



201501080044

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

Skagit County Auditor

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Lake Campbell Investments, LLC
13955 Donnell Road
Anacortes, WA. 98221

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

JAN 08 2015

Amount Paid \$
Skagit Co. Treasurer
By *nam* Deputy

**DECLARATION AND AGREEMENT FOR RECIPROCAL NON-EXCLUSIVE
DRIVEWAY EASEMENT, DRAINAGE, AND UTILITIES MAINTENANCE**

SKAGIT COUNTY SHORT PLAT No. PL14-0304

Grantor (s): Lake Campbell Investments, LLC & Joyce Arlene Iverson
Grantee (s): Lake Campbell Investments, LLC & Joyce Arlene Iverson
Abbreviated Legal: Ptn. Gov't Lot 1, Sec. 13, T 34 N, R 1 E.W.M.
Additional Legal on page (s): 5
Assessor's Tax Parcel Number (s): P19317, 3401413-2-002-0002; P110590, 340113-2-002-0100

THIS DECLARATION AND AGREEMENT shall affect the owners of Lots 1 and 2 of Short Plat No. PL14-0304, as recorded under Auditor's File No. 201501080038, records of Skagit County, Washington AND that 150 foot by 400 foot tract of land referred to and identified as "DEED EXC. "c & d"" upon the face of said Short Plat and more fully described as Exhibit A hereto. The Declarants and owners of the aforesaid property are Lake Campbell Investments, LLC, a Washington Limited Liability Company (Short Plat PL14-0304, Lots 1 and 2) AND Joyce Arlene Iverson, as her separate property, by AF No. 9612090087 and 9612090088, records of Skagit County, Washington ("DEED EXC. "c & d"" as shown upon Short Plat PL14-0304).

Lake Campbell Investments, LLC shall henceforth be referred to as the "Developer" of said Short Plat No. PL14-0304.

RECITALS

- A. Access from that county road commonly known as Donnell Road to the individual residential lots in the above-referenced Short Plat No. PL14-0304 shall continue to be by means of a common, private driveway easement depicted in the plat map. The driveways as constructed may require future improvements and continued maintenance. Further, certain common utilities may be shared along the driveway, and these may require future improvements and continued maintenance.
- B. Following any initial regrading, reconstruction and/or extension of the driveway, open ditches, and common utilities by the "Developer" as a condition of approval of this Short Plat, it is intended that the cost of maintaining the driveway, open ditches, and common utilities shall be borne equitably by the owners of the lots served by the same.

- C. It is further intended by the Declarants that this Declaration and Agreement for Reciprocal Driveway Easement, Drainage, and Utilities Maintenance shall be a perpetual covenant running with the land as to the aforesaid owners, successors, or assigns.

Now, therefore, the Declarants hereby declare that the lots above-described shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions:

1. The owners of each of the three lots described above grant to one another a non-exclusive perpetual easement over, under, and above the land delineated on the Plat Map as "Access, Utility & Drainage Easement" for the purposes, and subject to the terms and conditions expressed herein. The location of the land subject to said Easement shall be determined with reference to the true centerline of the driveway as it exists on the date this document is executed, and the width of the Easement area in any given location shall be determined in accordance with the distances called out on the Plat Map, which are perpendicular distances from said centerline to the edge of the easement area. In some cases, the Easement zone extends 12.5 feet perpendicularly on each side of the centerline, in other cases 20 or 25 feet on each side, and for a portion of its length just to the North of the Iverson property, the easement area is 12.5 feet wide to one side of the centerline and 25 feet wide on the other side. At the cul-de-sac depicted on the Iverson property, the easement area has a 35-foot radius centered on the true centerpoint of the existing cul-de-sac.
2. Private Driveway/Utilities Maintenance. The record owner of a fee simple title to any of the three (3) lots described hereinabove, including persons or entities having an interest by virtue of a real estate contract, but excluding those having an interest merely as security for the performance of an obligation (hereinafter "owner" or "owners"), shall be responsible for the maintenance of the driveways including open ditches, and utilities in accordance with the terms and conditions herein. Any private road name and/or stop signs shall be installed and maintained in a manner consistent with Skagit County Standards for such driveway and/or signs. The duty to maintain as described herein shall be perpetual.
3. Ongoing Driveway Maintenance. The surface of the driveway shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that the owners may enjoy full and free use of their respective lot(s). The owners shall review the driveway maintenance annually, or more frequent as may be necessary, and shall determine the maintenance to be done over the next twelve (12) months, or sooner if necessary. The owners shall elect one person to coordinate and arrange for said maintenance. Each lot ownership shall provide one (1) vote to the owner thereof for purpose of determining the maintenance program and election of said coordinator. In the event of a deadlock, the owners shall, by majority agreement, choose an independent contractor to assess the required maintenance and this assessment shall determine the maintenance to be done.
4. Ongoing Utilities Maintenance. The owners shall be responsible to maintain the utilities (electric power line, telephone lines, and cable television lines) to a common point of connection, that is, the point at which the main service will terminate and the service to the individual lots will commence. Maintenance shall be determined and completed as in paragraph 2 above. All costs of installation and maintenance of



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utilities past the common point of connection shall be paid by the owner of the respective lot being served by such installation.

5. Cost of Maintenance; Lien for Failure to Pay. The cost of maintaining the driveway, open ditches, and utilities described herein in the manner set forth in paragraphs 2 and 3 above shall be borne in equal shares by the owner of each of the three lots of real property affected hereby. In the event any owner fails to pay, within thirty (30) days of receiving a bill for their portion of the expense, then the other owner may file a lien, substantially in the form of labor and material lien. The lien shall be a lien against the property of the non-paying owner and foreclosable in the same manner as a real estate mortgage. The unpaid balance shall bear interest at the statutory legal rate until paid and the non-paying owner shall be liable for actual costs and reasonable attorney's fees expended in any collection action including, but not limited to, the foreclosure of the lien. Sale or transfer of any lot shall not affect the assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.
6. Extraordinary Use-Costs Enforcement. In the event that an owner of a lot affected hereby should by its use of their lot, driveway, or utilities cause them to be subjected to other than reasonable wear and tear and should such driveway, open ditch, or utilities be damaged by such use, the owner subjecting the driveway, open ditch, or utilities to such extraordinary use shall have the obligation to repair such damage upon demand by any property owner affected hereby and to restore said driveway, open ditch, or utilities to the condition existent prior to such use and all expenses therefore shall be borne by such owner. In the event that such owner fails to repair and pay the cost thereof, then the other owner may bring action to enforce the provisions of this agreement. The prevailing owner is entitled to all costs incurred in bringing an action for enforcement, including reasonable attorney's fees incurred, and including consultation preceding legal action.
7. Termination of Obligation. Should any owner sell a lot that is benefited by the terms of this Declaration, that person shall no longer be bound by the terms of this Declaration, except for any default in obligations incurred prior to sale, if any.
8. Benefit of Covenant. The rights and obligations set forth herein shall inure to and be binding upon the Declarants, all subsequent owners, successors or assigns, and shall constitute a covenant running with the parcels of real estate affected hereby.
9. Amendment; Revision. These declarations, agreements, and covenants may be supplemented, relaxed, revoked, or amended in whole or in part at any time by an instrument signed by all owners of the lots of the aforesaid short plat, provided the change does not conflict with any other regulation or requirement affecting the owners' obligation to maintain the common driveway, drainage, and/or common utilities as described herein.



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DATED this 10-17-14 day of October, 2014.

DECLARANTS:

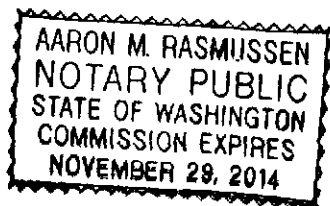
Harold Mousel
Harold Mousel, Member
LAKE CAMPBELL INVESTMENTS, LLC

Joyce Arlene Iverson
as her separate property

STATE OF WASHINGTON }
County of Skagit } S.S.

I certify that I know or have satisfactory evidence that HAROLD MOUSEL is the person who appeared before me, he is the MEMBER of LAKE CAMPBELL INVESTMENTS, LLC a Washington limited liability company and he freely signed in his authorized capacity for the uses and purposes stated in this instrument.

Dated: 10-17-14



Aaron M. Rasmussen
Notary Public in and for the State of Washington
Residing at Anacortes
My appointment expires: 11-29-14

STATE OF WASHINGTON }
County of Skagit } S.S.

On this day personally appeared before me JOYCE ARLENE IVERSON, as her separate property, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2014.

Notary Public in and for the State of Washington.
Residing at _____
My appointment expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION

(Joyce Iverson Property)

That portion of Government Lot 1, Section 13, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the Northwest corner of said Lot 1; thence South 400 feet; thence East 640 feet to the true point of beginning, being the Northwest corner of that parcel deeded to Arthur Iverson and Joyce Iverson, husband and wife, by instrument recorded under Auditor's File No. 699294, records of Skagit County, Washington; thence South along the West boundary of said Iverson parcel a distance of 200.00 feet to the Southwest corner of said Iverson parcel; thence East along the South line of said Iverson parcel, a distance of 25.24 feet; thence South parallel with the Southerly extension of the West line of said Iverson parcel, a distance of 200.00 feet; thence West parallel to the South line of said Iverson parcel a distance of 150.00 feet; thence North, parallel to the West line of said Iverson parcel a distance of 400.00 feet; thence East a distance of 124.76 feet to the true point of beginning.

TOGETHER WITH the West 25.24 feet of the following described tract of land:

Beginning at the Northwest corner of said Lot 1; thence South 400 feet; thence East 640 feet to the true point of beginning; thence South 200 feet; thence East 300 feet, more or less, to the shoreline of Lake Campbell; thence along the shoreline Northerly to a point directly East of the point of beginning; thence West 300 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.



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