

When recorded return to:

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

Auditor File #: 2000 0010406

Recorded at the request of:

J.B. RICHARDSON

on 10/27/2000 at 12:59

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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-plat of portions of Central and Central Second Additions 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 41 through 60, being a portion of the aforementioned re-plat, hereafter referred to as COLUMBIA PINES II.

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 percent (75%) of the then owners of the parcels, it is agreed to change the covenants in whole or in part.

2. A Columbia Pines II Home Owners Association shall be formed when seventy five percent (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 pro-rated as follows:

2b. Plowing of Ponderosa Way will be paid by the Declarants until one half of the parcels have been sold, after which the costs will be pro-rated among the owners on a per parcel basis.

2c. Plowing costs of other roadways shall be paid by the residents/users of each road.

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 percent (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 foot and erected upon a continuous foundation. (see pp 11b)

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. 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 pp 11a)

11a. Lots 41 and 50 through 60 may have a detached garage of at least two car design. If the garage is detached, the residence structure shall have a minimum of 1,400 sq. ft. heated space as determined by foundation measurement.

11b. By specific written approval by the Committee, Manufactured Housing may be allowed on lots 50 through 60.

12. There shall not be more than one structure of not more than 150 sq. ft. detached from the dwelling on any lot, except as provided for in pp. 11a. (See pp. 7)

13. 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.

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

15. 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.

16. 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 on 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.

17. 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.

18. 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.

19. Unless otherwise approved by the Committee, the following individual lot restrictions shall be in effect:

a. Lot 42: All structures and plantings higher than 4 ft. shall be restricted to an area 75 ft. on the North line, and 110 ft. on the South line from the East property line.

b. Lot 43: All structures and plantings higher than 4 ft. shall be restricted to an area 90 ft. on the North line, and 130 ft. on the South line from the East property line.

c. Lot 44: All structures and plantings higher than 4 ft. shall be restricted to an area 110 ft. on the North line and 140 ft. on the South line from the East property line.

d. Lot 45: All structures and plantings higher than 4 ft. shall be restricted to an area 115 ft. on the North line and 120 ft. on the South line from the East property line.

20. 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. 11a.

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

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

23. 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

AFTER RECORDING RETURN TO:

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

Auditor File #: 2002 0001858

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on 02/19/2002 at 11:35

Total of 2 page(s) Fee: \$ 10.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

FCLINTON

DEDICATION OF EASEMENTS and
MAINTENANCE PROVISION

850020

THIS DEDICATION OF EASEMENTS is made to place of record the dedication of the existing roadways and utility easements as shown on those certain Surveys recorded Oct. 19, 1999 in Book 19 of Surveys pages 206-209 under Auditor's File No. 1999 0012409, and in Book 20 of Surveys, Page 223 under Auditor's file No. 2000 0011455, which are more specifically described as private access and utility easements on the face of the said surveys, for use by the current owners and all future owners of the following described lands in Stevens Co., WA, situated in Sec. 23, Twp. 36 N, Range 37 E.W.M.

WHEREAS J.B. RICHARDSON AND E. MARZELLA RICHARDSON, as trustees of the RICHARDSON REVOCABLE LIVING TRUST of JAMES BUCKLEY "J.B." RICHARDSON AND E. MARZELLA RICHARDSON dated Jan. 16, 1996, hereinafter referred to as RICHARDSON, are the fee simple owners of the following described real property:

Lot A and Lots 1,2, 4 through 27, inclusive, (commonly known as COLUMBIA CREST); Lots 40 through 57, inclusive, Lots 59 and 60 (commonly known as COLUMBIA PINES II); as shown on Record of Survey recorded in Book 19 of Surveys, Pages 206, 207, 208, and 209, under Auditor's File No. 1999 0012409, in Stevens County, Washington.

Lot 58, amended, Lots 61 through 67, inclusive, (commonly known as COLUMBIA PINES II); as shown on Record of Survey recorded in Book 20 of Surveys, at Page 223, under Auditor's File No. 2000 0011455, in Stevens County, Washington.

Lot 3, (commonly known as COLUMBIA CREST), as shown on Record of Survey recorded in Book 19 of Surveys, Pages 206, 207, 208 and 209, under Auditor's File No. 1999 0012409, in Stevens County, Washington, and as amended by Certificate of Exemption recorded February 23, 2000 under Auditor's File No. 2000 0001705.

NOW THEREFORE, in consideration of the mutual benefits and detriments to be derived herefrom, the RICHARDSONS hereby:

RESERVE UNTO THEMSELVES, and all future owners of the said property, perpetual, non-exclusive easements for ingress, egress, and utilities over, under, and across all roadway and utility easements shown on the face of the above referenced Surveys of portions of CENTRAL ADDITION TO KETTLE FALLS and CENTRAL SECOND ADDITION TO KETTLE FALLS, Stevens Co. WA.

FURTHER, these easements carry with them the protection and responsibility that, in the event any owner, by the use of a roadway or utility easement, causes it to be damaged or subject to other than the usual, ordinary and reasonable wear, that owner shall be obligated to restore the roadway to the condition existent prior to such use, and bear the expense individually.

REFER ALSO to Protective Covenants recorded under Auditor's File No. 2000 0010405 and Auditor's File No. 2000 0010406 dated October 27, 2000.

DATED this 14th day of February, 2002

THE RICHARDSON REVOCABLE LIVING TRUST, OF JAMES BUCKLEY "J.B."
RICHARDSON and E. MARZELLA RICHARDSON, dated January 16, 1996

By J.B. Richardson
J. B. Richardson, Trustee

By E. Marzella Richardson - Trustee
E. Marzella Richardson, Trustee

STATE OF FLORIDA)

ss.

COUNTY OF OSCEOLA)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Florida, duly commissioned and sworn, personally appeared J.B. Richardson and E. Marzella Richardson to me known to be the Trustees of THE RICHARDSON REVOCABLE LIVING TRUST OF JAMES BUCKLEY "J.B. RICHARDSON and E. MARZELLA RICHARDSON, dated January 16, 1996, the Trust that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this 14th day of February, 2002

Lana Jean Showen
NOTARY PUBLIC in and for the State of Florida,
residing at St. Cloud
My commission Expires 5-13-2005



Real Estate Excise Tax
AFF# 2002
Date Pd _____
Original None
Ami Pd _____
Int _____ Pen _____
Stevens County Treasurer Deputy
By Shopin Date 2-19-02