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STEVENS COUNTY AUDITOR

At request of
Robert D. Skidmore
Colville, WA 99114
WILLIAM E. PROVOST
COUNTY AUDITOR

Kevin Leach
Deputy
Mail to filer
\$11.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made
March 12, 1987, by OTTO H. RAINER and GERALDINE L.
RAINER, husband and wife; JONATHAN M. RAINER and JACQUE L. RAINER,
husband and wife; DALE G. BUELL and JANETTE A. BUELL, husband and wife;
and KEITH P. MILLER and MARY MILLER, husband and wife,,

A. That the said parties are owners of the following lots in
DOMINION HEIGHTS DIVISION NO. 5, Stevens County, Washington, according
to Plat recorded in Book E of Plats, page 32, recorded November 10,
1986, under auditor's file No. 8605985:

OTTO H. RAINER and GERALDINE L. RAINER - Lots 1, 5, 7, 8,
9 and 10.

JONATHAN M. RAINER and JACQUE L. RAINER - Lots 2 and 3.

DALE G. BUELL and JANETTE A. BUELL - Lot 4.

KEITH P. MILLER and MARY MILLER - Lot 6.

B. It is the desire and intention of the Declarants to
establish a uniform building plan and uniform plan or scheme of improve-
ment for the benefit of all of the units or lots or lands in DOMINION
HEIGHTS SUBDIVISION.

C. The purpose of these restrictions is to insure the use of
the property for attractive residential purposes only, to prevent
nuisances, to prevent the impairment of the attractiveness of the property,
and to maintain the desired tone of the community, and thereby to secure
to each site owner the full benefit and enjoyment of his home, with no
greater restriction on the free and undisturbed use of his site than is
necessary to insure the same advantages to the other site owners.

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NOW, THEREFORE, OTTO H. RAINER and GERALDINE L. RAINER, husband and wife; JONATHAN M. RAINER and JACQUE L. RAINER, husband and wife; DALE G. BUELL and JANETTE A. BUELL, husband and wife; and KEITH P. MILLER and MARY MILLER, husband and wife, fee owners of the following described real property located in the City of Colville, County of Stevens, State of Washington, same being the real property now duly platted as DOMINION HEIGHTS, DIVISION NO. 5:

A subdivision of the City of Colville, as recorded in Book E of Plats, page 32, under Stevens County Auditor's file No. 8605985, on November 10, 1986.

hereby make the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting the subdivision may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, and shall be binding on all parties and all persons claiming under them, or otherwise having or acquiring any right, title or interest in any of the lots or tracts in the subdivision, and for the benefit of all future owners in the subdivision.

1. No lot shall be used for other than residential purposes.
2. No permanent building or structure whatever except a private, single family dwelling house with an enclosed private double attached or detached garage shall be erected, placed or permitted on a tract or lot. Additional garage space may be incorporated in or made a part of the dwelling house.
3. No trailer, mobile or motor home, basement, tent, garage or other structure or outbuilding, other than a private, single family dwelling house, placed or erected on a lot or tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
4. No building or structure shall be moved onto lot, tract

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or land in the subdivision from any land outside of the subdivision. No trailers shall be maintained on any building site prior to the erection of a dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the storing of tools and other articles.

5. Any dwelling or structure erected or placed on any lot in this plat shall be completed as to external appearance, including finish painting within nine months from the date of start of construction except for reasons beyond the control of the owner.

6. No sign of any kind shall be displayed to the public view on any lot or tract, except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or tract, except that dogs, cats or other household pets may be kept; PROVIDED, they are not kept, bred or maintained for any commercial purposes.

8. No owner or purchaser of any lot shall permit any vehicle which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within this plat for a period in excess of forty-eight (48) hours. A vehicle shall be deemed to be in an extreme state of disrepair when a reasonable person would deem its presence as offensive to the reasonable sensibilities of the owners and occupants of this plat.

9. No single family dwelling shall be permitted on any lot with a main floor area of the main structure, exclusive of open porches, and garages, of less than one thousand (1,000) square feet.

10. Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed, owned, operated and maintained in good condition by the owner of the residence.

11. All roofs on residence dwellings in the subdivision shall be covered with cedar shakes, or with other material of substantially similar quality if the architectural style of the residence dwelling is inappropriate for a cedar shake roof. All garages or other outbuildings on any lot or tract shall be of construction and architectural type substantially similar to the residence dwelling thereon. No permanent residence or structure of any kind of what is commonly known as "boxed" or "sheetmetal" construction shall be built or placed on a lot or tract in the subdivision. No metal roofing shall be allowed on any permanent structure located on a lot or tract.

12. Supplemental plantings shall be required on each lot or tract in the subdivision to screen objectionable views, provide adequate shade, and to provide a suitable landscaped setting for each residence dwelling. Each lot or tract owner or purchaser shall plant at least two (2) ornamental trees on each lot. The installation of the trees shall be the responsibility of the builder who shall guarantee their growth for at least one (1) year from the date of commencement of construction of a residence dwelling on the lot. The builder shall be responsible for normal maintenance and care of the shrubs and grass until the residence dwelling is occupied by the purchaser or owner.

13. On-site parking provisions for no less than two (2) automobiles shall be provided in addition to garage automobile storage.

14. A lot owner shall at no time keep or permit to be kept on their premises any house, trailer, truck, camper, mobile home or boat trailer, unless housed within a garage or suitably screened from view

from the street or public view.

15. No garbage, refuse, rubbish or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any property in said subdivision until the owner is ready to commence construction, and then such materials shall be placed within the property line of the building site upon which structures are to be erected, and shall not be placed in the street.

16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. The twenty (20) foot alley adjacent to Lots 1 through 10 shall be at all times maintained and kept unobstructed in accordance with the terms of City of Colville Ordinance 741 N.S., Section 3.020, as the same now exists or is hereafter amended.

18. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in the subdivision, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of a majority of the lots or tracts has been recorded, agreeing to change the covenants in whole or part. Unless otherwise agreed by the parties having an interest in any lot, the "owner" shall be the party holding fee title, except in the case of a real estate contract or successive contracts, the last contract purchaser in the chain of title shall be deemed the "owner".

19. Any and all persons who now may own, or who may hereafter

property in the subdivision are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to obtain injunctions or recover any damages suffered by them from any violation thereof.

20. Each and all of the covenants, conditions and restrictions contained herein shall be deemed and construed to be continuing and no waiver of or failure to enforce a breach of any of the covenants, conditions and restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions and restrictions.

21. If any covenant, condition or restriction contained herein, or any portion thereof, is invalidated or voided, by court order or otherwise, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

22. These covenants and restrictions shall be deemed in addition to local, county or municipal regulations or ordinances, but the same shall not be deemed to replace such applicable county or municipal regulations or ordinances now existing or as may hereafter be adopted where the same are not in conflict with this declaration and statement of restrictive covenants.

IN WITNESS WHEREOF the undersigned have affixed their signatures.

Otto H. Rainer
Otto H. Rainer

Geraldine L. Rainer
Geraldine L. Rainer

Dale G. Buell
Dale G. Buell

Janette A. Buell
Janette A. Buell

Jonathan M. Rainer
Jonathan M. Rainer

Jacques L. Rainer
Jacques L. Rainer

Keith P. Miller
Keith P. Miller

Mary Miller
Mary Miller

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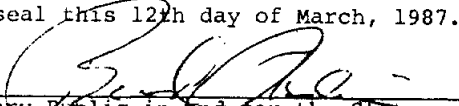
STATE OF WASHINGTON)

SS.

County of Stevens)

On this day personally appeared before me Otto H. Rainer and Geraldine L. Rainer, husband and wife, Jonathan M. Rainer and Jacque L. Rainer, husband and wife, Dale G. Buell and Janette A. Buell, husband and wife, and Keith P. Miller and Mary Miller, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of March, 1987.


Notary Public in and for the State
of Washington, residing at Colville.