



200503220047

Skagit County Auditor

3/22/2005 Page 1 of 8 11:35AM

When recorded return to:

Craig Sjostrom
411 Main Street
Mount Vernon, Washington 98273

MAINTENANCE DECLARATION

Grantors:

1. Fred L. Charlton, Trustee
2. Fred L. Charlton

Grantees:

1. Public

Legal Description: Lot B, Short Plat No. PL03-0411, in the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of Section 21, Township 36 North, Range 4 East, W.M.

Assessor's Property Tax Parcel or Account No.: P49722, P121171, 121170, 121169

Reference Nos of Documents Assigned or Released: N/A

Agreement: Maintenance Declaration

MAINTENANCE DECLARATION

THIS DECLARATION is made and executed effective FEB 14, 2005, by THE PAULINE CHARLTON SPECIAL NEEDS TRUST, Fred L. Charlton, Trustee, as to an undivided 50% interest; and FRED L. CHARLTON, as his separate property, as to an undivided 50% interest ("Declarants"), the owners of the following described real property which is the subject hereof, located in Skagit County, Washington:

Lot B of Short Plat No. PL03-0411, recorded September 16th, 2003, under Auditor's File No. 200309160141, records of Skagit County, Washington, being a portion of the Southwest ¼ of Section 21, Township 36 North, Range 4 East, W.M.

- A. The Declarants have further subdivided the above-referenced property into four lots, namely the "Charlton Estates" Long CaRD Subdivision PL04-0297, consisting of three building lots of one acre each, styled respectively as Lots B1, B2 and B3, and one non-buildable lot 15.13 acres in size, styled as Lot B4.
- B. The Declarants do hereby establish of record a maintenance agreement for a water tank, a well supplying the same, and associated pump(s), piping and equipment (hereinafter "Tank") located on Lot B4 of the above-referenced Long CaRD Subdivision, the purpose of which is to supply water for emergency fire protection. This agreement is intended to benefit the present and future owners of the lots contained within the Long CaRD Subdivision.
- C. The Declarants do hereby grant an easement 40 feet in width and 107.41 feet in length, as set forth on the Long CaRD Subdivision, for the installation, operation, maintenance and replacement of the Tank, for the benefit of all of the lots within the Long CaRD Subdivision.
- D. The Declarants and RFPD #14 do further hereby establish of record an agreement authorizing the District to withdraw water from the Tank, under the terms and conditions set forth herein, for the benefit of the present and future owners of the lots within the Long CaRD Subdivision.



IT IS FURTHER DECLARED AND AGREED AS FOLLOWS:

1. The provisions and requirements of the Long CaRD Subdivision shall be fully incorporated herein by reference, to the extent the same are not inconsistent with the provisions of this Declaration.
2. For purposes of this Declaration, the following definitions shall apply:
 - a. The term "Charlton Estates" shall mean the Charlton Estates Long CaRD Subdivision PL04-0297 that is the subject of this Declaration, approved on March 22, 2005 and recorded on March 22, 2005 under Auditor's File No. 200503220048, records of Skagit County, Washington.
 - b. The term "lot owner" shall mean all persons holding a legal or beneficial ownership interest in any of the lots contained within "Charlton Estates". "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.
 - c. The term "undeveloped lot" shall mean any lot within the Long CaRD Subdivision upon which no house, shed, garage, barn, and/or other permanent structure (other than roads, septic or sewer lines, utility lines, wells, or other such installations) has been wholly or partially erected or located.
 - d. The terms "Skagit County Rural Fire Protection District (RFPD) #14", "RFPD #14" and "District" shall include that entity and any entity that is the successor thereto.
3. The Tank shall be kept full at all times, other than when water is being withdrawn for the purposes set forth herein. Upon withdrawal of water, the Tank shall be refilled as soon as practicable, consistent with the provisions of this Declaration.
4. All expenses and responsibility for maintenance of the Tank shall be shared equally amongst the lot owners. The lot owners shall take reasonable steps to ensure the safety and security of the Tank.
5. No improvements, alterations or modifications to the Tank shall be made by or at the behest of any person without the approval of all of the lot owners, as well as RFPD #14. 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.
6. The Tank and the water contained therein shall be used for no purpose other than for emergency fire protection. Without limiting the generality of the foregoing, and for illustrative purposes only, the following uses of the Tank are prohibited:
 - a. Irrigation;
 - b. domestic, commercial or agricultural water supply; or,
 - c. vehicle or equipment cleaning.

7. All lots in the Long CaRD Subdivision are subject to their proportionate share of the expenses of maintaining or repairing the Tank, 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 the Tank, 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 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. The recommendations of the manufacturer(s) of one or more components of the Tank shall be followed as applicable to a given issue, including but not limited to maintenance, repairs or alterations thereto. Furthermore, the limitations set forth in the SEPA checklist and/or the Hydrogeologic Assessment prepared in connection with "Charlton Estates" for ground water withdrawal rates shall be complied with (for convenience only, and not as a substitute for any provisions of either of those other documents, the limitation is 5 gallons per minute or 5000 gallons per day, whichever is less).
9. Notwithstanding any other provisions of this Declaration, any undeveloped lot in "Charlton Estates" shall not be counted for purposes of allocating maintenance responsibility or costs for the Tank, except that during periods of time that all of the lots within "Charlton Estates" are undeveloped, all such lots shall be so counted.
10. Notwithstanding any other provisions of this Declaration, any damage to the Tank resulting from any action or omission of any of the owners of property benefited by the same, whether or not such property is located within "Charlton Estates", 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.
11. 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, as well as RFPD #14, 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.
12. 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



200503220047

Skagit County Auditor

3/22/2005 Page

4 of

6 11:35AM

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.

13. 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 and RFPD #14. 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 "Charlton Estates" coming into common ownership with any such lot.

EXECUTED effective on the date first set forth above.

THE PAULINE CHARLTON SPECIAL NEEDS TRUST

by: Fred L. Charlton, Trustee
FRED L. CHARLTON, Trustee

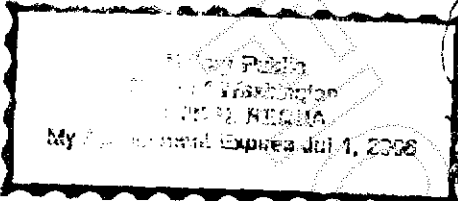
Fred L. Charlton
FRED L. CHARLTON



STATE OF WASHINGTON)
(ss.
COUNTY OF SKAGIT)

On this 14 day of February, 2005, before me personally appeared Fred L. Charlton, to me known to be the Trustee of The Pauline Charlton Special Needs Trust, the entity that executed the within and foregoing instrument, and who acknowledged said instrument to be the free and voluntary act and deed of the same, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal this 14 day of February, 2005.

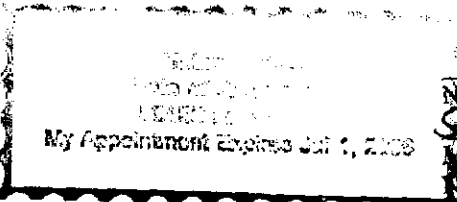


Louis H. Regua
NOTARY PUBLIC in and for the State of Washington, residing at
Edo-Walley
My commission expires July, 2006
Name: Louis H. Regua

STATE OF WASHINGTON)
(ss
COUNTY OF SKAGIT)

On this 19 day of February, 2005 personally appeared before me Fred L. Charlton, 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 19 day of February, 2005.



Louis H. Regua
NOTARY PUBLIC in and for the State of Washington, residing at
Edo-Walley
My commission expires July, 2006
Name: Louis H. Regua



200503220047
Skagit County Auditor