



Return to:

Philip J. Bloom
Columbia Northwest Engineering
321 S. Beech Street, Suite A
Moses Lake, WA 98837

DECLARATION OF COVENANT

Grantor:

Mr. Build Total Construction, LTD
PO Box 970
Moses Lake, WA 98837

Grantee:

Lot owners of Desert Ridge Phase One Major Plat

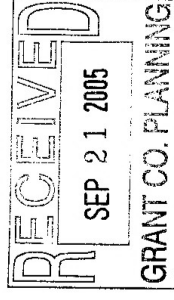
Legal Description:

That portion of the south half of the Southwest Quarter of Section 34, Township 19 North, Range 28 East, W.M., Grant County, Washington.

Assessor's Property Tax Parcel #: 17-0895-015



**DESERT RIDGE PHASE I
PROTECTIVE COVENANTS**



WHEREAS, the purpose of these covenants is to protect the use of said real property, primarily for attractive residential uses, and for the purpose of providing for the owners a property that will provide a private, peaceful, safe place to live free from objectionable uses or the maintenance of a nuisance thereon, while also protecting property values,

WHEREAS, Declarant desires to subject said property to the following conditions, protections, restrictions, reservations, and changes for the benefit of said property and its present and subsequent owners: and

WHEREAS, the power to enforce certain of said conditions, protections, restrictions, reservations, and charges is to reside in Mr. Build Total Construction are sold and homes constructed thereon,

NOW, THEREFORE, Desert Ridge hereby declares that the property described in Article I hereof is and shall be held and conveyed upon and subject to the conditions, covenants, protections, restrictions, reservations, and charges hereinafter set forth:

ARTICLE I

Property Subject to this Declaration.

The real property subject to this Declaration is situated in Grant County, Washington, and is more particularly described as Desert Ridge, as per Plat, which is incorporated herein by reference and made a part hereof.

ARTICLE II

Definition of Terms.

Wherever used in this Declaration, the following terms shall have the following meanings:

2.1 "Dwelling House" and "outbuilding" shall include both the main portion of such structures and all projections therefrom, such as bay, bow or oriel windows, exterior

chimneys, covered porches or porticoes, greenhouses, solariums, and the like, including in the case of dwelling houses, garages incorporated in and forming a part thereof; but shall not include the eaves of such structures, nor any uncovered porch, stoop or steps, the balustrades or sides of which do not extend more than three (3) feet above the level of the first floor of such building.

- 2.2. "Lot" means one of the numbered parcels on the said plat of Desert Ridge.
- 2.3. "Building site" means either a lot as shown on said map, or contiguous portions of any two or more contiguous lots.
- 2.4. "Said property" means the property described in said Plat of Desert Ridge unless context and circumstances otherwise require.
- 2.5. "Setback" means the minimum distance between the dwelling house or other structure referred to and a given street or line.
- 2.6. "Street" means any street, highway or other thoroughfare shown on such map, whether designated thereon as street, avenue, boulevard, place, drive, road, terrace, way, lane, circle, or otherwise.
- 2.7. "Street frontage" means that portion of a lot or building site which borders on a street.

ARTICLE III

Use of Property.

- 3.1. No Building site on said property shall be used for any purpose other than single family residence purposes only.
- 3.2. Dogs and cats may be kept upon said real property, but not for commercial purposes or in unreasonable quantities. Domestic pets shall be limited to three (3) per residence. Dogs shall be on leash or confined in a securely fenced area. Offspring of domestic pets in excess of permitted number shall be removed from premises within 90 days after birth. No birds other than indoor birds and no farm or game animals may be kept or permitted, nor shall any stable, poultry house or yard, pigeon loft or house be constructed or maintained.
- 3.3. Said property shall not nor shall any part thereof, be used for the purpose of exploring for, taking therefrom, or producing therefrom, any mineral, soil, sand, gravel, gas, oil, or other hydrocarbon substances.
- 3.4. No Noxious or offensive trade or activity shall be carried on upon said property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.

- 3.5. No firearms shall be discharged on or from the property.
- 3.6. Lot owners shall not permit the growth of noxious weeds or the diffusion of seeds therefrom.
- 3.7. No lot or any part thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage, landscaping waste, or other forms of waste. Rubbish, trash, garbage or other waste shall be kept in sanitary containers pending removal. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall not be placed in the front yard setback except on pick-up day.

ARTICLE IV

Character and Size of Buildings.

- 4.1. No building may be erected or maintained on any building site on said property except one (1) single-family dwelling house designed for occupation by not more than one family together with the outbuildings hereinafter permitted.
- 4.2. Each outbuilding and garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant. No outbuilding of any kind, or garage, shed, tent, or trailer used for living purposes, shall be erected or maintained on any building site prior to the erection thereon by this Declaration.
- 4.3. No building, any part of which is designed for dwelling purposes, shall in any manner be occupied while in the course of original construction or until it complies with all requirements as to area and with all other conditions and restrictions applicable thereto. The construction of any building or structure shall be built with reasonable diligence continuously from the time of commencement until fully completed. Every property shall be constructed from new material, unless the use of other than new material therefore shall have received the written approval of Mr. Build Total Construction.
- 4.4. Each building erected or maintained on a building site shall have a full pitched roof at the ratio of not less than five inches (5") to twelve inches (12") run except that an adequate built up type roof of less pitch may be used if the said owner receives prior approval from Mr. Build Total Construction.
- 4.5. No dwelling house more than two (2) stories in height shall have less than eleven hundred (1100) square feet, including the garage, on the main floor level and no less than fifteen hundred (1500) square feet total living space (exclusive of porches, patios, basements, cellars, incorporated in and forming a part of the house) shall be erected or maintained upon any building site.
-



4.6. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures or signs for the conduct of its business in connection with said property or future extension of property.

4.7. Minimum 25 year designer type shingles shall be used on all roofs.

4.8. Exterior paint colors are to be approved by Mr. Build Total Construction

ARTICLE V

Fences.

5.1. No fence or boundary wall located upon a building site shall have a height greater than six (6) feet above the finished graded surface of the ground upon which it is located.

5.2. No wall or fence whatsoever shall be erected or maintained within the setback area of any building site as to any street, except corner lots subject to architectural capacity.

5.3. No hedge or hedgerow within the setback area of any dwelling house as to any street shall have a height greater than three (3) feet above the finished graded surface of the ground upon which such hedge or hedgerow is located.

ARTICLE VI

Approval of Plans.

6.1. No building, fence, wall, pole, or other structure shall be erected, constructed, altered or maintained upon any portion of said property, or of any property at any time within the jurisdiction of Mr. Build Total Construction, unless a complete set of plans and specifications therefore, including a plot plan indicating the exact location on the building site, shall have been submitted to and approval in writing by Mr. Build Total Construction and a copy of such plans as finally approved deposited for permanent record with Mr. Build Total Construction.

6.2. Any changes from original approved plans and specifications must be submitted and approved in writing by Mr. Build Total Construction before implementing the start of house construction.

6.3. The approval of Mr. Build Total Construction for use on any building site of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by Mr. Build Total Construction of its right to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and

specifications submitted for approval as herein provided, for use on other building sites.

- 6.4. If after such plans and specifications have been approved, the building, fence, wall, or other structure shall be altered, erected, or maintained upon the building site other than as approved by Mr. Build Total Construction, such alterations, erection, and maintenance shall make invalid the approval of such alterations, erections, and/or maintenance must be removed or otherwise changed in order to implement the approved building, fence, wall, or other structure as approved.

ARTICLE VII

Setback and Location of Buildings.

- 7.1. Dwelling house erected on said property shall have a twenty (20) foot setback from streets as particularly specified in Plat of Desert Ridge according to County Code.
- 7.2. Dwelling houses shall have a setback of not less than the County Code from the rear lines of the building sites upon which they are respectively located.
- 7.3. Each dwelling house shall have a setback of not less than County Regulations from each side line of the building site on which it is located, except that in the case of corner lots, the setbacks from the side line along the street shall be twenty (20) feet. No portion of any dwelling house shall encroach on any such side line setback area.

ARTICLE VIII

Signs.

- 8.1. No sign or other advertising device of any character shall be erected or maintained upon any part of said property, except that: (a) on any one lot or building site one professional appearing sign, advertising the property for sale or for rent, may be erected and maintained at or behind property line of such lot or building site as to any street; and (b) Declarant may erect and maintain on said property such signs and other advertising devices as it may deem necessary or proper in connection with the conduct of its operation for the development, improvement, subdivision and sale of said property.

ARTICLE IX

Easements, Rights of Way, Grades, and Planting.

- 9.1. Said real property and the building sites included therein are subject to such easements and rights of way for erecting, constructing, maintaining and operating sewers, and water systems, and poles, wires, and conduits for lighting, heating,
-



power, telephone, cable, and any other method of conducting and performing any public or quasi-public utility service or function beneath the surface of the ground. Such easement and rights of way are more particularly set forth of the Plat of Desert Ridge.

9.2.

Declarant hereby expressly reserves the right for future phases to make any and all such cuts and fills on said property and on the building sites included therein, and to do such grading, as in its judgment may be necessary to grade streets and building sites designated or delineated upon any map of said property or any part thereof.

9.3.

In addition, as part of the construction phase of each residence within the subdivision, shall within one hundred twenty (120) days have a concrete driveway completed, only concrete driveways are permitted within Desert Ridge. Each residence will have one (1) street light of a specific design by Mel Northey Co. Inc. Model #8261 Colonial Series, seventy (70) watts size, to be located at each driveway, on the larger yard side not more than three (3) feet from driveway at the property line.

Mel Northey Co, Inc.
303 Gulfbank
Houston, Tx. 77037
Phone: 1-800-828-0302

The owner an/or contractor shall landscape and plant the front yards of each residence including any portion of the road right of way between the sidewalk and pavement. Owner and/or contractors who own a Lot with frontage on more than one street shall landscape and plant all yards lying between the residential building and the curb or sidewalk of each street. The time limit for completion of landscaping is one (1) year and may be extended by Mr. Build Total Construction in the event of hardship due to weather conditions.

The grounds of each Lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals, undesirable weeds shall be mowed and kept under control. Disabled vehicles, and/or any components thereof, household furniture, and appliance shall not be permitted to remain outdoors, except lawn furniture in good repair. Any fences shall be kept repaired. All RV pads will be placed so that the RV does not protrude past the front of the house when parked, on the side of the house where the garage is located. Parking time of vehicles on streets of Desert Ridge are limited to 12 hours.

9.4.

Enforcement of the provisions of this Declaration shall be injunction or specific performance, wherever possible, damages for breach being desirable only if all other remedies fail.

ARTICLE X

Scope and Duration of Conditions, Restrictions and Charges.

- 10.1. All of the conditions, restrictions, and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and the owners thereof as a part of a general plan of development, improvement, building, occupation and maintenance hereby adopted therefore by Declarant; and they shall run with the land and continue and be in full force and effect, except hereinafter provided and subject to the provisions of ARTICLE XII. Hereof, until July 1, 2025 (provided, however, that the prohibition of 3.3 hereof shall be perpetual), and shall remain in force and be continued automatically and without further notice from that time for a period of twenty (20) years, and thereof after for successive periods of twenty (20) years each without limitations unless, within six (6) months prior to July 1, 2025, or within the six (6) months prior to the expiration of any successive twenty-year period thereafter, written agreement executed by the then record owners of more than one-half in area of said property then subject of this Declaration, exclusive of streets, parks and open spaces, be placed on record in the office of the County Recorder of Grant County, by terms of which agreement any of said conditions restrictions, or charges, excepting the prohibitions of 3.3 hereof, are changed. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions, restrictions and changes as therein modified shall continue in force for successive periods of twenty years each unless and until further changed, modified or extinguished in the manner herein provided.

ARTICLE XI

Cancellation and Annulment of Conditions, Restrictions, and Charges.

- 11.1. At any time after the first day of July 1, 2025, the owners of record of lots or building sites in the property then subject to this Declaration having an aggregate area equivalent of not less than sixty-five percent (65%) of the total area of all such property, and who shall include in their number the owners of record of not less than seventy-five percent (75%) in area of the building sites therein on which houses or other principal structures are then located, may cancel and annul, with respect to all such property, all or any of the conditions, restrictions and charges contained or provided for herein, excepting the prohibitions so 3.3 herein, by an instrument in writing, signed and acknowledged by said owners and recorded in office of the Auditor of said County of Grant, Washington.

ARTICLE XII

Violation of Conditions and Restrictions.

- 12.1. Violation of any of the conditions or restrictions herein contained shall give to Mr. Build Total Construction the right to enter upon the property or as to which such
-

violation exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, object, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant and/or any of its officers or agents shall not be deemed guilty of any manner of trespass for such entry, abatement, or removal.

- 12.2. The result of every act or omission whereby any condition or restriction herein contained is violated, in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Declarant. In any legal or equitable proceeding by Declarant for the enforcement, or to restrain a violation, of this Declaration or any provisions hereof, the losing party or parties shall pay the attorney's or attorneys' fees of the winning party or parties in such amount as may be fixed by the court in such proceeding. Such remedies shall be deemed cumulative and not exclusive. However, nothing contained in this Declaration or in any form of deed which may be used by Declarant or its successors or assigns in selling said real property, or any part thereof, shall be deemed to vest or reserve in Declarant any right of reversion for breach or violation of any one or more of the provisions hereof, and any such reversionary right is hereby expressly waived by Declarant.

ARTICLE XIII

Right to Enforce.

- 13.1. The provisions contained in this Declaration shall bind and insure to the benefit of and be enforceable by Declarant or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors, and assigns; and failure by Declarant or by any other property owner, or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restriction, or charges herein contained shall in no event be deemed a waiver of the right to do so hereafter.

ARTICLE XIV

Assignment of Powers.

- 14.1. Any or all of the rights and powers and reservations of Declarant herein contained may be assigned to Mr. Build Total Construction to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights and owners and reservations assigned; and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

IN WITNESS WHEREOF, DESERT RIDGE, a limited liability corporation, has caused its corporate name to be here onto subscribed by its officers and/or agent there unto duly authorized to be here onto affixed, this 19 day of Sept, 2005.

Dennis Ferguson 9/19/05
Agent of Desert Ridge Date

STATE OF WASHINGTON }
County of GRANT } ss.

I certify that I know or have satisfactory evidence that
DENNIS FERGUSON is the person who appeared before me, and said person acknowledged that he signed this instrument on oath that he is authorized agent of Desert Ridge to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 19th day of September, 2005.



Name: Jill Stark
Notary Public, State of Washington
My Commission Expires: May 1, 2009