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AMENDED

PELICAN POINT ADDITION NO. 3  
GRANT COUNTY, WASHINGTON

FILED OR RECORDED  
BOOK 680  
FOR SECURITY TITLE GUARANTY  
JUN 27 3 02 PM '88

FRANCIS  
GRANT  
AUDITOR  
Y. WA.  
DEPUTY

A Declaration of Restrictive Covenants executed by Pelican Point, Inc., owners of Lots 1, 2, 3, 4, 5, 20, 21, 22, and 23, and hereinafter referred to as the Declarant, and by Lawrence A. Tommer and Katherine S. Tommer, husband and wife and Nick J. Tommer and Donna Tommer, husband and wife, owners of Lots 6, 7, 8, 16, 17, 18, and 19, and by Pamp Maiers and Barbara Maiers, husband and wife, owners of Lots 9, 10, 11, 12, 13, 14, and 15; all of Pelican Point Addition No. 3, was filed in the office of the Auditor of Grant County, Washington on AUGUST 5, 1985 as Auditor's File No. 775128.

WHEREAS, Declarant is owner and previous owner of the real property hereinafter described in Article 1 hereof; and  
WHEREAS, Declarant and all other owners heretofore mentioned desire to subject said property to the following conditions, restrictions and charges for the benefit of said property and its' present and subsequent owners; and WHEREAS, the power to enforce said conditions, restrictions, reservations, and charges is to reside in all present and future owners of record of building sites on said property;

Now, THEREFORE, Declarant and all other present owners declare that the property described in Article 1 hereof is and shall be held and conveyed upon subject to the conditions, covenants, restrictions, reservations, and charges hereinafter set forth:

ARTICLE 1. Property Subject to this Declaration.  
The real property subject to this Declaration is situated in Grant County, Washington and is described in Pelican Point Addition No. 3 as per Plat, which is incorporated herein by reference and made a part hereof.

ARTICLE 2. Uses of Property.

- 2.01 Building sites shall be used for single family residential purposes only.
- 2.02 Domestic pets shall be limited to 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 60 days after birth. No farm or game animals or poultry of any kind shall be kept on the premises.
- 2.03 No noxious or offensive trade or activity shall be carried on upon said property which may be or become an annoyance or nuisance to the neighborhood.
- 2.04 Property shall not be used for the purpose of exploring for, taking therefrom, or producing therefrom, gas, oil or other hydrocarbon substances.
- 2.05 No firearms shall be discharged on or from the property.
- 2.06 Lot owners shall not allow noxious weeds or the seeds thereof to spread to adjoining property that has been landscaped.

Pelican Point, Company  
Carol Sandwick  
7 Pelican Pt  
Moss Lake, WA 98837  
Main 177

SECURITY TITLE GUARANTY, INC.  
GRANT COUNTY  
has placed this document of record  
in a container custody and accepts  
the liability for accuracy or validity  
of the document.

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### ARTICLE 3. Character and Size of Buildings.

- 3.01 Residences on Lots 3 through 12 shall be limited to a single story. A roof peak running parallel to Goodrich Road shall not exceed 14 feet in height from the crown of the road, or running perpendicular shall not exceed 12 feet at the outside edges or 18 feet at the peak from the crown of the road. There shall not be less than 1600 square feet of living space not including the garage.
- 3.02 Residences on Lots 1 and 2 and 13 through 23 may be 2 or more stories and shall not be less than 1600 square feet of living space not including the garage. The ground floor shall not be less than 1000 square feet which may include the garage.
- 3.03 All residences must be stick built in accordance with the Uniform Building Code or other Grant County ordinances that may be more stringent for stick built single family dwellings.
- 3.04 Detached garages, boat houses or other storage buildings must be of the same exterior materials and decor as the residence.
- 3.05 No structure of any kind, including tents, campers and recreational vehicles shall be erected prior to construction of the residential structure.
- 3.06 Buildings of any kind shall be weathered-in and the exterior completely finished within 6 months from the start of construction.
- 3.07 No building of any kind shall be erected without prior approval of the Architectural Committee which shall be appointed by the Declarant. Such approval shall not be unreasonably withheld. Requests for approval shall be acted upon expeditiously but no later than 30 days from date of request, or such request shall be deemed approved.
- 3.08 The Architectural Committee shall have the right, but no obligation to grant exceptions that are in keeping with the intentions of this Declaration. There shall be no automatic time period for granting exceptions.

### ARTICLE 4. Fences, Trees and Hedges.

- 4.01 There shall be no fence or hedgerow of any kind with a height of more than 6 feet above ground level or 3 feet above the crown of Goodrich Road at the front lot line, whichever is less, on Lots 1 through 12.
- 4.02 There shall be no fence or hedgerow of any kind with a height of more than 3 feet above ground level from the front of the residence to the street, and a height of 6 feet above ground level from the front of the residence to the back property line on Lots 13 through 23.
- 4.03 Trees, shrubs or other plantings or poles which may exceed 6 feet in height shall be placed in such a manner as to not substantially interfere with another owner's view. Such plantings must be approved by the Architectural Committee.

### ARTICLE 5. Setback and Location of Buildings.

- 5.01 Front yard set back for any and all buildings shall not be less than 40 feet, except that roof overhangs, porches, decks, etc. may encroach the set back area not more than 10 feet.
- 5.02 Side yard set backs for any and all buildings shall not be less than 10 feet except that roof overhangs, porches, decks, etc. may encroach the set back area not more than 5 feet.
- 5.03 Rear yard set back for any and all buildings on Lots 1 through 12 shall be not less than 60 feet from a line between the meander line survey stakes, except that roof overhangs, porches, decks, etc. may encroach not more than 10 feet.

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Note: Waterfront lots extend to the Mean High Water Line. The survey stakes are located on a meander line.

- 5.04 Rear Yard setbacks for any and all buildings on Lots 1 and 13 through 23 shall be not less than 25 feet except that roof overhangs, porches, decks, etc. may encroach not more than 10 feet.
- 5.05 Waterfront docks and boat shelters are not subject to the above set back requirements, however they may be subject to other governmental requirements for which the owner may be subject to compliance. Approval by the Architectural Committee of any such plans does not usurp the requirements of any other such agency.

ARTICLE 6. Access to Waterfront.

Lot 149, Pelican Point Addition No.1 shall be and is restricted for use only as a community park and/or beach and is owned by Declarant, heirs and successors. It may be used by the owners of lots in Pelican Point Addition No. 3 and /or owners in other Pelican Point Additions. At some future time the ownership might be assumed by a municipal corporation.

ARTICLE 7. Water and Sewer.

The Declarant, its heirs and successors guarantees to furnish domestic water and sewage disposal with hookup fees and monthly rates, acceptable to the Washington State Utilities Commission. This does not preclude the possibility of such systems being acquired by a municipality or governmental agency at some future date.

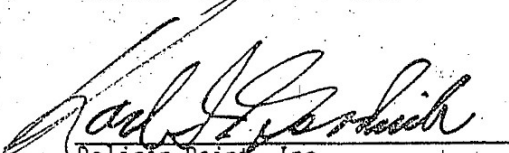
ARTICLE 8. Subdivision.

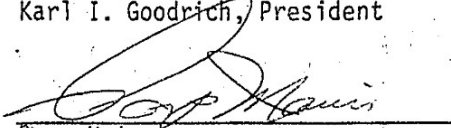
There shall be no further subdivision in Pelican Point Addition No. 3 without the consent of 100 per cent of the lot owners.

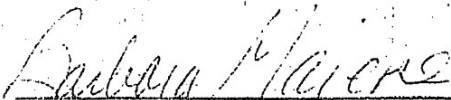
ARTICLE 9. Amendments to Declaration.

This Declaration may be amended from time to time only with the consent of 75 per cent of the lot owners, except as stated in Article 8.

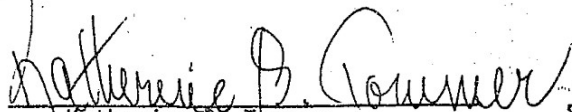
IN WITNESS WHEREOF, the undersigned, being the owners of all of the lots in Pelican Point No. 3 have affixed their signatures hereto.


  
Pelican Point, Inc.  
Karl I. Goodrich, President

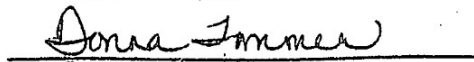
  
Pam Maier

  
Barbara Maier

  
Lawrence A. Tommer

  
Katherine S. Tommer

  
Nick J. Tommer

  
Donna Tommer

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STATE OF WASHINGTON] ss  
COUNTY OF GRANT ]

On this 24<sup>th</sup> day of June, 1988, personally appeared before me Karl I. Goodrich, Pamp Maiers, Barbara Maiers, Lawrence A. Tommer, Katherine S. Tommer, Nick J. Tommer, and Donna Tommer to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24<sup>th</sup> day of June, 1988

*Norman J. Hopper*  
NOTARY PUBLIC in and for the State  
of Washington residing in Moses Lake

*My Comm. Expires 11-1-88*

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