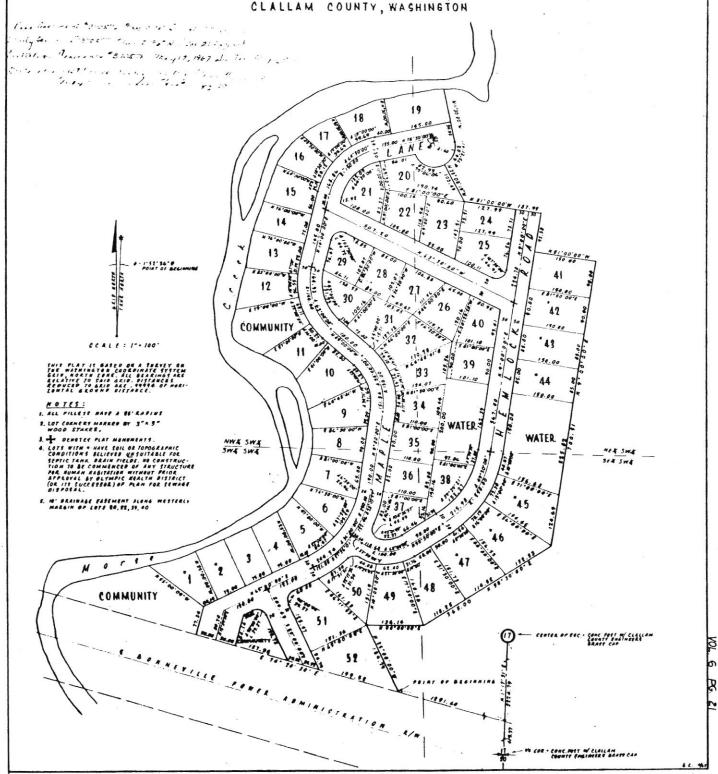
# FOUR SEASONS PARK

SECTION 17-TOWNSHIP 30 H - RANGE 5 W, W.M.
CLALLAM COUNTY, WASHINGTON



Brystons.

DEDICATIONS, EASEMENTS & RESTRICTIONS

# FOUR SEASONS PARK

SECTION 17-TOWNSHIP 30 N - RANGE 5 W, W.M.
CLALLAM COUNTY, WASHINGTON

DESCRIPTION

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E. M. Morison, a bachelor M. H. Flodin and Edna D. Flodin, hwf, and H. W. Bergstrom and Barah L. Bergstrom, hwf

fp cy and war to sp The  $(NW_4SW_4NW_5)$ ; the  $(S_2SW_4NW_5)$ ; the  $(SW_4SE_4NW_5)$ ; and the (SW1); ALL in Section (17);

And the (E23E43E4); and that ptn of the (3E4NE4), lying East of the break of the bluff on the West side of Worse Creek, in Section (18);

ALL BEING in Township (30) North, Range (5) West of the Willamette Meridian.

The Gtor reserves an undivided  $(\frac{1}{2})$  int in all oil, RESERVATION: gas, or mineral rights in all of sd re, and including an undivided one-half int in that certain oil, gas and mineral rights lease ent into on or above the 18th day of January, 1953, which lease was thereafter assigned to one Maurice A. Machies. \$65.00 Excise Tax Paid - \$6500.00 - #7222 \$6.50 and \$7.15 stamps

xcn ok

#### FOUR SEASONS PARK

### DECLARATION OF PROTECTIVE RESTRICTIONS

#### KNOW ALL MEN BY THESE PRESENTS:

OLYMPIC ASSOCIATES, a Washington Limited Partnership, and SARAH E. BERGSTROM being the owners of the following described real property situate in the County of Clallam, State of Washington, to wit:

Four Seasons Park according to plat thereof recorded in the office of the Clallam County Auditor in Volume 6 of Plats, pages 2/, 21

do hereby certify and declare that the following restrictions and conditions are hereby imposed on said real property, to wit:

### A. Building Restrictions and Limitations.

- l. Except for such lots as may be dedicated or used for community purposes or may be owned by the nonprofit corporation, if any, to which the roads in said plat may be transferred, each lot within said Four Seasons Park shall be used for residential purposes only and only one single-family dwelling and such outbuildings as are reasonably necessary to such residential single-family dwelling purposes, may be constructed or maintained on each such lot; provided, however, that Olympic Associates may use one lot in said plat and a building thereon as a real estate office; and provided further, however, that no lot or portion of a lot within said plat may be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of said plat may be less than the one required for the use district in which such portion of this plat is located.
- 2. The work of constructing all structures on each such lot shall be prosecuted diligently and continuously from commencement of construction until the exteriors thereof are completed and painted or otherwise suitably finished, which finish shall in any event be within twelve (1?) months from the commencement of construction.
- 3. No building shall be constructed, placed or maintained on any lot so that any part thereof is nearer than twenty-five (25) feet from the front lot line of said lot or from any street or road. No building shall be constructed, placed or maintained on any lot so that any part thereof is nearer than thirty (30) feet to the rear lot line or nearer than ten (10) feet to any side lot line of the lot involved.
- 4. No dwelling, or outbuilding incident thereto, shall be used for residential purposes on Lots 1, 2, 42, 43, 44, 45, 46 or 47, Four Seasons Park, unless there be in operation a sewerage disposal system completely contained within such dwelling.
- B. <u>Livestock</u>. No animals, livestock or poultry shall be raised, bred or kept on any of such lots, except that dogs, cats and other household pets may be kept thereon, if they are not kept, bred or maintained for any commercial purpose.
- C. <u>Nuisances</u>. No noxious or offensive activity shall be carried on upon any of such lots nor shall anything be done thereon which may be or may

become an annoyance or nuisance to the owners of other lots in the area. No firearms shall be used within said plat.

- D. Rubbish. No such lot shall be used or maintained as a dumping or storage ground for rubbish or any unsightly material. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Under no circumstances may lot owners or their guests dispose of rubbish, trash, garbage, waste or other material in Morse Creek.
- E. No dwelling or outbuilding incident thereto shall be used for residential purposes, temporarily or permanently, unless and until a septic tank and drainfield or other sewerage disposal system is connected thereto or completely contained therein, with toilet facilities entirely within the residential dwelling and is in operation and approved by the applicable governmental agency.
- F. No "For Sale," "For Rent" or other sign indicating intended disposition of any peroperty interest may be placed upon any such lot, except that after three (3) years from the initial sale of any such lot, lot owners or purchasers or their agents in the event of efforts to resell any said lot may place thereon not more than one "For Sale" sign, the same not to exceed 12" x 18". This provision, however, shall not apply to Olympic Associates or its agents, pending the initial sale of said lots. "No Trespassing" signs may not exceed 9" x 18" in size.
- G. No septic tank, septic tank drainfield or other use that may contaminate or tend to contaminate a well, may be located within one hundred (100) feet of any existing or future well, so long as the same may be used as a source of public water supply. No septic tank or drainfield or other sewerage disposal system may be located within fifty (50) feet of the line of extreme high water of Morse Creek.

The aforesaid restrictions and conditions shall run with said real property and shall be binding on all parties and persons claiming under them from the date this instrument is recorded until an instrument signed by the record owners of sixty-five percent (6%) of the area of Four Seasons Park at any particular time is recorded whereby the signers thereof agree to change such restrictions and conditions in whole or in part.

If any party hereto, or such party's heirs or assigns, shall violate any of said restrictions and conditions it shall be lawful for any other person or persons owning any of said real property to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions or conditions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. The undersigned shall not be obligated to enforce any of the terms of this instrument, and all instruments or conveyances signed by the undersigned with respect to any such property shall be deemed subject to the restrictions and conditions set forth herein, and the undersigned shall not be or become liable for the breach of said restrictions and conditions by any other than the undersigned.

The invalidation of any one of said restriction: and conditions

shall in no wi e effect any of the other provisions herein, but the same shall remain in full force and effect.

of They, 1967.

OLYMPIC ASSOCIATES

Sarah E. Bergstrop

Robert C. Lorentz, General Partner

STATE OF WASHINGTON )

On the day of May, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared ROBERT C. LORENTZ, General Partner of Olympic Associates, a Washington Limited Partnership, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON)
COUNTY OF King

On the / Lday of May, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared SARAH E. BERGSTROM to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY HUBLIC in and for Washington, residing at

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CLALLAM COUNTY, WASIL

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## DECLARATION OF CHARGES, ASSESSMENTS AND LIENS

THIS DECLARATION, made the 24 day of May, 1967, by OLYMPIC ASSOCIATES, a Washington limited partnership,

# WITNESSETH:

WHEREAS, OLYMPIC ASSOCIATES is the present owner or contract vendee of the following-described real property situate in Clallam County, State of Washington, to-wit:

four Seasons Park, according to plat thereof recorded in Volume 6 of Plats, pages 2/432 records of said county:

and

WHEREAS, OLYMPIC ASSOCIATES anticipates that the above-described property will be developed as an outstanding residential and resort community with a view to selling the individual residential lots thereof to third parties; and

WHEREAS, in furtherance of the general development of the above-described property, OLYMPIC ASSOCIATES has caused to be organized the FOUR SEASONS PARK COMMUNITY CLUE, hereinafter called the "Community Club," a nonprofit corporation organized and existing under the laws of the State of Lashington, with authority to levy the charges and assessments and impose the liens hereinafter set forth with respect to such corporation; and

WHEREAS, the charges, assessments and liens hereinafter set forth are imposed upon the platted residential lots in said Four Seasons Park;

MOW, THEREFORE, OLYMPIC ASSOCIATES hereby declares and establishes the following covenants, charges, assessments and liens, and imposes the same on said real property, to-wit:

## ARTICLE I

## Provisions for Assessments

Section 1. The lots within the above-described property platted as Four Seasons Park shall be subject to such charges, assessments and liens as shall from time to time be imposed by the

Community Club acting pursuant to the Articles of Incorporation and the Hylaws of said corporation, including any duly adopted amendments thereto.

Section 2. The amount of such charges and assessments and the manner of payment thereof shall be determined by the Community Club imposing such charges and assessments, and the proceeds therefrom shall likewise be applied in such manner and for such objects and purposes as shall be determined by the Community Club.

Section 5. Charges and assessments by the Community Club shall be levied in equal projections against each and every residential lot, or in accordance with service readered directly to each such residential lot, hereby made subject to such charges and assessments, excluding from such charges and assessments such residential lots as may be owned by obtained and assessments such residential lots as may be purchasing as a contract vender and such residential lots as may be purchasing as a contract vender and such residential lots as may be purchasing as a contract vender and such residential lots as may be represented or rejurchased by OLYTIC ASSOCIATES; provided, however, that MYTIC ASSOCIATES shall pay all such charges and assessments as may be levied upon each such residential lot or lots sold by OLYTIC ASSOCIATES and thereafter repossessed or repurchased by OLYTIC ASSOCIATES.

## ARTICLE II

## Liens; Collection of Assessments

Section 1. Any charge or assessment levied by the Community Club against any residential lot in said Four Seasons Park, including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such residential lot as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot.

Section 2. Any charge or assessment imposed by the Community Club upon any member who is the owner or contract purchaser of a residential lot or lots in said Four Seasons Park, including interest on such charge or assessment and collection costs, if any, shall be and become a lien upon the lot or lots owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot or lots.

Section 3. All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any residential lot or lots, or by the signing of a contract or agreement to purchase the same, whether from the present owner thereof or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and nomestead in such lot or lots with respect to foreclosure of such liens. As an alternative remedy to the foreclosure of such liens, the Community Club shall have the exclusive right and option, at any time after the expiration of a period of six (o) months during which any of such charges or assessments shall remain unpaid, to purchase any residential lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot an amount equal to the value of such owner's or purchaser's interest in such lot. Upon the exercise of said option by the Community Club in the manner set forth in the bylaws of the Community Club, the owner or purchaser of such lot shall convey to the Community Club all right, title and interest vaica such owner or purchaser may have in such lot. In any court proceeding to enforce such option, the Community Club shall be critical to have a decree of specific performance entered in its heralf. If the value of such owner's or purchaser's interest in such lot cannot be agreed upon, the lot shall be appraised in accordance with such method of appraisal as shall be set forth in the sylaws of the Community Club.

Section 4. First mortgage liens placed upon any of said residential lots, for the purpose of constructing a residence or other improvements thereon, which are recorded in accordance with the laws of the State of Cashington, shall be, from the date of the recordation of such, superior to any and all charges, assessments and liens imposed pursuant to this Declaration.

## ARTICLE III

## lembership

Section 1. Membership in the Community Club shall be as prescribed in the Articles of Incorporation and the Eylaws of the Community Club.

Section 2. Any charges or assessments herein provided to be imposed by the Community Club, including interest thereon and collection costs, if any, shall be and become a lien upon

all residential lots in said Four Seasons Park, irrespective of owner's or purchaser's membership in the Community Club. The fact of nonmembership in the Community Club shall not serve in any way to release or relieve the lot or lots owned by such owner or purchaser from the charges or assessments imposed upon such lot or lots by the Community Club in accordance with its Articles of Incorporation and Bylaws.

## ARTICLE IV

## Binding Effect of Declaration

All of the provisions of this Declaration shall be deemed to be covenants and obligations running with the land, and shall bind OLYMPIC ASSOCIATES, its successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with OLYMPIC ASSOCIATES, its successors in title, and with each of them, to conform to and observe all the terms and conditions herein contained.

IN WITNESS WHEREOF, OLYMPIC ASSOCIATES has caused this instrument to be executed by its General Partner on the day and year first above written,

PAVIS OF YMP RECORDED IN PEDDENCE OF OF MEAN CO 1967 MAY 26 PH 1: 40B STATE OF WASHINGTON ) CLALLAN COUNTY, WASH ) CSS. . AUDITUR

COUNTY OF KING

On this 24 day of May, 1967, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RODERT C. LORENTZ, to me known to be the General Partner of Olympic Associates, a limited partnership organized under the laws of the State of Washington, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to and did execute the same

WITNESS my hand and official seal her official year in this certificate above written. WITNESS my hand and official seal hereto affixed the

NOTARY PUBLIC in and for the State of Washington, residing at Huns,