

Blacksmith Lake Covenants

The undersigned, being the owners of the above referenced tracts of land, the legal description for which is contained in Exhibit "A" attached hereto and fully incorporated herein by this reference, hereby adopts and declares the following covenants and restrictions which are designed for the mutual benefits of all building sites within said property:

1. No tracts within said property shall be used for other than residential, recreational or agricultural purposes.

2. Each tract owner shall install a culvert at the entrance to their property in accordance with County Specifications at such time as the lot owner constructs a driveway to their lot.

3. No trash, garbage, ashes or other refuse may be thrown, dumped or otherwise deposited on any building site, vacant or otherwise, in said subdivision until the owner is ready to commence construction, and then such material shall be placed within the property line of a building site upon which structures are to be erected and shall not be placed in streets.

4. The covenants herein contained, or as hereinafter amended, shall, be for the benefit of each and every tract or parcel of land within the limits of the property hereinafter described. The owner of any such lot, tract or parcel of land shall have the right at law, or in equity to enforce such covenants, and each of them, and to enjoin any violation thereof, any owner specially damaged by such violation may, in addition to all other remedies, recover compensation or damages for any such violation. Should any one or more of the covenants herein contained be deemed to be invalid by any court of competent jurisdiction, invalidation of such covenant shall not be deemed to invalidate the remaining covenants.

5. No building, structure, mobile unit, or unlicensed vehicle shall be moved onto or stored on any land embraced in said Tract, without permission of the Architectural Committee, except for travel trailers and campers, not to exceed a period of six (6) months. All structures shall be complete as to external appearance, including finished painting within 24 months from the date of commencement of construction.

6. The Architectural Committee must approve in writing the design, architecture and location of any structure, or building prior to its erection or movement on to any lot, the purpose being that the committee shall attempt to obtain conformity and harmony with other structures and to prevent obstruction of the view of others on the plat. The Architectural Committee shall consist of three persons appointed originally by Jerry Reid and/or Jay Allen. They shall be elected every four years thereafter by a majority of the owners or purchasers of lots in said plat, who are at the time residents of houses therein, with one vote to each lot, and the members of the committee shall serve without compensation. The decision of the committee in any matter shall be determined by a majority vote of its members, but no action by the committee shall be arbitrary.

7. Mobile homes 14 feet or wider shall be permitted on these tracts provided they are maintained in good order, are skirted and that an outside storage building shall be constructed within 12 months to house the occupants excess personal belongings and equipment.

8. A 30 foot non-clear zone shall effect each Blacksmith Acreage Tract. The non-clear zone shall be paralled to the road measured back 30 feet from the boundary line of said road easement. Parcel owners shall not be allowed to clear or otherwise substantially alter said non-clear zones other than what is reasonably required to construct a driveway providing access to each parcel. Each parcel owner shall be responsible for the maintenance and preservation of said existing non-clear zones including the trees and natural vegetation contained therein. Each parcel owner will be allowed to construct a driveway into the parcel, which driveway shall not be more than twenty feet in width.

9. Maintenance of roads within the subdivision shall be accomplished in accordance with the following paragraphs:

a) Road Maintenance.

Each lot owner (which terms as hereinafter used shall include contract purchaser, except as hereinafter set forth) shall share equally in the maintenance of the common roads within the land to which this covenant applies. This requirement shall apply to lots or tracts created by future subdivisions of land lying outside the boundaries of the subdivision which will use the common roads shall be subject to this road maintenance agreement except that this covenant shall not apply to the Declarants. In the event that the road system is significantly damaged by commercial hauling by a lot owner, the lot owner who damaged or reduced the quality of the roads shall grade them and restore them to an acceptable condition for the residential use.

b) Management.

Matters relating to road maintenance shall be managed by Declarant or its' designee until all the tracts within this subdivision have been sold and any future subdivision using the common roads which may be created by the Declarant have been sold, or until ten (10) years have elapsed from the date this document is recorded, whichever occurs first. Declarant shall then appoint a management committee consisting of any three (3) lot owners which shall manage road maintenance thereafter. At any time after the appointment of said committee, seventy-five (75%) percent of the owners of tracts may by petition elect to create a property owners association which shall, upon its creation, assume all responsibilities given to the management committee by this covenant.

c) Assessments.

Each lot owner shall pay, on account of road maintenance the initial assessment of Fifty Dollars (\$50.00) per year for each calendar year or part of a calendar year during which they or their tenants or assigns have the right to possession of tract of land covered by this covenant. Said sum shall be maintained in a separate account to be known as the Blacksmith Lake Tracts Road Maintenance Fund and shall not be used for any purpose other than the cost of road maintenance for this subdivision. The amount of said annual assessment may be increased by the managing entity at time it should appear that insuf-

efficient funds exist in order to pay for the required maintenance, and if such increase becomes necessary immediately within a calendar year, each lot owner shall pay his proportionate share of the increase on demand.

d) Level of Maintenance.

The roads of the subdivision shall be maintained to the degree necessary in order that they may conform as nearly as possible to their original condition. The provisions of this covenant shall not be used to improve the roads to any greater level of quality than existed as said roads were originally installed.

e) Liens and Foreclosures.

In addition to constituting a personal liability of the lot owners, the assessment called for under this covenant shall constitute a lien against a lot or tract and may be foreclosed by suit initiated by the Declarant or management committee in a like matter as the foreclosure of a mortgage on real property. The Declarant or management committee shall have the power to bid on the lot or tract as sale and to acquire and hold lease, mortgage and convey the same on behalf of all owners of tracts. All unpaid assessments shall bear interest at the rate of twelve (12%) percent per annum from the date due and should Declarant or management committee initiate an action to force payment of any delinquent assessment, the owner responsible shall pay all of the costs and expenses of such suit, including attorney's fee, all of which shall be secured by the lien provided for herein.

f) Termination.

The requirements of these covenants shall terminate in the event of the dedication of said roads to and the acceptance by a municipality for permanent maintenance purposes, or the providing by a municipality of comparable public access to all lots of the subdivision.

DATED: _____ DAY OF _____ 19____.

BY: _____ BY: _____

STATE OF WASHINGTON, }
County of _____ } ss.



On this day personally appeared before me _____

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that _____ signed the same as _____ free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19____

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