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 2 State of Washington, County of Stevens, ss.
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4 At request of Collins & Blake
 5 Colville, Wa. 99114

6 **VIRGINIA M. JENSEN**
 7 County Auditor

Deputy

8 *Deeann Ditcham*

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11 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

12 THIS DECLARATION of covenants, conditions and restrictions
 13 made July 1, 1975, by OTTO H. RAINER and GERALDINE L.
 14 RAINER, husband and wife.

15 A. OTTO H. RAINER and GERALDINE L. RAINER, husband
 16 and wife, are the owners of the following described real estate,
 17 to-wit:

18 Lots 1 through 25 inclusive of DOMINION HEIGHTS,
 19 DIVISION NO. 1, according to plat recorded in
 20 Book D of Plats, page 21, under Stevens County
 21 Auditor's file No. 438492, on June 25, 1975.

22 B. It is the desire and intention of the Declarants
 23 to establish a uniform building plan and uniform plan or scheme
 24 of improvement for the benefit of all of the units or lots or
 25 lands in DOMINION HEIGHTS SUBDIVISION.

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

34 NOW, THEREFORE, OTTO H. RAINER and GERALDINE L. RAINER,
 35 husband and wife, fee owners of the following described real
 36 property located in the City of Colville, County of Stevens,
 37 State of Washington, same being the real property now duly
 38 platted as DOMINION HEIGHTS, DIVISION NO. 1:

39 A subdivision of the City of Colville, as
 40 recorded in Book D of Plats, page 21, under
 41 Stevens County Auditor's file No. 438492, on
 42 June 25, 1975

43 hereby make the following declarations as to limitations,
 44 restrictions and uses to which the lots or tracts constituting

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COLVILLE, WASHINGTON 99114

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1 the subdivision may be put, and hereby specify that such
 2 declarations shall constitute covenants to run with all the land,
 3 and shall be binding on all parties and all persons claiming
 4 under them, or otherwise having or acquiring any right, title or
 5 interest in any of the lots or tracts in the subdivision, and for
 6 the benefit of all future owners in the subdivision.

7 1. No lot shall be used for other than residential
 8 purposes.

9 2. No permanent building or structure whatever except
 10 a private, detached single family dwelling house with an enclosed
 11 private double garage shall be erected, placed, or permitted on
 12 a tract or lot. Where it is architecturally possible, all
 13 garages shall be incorporated in or made a part of the dwelling
 14 house.

15 3. No trailer, mobile or motor home, basement, tent,
 16 garage or other structure or outbuilding, other than a private,
 17 detached single family dwelling house, placed or erected on a
 18 lot or tract shall at any time be used as a residence temporarily
 19 or permanently, nor shall any structure of a temporary character
 20 be used as a residence.

21 4. No building or structure shall be moved onto lot,
 22 tract or land in the subdivision from any land outside of the
 23 subdivision. No trailers shall be maintained on any building
 24 site prior to the erection of a dwelling house theron, except
 25 that a garage or other small building of permanent construction
 26 may be erected for the storing of tools and other articles.

27 5. Any dwelling or structure erected or placed on
 28 any lot in this plat shall be completed as to external appearance,
 29 including finish painting within nine months from the date of
 30 start of construction except for reasons beyond the control of
 31 the owner, in which case a longer period may be permitted by the
 32 Architectual Control Committee.

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

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

42 8. Before any building is erected, placed or altered
 43 upon any lot or tract, notice of intent to build or locate such

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1 structure shall be filed with the ARCHITECTURAL CONTROL COMMITTEE.
 2 The ARCHITECTURAL CONTROL COMMITTEE, within five days from receipt
 3 of such notice, may require the submission by the applicant or
 4 owner of the construction plans and specifications and a plan
 5 showing the location of the structure; in the event of such
 6 requirement, no building shall be erected, placed or altered upon
 7 any such lot until the plans have been approved by the ARCHITECTURAL
 8 CONTROL COMMITTEE as to quality of workmanship and materials,
 9 harmony of external design with existing structures, and building
 10 setback and basic floor plan, and with respect to topography and
 11 finished grade elevation. No fence, wall or hedge shall be
 12 placed or erected upon any lot in excess of a height of six feet
 13 above the ground; PROVIDED, no fence, wall or hedge shall be
 14 permitted between the forward portion of the house and the
 15 roadway right of way, except that decorative fences having a
 16 height not exceeding three feet may be constructed in said areas.
 17 This does not include screen plantings in harmony with native
 18 vegetation in the area. The decision of the ARCHITECTURAL CONTROL
 19 COMMITTEE shall be final and binding upon all parties.

20 9. The ARCHITECTURAL CONTROL COMMITTEE shall be .
 21 composed of three members to be appointed by OTTO H. RAINER. At
 22 the time all lots in DOMINION HEIGHTS DIVISION NO. 1 have a
 23 residence constructed thereon, the duties of the ARCHITECTURAL
 24 CONTROL COMMITTEE shall cease.

25 10. No owner or contract purchaser of any lot shall
 26 permit any vehicle owned by him or by any member of his family
 27 or by an acquaintance, and which is in an extreme state of dis-
 28 repair, to be abandoned or to remain parked upon any street
 29 within the existing property for a period in excess of forty-
 30 eight (48) hours. Should any such owner or contract purchaser
 31 fail to remove such vehicle within two (2) days following the
 32 date on which notice is mailed to him by the ARCHITECTURAL CONTROL
 33 COMMITTEE informing him of a violation of this provision, the
 34 ARCHITECTURAL CONTROL COMMITTEE may have such vehicle removed
 35 and charge the expense of removal to said owner or purchaser. Any
 36 such charge shall become a continuing lien on the property, which
 37 shall bind the property in the hands of the then owner
 38 of contract purchaser, and his successors in interest. Such
 39 charge shall also be a personal obligation of the one who
 40 is the owner or contract purchaser of the lot involved on the
 41 date of removal. A vehicle shall be deemed to be in an extreme
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1 state of disrepair when in the opinion of the ARCHITECTURAL
 2 CONTROL COMMITTEE its presence offends the reasonable sensibilities
 3 of the occupants of the neighborhood.

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

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

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

23 14. Supplemental plantings shall be required on each
 24 lot or tract in the subdivision to screen objectionable views,
 25 provide adequate shade, and to provide a suitable landscaped
 26 setting for each residence dwelling. Each lot or tract owner
 27 or purchaser shall plant at least two (2) ornamental trees on
 28 each lot. The installation of the trees shall be the responsi-
 29 bility of the builder who shall guarantee their growth for at
 30 least one (1) year from the date of commencement of construction
 31 of a residence dwelling on the lot. The builder shall be
 32 responsible for normal maintenance and care of the shrubs and
 33 grass until the residence dwelling is occupied by the purchaser
 34 or owner.

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

38 16. Except with the approval of the ARCHITECTURAL
 39 CONTROL COMMITTEE a land owner shall at no time keep or permit to
 40 be kept on their premises any house, trailer, truck, camper,
 41 mobile home or boat trailer, unless housed within a garage or
 42 suitably screened from view from the street or public view.
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1 17. No garbage, refuse, rubbish, or cuttings shall be
 2 deposited on or left on the lot premises unless placed in an
 3 attractive container suitably located and screened from public
 4 view. No building material of any kind shall be placed or stored
 5 upon any property in said subdivision until the owner is ready to
 6 commence construction, and then such materials shall be placed
 7 within the property line of the building site upon which
 8 structures are to be erected, and shall not be placed in the
 9 street.

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

13 19. These restrictions shall operate as covenants
 14 running with the land for the benefit of any and all persons who
 15 now may own, or who may hereafter own, property in the subdivision,
 16 for a period of thirty (30) years from the date these covenants
 17 are recorded, after which time said covenants shall be automatically
 18 extended for successive periods of ten (10) years unless an
 19 instrument signed by a majority of the then owners of the lots or
 20 tracts has been recorded, agreeing to change the covenants in
 21 whole or in part.

22 20. Any and all persons who now may own, or who may
 23 hereafter own, property in the subdivision are specifically given
 24 the right to enforce these restrictions through any proceedings,
 25 at law or in equity, against any person or persons violating or
 26 threatening to violate such restrictions, and to recover any
 27 damages suffered by them from any violation thereof.

28 21. Each and all of the covenants, conditions and
 29 restrictions contained herein shall be deemed and construed to
 30 be continuing and no waiver of or failure to enforce a breach of
 31 any of the covenants, conditions and restrictions herein
 32 contained shall be construed to be a waiver of any other breach
 33 of the same, or other covenants, conditions and restrictions.

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

38 23. These covenants and restrictions shall be deemed
 39 in addition to local, county or municipal regulations or ordin-
 40 ances, but the same shall not be deemed to replace such applicable
 41 county or municipal regulations or ordinances now existing or as
 42 may hereafter be adopted where the same are not in conflict with
 43 this declaration and statement of restrictive covenants.

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1 IN WITNESS WHEREOF the undersigned have affixed their
 2 signatures.
 3

4 Otto H. Rainer
 5 Otto H. Rainer
 6

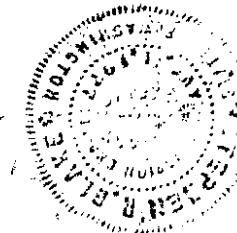
7 Geraldine L. Rainer
 8 Geraldine L. Rainer
 9

10 STATE OF WASHINGTON)
 11 : ss.
 12 County of Stevens)
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14 On this day personally appeared before me Otto H.
 15 Rainer and Geraldine L. Rainer, husband and wife, to me known
 16 to be the individuals described in and who executed the within
 17 and foregoing instrument, and acknowledged that they signed
 18 the same as their free and voluntary act and deed, for the uses
 19 and purposes therein mentioned.
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21 GIVEN under my hand and official seal this 2nd day
 22 of July, 1975.
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24 Sig. R. Blair
 25 Notary Public in and for the State of
 26 Washington, residing at Colville.
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