

DECLARATION
OF
HOME OWNERS ASSOCIATION, EASEMENTS, FOR
LAKEVIEW RANCHETTES SUBDIVISION

W I T N E S S E T H:

Whereas, declarant is the owner of certain property in the county of Benton, State of Washington, which is more particularly described below:
Lakeview Ranchettes Subdivision, in Section 22, Township 8 North, Range 29 East, W.M.

Whereas, declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as herein-after set forth, and those which have been set forth before.

Now, therefore, declarant hereby declares that all of the properties described below shall be held, sold, and conveyed subject to the following easements, restrictions, and conditions, all of which are for the purpose of enhancing the value desirability and attractiveness of the real property. These easements, restrictions, and conditions, shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall insure to the benefit of each owner thereof.

Properties subject to this declaration of
EASEMENTS AND ACCESS

Block 1

Lots 1 through 25 = North 10 feet
Lot 14 = and the Easterly 10 feet of the Westerly 40 feet
Lot 1 = and will provide access easement to maintain well and electrical system for irrigation system located as per drawing on exhibit A.

Block 2

Lots 1, 2, 3 = East 10 feet
Lots 4, 5 = South 10 feet
Lots 6, 7, 8 = West 10 feet

Block 3

Lots 1, 2, 3 = East 10 feet
Lot 4 = East 10 feet and Southerly 10 feet
Lot 5 = Southeasterly 10 feet of Northwesterly 195 feet
Lot 6 = Southerly 10 feet of Northerly 215 feet
Lot 7 = Southerly 10 feet of Northerly 185 feet
Lot 8 = Southerly 10 feet of Northerly 190 feet
Lot 9 = Southerly 10 feet of Northerly 180 feet
Lot 10 = Southerly 10 feet of Northerly 180 feet
Lot 11 = Southerly 10 feet of Northerly 180 feet
Lot 12 = Southerly 10 feet of Northerly 195 feet
Lot 13 = Southerly 10 feet of Northerly 195 feet

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Easements

LAKEVIEW RANCHETTES SUBDIVISION

- Lot 14 = Southerly 10 feet of Northerly 175 feet
- Lot 15 = Southerly 10 feet of Northerly 170 feet
- Lot 16 = Southerly 10 feet of Northerly 205 feet
- Lot 17 = Southerly 10 feet of Northerly 235 feet
- Lot 18 = Southerly 10 feet of Northerly 245 feet
- Lot 19 = Southerly 10 feet of Northerly 245 feet
- Lot 20 = Easterly 10 feet of Northerly 220 Feet thence on a radius to resevoir and the area around resevoir as drawn on exhibit A.
- Lot 21 = Southwesterly 10 feet of Northeasterly 210 feet, and the Easterly 10 feet for resevoir line.
- Lot 22 = Southwesterly 10 feet of Northeasterly 190 feet
- Lot 23 = Westerly 10 feet
- Lot 24 = Westerly 10 feet
- Lot 25 = Southerly 10 feet

Block 4

- Lots 1, 2, 3, 4 = Southerly 10 feet
- Lot 5 = Westerly 10 feet
- Lots 6 through 16 = Southerly 10 feet

Block 5

- Lots 1 through 16 = Northerly 10 feet
- Lot 11 = and the Easterly 10 feet
- Lot 15 = and the Easterly 10 feet

Block 6

- Lots 1, 2 = Northerly 10 feet

All easements and access in any event to follow irrigation system as designed on exhibit A.

Creation of the Home Owners Association for the irrigation system. Membership in the association.

Every person or entity who is a record owner of a lot which is subject to and by covenants of record to assessment by the association, including contract purchasers, shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchasers interest in any lot which is subject to assessment by the association. Upon transfer of the fee interest to, or upon the execution and delivery of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any lot, membership in the association shall be deemed to be transferred to the grantee, contract purchaser, or new contract purchaser, as the case may be.

Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the association as herein provided: General assessments or charges for the operation of, upkeep and maintenance of the irrigation system, as deemed by the association.

All assessments, together with such interest thereon and costs of collection thereof shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with such interest and costs of collection thereof, including reasonable attorneys fees, shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; provided however, that in the case of a sale or a contract for the sale of, or an assignment of a contract purchasers interest in any lot which is charged with the payment of an assessment, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the assessments due prior to said date. The new owner or contract purchaser shall be personally liable for assessments which became due on or after said date.

The individual property owners will establish a board of trustees, which will in turn uphold this declaration and operate the said home owners association, as soon as the ownership reaches sixty percent.

The monthly general assessment for the operation and maintenance of said irrigation system shall be three dollars (\$3.00) per month, per lot, beginning at time of purchase as outlined above. The board of trustees may fix the assessment at an amount deemed necessary for operation of said irrigation system, if any increase is proven to be needed.

Signed, sealed and acknowledged December 8, 1976
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