

CC&R Addendum

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**DECLARATION REGARDING MAINTENANCE OF EXISTING ROADS
FOR THE DEVELOPMENT OF BELL HILL EAST**

This declaration is made this 20th day of November, 1990 by Lower, Incorporated, Developer of Bell Hill East (herein called "Grantor"), which is near the City of Sequim, Washington, the plat of which is recorded under Clallam County Recording No. 622920, together with Easements for Ingress and Egress and Utilities, over, under, across, through and upon the 60 foot wide Easement as delineated on the face of said plat.

WHEREAS, Grantor has caused the dedication, by recording of a road easement, which easement extends for (30) thirty feet along each side of the boundary line of each parcel. Roadways constructed by the Grantor are to allow limited access to all of the parcels of Bell Hill East, and

WHEREAS, It is the desire of the Grantor to provide future maintenance and repair cost of the roadway to be constructed in Bell Hill East plat,

GRANTOR THEREFORE DECLARES AS FOLLOWS:

1. LOT OWNERS ASSOCIATION: For the purpose of repair, maintenance, and construction of the improvements to the roadway for ingress and egress, across the common easement referred to above, and other purposes incidental thereto, there is hereby created a Lot Owners Association comprised of the various lot owners of Parcels 1-10 referred to above, as they may now exist or hereafter be divided. Each lot or parcel now existing or hereafter divided shall automatically carry with it one unit of membership in the Lot Owners Association.

A lot owner for purposes of membership in the Association shall be any person or entity who is record owner of a fee or undivided fee interest or purchaser under contract of any presently existing or subsequently divided lot or parcel referred to above. Said membership is not intended to include persons holding an interest merely as security for the performance of an obligation. There shall be one unit of membership (and one vote) for each lot or parcel owned.

2. APPOINTMENT: That the future maintenance and repair cost of the roadway to be constructed by the Grantor shall be born in equal shares by each parcel owner for all roads which directly serve their ownership in Bell Hill East. For example: the entire roadway from the Happy Valley Road is approximately 5,000 feet long and each parcel owner will be assessed an equal share of repair expense based on ownership of a parcel. Therefore if one owner has five acres his/her percent of repair costs would be the same as an owner who has a two and one half acre parcel. All property owners shall be responsible for repairs on any part of the road. If an owners short plats a 5 acre parcel his maintenance responsibility would double, unless he sells one parcel. All repairs shall be divided equally between the owners of each parcel.

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3. EXTENT OF COSTS: Cost to be apportioned according to this agreement shall include any and all ordinary costs associated with the maintenance of the roadways in their condition as finally improved by the Grantor. There shall be no apportionment or duty to pay costs with respect to any extensions, widenings or substantial qualitative improvements of the road surfaces.

4. METHOD OF ASSESSMENT: At any time in the future that a property owner feels the need for road maintenance, a meeting of all property owners shall be called. The property owners shall engage in good faith discussions in order to reach an agreement regarding road expenditures which is acceptable to a simple majority of the property owners. In the event that an agreement can not be reached within 90 days by the owners, regarding the type and costs of road expenditures, any party may submit the matter to arbitration according to the rules, then obtaining, of the American Arbitration Association.

5. LIEN: in the event that any property owner shall fail to pay his or her share of the apportioned costs after notification by certified mail, the parties agreeing to the assessment may cause to be recorded in the offices of Clallam County Auditor, a claim of lien, for the amount of the apportioned costs. Said lien shall be first in time and right with respect to any deeds, mortgages, deeds of trusts, or other encumbrances subsequent in time to the recording of this declaration. In the event that the agreeing property owners shall prosecute any action to foreclose said lien or otherwise to collect funds owed by the defaulting property owner. Said agreeing property owners shall be entitled to their costs, including a reasonable attorney fee, which amounts shall also be a lien upon the property of the defaulting property owner.

6. RUN WITH THE LAND: The provisions of this declaration shall run with the land and shall be binding upon all of the subject property and shall be binding upon the owners herein and all other persons and parties claiming through the owners herein and for the benefit of and limitation upon all future owners of said land and premises.

IN WITNESS WHEREOF the following have executed this document on the date set forth next to their signatures.

DATED this 20th day of November, 1990

Philip Dewey - Sec-Treas.
LOWPER, INCORPORATED - Title