

When recorded return to:

J.B. Richardson
2985 Windsong Lane
St. Cloud, FL 34772

Auditor File #: 2000 0010405

Recorded at the request of:

J.B. RICHARDSON

on 10/27/2000 at 12:58

Total of 4 page(s) Fee: \$ 11.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

FCLINTON

DECLARATION OF PROTECTIVE COVENANTS

The undersigned J.B. Richardson and E. Marzella Richardson, Trustees of The Richardson Revocable Trust, owners of the real property herein described, located in Stevens County Washington, being a re-plot of portions of Central and Central Second Addition to Kettle Falls, Washington, and having been recorded in Book 19 of Surveys at pages 206-209, do hereby make the following declarations as to the uses, restrictions, limitations, and improvement of the parcels herein described for the protection of the integrity of the development and the interest of all future owners of parcels within the subdivision.

The property which is the subject of these Protective Covenants is described as follows:

Parcels 1 through 14 and 16 through 27, being a portion of the aforementioned replat, hereinafter known as Columbia Crest.

1. The Covenants are to run with the land and shall be binding on all persons and parties claiming under them until Jan. 31, 2010 and automatically be extended for successive ten year periods thereafter, unless by a written agreement of seventy five per cent (75%) of the then owners of the parcels, it is agreed to change the Covenants in whole or in part.

2. A Columbia Crest Home Owners Association shall be formed when seventy five per cent (75%) of the parcels have been sold, or before at the discretion of the Declarants, their successors or assigns. The primary function of the Association will be the oversight and contracting of the physical care of the development infrastructure, i.e., road maintenance, roadside weed control, entrance upkeep, street lighting, etc. The Association shall be empowered to assess each parcel a pro-rata share of the actual costs, and to file a lien attachment against any parcel 30 days after notice of delinquency to the owner thereof.

2a. Prior to the formation of the HOA, the Declarants shall fulfill the Association responsibilities and authority. During that time, contracting for plowing and other maintenance work shall be reserved to the Declarants and/or their assigns. Snow plowing need shall be determined by the accumulation of at least 6" of snow on the roadway surface, and the cost of such plowing shall be prorated as follows:

Plowing of Columbia Crest Way South to the South line of Grandview Way will be paid by the Declarants until one half of the parcels have been sold, after which the costs will be prorated among the owners on a per parcel basis.

Plowing of Ridgcrest Way serving parcels 22 through 27 will be paid by the Declarants until such time that any 3 of those parcels have been sold, after which time the residents/users of those parcels shall be responsible for the plowing of Ridgcrest Way and, if applicable, Upland Way.

Plowing of Pinecrest Way, Hillside Way, and Grandview Way will be paid for by the residents/users of each roadway.

P 1
of 4

OFF: 252 PAGE 1346
VOL: 252

3. All parcels in this sub-division, hereafter referred to as lots, shall be known as single family residential lots. The Declarants reserve the right to approve, on a lot by lot basis, a "mother-in-law" type dual occupancy.

4. No lot in this sub-division shall be further sub-divided, except to be aggregated to adjacent lots.

5. No noxious or offensive trade or activity nor any commercial business shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood, provided however, that this shall not prevent the private renting of the residence thereon.

6. It being desirable, and in the best interest of each lot owner, to have the view from each lot protected to the maximum extent reasonable under the circumstances, the Declarants shall appoint an Architectural Control Committee, hereinafter referred to as the Committee. When seventy five per cent (75%) of the lots are sold or upon notification by the Declarants, the owners of the lots, on the basis of one vote per lot, shall select a Committee of their own choosing to administer the Covenant responsibilities. In considering the plans, specifications and location of any structure, the Committee shall take into account such things as the quality of workmanship and materials, and especially the effect which the proposed structures or alteration will have on other building sites and views therefrom.

7. No structures shall be erected on any lot until the design and location thereof have been approved in writing by the Committee. However, in the event that the Committee fails to approve or disapprove such design or location within 21 days after submission of the plans in writing, then such approval shall not be required, provided the design and location on the lot conforms to the provisions of these Protective Covenants.

8. Except as hereinafter noted, any structure in this sub-division shall be of new construction having a minimum roof pitch of 4" per ft. and erected upon a continuous foundation. (See pp. 14)

9. The exterior of any structure shall be completed within one year of the beginning of construction so as to present a finished appearance when viewed from any angle. No uncolored metal siding or roofing shall be allowed.

10. Unless otherwise approved, or further restricted by the Committee, the roof peak of any structure shall not exceed 25 feet above the mean natural grade at it's base.

11. Except as hereinafter noted, each dwelling shall contain a minimum of 1,800 sq. ft. as determined by foundation measurement, inclusive of an attached garage of two car or more design. (See pps. 13 & 14).

12. Except as hereinafter noted, there shall not be more than one structure of not more than 150 sq. ft. detached from the dwelling on any lot. (See pps. 13 & 14).

13. By specific written approval by the Committee, Manufactured Housing may be allowed on lots 1 through 12. Where allowed, such housing must be pit set, solid skirted with masonry or rigid material (not metal), meet all building codes, and be landscaped to give the appearance of conventional housing. (See pps. 7, 12 & 14.)

14. Manufactured housing will be allowed on lots 13/14 and 16 through 27. Manufactured houses on these lots may have detached garages of 2 car or more design.

(See pp. 7). If the garage is detached, the residence shall have a minimum of 1,400 sq. ft. heated space as determined by foundation measurement and shall meet the installation requirement as set forth in pp.13. Manufactured housing shall have a minimum roof pitch of 3" per ft.

15. Unless otherwise approved by the Committee, no structures shall be located on any lot nearer than 25 ft. from the front lot line, nor nearer than 15 ft. to the rear or side lot lines.

16. All fences shall require approval by the Committee as to design and location.

17. No structures of a temporary character, basement, recreation vehicle, tent, shack, garage, or other outbuilding shall be used as a residence, except as hereinafter provided.

a. Prior to the construction period, a self-contained recreation vehicle may be used by the lot owner on his/her lot for weekend and vacation use, not to exceed 45 days per year.

b. During the construction period a self-contained RV may be used.

18. No trash, garbage, refuse, ruins or remains of any kind, including disabled vehicles, shall be thrown, dumped, placed, disposed of or permitted to remain on any land in the sub-division, vacant or otherwise, nor shall the premises be used as a storage area for any purpose other than the storage of materials used in connection with the operation of a household. The person or persons in possession of any lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, garbage, refuse, ruins or other remains. All trash, garbage, and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from view.

19. No domestic animal or fowl of any kind shall be kept, quartered, or maintained on any lot at any time, except that dogs, cats, or other common household pets may be kept on a non-commercial scale. The foregoing notwithstanding, no animal of any kind may be kept or quartered on any lot if its presence produces a common-law private nuisance. All dogs, when not on their "home lots", shall be on leash. Kennels, if approved, shall be on concrete floors (See pp.7).

20. No signs shall be displayed to the public view in the sub-division except the following:

a. One sign for each lot, of not more than 3 sq. ft., identifying occupants.

b. One sign for any lot, of not more than 5 sq. ft. advertising the lot for sale or lease.

c. Signs used by the Declarants, their successors, assigns, or agents to advertise the property during the sales period.

21. When on the premises for more than 12 hours, all motorized vehicles, travel trailers, 5th wheels, other trailers, and all watercraft must be enclosed in the main structure or detached garage where allowed. (See pp. 14).

22. Parking on the roadways within the development shall not be permitted without case by case approval by the Committee.

23. No vehicle over 26,000 G.V.W. shall be allowed on the plat roadways, except for necessary maintenance, construction, utility and delivery equipment.

24. If the parties hereto, or any of them, or their heirs or assigns, shall attempt to violate any of the Covenants herein, any person or persons owning any real property located in this sub-division may prosecute any proceedings at law or in equity against the persons violating, or attempting to violate any such Covenants, to restrain him or them from doing so, to recover damages or other dues for such violation, or both.

25. Should any one or more of these Covenants be invalidated by judgment or court order, the other provisions not affected shall nevertheless remain in full force and effect.

p. 3
of 4

