

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BLECHSCHMIDT SUBDIVISION

THIS DECLARATION, made and entered into this _____ day of _____, 2007, by DOUGLAS A. BLECHSCHMIDT and MARY T. BLECHSCHMIDT, husband and wife, with offices of record at 39475 Gunsight Bluff N. Davenport, Wa. 99122 hereinafter referred to as the "Declarants".

WITNESSETH:

WHEREAS, Declarants are owners of certain property located off Gunsight Bluff N. in Seven Bays in the County of Lincoln, State of Washington and described on Exhibit "A" and by this reference incorporated herein.

WHEREAS, said property is adjacent to and shares easements for ingress, egress and utilities with the Blechschiidt Subdivision off Gunsight Bluff N. in Seven Bays, the Restrictions, Easements and Reservations referenced below are excerpts of the Blechschiidt Division Covenants and shall apply to said property as declared herein. See attached legal description.

NOW, THEREFORE, the Declarants hereby declare that all property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having a right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

RESTRICTIONS

The following restrictions shall apply to said property.

1. Blechschiidt Short Plat properties shall not be further subdivided.

BUILDING RESTRICTIONS

No dwelling, residence, outbuilding, fence, wall, building, pool, or other structure shall be erected, altered, placed or maintained on any lot unless it shall comply with the following restrictions:

1. All residences shall be single family dwellings only. All residences on the lots shall be of permanent construction devoted to living purposes. Mobile homes and modular homes are not allowed for permanent or temporary residence. Note: this restriction does not apply to motor homes or travel trailers utilized for temporary use.
2. All residence minimum first-floor living area shall be at least 1200 sq. feet. This restriction does not apply to garage/shop construction.
3. The maximum height of any structure shall be thirty (26) feet from the foundation to the highest point of the structure.
4. Wood or non-metal siding is preferred for all structures.
5. Any new construction may not interfere with any previously built residence view of the lake. Interference to be defined as blocking more than 25% of the lake view.
6. All sewage disposal shall be designed, located and constructed in accordance with the requirement, standards and recommendations of Lincoln County ordinances and directives. Approval of such system shall be obtained from appropriate Lincoln County authority.
7. All structures shall conform to a setback requirement as established by resolutions, ordinances and regulations of the governmental authority having jurisdiction existing at the time of construction.
8. Additionally, there shall be a 50' setback from the ingress, egress, utility easement for all structures.
9. No lot or structure shall be used for a commercial venture.

LAND USE

1. No garbage, junk, vehicles, or other public nuisance may be stored or allowed to reside on the property. Pet behavior is included in this paragraph. Once notified of a nuisance by registered letter, offending owner has 30 days to rectify. All public nuisance issues shall be resolved by a simple majority vote of landowners with each landowner having one vote and may include legal action.
2. All landowners shall observe a quiet time from 10:00 P.M. until 8:00 A.M. on weekdays and 11:00 P.M. until 10:00 A.M. on weekends and holidays.

EASEMENTS & RESERVATIONS

Declarants grant each lot owner the right of an appurtenant easement for ingress, egress and utilities. This Easement shall be together with and appurtenant to all of the property described in attached Exhibit "A".

- At 2000 buy in for road maintenance*
1. All Blechschmidt 'Subdivision' road construction and maintenance is the responsibility of all landowners that utilize any portion of said road. Improvements shall be agreed upon by simple majority vote of all property owners with each owner having 1 vote.
 2. Blechschmidt Short Plat easement/road improvement costs shall be shared equally among all 'Short Plat' property owners,
 3. Access across easements is granted for adjacent landowners. Use of these easements is at their own risk and is solely the responsibility of the user. Subdivision landowners and/or a Homeowners Association are specifically exempt from any legal recourse or liability related to the use thereof.

