

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
SERENDIPITY RANCH ESTATES**

\_\_\_\_\_, a \_\_\_\_\_,  
hereinafter called "Developer" is the owner in fee simple of  
certain real property located in Pend Oreille County, known  
by official plat designation of Serendipity Ranch Estates  
pursuant to a Plat recorded in Plat Book \_\_\_\_\_, at Page  
\_\_\_\_\_, of the Public Records of Pend Oreille County,  
Washington.

For the purpose of enhancing and protecting the value,  
attractiveness and desirability of the lots or tracts  
constituting such subdivision, developer hereby declares  
that all of the real property described above and each part  
thereof, shall be held, sold and conveyed subject to the  
following easements, covenants, conditions and restrictions,  
which shall constitute covenants running with the land and  
shall be binding on all parties having any right, title or  
interest in the above described property or any part  
thereof, their heirs, successors and assigns, and shall  
inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1: "Association" shall mean and refer to Serendipity Ranch Estates, as Washington non-profit corporation.

Section 2: "Common Area" shall mean all real and/or personal property which the Association and/or the Developer owns for the non-exclusive common use and enjoyment of the owners of lots shown on the recorded subdivision plat of Serendipity Ranch Estates, including but not limited to the fairway easements, access easements and the gazebo and dock adjacent thereto. The common areas are to be conveyed by Developer to and to be owned and maintained by the Association for the common use and enjoyment of the owners of lots in Serendipity Ranch Estates, together with a non-exclusive common easement of ingress and egress over that certain private road known as Conrad Drive as appears on the face of the Plat.

Section 3: "Developer" shall mean its successors and assigns, if any such successor or assignee acquires the undeveloped portion of Serendipity Ranch Estates from the Developer for the purpose of development.

Section 4: "Lot" shall mean and refer to any lot or other tract in Serendipity Ranch Estates, together with any and all improvements thereon shown on the recorded Plat of Serendipity Ranch Estates, referred to above, on which a residential structure could be constructed, whether or not one has been constructed.

Section 5: "Maintenance" shall mean the exercise of reasonable care to keep common areas including **water system**, buildings, roads, easements of ingress and egress, drainage easements, community drainfield, water retention easements, utility easements, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.

Section 6: "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the subdivision, including the Developer, and including contract sellers, but not including contract purchasers.

Section 7: "Member" shall mean every person who is a property owner holding membership in the Association and the Developer.

Section 8: "Serendipity Ranch Estates" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration and any supplemental Declaration, or Declarations, under the provisions of ARTICLE II hereof, and shall include the real property described in said ARTICLE II, Section 1.

#### ARTICLE II

#### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

Section 1: "Legal Description". The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Pend Oreille County, Washington, and comprises all of the lots, tracts and easements shown and/or platted within or upon the property legally described as follows:

THIS PLAT BEING PART OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 43 EAST OF THE WILLAMETTE MERIDIAN, PEND OREILLE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF "LeCLERC ROAD-NORTH, N.0°00'10"E. 1321.10 FEET, ALONG THE EAST LINE OF SAID SECTION 17 AND N.74°07'08"W 1363.67 FEET, ALL FROM THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE S.20°25'26"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 371.77 FEET; THENCE S.89°14'34"W. 176.00 FEET; THENCE N.10°39'21"W. 172.06 FEET; THENCE N.23°15'29"E, 197.70 FEET TO THE POINT OF BEGINNING. SAID PORTION CONTAINING APPROXIMATELY 0.93 ACRES.



ALSO, BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF "LeCLERC ROAD-NORTH, N.0°00'10"E. 1321.10 FEET, ALONG THE EAST LINE OF SAID SECTION 17 AND S.78°15'12"W. 1111.68 FEET, ALL FROM THE EAST QUARTER CORNER OF SAID SECTION 17; THENCE S.20°25'26"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 121.31 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT (DELTA = 89°16'27", RADIUS = 41.19 FEET, CHORD = N.65°03'39"W. 57.88 FEET), 64.18 FEET; THENCE S.70°18'07"W. 104.60 FEET TO AN EXISTING FENCE LINE AS SHOWN ON RECORD OF SURVEY, AUDITOR'S CERTIFICATE NO. 229280 AND AS DOCUMENTED BY SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF PEND OREILLE, AMENDED COMPLAINT TO QUIET TITLE, FILED 7-3-95, CASE NO. 95-2-00100-5; THENCE, ALONG SAID FENCE LINE, N.87°55'54"W. 95.54 FEET, AND S.88°30'40"W. 357.69 FEET, AND N.88°24'58"W. 159.53 FEET, AND N.89°38'57"W. 122.60 FEET, AND N.87°53'13"W. 80.30 FEET; THENCE, LEAVING SAID FENCE LINE, N.37°41'36"W. 69.81 FEET; THENCE N.29°59'50"W. 72.13 FEET; THENCE N.34°54'55"W. 71.78 FEET; THENCE N.26°43'59"W. 71.98 FEET; THENCE N.31°07'18"W. 74.13 FEET; THENCE N.10°52'02"W. 134.87 FEET; THENCE N.40°00'18"W. 107.27 FEET; THENCE N.71°13'01"E. 70.00 FEET; THENCE S.38°22'23"E. 106.14 FEET; THENCE N.71°13'01"E. 169.29 FEET; THENCE S.30°25'43"E. 56.30 FEET; THENCE N.25°00'52"E. 14.31 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT (DELTA = 52°13'08", RADIUS = 70.00 FEET, CHORD = N.1°05'42"W. 61.61 FEET), 63.80 FEET; THENCE N.27°12'16"W. 12.22 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT (DELTA = 33°29'37", RADIUS = 50.00 FEET, CHORD = N.43°57'04"W. 28.81 FEET), 29.23 FEET; THENCE N.60°41'53"W. 24.27 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (DELTA = 33°29'37", RADIUS = 50.00 FEET, CHORD = N.43°57'04"W. 28.81 FEET), 29.23 FEET; THENCE N.27°12'16"W. 93.98 FEET; THENCE N.62°47'44"E. 60.00 FEET; THENCE S.27°12'16"E. 181.63 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (DELTA = 52°13'08", RADIUS = 100.00 FEET, CHORD = S.1°05'42"E. 88.02 FEET), 91.14 FEET; THENCE S.25°00'52"W. 34.97 FEET; THENCE, S.30°25'43"E. 474.39 FEET; THENCE S.88°24'58"E. 67.61 FEET; THENCE N.88°30'40"E. 357.82 FEET; THENCE S.87°55'54"E. 90.71 FEET; THENCE N.70°18'07"E. 88.49 FEET; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT (DELTA = 90°43'33", RADIUS = 50.00 FEET, CHORD = N.24°56'21"E. 71.16 FEET), 79.17 FEET TO THE POINT OF BEGINNING. ALSO INCLUDING ALL THAT PROPERTY LYING BETWEEN THE ABOVE DESCRIBED TRACT AND THE NORMAL HIGH WATERLINE OF THE PEND OREILLE RIVER. SAID PORTION CONTAINING APPROXIMATELY 4.78 ACRES.

In Addition to Lots A and B of Heaton Division recorded in Book of Short Plats, page 52.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1: "Title to Common Areas". Developer may, but is not required to, retain the legal title to the Common Area so long as it owns at least one lot in Serendipity Ranch Estates. On or before conveyance by Developer of the last lot which Developer owns in Serendipity Ranch Estates, Developer shall convey the Common Areas to the Association subject to taxes for the year of conveyance and to restrictions, conditions, limitations, reservations and easements of records.

Section 2: "Owner's Easements of Enjoyment". Every owner of a lot shall have a non-exclusive common right and easement of enjoyment and ingress and egress in and to the Common Areas which shall be appurtenant to and shall pass with the title to such lot, subject to the following:

A. The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosures;

B. All provisions of this Declaration, any Plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;

C. Rules and Regulations governing the use and enjoyment of the Commons Areas adopted by the Association; including specifically rules and limitations regarding golf course use.

D. Easements for installation and maintenance of utilities, drainage and drainfield facilities and easements for the benefit of the golf course operation as shown on the recorded Plat of Serendipity Ranch Estates, Plat Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Pend Oreille, County, Washington.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the



easements or otherwise interfere with the use of said easements. The easement areas shown on each lot and all improvements thereon shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which the Association is responsible. Easements within the common areas shall be continuously maintained by the Association. No dwelling unit or other structure of any kind shall be built or erected or maintained on any such easement, reservation or right of way, and such easements, reservations and rights of way shall at all times be open and accessible to Developer, its successors and assigns, and to the Association to the extent it is responsible for maintenance and/or use of any such easements, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

Section 3: "Right of Entry". The Developer and the Association, through their duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.



Section 4: "No Partition". There shall be no judicial partition of the Common Areas, nor shall Developer, or any Owner or any other person acquiring any interest in the subdivision, or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

#### ARTICLE IV

##### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1: "Membership". Every person or entity who is a record fee simple owner of a lot, including the Developer, regardless of whether or not it owns all or any part of the property subject to this Declaration, shall be a member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any lot which is the subject to assessment.