

121243

MASTER COVENANTS AND RESTRICTIONS, CONDITIONS AND DECLARATION
OF ASSESSMENTS AND CHARGES AND AUTHORITY TO IMPOSE LIENS

KNOW ALL MEN BY THESE PRESENTS that the within Covenants, Restrictions, Conditions, Declaration of Assessments and Charges (hereinafter sometimes referred to as the "Covenants") are recorded for the following described real estate, to wit:

Plat of Rosario Highlands, recorded in Volume 3 of Plats, Pages 7 and 7A, Records of San Juan County Auditor, San Juan County, Washington.

Plat of Rosario Highlands No. 2, recorded in Volume 3 of Plats, Pages 25 and 25A, Records of San Juan County Auditor, San Juan County, Washington.

Plat of Rosario Highlands No. 3, a private subdivision, recorded in Volume 4 of Plats, Pages 7, 7A and 7B, Records of San Juan County Auditor, San Juan County, Washington.

Unplatted adjacent properties described on attached Exhibit A attached and incorporated herein as if fully set forth.

which are recorded for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and of regulating and allowing the Orcas Highlands Association to operate the common roadways, common sanitation system, common water system and to allow and provide for assessments, both special and annual, and for the filing of liens and the collection of the same. It is intended that all owners of the above-described property shall file Declarations approving and imposing the terms and contents of this document onto their individual Lots and, for those purposes, the following is set forth. A copy of the proposed and approved Declaration is a part hereof.

ARTICLE I

Section 1. "Association" shall mean and refer to Orcas Highlands Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to the following described property:

Plat of Rosario Highlands, recorded in Volume 3 of Plats, Pages 7 and 7A, Records of San Juan County Auditor, San Juan County, Washington, and

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Plat of Rosario Highlands No. 2, recorded in Volume 3 of Plats, Pages 25 and 25A, Records of San Juan County Auditor, San Juan County, Washington, and

Plat of Rosario Highlands No. 3, a private subdivision, recorded in Volume 4 of Plats, Pages 7, 7A and 7B, Records of San Juan County Auditor, San Juan County, Washington, and

Unplatted adjacent properties described on attached Exhibit A attached and incorporated herein as if fully set forth.

Section 3. "Common Properties" shall mean (1) all roadway easements for roadway, ingress, egress and utility as delineated on the Plat of Rosario Highlands, Rosario Highlands No. 2 and Rosario Highlands No. 3, and (2) Tract A and Tract B as set forth in Rosario Highlands No. 3, Recorded in Volume 4 of Plats, Page 7, 7A and 7B and (3) other common properties set forth in the Plat of Rosario Highlands, Rosario Highlands No. 2 and Rosario Highlands No. 3 and (4) the common water supply and distribution system, pumps, wells, well sites, waterlines and other related facilities located within the above-described "Properties" and the water system within the Plat of Otter's Lair, Volume 4 of Plats, Pages 29, 29A and 53 and the water system between the Plat of Otter's Lair and the Rosario System, (5) other properties and assets in the control and under the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any parcel of land shown on the recorded Plats described above in Section 2, as well as the unplatted parcels adjacent thereto within the jurisdiction of the Association as the same are described on the attached legal described denominated Exhibit A incorporated herein as if fully set forth.

Section 5. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract purchasers but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to the owner of each of the Lots, as defined above, who have paid the original membership fee, excepting therefrom owners of Otter's Lair lots which shall not be members but shall be contract purchasers of water.

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ARTICLE II

Matters concerning Meetings of the Members and their Rights shall be as set forth in the Orcas Highlands Association By-Laws and Orcas Highlands Association Articles of Incorporation.

ARTICLE III

Matters concerning the Association officers, the Board of Directors, their selection, term of office, meetings, and their powers and duties shall be as set forth in the Orcas Highlands Association By-Laws and Articles of Incorporation.

ARTICLE IV

All members shall comply with the Articles, By-Laws and Rules and Regulations and these Covenants, now in force or hereafter duly supplemented, amended, adopted or changed. In the event of a conflict between the Articles and By-Laws, the Articles shall control. In the event of a conflict between the By-Laws and these covenants, the Covenants shall control.

ARTICLE V

Section 1. Creation of a Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the properties hereby covenants, and each owner of any Lot by acceptance, of a conveyance therefore, whether or not it shall be so expressed in such conveyance, and/or by recording of Declaration imposing these Covenants is deemed to covenant and agree to (1) join and be a member of the Association; (2) comply with the Articles and By-Laws of the Association; (3) pay annual assessments or charges and; (4) pay special assessments for capital improvements; (5) pay all service charges or other costs and charges or assessments of the Association. The annual and special assessments, together with interest, costs and reasonable collection fees shall be a charge on the land and shall be a continuing lien on the property against which each such assessment is made. Each such assessment, and service charge, together with interest, costs and reasonable collection fees shall also be the personal obligation of the person who was the owner of the property at the time when the assessment was levied.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties and for the improvement and maintenance of the common roads, common water supply system, common sanitation system, and other common properties owned or controlled by the Association,

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and for administration of the Association, for enforcement by court proceedings or other lawful means of the covenants, conditions, assessments and charges. Lot owners shall be responsible to pay all costs of collecting assessments which are delinquent, including interest on the delinquent assessment at the maximum legal rate allowed by the laws of the State of Washington, together with all reasonable costs of collection, including attorney fees.

Section 3. Water hook-up fees. The Board of Directors shall establish water hook-up fees in keeping with past practice and in keeping with the cost of construction, maintenance and repair of the water distribution system and the cost attributed to the particular water user. The water service hook-up fee shall be a lien and personal obligation as set forth above in Article V, Section 1.

Section 4. Service charges - Domestic water. The Board of Directors may charge water users, which are those persons who have water available to their Lot, whether or not those persons use the water, a monthly or annual water service charge which is intended to defray costs of supplying water to the water users. That cost may include but not be limited to costs of electricity, maintenance, upkeep of the water system and administration of the Association. The Directors may provide that the water service charge shall have the same legal effect as a special assessment and subject the Lot and the Owner to levy and to lien for non-payment as provided for herein for regular and special assessments.

Section 5. Collection. Collection of assessments and other charges shall be by foreclosure of liens as in the case of mortgages and as set forth in the By-Laws. Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate per annum, and the Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common properties or abandonment of his Lot.

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Section 6. Water distribution system. Waterlines and water distribution system shall not be changed or affected without the written permission of the Board of Directors, pursuant to the By-Laws.

Section 7. Supply of water. The supply of water may be limited or regulated on an equal basis by the Association in the event of limitation of the water supply available.

Section 8. Covenants perpetual. The terms of this instrument shall be perpetual and shall be binding on the heirs and assigns of Declarant.

Section 9. Covenants, Restrictions and Reservations as are recorded in the Plat of Rosario Highlands, Plat of Rosario Highlands No. 2, and Plat of Rosario Highlands No. 3, being San Juan County Auditor's File No. 63790, 75633 and 79236, be and the same are hereby amended by the Association and amended by those owners signing a Declaration adopting by reference this document as follows:

(a) The approval of building plans and specifications by Gil Geiser, or his nominee, in the case of San Juan County Auditor's file no. 63790 and 75633, or by Rosario Highlands, in the case of San Juan County Auditor's file no. 79236, are hereby amended to require approval of the nominee, which is and shall be Orcas Highlands Association, acting through its Board of Directors or by the architectural committee, when appointed.

(b) All covenants requiring permission or approval of Gil Geiser, his nominee, or the Rosario Highlands, Inc. shall be amended to delete Gil Geiser or his nominee, or Rosario Highlands, Inc. and replace them with Orcas Highlands Association.

(c) The following portion of a sentence in San Juan County Auditor's file no. 63790 and 75633 is deleted:

"...the habitable main floor area of which, exclusive of garage, open entries, porches and patios, shall be not less than 650 square feet..."

and in San Juan County Auditor's file no. 79236 the same language which requires 1000 square feet is deleted and all three documents are hereby amended to include in the place of the deleted language the following portion of a sentence:

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"...the habitable floor area of all floors, exclusive of garage, open entries, porches and patios shall be not less than 1200 square feet..."

(d) All of the other covenants and restrictions as referred to for the three plats of Rosario Highlands shall remain in effect and be binding on all of the property in the three Rosario Highlands Plats, as well as the unplatted property, which is described on the attached Exhibit A.

(e) The following is added as an additional covenant and restriction to said San Juan County Auditor's File No. 63790, 75633 and 79236 as follows:

1. The existence of trees on the properties is to be preserved, whenever possible, for the beauty of the subdivision and the enjoyment of the owners. Trees shall be removed only when absolutely necessary for construction of buildings.

2. The purpose of the subdivisions are residential and while commercial or businesslike activities may be legal inside of residences, their existence or occurrence of such activities should not interfere with or be objectionable to or noticeable by any other members.

3. There shall be no further subdivision of any lot or parcel as described above in ARTICLE I, Section 2.

Section 10. Owners of Lots in Otter's Lair shall contract for purchase of water from the Orcas Highlands Association and covenant to pay reasonable assessments for water provided them in keeping with the cost of maintenance and upkeep and cost of supplying water to Otter's Lair. The owners of Lots in Otter's Lair recognize that the Orcas Highlands Association owns the water distribution system within and beyond the Plat of Otter's Lair, and recognize the right of Orcas Highlands Association to enter upon and repair and replace, as necessary, that water distribution system and agree to cooperate with the Orcas Highlands Association in all reasonable ways to facilitate the maintenance, upkeep and repair of that water system. Owners in the Plat of Otter's Lair covenant that for non-payment of water service charges and hookup fees that liens may be filed against their property, which liens may be foreclosed as mortgages are foreclosed by Orcas Highlands Association, all in keeping and according to the terms of the By-Laws and Articles of Orcas Highlands Association.

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DATED this 10 day of APRIL, 1982.

ORCAS HIGHLANDS ASSOCIATION

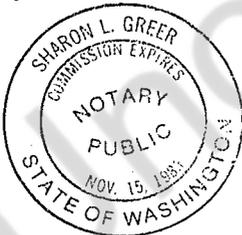
By Paul R. Hollenberg
President

By Douglas E. Brown
Secretary

STATE OF WASHINGTON)
County of San Juan) ss.

On this 10 day of APRIL, 1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PAUL R. HOLLENBERG and DOUGLAS E. BROWN to me known to be the President and Secretary, respectively, of Orcas Highlands Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal thereto affixed the day and year first above written.



Sharon L. Greer
Notary Public in and for the State of
Washington, residing at Escalante

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EXHIBIT A

UNPLATTED PROPERTIES ADJACENT TO PLAT OF ROSARIO HIGHLANDS, PLAT OF ROSARIO HIGHLANDS NO. 2 AND PLAT OF ROSARIO HIGHLANDS NO. 3, ALL IN SAN JUAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Portions of Government Lots 2 and 3, Section 30, Township 37 North, Range 1 West, W.M., in San Juan County, Washington;

Portions of the Northeast quarter of the Northwest quarter of Section 31, Township 37 North, Range 1 West, W.M., in San Juan County, Washington;

END OF DESCRIPTION

Unofficial Copy

EXHIBIT A
TO MASTER COVENANTS AND RESTRICTIONS, CONDITIONS
AND DECLARATION OF ASSESSMENTS AND CHARGES
AND AUTHORITY TO IMPOSE LIENS

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Filed for Record at the Request
of JOHN C. CARLSON

APR 22 1992
A.D., 19.....

at 12 mfn. past 10 A M
and recorded in vol. 89 of

Official Records, page 482 of 482

HENRY R. BYERS, AUDITOR
SAN JUAN COUNTY, WA

By Mary Jean Cahill
DEPUTY

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