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LINCOLN COUNTY, WASHINGTON  
SHELLY JOHNSTON, AUDITOR

Name & Return Address:

Hanson Harbor HOA  
45339 Hanson Harbor Rd N  
Wilbur, WA. 99185

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s)	Amendment to CCR's
Grantor(s)	Richard Morris and Sally Morris, Husband and wife, et al
____ Additional Names on Page ____ of Document	
Grantee(s)	Hanson Harbor Homeowners Association
____ Additional Names on Page ____ of Document	
Legal Description	(Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) All Lots, Hanson Harbor Division 1, AF # 314455, Book A of Plats, Pgs 234-235 Complete Legal Description on Page <u>2</u> of Document
Auditor's Reference Number(s)	<u>1967</u> 336167, 379137
Assessor's Property Tax Parcel/Account Number(s)	
Non Standard Fee \$50.00	By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
Signature of Party Requesting Non Standard Recording	NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.  The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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**Declaration/Amendment to Covenants,  
Conditions and Restrictions of  
Hanson Harbor Division**

This Declaration and Amendment to the Covenants is effective as of the date it is recorded and shall be binding on the property owners and their lands who make said Declaration, and all the future owners of lands within said Division 1. Said Amendment is done to comply with Paragraph 1 of the Covenants as they were established and recorded September 19, 1975 under Lincoln County Auditor's Number 336167 in Lincoln County, Washington, which reads as follows:

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 17, 1967, after which time said Covenants shall be automatically extended for successive ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**Background:**

Hanson Harbor is comprised of three divisions and is a residential community on the banks of Lake Roosevelt in Lincoln County, Washington. These three division are more particularly described as follows:

Hanson Harbor Division 1: The real estate in Lincoln County, Washington, legally described as Hanson Harbor Division 1 as recorded on October 9, 1967, under Lincoln County Auditor's Number 314455, in Book A of Plats, Pages 234-235, in Lincoln County, Washington.

Hanson Harbor Short Plat: The real estate in Lincoln County, Washington, legally described as Hanson Harbor Subdivision 2, as recorded on December 9, 1975 under Lincoln County Auditor's Number 334003, in Book A of Plats, Page 236, in Lincoln County, Washington.

Hanson Harbor Division 3: The real estate in Lincoln County, Washington, legally described as Hanson Harbor Subdivision 3, as recorded on April 19, 1993 under Lincoln County Auditor's Number 392345, in Book B of Plats, Pages 42 and 43, in Lincoln County, Washington.

Whereas, Hanson Harbor Division 1 Covenants were recorded September 19, 1975 under Lincoln County Auditor's Number 336167. Hanson Harbor Division 3 Covenants were recorded April 9, 1993, under Lincoln County Auditor's Number 392242.

And whereas, it has been the desire of the owners of said Hanson Harbor Division 1 to be more consistent with said Hanson Harbor Division 3 to protect their property values and the peaceful enjoyment of their said lands.

Therefore, the purpose of this Declaration and Amendment is to have a more uniform conformity within the Hanson Harbor Community in property use and construction practices.

Now, therefore,

This Declaration and Amendment shall affect all lots described on Exhibit A, more particularly described as:

All Lots of Hanson Harbor Division 1, according to the plat thereof, recorded under Auditor's File Number 314455, in Book A of Plats, Pages 234 and 235, in Lincoln County, Washington.

And, whereas, it is the desire of the Declarants and Owners herein to specifically replace paragraphs 5 and 7 of those Covenants, Conditions and Restrictions as recorded on September 19, 1975 under Auditor's File Number 336167, as described in Paragraphs A and B as follows:

A. Paragraph 5 currently reads:

5. No commercial enterprise shall ever be operated on any lot or lots of this addition, provided, however, this shall not prevent the private renting of dwellings upon any lot. No lot shall be used for more than one single family dwelling provided however, this shall not preclude a guest house and appropriate storage and garage facilities.

**Said paragraph 5 is hereby replaced in its entirety to read as follows as adopted from Paragraph 4.2 of said Hanson Harbor Division 3 Covenants:**

5. Lots may be used solely for single-family, residential purposes. Only one single family dwelling shall be permitted on a lot. Structures which under applicable Governmental Requirements are considered appurtenant and ancillary to a single-family dwelling shall be allowed if built simultaneously with or after the dwelling house; i.e., no storage building, shed, garage or similar structure shall be constructed or installed more than thirty (30) days in advance of the date dwelling house construction or installation commences on the Lot. The term "single-family" is used to distinguish permitted residential development from duplex, apartment or other multi-family construction; it is not intended to prevent use and occupancy of an appropriately constructed dwelling house on a shared basis by the owners or their guests so long as the other provisions of this Declaration are not violated. No part of a Lot, any dwelling house or other improvement constructed on a Lot shall ever be occupied or used for retail, manufacturing or any commercial purpose or enterprise. The use and operation of a Lot as a hotel, inn, "bed and breakfast" or for frequent repetitive rentals of two weeks or less in duration is prohibited by this paragraph.

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B. Paragraph 7 currently reads:

7. No building shall be erected on any lot until the design and location thereof have been approved in writing by the Architectural Committee. However, in the event such committee fails to approve or disapprove such design or location within thirty (30) days, then such approval shall not be required, provided the design and location on the lot conform to and are in harmony with the existing structures in the addition.

**Said Paragraph 7 is hereby replace in its entirety to read as follows as adopted from paragraph 4.6 of said Hanson Harbor Division 3 Covenants:**

7. Building Height Restrictions and Limitations. No dwelling house shall (a) exceed two stories in height, excluding the basement; (b) exceed a height greater than twenty-four (24) feet from the grade of the Lot as it existed prior to construction measured at or along the line of the foundation wall or slab constructed at the location on the Lot where existing grade was highest prior to construction; or (c) have a ridge line or other features which are of such height, bulk or location that such ridge line or features will unreasonably impair the views enjoyed by or from other Lots. When framing is completed, no further construction may occur until one or more members of the committee has verified that the building or structure complies with height restrictions established by this Declaration and the Committee for the Lot. This Committee may require verification, at applicant's cost, by a professional engineer, land surveyor or other qualified professional that such height restrictions have not been exceeded.

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Now, therefore, the Undersigned Lot Owners, being the majority of the Owners within Hanson Harbor Division 1, declare all Lots of the property described herein shall be held, sold and conveyed subject to the specified amended and replaced Covenants, Conditions and Restrictions herein in order to protect the value, beauty, view and desirability of the real property.

This Declaration and Amendment to said Covenants shall run with the real property described herein and shall be binding on all parties having any Right, Title or Interest in or to the described property or any part thereof, and shall be binding on all heirs, successors, and assigns and shall inure to the benefit of each lot owner.

Severability: Invalidation of any Covenant, Condition or Restrictions in this instrument confirmed by judgment or court order shall in no way effect any of the other Covenants, Conditions and Restrictions which shall remain in full force and affect.

Dated this 4<sup>th</sup> day of May, 2020.

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**Exhibit "A"**

Legal Description

All Lots of Hanson Harbor Division 1, according to the plat thereof recorded under Auditor's File Number 314455, in Lincoln County, Washington.