After recording return to: Phillips Burgess PLLC 724 Columbia Street NW, Suite 320 Olympia, Washington 98501

Thurston County Treasurer Real Estate Excise Tax Paid Now Deput

DECLARATION OF ANNEXATION TO DECLARATIONS OF PROTECTIVE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS OF KEANLAND PARK AND KEANLAND PARK II PLANNED RURAL RESIDENTIAL DEVELOPMENTS

THIS DECLARATION OF ANNEXATION TO DECLARATIONS OF PROTECTIVE COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS OF KEANLAND PARK AND KEANLAND PARK II PLANNED RURAL **RESIDENTIAL DEVELOPMENTS** (the "Annexation") is made effective this day of , 2018, by DRP HOLDINGS, LLC, a Nevada limited liability company (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of the Plat for Keanland Park Planned Rural Residential Development ("KPI"), legally described on the attached Exhibit A, and Keanland Park II Planned Rural Residential Development ("KPII"), legally described on the attached Exhibit B; and

WHEREAS, the Declarant is the Declarant under the Declaration of Protective Covenants, Easements, Conditions, and Restrictions for Keanland Park Planned Rural Residential Development (the "Declaration of KPI"), as recorded on August 26, 2015, in the records of Thurston County, Washington, as Auditor's File No. 4462329, and Declarant under the Declaration of Protective Covenants, Easements, Conditions, and Restrictions for Keanland Park II Planned Rural Residential Development (the "Declaration of KPII" and collectively, the "Declarations"), as recorded on August 26, 2015, in the records of Thurston County, Washington, as Auditor's File No. 4462347; and

WHEREAS, capitalized terms in this Amendment shall have the same meaning as specified in the Declarations, unless specifically defined within this Amendment; and

WHEREAS, pursuant to its authority under Article 3, Section 3.11 of both the Declarations, as amended, the Declarant may annex KPII property into KPI and subject the annexed property to the Declaration of KPI; and

57250009200 Lot 97 OF KEANLAND PARK DIV. II

Pages: 5

WHEREAS, Article 3, Section 3.11 of both the Declarations requires the recordation of this separate Declaration of Annexation executed by the Declarant that describes the real property to be annexed and declares that the annexed property is to be subject to the terms of the KPI; and

WHEREAS, in accordance with Article 3, Section 3.11 of both the Declarations, the annexed property shall become a part of KPI, subject to the terms of the Declaration of KPI, which now control over all other declarations of covenants, conditions, and restrictions with respect to the annexed property, and Declarant and the Keanland Park PRRD Homeowners' Association ("Association") shall have and shall accept and exercise administration of the Declaration of KPI with respect to the annexed KPII property.

WHEREAS, in accordance with Article 3, Section 3.11, Declarant wishes to annex all property within KPII ("KPII Property") into KPI, subjecting KPII Property to the Declaration of KPI.

ANNEXATION

NOW THEREFORE, the Declaration is hereby supplemented as follows:

- 1. <u>KPII Property Annexed</u>. Declarant hereby declares that the KPII Property is hereby annexed into KPI. The KPII Property annexed shall be made immediately subject to all the terms, conditions, and benefits of the Declaration of KPI, and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the Declaration of KPI. The Declaration of KPII shall no longer apply to the KPII Property. The KPII Property shall have no additional or different limitations, restrictions, covenants, or conditions than those as provided for under the Declaration of KPI.
- 2. <u>Common Areas</u>. All Common Areas within KPII, which are annexed into KPI by this Declaration, shall be subject to all the terms, conditions, and benefits of the Declaration of KPI, and shall be held conveyed, hypothecated, encumbered, used, occupied, and improved subject to the Declaration of KPI. The Declaration of KPII shall no longer apply to the KPII Common Areas. The KPII Common Areas shall have no additional or different limitations, restrictions, covenants, or conditions than those as provided for under the Declaration of KPI.
- 3. <u>Keanland Park PRRD Homeowners' Association</u>. The Association shall immediately exercise management and control over the KPII Property, and shall administer and fulfill its obligations under the Declaration of KPI with respect to the KPII Property as with any other part of property within KPI.

IN WITNESS WHEREOF, DRP Holdings, LLC, as the Declarant, has executed this instrument as of this 22 day of October, 2018, and acknowledges the approval of this Declaration of Annexation.

DECLARANT OF DECLARATION OF KPII:

DRP HOLDINGS, LLC, a Nevada limited liability company

By: <u>Leffl U. MM</u>
Todd Hansen, Manager

DECLARANT OF DECLARATION OF KPI:

DRP HOLDINGS, LLC, a Nevada limited liability company

Todd Hansen Manager

STATE OF Washington) SS
COUNTY OF Thurston

I certify that I know or have satisfactory evidence that Todd Hansen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of DRP Holdings, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 23 day of October, 2018.



Print Name: Crustal A Henning
Notary Public, State of Washington
My appointment expires 02/24/2022

EXHIBIT A

Legal Description of Keanland Park Planned Rural Residential Development

PARCEL A:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.;

ALSO, THE NORTH HALF OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, LESS THE EAST 20 FEET OF SAID TRACT USED FOR ROAD PURPOSES; AND THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.

PARCEL A-1:

AN EASEMENT AS GRANTED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 8509180105 FOR INGRESS AND EGRESS OVER THE FOLLOWING PARCEL OF LAND:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., AND OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M., THAT LIES EAST OF THE DESCHUTES RIVER.

PARCEL B:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 17 NORTH, RANGE 1 WEST, W.M.; EXCEPTING THEREFROM THE NORTH 990 FEET AND EXCEPTING THEREFROM THE EAST 20 FEET FOR COUNTY ROAD.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

EXHIBIT B

Legal Description of Keanland Park II Planned Rural Residential Development

PARCEL "A" OF BOUNDARY LINE ADJUSTMENT NO. BLA-08102139 TC, AS RECORDED JUNE 30, 2008 UNDER AUDITOR'S FILE NO. 4020472.

IN THURSTON COUNTY, WASHINGTON.