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Document Title:*Declaration of Easement Covenants,  
Conditions & Restrictions*Reference Number :*PL04-0713*Grantor(s):☐ additional grantor names on page \_\_\_\_1. *JERRY E. WELCH*2. *BARBARA L. WELCH*Grantee(s):☐ additional grantee names on page \_\_\_\_1. *JERRY E. WELCH*2. *BARBARA L. WELCH*Abbreviated legal description:☐ full legal on page(s) \_\_\_\_*LAKE CAVANAUGH PARK, TRACT A, Gov. Lot 1  
SEC. 36, TWP 33, Rng. 6*Assessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page \_\_\_\_*PARCEL # 67056**ASSESSOR TAX # 3940-000-098-0018*SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

FEB 22 2005

Amount Paid \$ *0*  
Skagit County Treasurer  
By: *Lp* Deputy

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:  
Jerry & Barbara Welch  
13629 Rector Road  
Bow, WA 98232

**DECLARATION OF EASEMENT, COVENANTS, CONDITIONS & RESTRICTIONS**

Grantor (s) JERRY E. WELCH & BARBARA L. WELCH, husband and wife  
Grantee (s) JERRY E. WELCH & BARBARA L. WELCH, husband and wife  
Additional Grantor(s) on page(s)  
Additional Grantee(s) on page(s)  
Abbreviated Legal: Lot 1 & Lot 2, Short Plat PL 04-0713  
Additional Legal on page(s) TRACT A  
Assessor's Tax Parcel No's: 3940-000-098-0018

THIS DECLARATION made and entered into this 18<sup>th</sup> day of August, 2004, by JERRY E. WELCH & BARBARA L. WELCH, husband and wife, (hereinafter "Declarants"), as owner of the following described land, situated in Skagit County, Washington: Lot 1 & Lot 2 of Short Plat No. PL 040713, approved to hookup of public water system, Class B, and recorded under Auditor's File No. 200502220173 Records of Skagit County, Washington (hereinafter referred to as the ("subject property").

NOW THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Declarants hereby declare that the Declarants' subject property described above, including any improvements constructed or to be constructed thereon, to be subject to the provisions of this declaration and to be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the following covenants, conditions, restrictions, easements, assessments and liens set forth below which shall be binding upon all persons having right, title and interest in all or any portion of the subject lot now or hereafter, their respective heirs, legal representatives, successors-in-title, and assigns and shall inure to the benefit of each and every owner of all or any portion of any subject lot.

- 1) **Grant of Easements.** Declarants hereby grant exclusive, perpetual easements for ingress, egress, watermains, power lines, over, across and under Lot 1 and Lot 2 for installation, maintenance and repair of a well, pump, power lines, water lines, well and pump house



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and other such appurtenances and improvements and reserve areas necessary for the installation, maintenance and repair of a well and subsequent replacement wells to supply Lot 1 and Lot 2 (hereinafter referred to as the "Water System"). Upon installation of the well, the areas subject to this easement shall be limited to the areas occupied by the well and its related pipes, wires, improvements and appurtenances and a sufficient area surrounding the well, pipes, wires, improvements and appurtenances necessary for their efficient operation, maintenance and repair.

Entry onto either Lot 1 or Lot 2 shall be undertaken in such a manner as to minimize, to the extent feasible, disruption of the property, or disturbance of the owners thereof. Following entry onto a Lot, for any purpose set forth herein, the property shall be restored as nearly as possible to the condition existing prior to entry with such costs being treated as costs of maintenance and repairs to be shared by the owners of Lots 1 and 2 in the manner set forth below.

- 2) **Ownership of Water System.** The owners of Lot 1 and Lot 2 are granted an undivided one-half interest, each, in and to the Water System. Each lot shall be entitled to receive a supply of water for one single family residence, which single family residence must be located on one of the Lots described herein. The rights conferred herein may not be severed from the Lots or assigned or used on any other lot or parcel of property.
- 3) **Restrictive Covenants and Conditions.** No owner of Lot 1 or Lot 2 shall allow any person or entity to construct, maintain or suffer to be constructed or maintained upon Lot 1 or Lot 2 and within a radius of 100 feet of the well or the reserve area, so long as the same is operated to furnish water for consumption, any of the following: structures, residences, cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemical, herbicides, or insecticides. The owners of Lot 1 and Lot 2 have permission to build a fence around the well, should it become necessary to keep livestock or other contamination hazards off of the above described area. However, buildings and septic systems in existence as of the date of this declaration shall not be subject to the provisions of this paragraph.
- 4) **Successors and Assigns.** The benefits, burdens, and covenants and easements granted herein shall be deemed to run with the land and bind the Declarants' property, the Declarants, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto, or their respective heirs, successors and assigns. In the event either Lot 1 or Lot 2 is subdivided and/or developed, the scope of this easement shall expand to benefit all owners of subdivided lots, their employees, invitees, and the public in general.
- 5) **Enforcement.** This agreement shall be construed according to the laws of the State of Washington. Venue of any action to enforce this agreement shall be laid in Skagit County, Washington. The prevailing party in any litigation concerning this action shall be



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entitled to their reasonable attorney's fees and costs. This easement agreement shall be specifically enforceable as well as enforceable by way of an action at law for damages.

- 6) **Cost of Maintenance, Repairs and Improvements.** The owners of Lots 1 and 2, shall each bear and be responsible for one-half of the cost of operating, maintaining and replacing the Water System, regardless of the actual use being made of the Water System.. The Water System shall, at all times, be maintained in good and serviceable condition. The owners of Lots 1 and 2 shall share equally in the cost of insuring that the Water System complies, at all times, with all applicable laws, ordinances, rules and regulations, promulgated by federal, state and local agencies, including but not limited to those relating to water quality standards.
- 7) **Establishment of Reserve Fund.** Within 10 days after execution of this agreement by all parties, each party shall contribute the sum of \$25.00 to establish a reserve fund ("Reserve Fund"). The Reserve Fund is to pay for the cost of capital improvements and replacements as opposed to routine maintenance and repairs. Attached hereto as Exhibit "A" is a list of the capital improvements or items of equipment which comprise the Water System, the estimated useful life of each improvement or item of equipment and the anticipated replacement cost thereof. Based upon Exhibit "A", the parties hereto agree that each shall pay an annual reserve fund fee in the amount of \$300.00, payable at the rate of \$25.00 per month commencing on the first month following execution of this agreement, which sum may be modified, from time to time, by the owners of Lot 1 and Lot 2, based upon prevailing conditions.
- 8) **Remedies for Breach.** In the event that a lot owner fails to pay his/her respective share of the cost of maintaining or operating the Water System and/or the Reserve Fund fee, as provided the other lot owner(s) shall have the right to file a lien against the defaulting owner's lot, as described herein, to secure payment of the same. The other lot owner(s) shall have the right to foreclose the lien as a mortgage and shall be entitled to recover, in addition to all sums due, all costs and attorneys' fees incurred in connection with the foreclosure proceedings, together with interest at the rate of 12% per annum.
  - a) In the event that an owner breaches or fails to perform or observe any term or condition herein, or fails to cure such breach within 30 days of receipt of written notice thereof the other owner(s), without further notice to the party, may seek any remedy available at law or in equity, including but not limited to, the following:
    - i) Injunctive Relief;
    - ii) Civil action for damages together with accrued interest, reasonable attorneys' fees and costs;
    - iii) Civil action to foreclose on the lien provided for herein together with accrued interest, reasonable attorneys' fees and costs;
    - iv) Any other remedies available at law or in equity.



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- 9) **Restriction on Furnishing Water to Additional Parties.** The Water System shall not be utilized to furnish water to any property other than the lots described herein without the unanimous written consent of the owners of Lots 1 and 2, respectively, and approval by the Skagit County Health Department.
- 10) **Water System Representative.** The owners of Lots 1 and 2, by unanimous vote, shall designate an individual to represent the owners in all matters related to compliance with federal, state or local laws, ordinances, rules and regulations governing the Water System. The representative must have an ownership interest in one of the lots which is subject to this agreement. The representative shall serve until his/her successor is chosen or he/she gives written notice of his/her intent to resign to the owners of all of the lots which are subject to this agreement or until he/she no longer has a ownership interest in a lot which is subject to this agreement, whichever first occurs.
- 11) **Deadlock.** If the owners are unable to agree on an issue requiring unanimous consent, both parties will submit to binding arbitration of the dispute. If the parties are unable to agree on the selection of an arbiter, the presiding judge of the Skagit County Superior Court shall select the arbiter and arbitration shall proceed pursuant to the rules of mandatory arbitration for the Skagit County Superior Court. The arbiter shall have the authority to allocate, to the non-prevailing party, the costs of the arbitration, including, but not limited to the costs and attorney's fees incurred by the opposing party.

DATED this 18 day of 8, 2004.

DATED the day and year first above written.

  
JERRY E. WELCH

  
BARBARA L. WELCH

(Acknowledgments Follow)

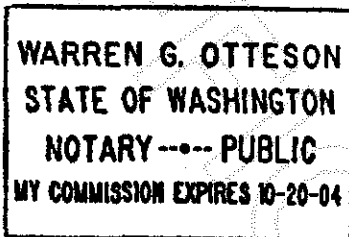


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State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that JERRY E. WELCH 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: August 18, 2004

Warren G. Otteson  
(Signature)

NOTARY PUBLIC

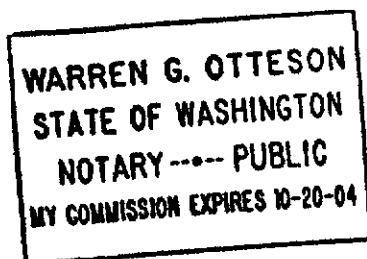
WARREN G. OTTESON

Print Name of Notary

My appointment expires: 10/20/04

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that BARBARA L. WELCH 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: August 18, 2004

Warren G. Otteson  
(Signature)

NOTARY PUBLIC

WARREN G. OTTESON

Print Name of Notary

My appointment expires: 10/20/04



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