



CARDAN DEVELOPMENT L.L.C.
P.O. BOX 1061
MOSES LAKE, WA. 98837

**SAND CASTLE ESTATES, NO. 1, PHASE 1
PROTECTIVE COVENANTS:**

A Declaration of Protective Covenants executed by Cardan Development, LLC, (hereinafter referred to as "Declarant") was filed in the Office of the Auditor of Grant County, Washington, on FEB 11, 1999, as Auditor's File No. 104/412, substantially as follows:

PLAT BK 18 PAGES 97-98-99

WHEREAS, Declarant is the owner of the real property herein described;

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 charges 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 Cardan Development until all lots are sold and homes constructed thereon,



Sand Castle Estates, No. 1, Phase 1

2

NOW, THEREFORE, CARDAN DEVELOPMENT, 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 Sand Castle Estates, No. 1, Phase 1 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 Sand Castle Estates, No. 1, Phase 1.

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 Sand Castle, Phase I, Block 1 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.



Sand Castle Estates, No. 1, Phase 1

3

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 not more than two (2) stories in height above the main floor level, designed for occupation by not more than one family together with the outbuildings hereinafter permitted. To protect the view back of the bluff, no two (2) story houses allowed on Lot # 1 through Lot # 15.)

4.2 (a) Outbuildings or garages (not more than one (1) story in height appurtenant to a one-story dwelling house or two (2) stories in height appurtenant to a two story dwelling house) may be erected and maintained for the use of the owner or occupants of the building site upon which such outbuilding or garage is located. A garage may be incorporated in and made a part of a dwelling house or may be built as a separate structure with the approval of Cardan Development.

(b) Each outbuilding and garage shall conform generally in architectural design and exterior materials and finish to the dwelling house to which it is appurtenant.

(c) 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 of the principal structure permitted to be erected 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 Cardan Development. No building shall be constructed on said property except with written approval of Cardan Development.

4.4 Each dwelling house erected on said property, or any part thereof, shall face or front the principal frontage of the building site upon which it is located, such principal frontage is indicated on Sand Castle Estates, No. 1, Phase 1, as per plat.



Sand Castle Estates, No. 1, Phase 1

5

4.5 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 Cardan Development.

4.6 No dwelling house more than one (1) story in height shall have less than one thousand (1000) square feet on the main floor level and no less than one thousand eight hundred (1800) square feet total living space (exclusive of porches, patios, basements, cellars, and any garage incorporated in and forming a part of the house) shall be erected or maintained upon any building site.

On lots # 1 through # 15 (the bluff side)—no dwelling house can be a two story and shall be a minimum of one thousand eight hundred (1800) square feet. It is the intention of Cardan Development to approve architecturally aesthetic design elements rather than require strict residential sizes. The intent is to allow for the creation of a unique and lovely neighborhood.

4.7 The height of any building on lots # 1 through # 15 (the bluff side) shall not exceed seventeen (17) feet above mean elevation of the lot, or, if the mean elevation of the lot is more than five (5) feet lower than street level, then the height shall not exceed twelve (12) feet above mean street elevation at the curb.

4.8 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.

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.

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 Cardan Development, unless a complete set of plans and specifications therefore, including the exterior color scheme, together with a block plan indicating the exact location on the building site, shall have been submitted to and approved in writing by Cardan Development and a copy of such plans as finally approved deposited for permanent record with Cardan Development.
- 6.2 Such plans and specifications shall be submitted in writing for approval, over the signature of the owner of the building site or over the signature of his or her duly authorized agent, on a form satisfactory to Cardan Development. The approval of said plans and specifications may be withheld by reason of the reasonable dissatisfaction of Cardan Development with the grading plan, location of the structure on the building site, the color scheme, finish architecture, height, appropriateness of the proposed structure, the materials used therein, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of Cardan Development, would render the proposed structure inharmonious or out of keeping with the general plan of improvement of said property or with the other structures in the immediate vicinity.
- 6.3 Any changes from original approved plans and specifications must submitted and approved in writing by Cardan Development before implementing in house construction.
- 6.4 Cardan Development may ask, from time to time, for advice from the current or prospective homeowners, but all final decisions belong to Cardan Development.
- 6.5 The approval of Cardan Development 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 Cardan Development 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.
- 6.6 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

Sand Castle Estates, No. 1, Phase 1

7

other than as approved by Cardan Development, such alterations, erection, and maintenance shall make invalid the approval of Cardan Development and 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.

6.7 During construction process any agent or officer of Cardan Development may from time to time at any reasonable hour or hours enter and inspect any property subject to the jurisdiction of Cardan Development as to its compliance with the provisions hereof, and Cardan Development and/or any agent or officer thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection. Cardan Development may issue a certificate of completion and compliance as to any property so inspected and make and collect a fixed and uniform charge therefore.

6.8 The records of Cardan Development shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by Cardan Development showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to Cardan Development thereof, shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing, or insuring said title, or any lien thereon and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of Cardan Development. In any event after the expiration of one (1) year from the date of the issuance of a building permit by municipal or other governmental authority for any structure, work, improvement or alteration, said structure work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value be deemed to be in compliance with all the provisions hereof unless actual notice executed by Cardan Development of such noncompletion and/or noncompliance shall appear of record in the office of the County Recorder of Grant County, Washington, or legal proceedings, shall have been instituted to enforce completion and for compliance.

ARTICLE VII.

Setback and Location of Buildings.

Sand Castle Estates, No. 1, Phase I

8

7.1 Dwelling house erected on said property shall have a twenty-five (25') foot setback from streets as particularly specified in Plat of Sand Castle Estates, No. 1, Phase I according to County Code.

7.2 Uncovered porches, stoops or pergolas constituting a part of a dwelling house or outbuilding may not encroach into any setback area.

7.3 Dwelling houses shall have a setback of not less than twenty-five (25) feet from the rear lines of the building sites upon which they are respectively located.

7.4 Each dwelling house shall have a setback of not less than ten (10) feet 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 five (25) 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, not larger than eighteen (18) by twenty-four (24) inches, 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 easements and rights of way are more particularly set forth on the Plat of Sand Castle Estates, No. 1, Phase I.

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 It is the intention of Cardan Development that the property become a treed neighborhood. However tree height on bluff lots shall not exceed seventeen (17) feet above mean lot elevation or if the mean elevation of the lot is more than five (5) feet lower than the street level, twelve then the tree height shall not exceed (12) feet above mean street elevation at the curb.

Therefore Cardan Development will plant one ornamental dwarf tree on the center of each front lot line # 1 and # 4 -17 and one tree on the front lot line division between # 2 and # 3. Cardan Development will care for and maintain the above designated trees until any aforesaid lot is sold, then that individual tree care and maintenance will become the responsibility of the lot purchaser. If said trees subsequently die, it is the lot owners' responsibility to replace it with the same type and species of tree at the earliest, future planting season.

9.4 In addition, as part of the construction phase of each residence within the subdivision, and within one hundred twenty (120) days of the paving of the driveway for each residence, or issuance of a Certificate of Occupancy, or Conditional Certificate of Occupancy, the owner and/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. Owners 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 may be extended by Cardan Development 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 appliances shall not be permitted to remain outdoors, except lawn furniture in good repair. Any fences shall be kept repaired.

9.5 Membership in Pelican Point Park shall be maintained by each Sand Castle Estates, No. 1, Phase 1 Lot Owner subject to the current rates of Sixty dollars (\$60.00) per year as charged by Pelican Point Association and subject to any subsequent rate changes in the future.

ARTICLE X.

Construction of Conditions and Restrictions.

10.1 If, for any reason, it is uncertain which are front, side, or rear lines of any building site, or the restricted areas provided therefore, Cardan Development shall in all cases (except where such lines and restricted areas have been determined herein or in the contracts and deeds of Declarant) determine what are to be deemed such lines and restricted areas, and the decision of Cardan Development in respect thereto shall be final. Building sites situated on the real property described on Plat of Sand Castle Estates, No. 1, Phase 1 shall be deemed to have their principal frontage on the streets respectively designated in said plat as the streets on which such sites have their principal frontage.

10.2 Declarant may, in any case, prior to sale, determine what are to be deemed such lines and restricted areas, and particularly describe them in the contracts and deeds covering the building sites as to which such determination is made by Declarant.

10.3 If the setback of any building or the width or principal frontage of any building site be difficult to determine by reason of its irregular shape or otherwise, or if the extent or location of the side line setbacks require for any building by Article VII of this Declaration be uncertain, Cardan Development shall in all cases (except where the matter has been determined in the contracts and deeds of Declarant) determine what is to be deemed the principal frontage or the setback of such building or the width of such building site, or the extent and location of such sideline setbacks, as the case may be, and the decision of Cardan Development in respect thereof shall be final.

10.4 The setback of any building, or the width of any building site, or the location and extent of side line setbacks may, in any such case, be determined by the Declarant prior to sale and be particularly described in the contracts and deeds covering the lots or building sites as to which such determination is made by Declarant.

10.5 If two or more setback provisions of this Declaration as to the same street line and affecting the erection and maintenance of the same class of building are applicable to the same lot or building site, then the setback provision requiring the greater setback shall control.

10.6 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 XI.

Scope and Duration of Conditions, Restrictions and Charges.

11.1 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 as hereinafter provided and subject to the provisions of ARTICLE XIII. Hereof, until January 1, 2019 (provided, however, that the prohibition of 3.3 hereof shall be perpetual), and shall, as then in force, 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 limitation unless, within six (6) months prior to January 1, 2019, or within the six (6) months prior to the expiration of any successive twenty-year period thereafter, a 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 XII.

Cancellation and Annulment of Conditions, Restrictions, and Charges.

12.1 At any time after the first day of January 1, 2019, 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 (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 of 3.3 herein, by an instrument in writing, signed and acknowledged by said owners and recorded in the office of the Auditor of said County of Grant, Washington.

ARTICLE XIII.

Violation of Conditions and Restrictions.

13.1 Violation of any of the conditions or restrictions herein contained shall give to Declarant and/or Cardan Development the right to enter upon the property upon 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.

13.2 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 XIV.

Right to Enforce.

14.1 The provisions contained in this Declaration shall bind and inure 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 XV.

Sand Castle Estates, No. 1, Phase 1

13

Assignment of Powers.

15.1 Any or all of the rights and powers and reservations of Declarant herein contained may be assigned to Cardan Development or 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.

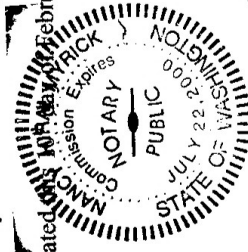
IN WITNESS WHEREOF, CARDAN DEVELOPMENT, LLC, a limited liability corporation, has caused its corporate name to be hereunto subscribed by its officers and/or agent thereunto duly authorized to be hereunto affixed, this 10th day of February, 1999.

Dwight Carr 2/10/99
Agent of Cardan Development, LLC Date

STATE OF WASHINGTON }
County of Shelton } ss.

I certify that I know or have satisfactory evidence that Dwight Carr is the person who appeared before me, and said person acknowledged that he signed this instrument on oath that he is authorized to execute the instrument and acknowledge it as the authorized agent of Cardan Development, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 10th day of February, 1999



Nancy Hirai Myrick
Name: Nancy Hirai Myrick
Notary Public, State of Washington
My Commission Expires: 7/22/00