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ARLIND LARSON, A.D.  
SAN JUAN COUNTY, WASH.  
By Arvid Larson  
DE-117

79236

DECLARATION OF PROTECTIVE RESTRICTIONS OF THE  
PLAT OF ROSARIO HIGHLANDS NO. 3

1. General Provisions: The following protective covenants shall apply to all of the lots of the plat of Rosario Highlands No. 3, recorded in Volume \_\_\_\_\_ of Plats, Page \_\_\_\_\_ records of San Juan County, State of Washington, hereinafter referred to as Rosario Highlands.

These covenants shall run with the land and shall be binding upon all owners of property in Rosario Highlands and all persons claiming under them as hereinafter provided.

2. Building Restrictions and Limitations: All tracts in Rosario Highlands shall be used for residential purposes only, and shall be designated as "residential lots", except tracts A, B, C, D & E. is not designated residential lots.

No building shall be erected, placed, altered or maintained in Rosario Highlands until the building plans, specifications, and plot plan, showing the location of such buildings have been approved by Rosario Highlands or its nominee, with respect to these restrictions. Such approval will be presumed unless within thirty (30) days after the submission of the plans and specifications, Rosario Highlands or its nominee, gives notice in writing of its disapproval thereof.

After June 1, 1972, no building, trailer, tent or structure of any kind shall be erected on any lot prior to the erection of the main dwelling house thereon, except that a garage or other small building of permanent construction may be erected for purposes of storing of tools and other articles, prior to the erection of the permanent dwelling house, but such structure shall not be used as a domicile without written

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permission of Rosario Highlands. A trailer or camper may be placed on lot during the construction for a period not to exceed ninety (90) days, providing it is properly hooked to septic tank. Any permission granted hereunder shall not be construed to permit the construction, erection or maintenance of any building of any nature whatsoever at any time without the approval required by the preceding sub-paragraph.

Except as otherwise set forth on the fact of the plat; the following setback provisions shall be applicable:

- (a) No building or structure shall be built closer than twenty (20) feet to the front property line.
- (b) On corner lots no building or structure shall be built closer than twenty (20) feet to the side property line abutting the street right-of-way line.
- (c) No building or structure shall be built closer than ten (10) feet to any side property line.
- (d) No residential building shall be built within the rear twenty-five (25) feet of any lot.

In the event that an area in excess of a lot as platted is held in common ownership, the lot lines for the purposes of this paragraph shall be the boundary lines of the property so held.

All setback lines shown on the fact of the plat shall be strictly observed.

No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling for single family occupancy only, the habitable main floor area of which, exclusive of garage, open entries, porches and patios, shall be not less than 1000 square feet, except a private garage for no more than two cars and a guest house to be built after the main dwelling only and only on approval of Rosario Highlands, Inc. architecturally in harmony therewith and of permanent construction and incidental and

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necessary to residential use of the premises. All structures shall be of new construction and no dwelling shall be more than two (2) stories in height. No structure shall be occupied as a residence until the installation of adequate plumbing connected to septic tanks or sewer. In the event sewage disposal shall be by means of septic tanks, said septic tanks and disposal fields shall be in accordance with the regulations of the San Juan County, Washington, Department of Public Health.

The construction or erection of all buildings and structures shall be prosecuted diligently and continuously from commencement of such construction or erection until such buildings and structures are completed within twelve (12) months after construction begins, applicable to exterior construction only.

3. Noxious Use of Property. No noxious, illegal or offensive activity shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

No goods, equipment, trucks, vehicles or paraphernalia used or designated for use in connection with any business, service or trade shall be kept or stored in the open on any lot or street.

4. Animals: No fowl, rodents, hogs, cattle, horses, sheep, goats, or similar livestock shall be permitted or maintained on said property at any time. Household pets shall be permitted, but must be kept on the premises of the owner. Not more than one accessory building on any one building site shall be permitted for use in the housing of such household pets. Any such building shall be located not less than fifty (50) feet from any place of human habitation other than the owner's. Horses may be permitted on the streets of Rosario Highlands but shall not be maintained on said property at any time.

5. Drilling of Wells: No wells shall be drilled or used on any lot in the plat of Rosario Highlands without written permission of Rosario Highlands or its nominee.

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6. Term of Restrictions: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until the 1st day of January, 1982, at which time said covenants shall be automatically extended for successive period of ten (10) years, except that after the 1st day of January, 1982, these covenants may be changed in whole or in part upon the concurrence of owners of 65% of all lots in Rosario Highlands; except that these covenants may be modified or amended at any time upon the concurrence of 65% of the owners, except for restriction No. 5. <sup>NO</sup> Wells

7. Violation: If the owners or purchasers of any property in Rosario Highlands, or anyone acting in their behalf, their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any real property situated in Rosario Highlands to prosecute any proceedings at law or an equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages arising from such violation.

8. Invalidation: Invalidation of any of these covenants by a judgment of any court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned, fee owner of the property heretofore described, do on this 24 day of July, 1972, set his hand and seal.

ROSARIO HIGHLANDS, INC.

By James F. Loveridge, Jr.  
James F. Loveridge, Jr.  
Vice-President and Secretary

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STATE OF WASHINGTON )  
                          ) SS.  
COUNTY OF KING )

On this 24 day of July, 1972, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES F. LOVERIDGE, JR., to me known to be the Vice-President of ROSARIO HIGHLANDS, INC., 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

*John B. Lee*

Notary Public in and for the State of Washington, residing at Seattle.



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