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*Charles Little*

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MARY H. ... AUDITOR  
CLALLAM COUNTY WASH.

GRANT OF ROAD EASEMENT, DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF RECORD  
OF  
BELL HILL EAST

KNOW ALL MEN BY THESE PRESENTS:

That Declarants, George Thomas, and Loren Rankin, being, respectively the purchaser under a deed of trust and the secured party under said deed of trust, of certain property situate in proximity to the Sequim, Clallam County, State of Washington, as, more particularly described in PARAGRAPH 1.4, appended hereto, and by this reference incorporated herein and made a part hereof, having established a general plan for the improvement and development of the above-described property, and does hereby establish the covenants, conditions, reservations and restriction upon which and subject to which all parcels or lots, and portions of such parcels or lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of such covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land in such portion of the above described property as shall be platted for residential or other use, or any interest therein, and shall inure to and pass with each and every parcel of such platted property, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

ARTICLE I

Definitions

1.1 The terms "declarant" and "grantor" shall be used interchangeably and shall mean that person or persons who own the properties described herein and has the present legal ability to declare upon and impose legal burdens upon such properties as are described below which shall run with the land and be binding upon the purchasers thereof for the declared duration of such burdens.

1.2 "Burdens" shall mean the rights, duties and obligations described in this document.

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1.3 "Parcel" shall mean any lot or parcel of land depicted upon the properties hereinbelow described which is depicted on the survey thereof as recorded in Volume 16 of Surveys at Page 49, Records of Clallam County under Auditor's File No. 622928, or any lot or parcel created by any subsequent subdivision of any parcel depicted on said survey.

1.4 "View" means the ability of a person standing on the properties to see the distant mountains in the background. It does not mean the ability to see on to any part of the properties with which this document is concerned.

1.5 The use of personal pronouns in this document shall be interpreted encompass all other personal pronouns, i.e. the use of the word he or his shall be construed to mean she or hers and they or theirs as well.

1.6 "Properties" shall mean the following described real estate:

THE NORTH ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER;

AND THE NORTH ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/2) OF THE NORTHWEST ONE-QUARTER (1/4);

AND THE WEST ONE-HALF (1/2) OF THE WEST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4);

AND THE NORTH ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4);

AND THE NORTH ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF THE SOUTH ONE-HALF (1/2) OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4) ALL IN SECTION 33, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M.

## ARTICLE II

### Grant of EASEMENT

2.1 Grantor, subject to the conditions set forth below, does hereby grant, and reserve, to and for the benefit of all owners, including future owners of all or any of the properties described hereinabove, their heirs, assigns, a non exclusive easement for ingress, egress, and the installation, operation and maintenance of utilities over, under, across, through and

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upon a 60.00 foot wide strip of land being 30.00 on each side of the following described centerline:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (1/4) OF THE NORTHWEST ONE-QUARTER (1/4); THENCE NORTH 89°06'44" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER (1/4), FOR 49.41 FEET TO THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE SOUTH 30°31'41" WEST FOR 271.12 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 652.07 FEET, A CENTRAL ANGLE OF 17°26'16" FOR AN ARC LENGTH OF 198.54 FEET; THENCE SOUTH 13°04'25" WEST, FOR 211.64 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 31.78 FEET, A CENTRAL ANGLE OF 144°44'31", FOR AN ARC LENGTH OF 80.28 FEET; THENCE NORTH 22°11'04" WEST, FOR 142.90 FEET; THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 200.97 FEET, A CENTRAL ANGLE OF 56°39'08" FOR AN ARC LENGTH OF 198.71 FEET; THENCE NORTH 78°50'10" WEST FOR 37.97 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 96.11 FEET, A CENTRAL ANGLE OF 72°24'44" FOR AN ARC LENGTH OF 121.47 FEET; THENCE ON A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 47.84 FEET, A CENTRAL ANGLE OF 111°34'30" FOR AN ARC LENGTH OF 93.16 FEET; THENCE NORTH 39°40'27" WEST, FOR 204.90 FEET THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1061.66 FEET, A CENTRAL ANGLE OF 16°05'02" FOR AN ARC LENGTH OF 298.03 FEET; THENCE NORTH 55°45'29" WEST FOR 149.25 FEET; THENCE NORTH 2°26'10" EAST FOR 321.34 FEET; THENCE NORTH 43°20'32" WEST FOR 589.14 FEET; THENCE NORTH 0°00'54" EAST FOR 547.78 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

### ARTICLE III

#### Road Maintenance

3.1 All lot owners herein, their heirs and assigns, shall share in the responsibility for the maintenance and future improvements and repair of a road to be constructed on the property granted and reserved hereinabove as a road easement. The parcel owners, may appoint or elect a representative to administer all such maintenance, future improvements and repairs. Any major improvement shall be approved by a simple majority of the ownership interests in the properties described hereinabove. Any vote or ballot in any decision process shall be weighted in accordance with the area of the property. Any person having a purchaser's interest in any parcel shall be allowed to vote his ownership as though he was the fee owner unless his purchase agreement provides specifically to the contrary.

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3.2 Failure of any owner to contribute his pro-rata share, based upon the size of that owners parcel, shall create in the other owners, or any one of them paying such non-contributing owner's share, a right of action in the person or persons bearing responsibility for or paying said non-contributing owners share. Said right of action shall include a right to file a lien upon the property of said non-contributing owner, a right to foreclose that lien in accordance with the laws of the state of Washington. The prevailing party in any such action shall be entitled to reimbursement for attorney's fees and costs for pursuing or defending such action.

3.3 It is recognized that it may be advantageous to form a R.I.D. (Road Improvement District) for the construction or paving projects in the future. Nothing herein shall be construed to inhibit or prevent the homeowners from proposing and voting for such R.I.D. as is normally possible under the laws of the State of Washington and County of Clallam.

#### ARTICLE IV

##### Building Restrictions

4.1 Dwellings and, land Use: Any dwelling constructed upon any parcel shall be of conventional construction, shall be constructed in accordance with the Uniform Building Code as adopted by Clallam County and shall have a minimum floor area of 1000 square feet on the main level. There shall be no building or structure of any description constructed for any purpose not authorized by the zoning of Clallam County affecting the properties, notwithstanding any variance that may be granted by Clallam County. There shall be no use of any parcel not authorized by the zoning of Clallam County affecting the properties. The exterior of any structure or building shall be completed within 180 days of the inception of construction.

4.2 Outbuildings and fences: Outbuildings shall be in conformity with all applicable zoning and building codes. Outbuildings and fences shall be constructed in a manner aesthetically compatible with other structures on the parcel. Such outbuildings and fences shall not be place so they obscure views from any other parcel.

4.3 Mobile Homes: Mobile Homes, travel trailers and recreational vehicles shall not be permitted as permanent dwellings. If a mobile home, travel trailer or recreational vehicle is used as a temporary dwelling, its use is limited to the time of construction of a permanent home, or six months, whichever is less time.

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4.4 Storage: No vehicle, appliance or other object which may be unsightly or tend to detract from the overall appearance of the area shall be stored in view of any other lot.

ARTICLE V

Remedies

5.1 Enforcement: Every owner of any parcel and every person having a purchaser's interest in any parcel shall have an independent right to enforcement of the covenants recited herein. Said enforcement shall encompass each and every remedy authorized under the laws of the state of Washington including injunction and, where diminution of value can be proved, money damages. Said remedies shall specifically include those enumerated in Article III hereinabove.

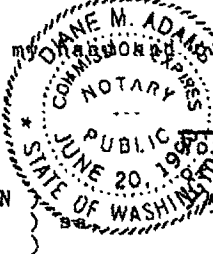
5.2 Attorneys fees: The prevailing party in any action for the enforcement of the provisions of this document shall be entitled to reimbursement for a reasonable attorney's fee and costs expended in the pursuit or defense of any such action.  
Dated: October \_\_\_\_\_, 1989.

George Thomas  
George Thomas  
Loren Rankin  
Loren Rankin

STATE OF WASHINGTON )  
COUNTY OF CLALLAM } ss.  
King

On this day personally appeared before me George Thomas, to me known to be the individual described in and who executed the 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 official seal this 13<sup>th</sup> day of October, 1989.



Diane M. Adams  
Notary Public in and for the State of Washington, residing at Seattle, Washington.  
My Commission Expires 6-20-90.

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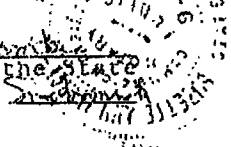
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On this day personally appeared before me Loren Rankin, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19 day 20<sup>th</sup> October, 1989.

*Shirley A. ...*  
Notary Public in and for the State  
of Washington residing at *...*



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