

m-6067

AMENDED

797504

PROTECTIVE COVENANTS RUNNING WITH LAND
PELICAN POINT ADDITION NO. 4

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 to 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 maybe or become an annoyance or nuisance to the neighborhood.
4. Domestic pets shall be limited to 3 per residence. Dogs shall be on
lease 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.

Page 1.

FILED OR RECORDED
BOOK OF _____ FOR
SECURITY TITLE GUARANTY
FEB 13 3 14 PM '87

FRANCES WADHAM, AUDITOR
GRANT COUNTY, WA.

DEPUTY

FEB 13 1987

Pelican Pt Co
Hucklevale Goodrich
Rt 2 Box 358
Moscow Lake, WA 98537

(Signature)

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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 being 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 lot 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 to 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 of 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. Two representatives of Pelican Point Co. until half the Pelican Point Addition #4 are originally sold; then one representative of Pelican Point Co. will remain on the committee.
- B. One representative to the Pelican Point Homeowners Association.
- C. After half of the Lots are originally sold, there will be one representative of the Pelican Point Addition #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 to it, or in any event,

*J.P.
JLC*

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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 these covenants are recorded, after which time the said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument 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.

These Amended Protective Covenants supercede those Protective Covenants Running With the Land, 18 May, 1986, Pelican Point Addition No 4 as recorded December 9, 1986 as Auditor's File No. 794262.

PELICAN POINT CO.:

Huckvale Goodrich
Karl I Goodrich
Karl I Goodrich

LOT 31 OWNERS:

Terry L. Cummings 2/13/87
Heidi M. Cummings 2/13/87

STATE OF WASHINGTON, {
County of Deand } ss.



On this day personally appeared before me HUCKVALE GOODRICH, IVOR K. GOODRICH, KARL I. GOODRICH, TERRY L. CUMMINGS, HEIDI M. CUMMINGS

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 13th day of Feb, 1987

Commission
Expires 11-1-80

Norman J. Haggard

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

TL-34 R1 8/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY

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