

Attn: Ray Davis

CLR<sup>s</sup> for Hagstrom Property

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
BLECHSCHMIDT SUBDIVISION

THIS DECLARATION, made and entered into this 2<sup>nd</sup> day of August, 2004, by DOUGLAS A. BLECHSCHMIDT and MARY T. BLECHSCHMIDT, husband and wife, with offices of record at 25519 SE 392<sup>nd</sup> Street, Enumclaw, WA 98022, hereinafter referred to as the "Declarants".

WITNESSETH:

WHEREAS, Declarants are owners of certain property located in the County of Lincoln, State of Washington, known as Blechschmidt Subdivision and more particularly described on Exhibit "A" and by this reference incorporated herein.

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.

SUBDIVISION RESTRICTIONS

Lots 2 through 5 may be subdivided in accordance with the following restrictions:

1. No subdivision of the lots shall occur prior to January 1, 2010.
2. The lots may be subdivided into parcels of not less than ten (10) acres after January 1, 2010.
3. The lots may be subdivided into parcels of not less than five (5) acres after January 1, 2025.
4. All subdivisions must meet all government requirements and permits in effect at the time of the subdivisions.

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:

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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 are not allowed for permanent or temporary residence.
2. The maximum height of any structure shall be twenty-five (30) feet from the foundation to the highest point of the structure.
3. Any new construction may not interfere with any previously built structure's views of the lake.
4. 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.
5. All structures shall conform to the setback requirement as established by resolutions, ordinances and regulations of the governmental authority having jurisdiction existing at the time of construction.
6. No lot or structure shall be used for a commercial venture.
  - a. EXCEPT: This restriction may be amended on a case by case basis if approved by a unanimous vote by all subdivision landowners.

LAND USE

1. No garbage, junk, vehicles, or other public nuisance may be stored or allowed to reside on the property. All public nuisance issues shall be resolved by a simple majority vote of all landowners with each landowner having one vote.
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".

1. All road construction and maintenance is the responsibility of the landowners. Improvements shall be agreed upon by simple majority vote of all subdivision property owners with each owner having 1 vote.

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Construction and improvement costs shall be shared equally among all subdivisions owners, EXCEPT:

- a. Lot 1 and other adjacent landowners that utilize any portion of sixty (60) foot easement access road will share cost of 1 owner share.
- 2. Access across the thirty (30) and sixty (60) foot easements only is granted for current adjacent landowners and landowner of government agencies requiring access. 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.
- 3. Beach access for all property owners is provided via a single twenty (20) foot easement that crosses multiple subdivision lots and other private property, (as indicated on the recorded survey). Use of this access is restricted to subdivision landowners and their accompanied guest and is at their own risk. Any liability associated with the use of this access is the sole responsibility of the user. Landowners of property the easement crosses shall not be liable and the user shall have no legal recourse for liabilities related to the use of this easement for any reason.

IN WITNESS WHEREOF, the parties have executed this Declaration of Covenants, Conditions and Restrictions of Blechschmidt Subdivision as of the day and year first hereinabove written.

"DECLARANT"

*Douglas A. Blechschmidt*  
Douglas A. Blechschmidt

*Mary T. Blechschmidt*  
Mary T. Blechschmidt

STATE OF WASHINGTON )  
County of King ) ss.

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I certify that I know or have satisfactory evidence that Douglas A. Blechschmidt and Mary T. Blechschmidt husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2<sup>nd</sup> day of August, 2004.

Debbie Ingle  
NOTARY PUBLIC (Signature)

Debbie Ingle  
(Printed Name)

My commission expires 10/31/2007

(Seal or Stamp)



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