE OF LAKE CAMPBELL AND THE TERMINUS OF SAID LINE. ALSO SUBJECT TO AND TOGETHER WITH THE COMMON AREAS FOR THE MUTUAL BENEFIT OF LOT 1 AND 2, SAID SKAGIT COUNTY SHORT PLAT NO 91-036."

Declarants hereby declare and establish the following covenants and easements appurtenant to the real property as described above:

1. **Common Areas.** The 40 foot easement for ingress, egress and utilities and turnaround area shown on the face of the plat shall be a non-exclusive easement for the benefit of Lots 1 and 2 for the purpose of providing ingress and egress for each of the lots to each of the lots, the 50 foot shoreline setback common area, shown on the face of the plat, together with all riparian rights to Lake Campbell and the portion of the real property lying south of the northerly setback line shall be common area which the owners of the lots, their guests and invitees, may use for recreational purposes, subject to the limitations provided below. The concrete boat ramp and the existing dock in the common area shall be for the common use of such owners.

2. **Dock Use.** The use of the existing dock in the common area shall be subject to the limitations contained in this paragraph. The owners of Lot 1 shall have the right to make an addition to the dock and to install a boatlift device on the dock in the southeast "U" shaped section, at their sole expense. Unless otherwise agreed to by the owners of Lot 1, Lot 1 owners shall have the exclusive use of the "U" of the dock for mooring a boat. The remainder of the dock, not required for the operation of the boatlift device, shall be for the common use of the owners of both lots.

3. **Mowing.** The respective owners of each lot shall keep all grass regularly mowed and endeavor to keep the grass on their respective lot from becoming overgrown and a fire hazard (no more than 8 inches tall within 30 feet of the structures, and no more than 12 inches tall elsewhere). Either lot owner may cause grass on the portion of their property 30 feet from any structure to be grown and cut for hay and shall have the right to dispose of any resulting hay that is cut as they see fit, providing the hay is harvested within 30 days of maturity.

4. **Burning Area.** As long as law permits open burning, each lot owner shall have the right to use the area on Lot 1, which has been used as a fire pile, located in the open dirt area east of the common drive just north of the hammer head turn-around on Lot 1, the for burning of vegetation cut or removed from the real property. No petroleum product or other fire starter or accelerant, which may soak into the ground, shall be used in or on the fire pile.

5. **Temporary Well Failure.** In the event of the temporary failure of pumping equipment in a well serving either lot, the owners of the other lot shall allow water to be pumped from that owner's well for use of the other owner, provided that the work of repairing the failed equipment has been promptly undertaken and is being diligently prosecuted. The right to take water shall terminate when the failed equipment has been repaired.



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6. **Improvements, Maintenance and Repairs.** The owners of each lot shall have the right to make improvements to the access road and turnaround, provided that such improvements shall be consistent with the use of the road for access, as herein provided, at their own expense if the owner of the other lot does not agree with the need for or extent of the improvements. Except as otherwise provided in this declaration, the owners of each lot shall bear and pay equally for all costs of maintaining, repairing, replacing and reconstructing the roadway in the easement, the concrete boat ramp and the dock to their existing condition or to the condition to which they may hereafter be improved, except that the cost of maintaining, repairing, replacing and reconstructing the boatlift on the dock shall be borne by the owners of Lot 1. If the owners of a lot deem that repairs or maintenance is reasonably required for the roadway, the boat ramp or the dock, then such owners may make such repairs or perform the maintenance after giving the other owners 90 calendar days prior written notice of intent to make such repairs or maintenance. Providing the notified owners agree in writing, within an additional 20 days to the terms of the repairs or maintenance, the owner who paid for the work shall be reimbursed, within 30 days of completion, for one half of the cost of such repairs or maintenance by the owners of the other lot, except for repairs or maintenance of the boatlift, which shall be borne by the owners of Lot 1. In the event that the roadway or easement area shall be disturbed or damaged incident to work on utilities, the roadway and easement shall be repaired and restored as nearly as may be reasonably possible to the condition existing before the disturbance. The cost of repairing and restoring the roadway or easement area because of work on utilities shall be borne by the owner or owners of the lot or lots for which the utility is provided.

7. **Drainage and Settlement Vault Cleaning.** The grounds drainage and settlement vault shall be cleaned on a mutually agreed schedule, to ensure the proper drainage of the property and maintenance of the drainage system. The vault is located on Lot 2 approximately 60 feet from the lake and the drainage system is located on both Lots 1 and 2. The owners of Lots 1 and 2 shall pay equally for all expenses of cleaning, maintaining and repairing the drainage and settlement vault. If the owners of either lot deem that cleaning, maintenance or repair is reasonably required for the drainage and settlement vault, then such owners may obtain services to clean, maintain or repair the vault after giving the other owners 90 calendar days prior written notice of intent to have the vault cleaned. Providing the notified owners agree in writing, within an additional 20 days to the terms of the cleaning, maintenance or repair, the owner that paid for the work shall be reimbursed, within 30 days of completion, for one half of the cost of such cleaning, maintenance or repair by the owners of the other lot.

8. **Notices.** Notice shall be sufficient if and when mailed to the owners of the lot at the address shown on the Public Tax Rolls.

9. **Remedies.** If a dispute, lack of agreement or failure to respond to notice concerning any of the above conditions arises after following the stated procedures and timeframes above, then the owner that has issues may bring the matter to arbitration, as stated in number 11 below.

10. **Nature of Rights.** The provisions of this Declaration shall be covenants running with the real property and shall be binding on and inure to the benefit of the owners of each of the respective lots, their successors, heirs, assigns, and personal representatives. As used in this Declaration, "Owners" means the holder of fee title unless the property is subject to



recorded real estate contract, in which case "Owners" refers to the holders of the vendee's interest. This Declaration may be amended by written agreement, made by the owners of the lots and recorded in Skagit County, Washington. Any provisions of the short plat for sharing maintenance costs are superseded and replaced by the provisions of this Declaration.

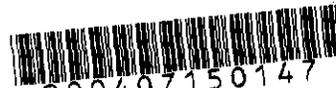
11. **Arbitration.** Any and all disputes concerning this agreement or its breach shall be settled by binding arbitration, as follows:

- A. **Single Arbitrator.** Arbitration shall be by a single arbitrator in Skagit County, in accordance with the then current rules of the American Arbitration Association, and judgment upon the arbitrator's award may be entered in any court having jurisdiction. Costs of arbitration, including reasonable attorneys fees incurred by the prevailing party (including any such costs incurred on appeal), shall be paid to the prevailing party by the party designated by the arbitrator or court.
- B. **Prevailing Party.** Should one party either dismiss or abandon its claim or counterclaim before or during hearing thereon, the other party shall be deemed the "prevailing party", pursuant to this agreement. Should both parties receive judgment or award on their respective claims, the party in whose favor the larger judgment or award is rendered shall be deemed the "prevailing party" to this agreement.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 15 2004

Amount Paid \$  
Skagit Co. Treasurer  
By  Deputy



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For Lot 1, Skagit County Parcel Number P19234:

William D. Crawford [Signature] Dated: 7-12, 2004

Diane J. Crawford Diane J. Crawford Dated: 12 July, 2004

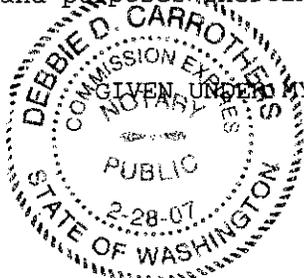
For Lot 2, Skagit County Parcel Number P109195:

Robert L. Edmons Robert L. Edmons Dated: 14 July, 2004

Helen A Lebel-Edmons Helen A. Lebel-Edmons Dated: 14 July, 2004

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF ISLAND )

On this day personally appeared before me William D. Crawford and Diane J. Crawford, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



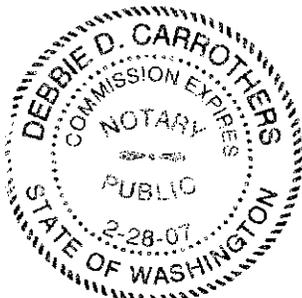
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12 day of July, 2004.

Debbie D Carrothers  
NOTARY PUBLIC for the State of  
Washington, residing Island County  
My Commission Expires: 2/28/07

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF ISLAND )

On this 14 day of July, 2004 before me personally appeared Robert L. Edmons and Helen A Lebel-Edmons, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Debbie D Carrothers  
NOTARY PUBLIC in and for the State  
of Washington, residing at Island CTY  
My commission expires 2/28/07



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