

**RECORDED AT THE REQUEST OF:**

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**Document Title :** Declaration of Covenants, Conditions and Restrictions  
for Presentin Ranch P.U.R.D.

**Declarants:** Jerry Hammer and H & H Investment Properties, LLC

**Legal Descriptions:** See attached Exhibit

**Parcel #:** \_\_\_\_\_

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
P.U.R.D. OF PRESENTIN RANCH**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR P.U.R.D. OF PRESENTIN RANCH is made this \_\_\_\_ day of  
\_\_\_\_\_, 2004, by Jerry Hammer and H & H Investment Properties,  
LLC “Declarants”.**

Declarants are the owners of that development known as **P.U.R.D. of PRESENTIN  
RANCH** located in Skagit County, Washington, referred to herein as the “Property” and  
more particularly described as follows:

See Exhibit “A”

The Declarants desire to subject the Property to the provisions of this Declaration of

Covenants, Conditions and Restrictions, hereinafter the “Declaration”, and to have the construction of the residences and other improvements thereon completed so as to establish and maintain a living environment of the highest quality for the Owners of the lots contained within the Property and their successors, in the manner intended by the Declarants.

For the above reasons, the Declarants hereby declare that all of the Property subjected to this Declaration shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any portion thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **I. DEFINITIONS**

**A. Lot(s)** shall mean and refer to any portion of the Property that is created as a legal Lot of record for purpose of sale.

**B. Owner** shall mean and refer to one or more persons, including Declarants, who or which Owner owns fee simple title to any Lot. In the event that there is a real estate sale contract covering any Lot, the Owner of such interest shall be the purchaser under said contract and not the fee simple title holder.

**C. Voting** – In all cases where a vote of the members of the Association is called for, each lot owner shall have one vote. Where a lot is owned by more than one person, they shall designate one owner who will cast the vote.

**D. Board of Directors** – The Board shall be elected by a vote of the members of the Pressentin Ranch Homeowners Association. The Board shall be comprised of a President, Vice President, Secretary, Treasurer, and a member-at-large so as to create a Board of Directors and maintain an odd number board not to be less than five directors.

## **II: GENERAL USE RESTRICTIONS AND REQUIREMENTS**

**2.1 Maintenance of Sanitary Services & Utilities:** All water, electrical and sewer lines within the boundaries of any Lot shall be maintained in good order and repair by the Owner thereof and any work respecting the repair or maintenance of the same shall be performed with diligence and without any undue disturbance to the occupants or Owner of other Lots except as may be reasonably necessary to accomplish such repair or maintenance work. It being recognized that the utility lines may be owned by third parties, including but not limited to utility companies, the Owners agree to request that any utility company performing repairs or maintenance abide by this same standard.

**2.2 Use of Lots:** Use of all lots within the Development shall be limited to private, single family dwelling and/or accessory outbuildings.

**2.3 Maintenance of Lot:** Each Owner shall maintain their Lot in a neat and orderly appearance. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of any Lot, nor shall any nuisance odors be permitted to exist or operate upon or arise from the Lot(s), so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to the person(s) occupying any other portions of the Property. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his family, tenants, guests, invite, servants, and agents shall refrain from any act or use of a Lot which could cause disorderly, unsightly, or unkept conditions which are a nuisance to the occupants of other portions of the Property.

**2.4 Unkept Lots:** The Architectural Committee shall have the right at all times, but shall not be under obligation, to enter or hire a Contractor/Landscaper to enter upon all lots of said property to care for, cut the grass upon and remove or destroy weeds and rubbish from any such lot if the owner of the lot thereof shall not have corrected any such condition after receipt of reasonable notice, for the purpose of maintaining an attractive overall appearance for said property; and to charge the owner or owners of the lot the actual cost plus ten per-cent for services rendered in alleviating any such unsightly condition, which charge shall constitute a lien against the property enforceable as provided in the case of dues, assessments and maintenance as provided in the conveyance of said lot of Declarant or as provided in the articles or by-laws or resolutions of Presentin Ranch Community Association. No noxious weeds shall be permitted to grow upon any of said lots.

**2.5 Motor vehicles, Trailers, Boats, etc.:** Two operative motor vehicles may be kept or stored outside at all times. Vehicles of guests may be kept outside for a period of two weeks unless permission from the Boards of Directors is granted for a longer period of time. Only one (1) inoperative car, boat, trailer, motor home or other item of equipment may be stored outside or kept on any portion of the property. If more than one inoperative vehicle or item then said item shall be stored inside a garage or separate enclosed storage building.

**2.6 Pets:** Domestic animals are allowed and should be kept at a manageable number so as not to create a nuisance for the neighborhood and community. Owners shall keep their dogs on leash or under voice control when off their own Lot. The Board of Directors for Pressentin Ranch Homeowners Association shall have the authority to manage any concerns or complaints regarding pets and animals within Pressentin Ranch. Commercial kennels are not permissible. Horses are permissible on parcels of 1 acre or greater in size. The area must be kept as clean as possible and free of large accumulations of manure so as to prevent any noxious odors. Any lot under 1 acre desiring to have a horse shall petition the Board of Directors for approval or disapproval. The Pressentin Ranch Board of Directors shall determine whether other types of animals are permissible and set forth any guidelines regarding the type and number of animals allowed.

The 40 acre tract west and adjacent to Pressentin Ranch PURD may allow a public equestrian center subject to compliance with all applicable zoning, codes, rules and regulations.

### **III. IMPROVEMENT STANDARDS**

**3.1 Architectural Control:** The Architectural Control Committee shall be comprised of five (5) members appointed by the Pressentin Ranch Board of Directors. The duties of the committee shall be to review home construction plans and any outbuildings prior to the permitting process for compliance with the Pressentin Ranch Covenants, Conditions, and Restrictions. The Architectural Control Committee shall review all house plans within 10 days of receipt of such plans and determine within said time frame approval or denial of plans. Any changes required on plans shall be resubmitted to the Architectural Control Committee for review and said Committee shall within 10 days respond to applicant. No permanent building, structure, or fences shall be placed or erected upon any lot of said property which in its construction does not conform to the Skagit County building code and the Uniform Building Code, State of Washington electrical code, or the Architectural Committee's requirements. No building or structure shall be erected, placed, expanded, remodeled, or altered upon any lot until the construction plans and specifications, including a site plan and exterior color schemes, have been submitted to and approved in writing by said Architectural Committee prior to the commencement of any such construction work. Construction work of all buildings and structures shall be prosecuted diligently and continuously so that not more than one year elapses from commencement to completion of exteriors, including painting or other suitable finish. All buildings or structures shall be new construction with the exception of the original Pressentin home which now exists on Lot 6. Exterior finish shall be of wood, stone, brick, glass, concrete or like material and no imitations except quality cultured stone may be used. Variances may be considered and granted by the Architectural Committee

**3.2 Improvements In General:** All improvements to the Lots shall be designed and completed in a workmanlike and timely manner and in accordance with all applicable rules and regulations.

**3.3 Underground Utilities:** All new utility connections, all telephone and television connections, and all electrical connections shall, be located underground throughout the P.U.R.D.

**3.4 Permitted Improvements:** No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any Lot except (a) one single family dwelling, (b) garages, carports, barns and other buildings accessory to a single family dwelling, (c) accessory dwelling units consistent with the Skagit County code.

**3.5 Frame Houses:** All frame houses shall have a minimum of 1500 square feet with the exception of the existing Presentin homestead on Lot 6. Should the owner of Lot 6 decide to reconstruct a new home, then compliance with the minimum square footage is necessary. All houses and out buildings shall not exceed 35 feet in height from original grade except for barns and enclosed riding arenas.

**3.6 Setbacks:** Setbacks from any property line shall comply with the standards set forth by Skagit County code.

**3.7 Mobiles:** No mobile/manufactured homes or modular homes shall be located as permanent structures on any lot within the Presentin P.U.R.D.

**3.8 Temporary Buildings:** No temporary building shall be erected, maintained or located upon any Lot except such temporary buildings as may be necessary

for the shelter and housing of tools and building equipment during the period of actual construction of any single family dwelling, garage, barn or other outbuilding. No temporary structure, basement, tent, garage or any other outbuildings shall be used on any lot at any time as a dwelling except during the course of construction for no longer than a period of 12 months duration and shall be removed immediately upon the end of that 12 month period or at the end of construction, whichever is sooner. Provided, however that said temporary building shall be removed immediately upon completion of construction.

**3.9 Fences:** No fence, wall or hedge shall be created, located, planted or maintained upon any lot in a manner which would unreasonably obstruct the view from any other lot or lots. The Architectural Committee shall be responsible for setting guidelines for fence materials. No fence, wall or hedge may be located nearer than fifteen (15) feet to any roadway lot lines without written permission from the Architectural Committee.

**3.10 Fuel Tanks:** No fuel tank shall be maintained above ground unless properly screened in a manner acceptable to the Architectural Committee.

**3.11 Outside Fires:** Outside fires may be built and maintained only as permitted by governing authorities of Skagit County and the State of Washington.

**3.12 Refuse – Waste:** No lot shall be used or maintained as a dumping ground for rubbish, waste or junk of any kind. 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.

**3.13 Nuisances:** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Architectural Committee shall determine what activity is noxious or offensive and such determination shall be conclusive.

**3.14 Use of Firearms and Explosives:** The use of firearms or explosives is prohibited, except as required for construction purposes on said property.

#### **IV. ROAD USE AGREEMENT**

**4.1 Private Roadway:** The private roadways depicted on the face of the P.U.R.D. shall be used and maintained consistent with the provisions contained herein for the benefit of Lots 1 thru 35 of said Presentin Ranch P.U.R.D., the 40 acre tract west and adjacent to Presentin PURD, and as it shall be established in the Articles of Incorporation and/or Bylaws of the Presentin Ranch Community Association. The Association shall enter into an agreement with the Wilderness Village Community Association for a pro-rata share for maintenance of that portion of Wilderness Drive from the South Skagit Highway to the access to Presentin Ranch Drive. Any major costs of repair shall be voted on by the lot owners in Presentin Ranch and the members of Wilderness Village Community Association.

**4.2 Maintenance:** In the event that one Lot Owner is exclusively

utilizing the easement of Pressentin Ranch Drive, Scenic River Court, or Pressentin Court then the costs of maintenance of the easement or driveway and related improvements shall be borne by the benefiting Lot Owner. In the event that other Lot Owners and/or Contractors, Sub Contractors and Suppliers begin utilizing the easement area during the course of construction those Lot Owners shall share equally in the costs of maintenance of the driveway and the cost of improvements that occur following the commencement of their use. The foregoing agreement shall be construed consistent with the following provisions governing maintenance, repairs and improvements:

- i. If to repair damage caused in a single incident or identifiable incidents by one Owner, then by that Owner;
- ii. If performed for the sole benefit of one Owner, by that Owner;
- iii. If to repair ordinary wear and tear, frost, weather, flooding, earth movement or similar damage, at the equally shared cost and expense of all of the Lot Owners utilizing the roadway. Any repairs and/or improvements shall be voted upon by Lot Owners with approval by a 75% majority vote. The foregoing provisions shall apply to all lots in Pressentin Ranch or until such time as maintenance provisions are outlined in the Articles of Incorporation or Bylaws of the Pressentin Ranch Community Association.

If development should occur on the 40 acre tract west and adjacent to Pressentin Ranch PURD, the owner or owners shall enter into an agreement with Pressentin Ranch PURD for road maintenance or shall participate in the existing road maintenance agreement.

**4.3 Payment Terms:** Any maintenance, repairs or improvements that are to be completed in accordance with the above provisions shall be agreed upon by a majority of the Lot Owners who will be assessed the costs of the same, except for circumstances referred to in i, ii and iii above. Any costs associated with the easement that are to be paid in accordance with the provisions contained herein shall be promptly paid by the Lot Owner and any unpaid costs shall become a lien against the real property of the non-paying Lot Owner.

#### **IV. STREET LIGHTING**

**Installation:** All street lighting has been installed by Puget Sound Energy. Ownership of all conductors, poles and fixtures, lamps and accessory equipment shall remain with Puget Sound Energy.

**5.1 Maintenance:** Puget Sound Energy shall replace any lamps, lights, poles and fixtures, conductors and accessory equipment at their own expense per terms of the existing agreement between Declarant and Puget Sound Energy.

**5.2 Fees:** Puget Sound Energy shall assess on a monthly basis payment for the street lighting which shall be payable by the Declarant until such time as the Presentin Ranch Community Association is established. The Community Association shall become responsible for payment with the first (1<sup>st</sup>) billing after establishment of the Association.

## **VI. TRAIL**

**6.1 Use of Trail:** The 15 foot trail easement depicted on the face of the PURD for a bridle and walking trail is for the benefit of the Lot Owners of Pressentin Ranch PURD to be used in accordance with the following provisions:

- A. The use of the trail shall be limited to non-motorized use except for trail maintenance.
- B. Walking, hiking, horse riding, fishing and other similar activities shall be permitted on the easement.

**6.2 Maintenance of Trail:** The easement and improved trail shall be maintained by the Lot Owners of Pressentin PURD. Each Lot Owner shall be responsible for paying his pro-rata share of the costs of maintenance based on the following provisions governing maintenance, repairs and improvements:

- i. If to repair damage caused in a single incident or identifiable incidents by one Owner, then by that Owner;
- ii. If to repair ordinary wear and tear, weather, flooding, earth movement or similar damage, at the equally shared cost and expense of all of the Lot Owners utilizing the trail. Any repairs and/or improvements shall be voted upon by Lot Owners with approval by a 75% majority vote.
- iii. Should the Lot Owner fail to pay for their respective share of the aforementioned costs within the specified time period set

by the Board of Directors of the Association, then the Board shall have the right to file a lien upon the Lot until paid in full.

**6.3 Reserved Rights of Trail:** The Declarants expand the benefit of the trail easement to include the lot Owners of the existing Wilderness Village, the Rivers Edge and Waters View PURD's. Any benefiting Lots within Pressentin Ranch PURD and existing Wilderness Village shall be considered Lot Owners for purposes of implementing Section 6.2.

## VII. LANDSCAPING AND SIGNAGE

**7.1 Landscaping:** Landscaping at the entrance to the PURD of Pressentin Ranch, shall be borne equally by all Lot Owners, except Declarant, in the PURD of Pressentin Ranch. Any maintenance, repairs or improvements that are to be completed to keep the landscaping in a neat and orderly manner, shall be agreed upon by a 75% majority vote of the Lot Owners who will be assessed the costs of the same. Any costs associated with the landscaping shall be paid promptly by the Lot Owner and any unpaid costs shall become a lien against the real property of the non-paying Lot Owner under terms determined by the Board of Directors.

**7.2 Signage:** Any street signs, traffic control, and entrance signs in and for the PURD of Pressentin Ranch shall be the responsibility of all Lot Owners in the PURD of Pressentin Ranch. If any signs are damaged as to be illegible, tore down, or stolen, the sign shall be repaired or replaced in compliance with Skagit County standards. The costs associated with the repair or replacement of the sign shall be borne by all Lot Owners, except Declarant,

and paid promptly by the Lot Owners. Any unpaid costs shall become a lien against the real property of the non-paying Lot Owner under terms determined by the Board of Directors.

## **VIII. DRAINAGE CONTROL**

**8.1 Responsibility:** There exists for the benefit of Pressentin Ranch, Drainage Easements which shall be the responsibility of the Pressentin Ranch Homeowner's Association for the maintenance of all drainage control facilities serving Pressentin Ranch.

**8.2 Cost Apportionment:** Drainage system improvements, maintenance, financing or cost sharing shall be in a manner determined by the Directors of the Association and shall be apportioned in Equal Shares to owners of all the Lots or Tracts within the boundaries of Pressentin Ranch PURD. All costs of required maintenance, repair or improvement to said drainage system shall be shared equally by Lots 1 through 35.

## **IX. GENERAL PROVISIONS**

**9.1 Non-waiver:** The failure of Pressentin Ranch Community Association or the Declarant or any other person having the right to enforce any of these covenants and restrictions or any particular term or conditions hereof shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Declarant, or Pressentin Ranch Community Association or such other person.

**9.2 Lot Owner – Costs – Assessments:** Each Lot owner or contract purchaser or person owning an interest in a lot, excluding Declarants covenants for himself, his heirs, personal representatives, successors and assigns and any lessee or other person using said lot with his or her permission under any arrangement whatsoever that said owner or the described contract purchaser or person having an interest in a lot will pay a pro-rated share, except as outlined in 4.2 and 6.2, of the cost of operation of Pressentin Ranch Community Association and the cost expended and incurred by it in maintaining community roads, paths, trails, and areas with said costs and provisions therefore as to be described in the articles or by-laws or resolutions of said corporation and in the event of failure to pay said costs or assessments the same shall be a lien upon the lot until paid all as set forth in the articles or by-laws or resolutions of said corporation.

**9.3 Pressentin Ranch Community Association – a non-profit corporation:** There is hereby established the Pressentin Ranch Community Association (hereinafter referred to as the Association) consisting of all owners of the lots and tracts shown on the face of the recorded P.U.R.D. and the survey map of Pressentin Ranch, as now existing, their heirs, successors and assigns. Said association shall be a non-profit corporation, organized under the laws of the State of Washington, the members of which shall be the owners of the Lots, Tracts, or home sites in the P.U.R.D. of Pressentin Ranch as now existing. Said Association is hereby created upon the filing/recording of these covenants and recording of the P.U.R.D. of Pressentin Ranch. The Association will own and hold to all roads and other community properties and facilities contained within the P.U.R.D. of Pressentin Ranch, establish officers, dues, and guidelines, etc. to be enforced by the association. Said non-profit

corporation shall have by-laws which will relate to these protective and restrictive covenants and shall be considered in connection therewith. Each owner of a lot in the above named P.U.R.D. shall, by virtue of purchasing or contracting to purchase a lot in said P.U.R.D., become a member of that certain non-profit corporation known as Presentin Ranch Community Association or such other name as shall be adopted, which association shall be responsible for the maintenance and repair of the community roads, drainage system, bridle trail, common landscaping and common signage in and for said P.U.R.D. as determined and set forth in the articles of incorporation or by-laws or resolutions of said non-profit corporation; and that said corporation shall be authorized to determine the proportionate share of the costs of the maintenance, repair and replacement and services to or in connection with said community roads, drainage system, bridle trail, common landscaping and common signage upon individual lots in said P.U.R.D. and to fix the amounts to be charged and/or assessed for such maintenance and repair. The term "assessment" shall include all of the charges referred to in this paragraph and document.

**9.4 BYLAWS AND FEES:** These Covenants and all lots, tracts, and parcels, subjected thereto or benefiting therefrom shall be subjected to Bylaws and/or Articles of Incorporation of the Association. All lot Owners, Except the Declarant, are subject to the Association dues, fees, maintenance of road and trail fees, and /or other assessments, as may be established by the Association. However, Declarant shall be responsible for assessments established by Skagit P.U.D. in relation to lots owned by Declarant. Such assessments shall be assumed by subsequent purchasers of said individual lots at the time of sale and closing. The dues shall be due and payable on such date as

established by the Boards of Directors. Within one month from the date of the annual meeting of the membership, the Association shall cause a statement of the annual dues to be mailed to each member at his address of record with the Secretary. Any dues not paid by the established due date shall thereafter be delinquent with interest at the rate of twelve percent (12%) per annum. Upon becoming delinquent, such dues shall constitute a lien upon the tract or tracts against which they have been levied, and the corporation may file a statement of said charges and a lien in the proper offices of Skagit County, Washington. A release of said lien shall be filed by the corporation upon payment in full of said dues with interest and costs, disbursements and attorney's fees incurred by the corporation. Said lien may be enforced by the corporation as may any lien on real property under the laws of the State of Washington; and if said lien is foreclosed, the member/owner shall be liable for the costs, disbursements, including reasonable attorney's fees, or the corporation herein, all of which costs, disbursements and fees shall be secured by such lien. Member shall have, nonetheless, first liability for dues whether by accepting the deed to or by executing a contract to purchase, a tract to which unpaid dues are allocated, and shall become personally obligated to pay such dues, including any interest accrued thereon, and shall be subject to the enforcement provisions of this Section. In the event that any member of this corporation fails for a period of 60 days after the delinquency to pay his dues, this corporation shall have the power to suspend voting privileges until such bill is paid.

#### **9.5 Payment of Assessments – Liens – Foreclosure:**

Each lot owner, Except Declarants, shall pay the amount of such assessment as hereinafter determined to the

aforesaid Pressentin Ranch Community Association within thirty (30) days after the mailing notice of such assessment to said lot owner, and the amount of such assessment, together with all expenses, attorney's fees and costs, reasonably incurred in enforcing same, shall be paid by the lot owner and shall be a lien upon said lot, and such lien shall be enforced by foreclosure proceedings in the manner provided by law for foreclosure of mortgages, provided only, however, that no proceedings for foreclosure of such liens shall be commenced except upon the expiration of four (4) months from and after the date of mailing said notice (or date of proof of personal service) of assessment as in this section provided.

**9.6 Community Water System and P.U.D. (Public Utility District):**

The Skagit P.U.D. (Public Utility District) shall be responsible for maintenance and repair of said community water lines as they shall exist within Pressentin Ranch P.U.R.D.. The costs of any repairs and maintenance of the community water system shall be borne by the P.U.D. and shall not become a lien against any of the individual lots. It is recognized that the cost of installation of the community water system by P.U.D. shall become an assessment against each individual lot as determined by P.U.D. and shall be paid by the individual lot owners, and said assessments may be assumed by subject Lot Purchasers if permissible by P.U.D. Any unpaid assessment when it becomes due and payable shall be paid by the lot owner and the terms and conditions governing the water system shall be enforced by the P.U.D.

**9.7 Residential Use Only:** No commercial venture or business shall be conducted on any lot, **Except** in the case of home offices which shall be allowed and **except** for the 40 acre tract west and adjacent to Pressentin Ranch PURD which shall be allowed to

conduct public equestrian activities if permitted by the codes of Skagit County, Washington.

**9.8 Prohibition Against Subdividing of Lot:** No lot shall be subdivided nor shall any portion thereof ever be sold nor shall a building be constructed beyond the boundaries of any one lot without the written consent of the Declarants, it being the intent of this paragraph that all lots together with any approved changes by the Declarants shall remain as in the plat described, each to be used only for a residential purpose. The Declarants shall have the right to make changes in lot lines or add more land to a lot with boundary line adjustments, or add additional roads or driveways prior to the original sale by the Declarants within the PURD of Presentin Ranch.

**9.9 Terms of Covenants – Legal Effect:** These covenants are to run with the land and shall be binding on all parties and all persons. These covenants may be supplemented, relaxed, revoked or amended in whole or in part at any time by an instrument signed by not less than a majority of the owners of lots within the P.U.R.D. of Presentin Ranch, which instrument must be filed for record in the office of the Auditor of Skagit County, Washington.

**9.10 Attorney's Fees:** In the event of a suit or action to enforce any provision of this Declaration, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorney's fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorney's fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

**9.11 Modifications to Covenants:** Any additions, modifications or change to these covenants for any reason whatsoever shall be voted on by all Lot Owners and shall require a seventy-five percent (75%) majority vote.

**9.12 Partial Invalidity:** If any of the covenants herein contained, or any portion thereof, are declared to be unenforceable, the remaining covenants shall nevertheless remain in full force and effect.

**9.13 Annexation:** The undersigned shall have the option to add to the real property subject to these covenants, further residential property, roads and common area located in the vicinity of Presentin Ranch by recording plats or identifying the same as additions to Presentin Ranch.

**9.14 Severability:** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any other provision hereof, if the remainder complies with the Act to as covenants effect common plan.

**9.15 Effective Date:** This Declaration shall take effect upon recording.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

H & H Investment Properties, LLC

\_\_\_\_\_  
Jerry Hammer

\_\_\_\_\_  
Lurline Hammer, Member