

KLEIN-HANSEN REALTORS  
N. 1522 WASHINGTON  
SPOKANE, WA 99201

9200218

SUNCREST ESTATES

(Phase 2; Blocks 3, 4, 5, 6)

AT REQUEST OF  
VALLEY TITLE  
WILLIAM E. PROVOST  
COUNTY AUDITOR  
DEPUTY

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C S \$2.00 \$9.00

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STEVENS COUNTY AUDITOR

COVENANTS & RESTRICTIONS

1. PREAMBLE. MARK E. KLEIN, as owner, hereby declares and sets forth the covenants hereinafter stated, to effect the following described property:

That certain subdivision known as Suncrest Estates; Phase II.

2. AREA OF APPLICATION. All of the covenants set forth herein-after shall apply in their entirety to Suncrest Estates; Phase II, Stevens County, Washington, except as otherwise provided.

3. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a term of fifty (50) years from the date this declaration is recorded. PROVIDED, THAT during said period, the said covenants may be amended by the owners of two-thirds of the lots in this addition, by an instrument in writing and duly recorded. Thereafter, these covenants shall automatically be extended for successive periods of 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.

4. ENFORCEMENT. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

6. ARCHITECTURAL COMMITTEE. The architectural control committee is composed of:

Mark E. Klein  
N. 1522 Washington  
Spokane, Washington 99201

Richard E. Klein  
N. 1522 Washington  
Spokane, Washington 99201

Cheryl R. Klein  
N. 1522 Washington  
Spokane, Washington 99201

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the record owners of the majority of the lots shall have power, through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee any of its powers and duties.

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7. BUILDING DESIGN. No building (including out buildings), nor fences, 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 such design or location within thirty (30) days after submission of plans in writing, 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. All structures, including out building and fences must be completed as to exterior appearance (including painting or the other protective covering) within six (6) months from beginning of construction. No wire fencing other than chain link fences will be allowed, unless approved by the Architectural Committee. All exterior colors to also be pre-approved. All homes must have at least one three-car garage attached. All ranchers must have a minimum of 1300 main floor finished square feet. All two-stories must have a minimum of 1000 square feet on the main floor and a total of at least 1600 totally finished square feet above grade. Four levels must have a minimum of at least 1200 square feet finished above grade (top 2 floors.)

8. SET BACK REQUIREMENTS. The following front, side and rear yard standards shall apply (unless otherwise approved by the Architectural Committee):

No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side lot line, or nearer than 25 feet to the rear lot line; any out building, other than garages, shall be limited to the rear half of the lot.

9. EASEMENTS AND RESERVED AREAS. Easements for installation of utilities, drainage facilities, bridle trails, etc., are reserved as shown on the recorded plat. Within these easements and reserved areas, no structures, planting or other materials shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easements, or which obstruct or retard the flow of water through drainage channels and easements, or interfere with the use of said easements. The easement area of each lot and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Lot 1, Blk 1 and Lot 1, Blk 2 are also subject to an easement as shown on the recorded plat for the installation and maintenance of a project entry sign. It shall be the responsibility of all lot owners to maintain said sign.

10. SUBDIVISION OF LOTS. No lots in this subdivision shall be further subdivided.

11. TEMPORARY STRUCTURES. No structure of the temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

12. LAND USE. (a) No commercial enterprise shall be operated on any lot, provided however, that this shall not prevent the private renting of a dwelling upon any lot.

(b) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

(c) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for commercial purposes except that the following shall be permitted: household pets; rabbits for the use of the occupants of the premises; horses up to three in number, plus the younger thereof up to one year of age provided, however that this exception regarding rabbits and horses shall apply only to lots of one acre or larger. Dogs (or any other animal) shall not be allowed to roam loose outside the limits of the residential lot on which they are kept.

(d) The owners of lots shall not permit the accumulation of refuse, garbage or abandoned vehicles thereon, 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 household. Camping trailers, camping vehicles, and boats shall not be stored in the front yard of any lot. Parking of cars, boats, trailers, motorcycles, trucks, and like equipment shall not be allowed on any roadways adjacent to the property.

(e) No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

(f) No mobile homes or modular homes shall be permitted on any lots.

(g) Lots shall be landscaped consisted with the residential character of the area. Such landscaping shall include lawn area, planting of trees, shrubs and other customary landscape treatment of the entire site. The landscape development, having once been installed, shall be maintained in a neat and adequate manner which shall include lawns mowed, hedges trimmed, water when needed and removal of weeds from planted areas. All front yards must be landscaped within 90 days of completion of home unless weather conditions prohibit this.

(h) Each individual owner or contract purchaser shall be obligated to provide exterior maintenance on his lot and shall maintain the lot and any improvements thereon in a neat, sanitary and attractive condition.

13. LIGHTING SYSTEM. Each lot owner shall pay his prorata share of the costs to maintain the street lighting system in this addition. The owner's assessment in this regard shall be paid promptly when the same becomes due, and in the event of the owner's failure to pay promptly when due, the assessment shall constitute a lien upon the above described premises and the same may be enforced in equity as in the case of any lien foreclosure. Service will be furnished by Inland Power & Light Co., a corporation, at an initial rate of \$2.25 per month: any change in said rate shall be subject to increase in price of Bonneville Power Administration wholesale rates to the Inland Power & Light Co., such assessment shall accrue to the benefit of Inland Power & Light Co., or to any entity to whom it shall assign or transfer its rights to collect said assessment.

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14. WATER SYSTEM. A water system shall be made available to each lot line, at no expense to the lot owner; the owner of each lot agrees to pay a tap on charge plus the costs of purchase and installation of a meter plus a use charge based on the reasonable prorata maintenance and operation costs of the water system. Said water system will be owned and operated by Stevens County P.U.D. unless water system is converted at their descretion. Each lot owner agrees to pay his assessment promptly when the same becomes due and in the event of failure to pay, said assessment shall constitute a lien upon the lot, and the same may be enfoced in equity as in the case of any lien foreclosure.

Dated: January 7, 1992

*Mark E. Klein*  
By Mark E. Klein

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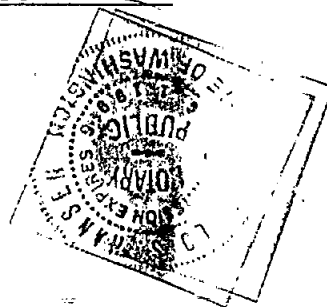
State of Washington

County of

On this 7<sup>th</sup> day of January, 1992, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark E. Klein, to me known to be Developer of Suncrest Estates, the Developer that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said developer, for uses and purposes therein mentioned, and oath that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Ronald A. Hines



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