

431919 OCT 2 1974

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
COLUMBIA PINES

Stella C. Swanson, formerly Richardson, dealing in her separate property, does hereby declare and set forth the following Protective Covenants to be in effect in that certain subdivision known as Columbia Pines, Stevens Co., Washington.

The Covenants are to run with the land and shall be binding on all persons and parties claiming under them until Jan. 1, 1985 and automatically be extended for successive ten year periods thereafter unless, by a two-thirds majority agreement of the then owners of the lots, it is agreed to change the Covenants in whole or in part.

1. All lots in this subdivision shall be known and described as single family residential lots.

2. No lot in this subdivision shall be further subdivided.

3. No noxious or offensive trade or activity, nor any commercial business shall be carried on upon 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.

4. Any dwelling in this subdivision shall be of new construction, having a minimum roof pitch of 3 in. per ft. and erected upon a continuous foundation. No mobile homes, and modular homes only upon prior approval of the committee, shall be permitted. All buildings shall be of new construction.

5. There shall be not more than two buildings detached from the dwelling on any lot.

6. 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.

7. No building shall be located on any lot nearer than 25' to the front lot line, nor nearer than 15' to any side or rear lot line.

8. No trash, garbage, refuse, ruins or other remains of any kind, including disabled vehicles, shall be thrown, dumped, placed, disposed of or permitted to remain on any land in the subdivision, 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 or control 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 street view. Camping trailers, recreational vehicles and boats shall not be stored in the front yard of any lot.

9. 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 or fowl of any kind may be kept or quartered on any lot if its presence produces a common-law private nuisance.

10. No structure of a temporary character, basement, recreation vehicle, tent, shack, garage or other out-building 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 week end and vacation use, not to exceed 45 days per year.

b. During the construction period, the residence basement or the permanent garage, if they are connected to a septic system approved by the Stevens Co. Health Dept., or a self-contained recreation vehicle may be used.

11. No sign shall be displayed to the public view in the subdivision except the following:

a. The sign for each lot, of not more than 3 sq. ft., identifying occupants.  
b. The sign for any lot, of not more than 5 sq. ft., advertising the lot for sale or lease.

c. Signs used by the Declarant, her successors, assigns or agent to advertise the property during the sales period.

12. It being deemed 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 Declarant shall appoint an Architectural Control Committee. When all the lots are sold, or upon notification by the Declarant, the then 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 factors as the quality of workmanship and materials and, especially, the effect which the proposed structure or alteration will have on other building sites and views therefrom.

13. No structure 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 15 days after submission of the plans in writing, then such approval shall not be required, provided the design and location on the lot conform to the provisions of these Protective Covenants.

14. Unless otherwise approved, the maximum height of the roof peak of any building shall be not more than 16' above the mean natural grade at it's base.

15. Each dwelling shall contain a minimum of 1000 sq. ft. as determined by foundation measurement, exclusive of any attached garage or other building, unless otherwise approved.

16. Unless otherwise approved, fences shall be confined to patio wind screens and/or back yard fences; the latter not to exceed 42" in height.

17. Unless otherwise approved, the following individual lot restrictions shall be in effect:

a. Lot 5, bl. 1. All buildings on this lot and all other structures or plantings thereon more than 8' in height shall be situated within 95' of the north lot line.

b. Lot 6, bl. 1. No buildings, nor any structures or plantings higher than 8', on this lot shall be nearer than 35' to the south lot line.

c. Lots 9 & 10, bl. 1. No buildings on these lots, nor any other structures or plantings higher than 10' shall be nearer than 20' to the north lot line.

d. Lot 1, bl. 2. All buildings and all other structures and plantings more than 4' in height shall be situated within 90' of the east lot line.

e. Lot 2, bl. 2. All buildings and all other structures and plantings more than 4' in height shall be situated within 90' of the north lot line.

18. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, any person or persons owning any real property situated in this subdivision may prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant to restrain or prevent him or them from doing so, to recover damages or other dues for such violation or both.

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

Executed at Spokane, Washington, this 28 day of Sept, 1974

STATE OF WASHINGTON, )  
County of Spokane ) ss.

Bea E. Amundson  
Bea E. Amundson

On this day personally appeared before me, Bea E. Amundson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

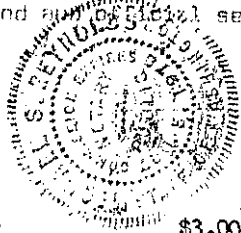
Given under my hand and official seal this 28<sup>th</sup> day of Sept, 1974

INDEXED.....RECORDED.....  
COMPARED.....CAGED.....

STATE OF WASHINGTON )  
COUNTY OF SPOKANE )

FILED OF RECORD  
at request of  
Richard Nourse

at 8:09 A.M.



Michael S. Reynolds  
Notary Public in and for the State of  
Washington, residing at Spokane  
BEA W. HESSELTINE  
COUNTY CLERK  
DEPUTY  
filer-Colville, Wa.

\$3.00

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