

837381

AMENDED NO. 2

PROTECTIVE COVENANTS RUNNING WITH LAND
PELICAN POINT ADDITION No. 4

FILED & RECORDED

BOOK FOR

Ron ROBERTSON

MAR 29 2 01 PM '90

MOSES LAKE, WA

GRANT COUNTY, WA.

THIS INDENTURE AND DECLARATION OF COVENANTS RUNNING WITH THE LAND, made by
PELICAN POINT CO.

WITNESSETH:

Whereas, said parties are the owners in fee of Pelican Point Addition No. 4,
an Addition to Grant County, Washington, as recorded in Volume 13 of Plats Page
9 and 10, Record of Grant County, Washington.

Whereas, the undersigned does by these presents make, establish, confirm and
hereby impress upon Pelican Point Addition No. 4, Addition of Grant County,
Washington, according to the Plat thereof recorded in Volume 13 of Plats, Page 9
and 10, Records of said land, the following restrictive covenants and does hereby
bind said parties and all of their future grantees, assignees, and successors to
said covenants for the term hereinafter stated as follows:

GENERAL COVENANTS

1. The area covered by these General Covenants is the entire area included in
Pelican Point Addition No. 4.
2. No lot shall be used other than for a single family residential purposes
only.
3. 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.
4. 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.
5. No property shall be utilized for the purpose of exploring for, taking
therefrom, or producing therefrom any mineral, soil, sand, gravel, gas, oil, or
other hydrocarbon substances.
6. No firearms shall be discharged on or from the property.
7. Lot owners shall not permit the growth of noxious weeds or the diffusion
of the seeds thereof.
8. Residences on lots shall contain not less than 1600 square feet of living
space, not including the garage; the ground floor on 2 story residences shall not
contain less than 1000 square feet of living space. All residences must include a
garage.

Ron Robertson
Rt 3 918 Goodrich
MOSES LAKE, WA. 98837

9. Detached garages or tool storage buildings must be of the same exterior materials and decor as the residence.

10. No structure of a temporary character, basement, tent, shack, trailer camper, mobile home, modular home (even if affixed to realty), garage, or any other outbuildings shall ever be used on any lot, tract or parcel contained in Pelican Point Addition #4, at any time as a permanent or temporary residence, dwelling, building, or other structure, except under a temporary written permit which may be granted for specific time periods, in the discretion of the Architectural Committee. Further, no such structures of a temporary character, basement, tent, shack, trailer, camper, mobile home, modular home (even if affixed to realty), garage, or other outbuildings shall ever be placed on Pelican Point Addition #4; however, that the Architectural Committee may grant permission for such temporary buildings or structures to be so erected for the sole purpose of storing materials during the construction of permanent buildings or other improvements upon any such lot, tract, or parcel. No residence or other structure wholly or partially constructed or assembled elsewhere shall be moved onto any lot. Provided, further, that nothing herein shall prohibit the parking in a driveway of a trailer, camper, or mobile home than currently licensed as a vehicle if such a trailer, camper, or mobile home is not used for residential purpose.

11. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within six (6) months from date of start of construction. Lawns must be sodded or seeded within 18 months of occupancy.

12. No sign of any kind shall be displayed to the public view on any lots except one sign of not more than two (2) feet or five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other 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 set-back except on pick up day.

14. 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.

15. No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches will not be nearer than five (5) feet in interior lot line, or nearer than ten (10) feet from rear lot line.

16. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

17. The architectural Committee is composed of three persons, who shall be:

- A. One representative of Pelican Point Co. until half the Pelican Point Addition #4 are originally sold.
- B. One representative of the Pelican Point Community Association until half the Pelican Point Addition #4 are originally sold; then two representatives of the Pelican Point Community Association.
- C. One representative of the Pelican Point Additional No. 4 lot owners.

A majority of the committee may designate a representative to act for it. 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 new recorded owners of 75% of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties.

18. The committee's approval (3 signatures required) or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 20 days after plans and specifications have been submitted in it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument

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signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

21. Invalidation of any one of these covenants by judgement or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. Each lot owner, by acceptance of a deed herein shall bind himself, his heirs, personal representatives and assigns to pay all assessments levied by the Pelican Point Community Association, together with interest on late charges and attorney fees for collection, if necessary, as an obligation running with the land.

These amended No. 2 Protective Covenants supercede those protective covenants running with the land Pelican Point Addition No. 4 as recorded February 13, 1987 as auditor's file No. 797504.

IN WITNESS WHEREOF; the undersigned being the owner of lots in Pelican Point Addition No. 4 have affixed their signatures hereto.

LOT 1 & 28 FEET OF LOT 2

Tom J. Whittle
Tom J. Whittle

Nancy Whittle
Nancy Whittle

LOT 2 LESS 28 FEET

LOT 3-4-5-6-8-9-10-11-12-13-14-15-16-17-18-19-20-21-22-24-25-26-1/2 LOT 32

PELICAN POINT CO.

K. T. Goodrich
K. T. Goodrich

Huckvale Goodrich
Huckvale Goodrich

LOT 31

Terry L. Cummings

Helen Cummings

LOT 7

Jerry D. Lane

Jennifer L. Lane

LOT 23

Anthony St. Onge

Jill St. Onge

LOT 27-29-30

Lance L. Smith
Lance L. Smith

Debbie M. Smith
Debbie M. Smith

LOT 28

Mohammed Izhar

Gillian Izhar

1/2 LOT 32

Chris Blessing
Chris Blessing

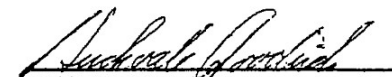
Deborah J. Blessing
Deborah J. Blessing

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IN REFERENCE TO: AMENDED NO. 2
PROTECTIVE COVENANTS RUNNING WITH LAND PELICAN POINT
ADDITION NO. 4

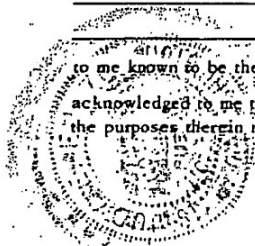
Lot # 2 less 28feet
Lots #3-4-5-6-8-9-10-11-12-13-14-15-16
17-18-19-20-21-22-24-25-26- $\frac{1}{2}$ Lot 32


K. I. GOODRICH


HUCKVALE GOODRICH

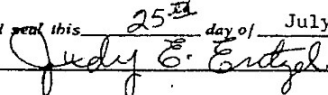
STATE OF WASHINGTON, }
County of GRANT } ss.

On this day personally appeared before me K. I. GOODRICH and HUCKVALE GOODRICH



to me known to be the individual S described in and who executed the within and foregoing instrument and
acknowledged to me that they signed the same as their free and voluntary act and deed for
the purposes therein mentioned.

Given under my hand and official seal this 25th day of July, 19 88



Notary Public in and for the State of Washington, residing at Moses Lake

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ADDITION NO. 4

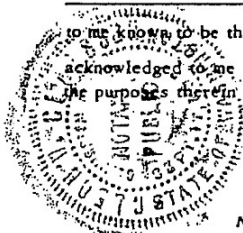
Lot 1 & 28 feet of Lot 2

Tom J. Whittle
TOM J. WHITTLE

Nancy Whittle
NANCY WHITTLE

STATE OF WASHINGTON, }
County of GRANT } ss.

On this day personally appeared before me TOM J. WHITTLE and NANCY WHITTLE,
husband & wife



to me known to be the individual S described in and who executed the within and foregoing instrument and
acknowledged to me that they signed the same as their free and voluntary act and deed for
the purposes therein mentioned.

Given under my hand and official seal this 8th day of July, 1988


Clara W. Chasman

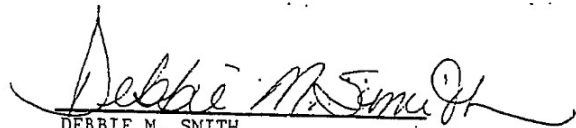
Notary Public in and for the State of Washington, residing at Moses Lake

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ADDITION NO. 4

Lots # 27-29-30


LANCE L. SMITH

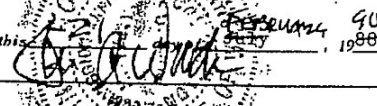

DEBBIE M. SMITH

STATE OF WASHINGTON,
County of GRANT } ss.

On this day personally appeared before me LANCE L. SMITH & DEBBIE M. SMITH,
husband & wife

to me known to be the individual S described in and who executed the within and foregoing instrument and
acknowledged to me that they signed the same as their free and voluntary act and deed for
the purposes therein mentioned.

Given under my hand and official seal this

 90
1988

Notary Public in and for the State of Washington, residing at Roses Lake

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ADDITION NO. 4

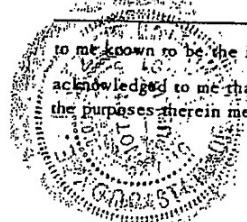
½ LOT #32

Chris Blessing
CHRIS BLESSING

Deborah J. Blessing
DEBORAH J. BLESSING

STATE OF WASHINGTON, }
County of Grant } ss.

On this day personally appeared before me CHRIS BLESSING & DEBORAH J. BLESSING,
husband & wife



to me known to be the individual S described in and who executed the within and foregoing instrument and
acknowledged to me that they signed the same as their free and voluntary act and deed for
the purposes therein mentioned.

Given under my hand and official seal this 25th day of July, 1988

Judy E. Entzel

Notary Public in and for the State of Washington, residing at Moses Lake

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