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STEVENS COUNTY, WASHINGTON

TIM GRAY, AUDITOR

AALLEN

Return to: Scott Christensen  
14555 McLean  
Mount Vernon, WA 98273

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CTC-30825

Document Type: Declaration of Covenants, Conditions and  
Restrictions

Grantor(s): Scott E. Christensen and Christine D. Christensen

Grantee(s): The Public

Abbreviated Legal: Portion of Sections 23 and 24 of Township  
39, Range 38 E.W.M.

Parcel No.: 2005901, 2006225, 2006230, 2004500,  
2006200, 2004400, 2004100, 2003000

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**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR CROWN CREEK RANCH**

This Declaration is made this 23 day of <sup>AUG</sup> ~~May~~, 2007, by Scott E. Christensen and Christine D. Christensen, husband and wife, the owners of all of the parcels identified above with Stevens County Assessor's Tax Parcel Numbers, and which are more particularly described by legal descriptions contained within the attached Exhibit A, which by this reference is incorporated herein. It is made for the purpose of enhancing and protecting the value and desirability of these parcels. In this Declaration, we declare that from this time forward, all of the property described herein and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions. Moreover, these declarations shall be known by all owners, their heirs, successors and assigns, having any right, title or interest to the property, to run with the land for the benefit of each parcel and of the cluster of parcels here identified.

**Definitions** For purposes of this Declaration, certain words shall be defined as follows:

a) "Owners" shall mean and refer to the record owner, whether one or more person(s) or entity(ies) which has any right, title or interest in any parcel whether by deed or contract;

b) "Parcel" shall mean and refer to any parcel of land as identified or described herein. Parcel shall also refer to smaller parcels which may be created as a result of future subdivisions of any portion of the property;

c) "Crown Creek Gorge" which may also be referred to as "The Gorge", is the geographical feature upon the land created over time by the erosive effects of Crown Creek. It

extends away from the invert of the creek bottom of Crown Creek upwards to the outside rim radius plus twenty five feet (25') where the land is unaffected by the historical erosive water effect of the creek.

I. **Residence Restriction** - No building whatsoever, except a private, single family dwelling house (or recreational use cabin) with the necessary outbuildings, including a private garage, barn with out-structures (e.g., corrals, etc.), hay rick, shall be erected, placed or permitted upon each parcel for private residential use only. If, however, ownership to sixty (60) contiguous acres or more is held in a single ownership, then a hunting lodge may be built and commercially operated.

II. **Trash** - No trash, garbage, ashes, refuse, ruins, disabled vehicle(s), unused cars, trucks, farm or industrial equipment or materials shall be thrown, dumped, placed, disposed of, stored or permitted to remain on any land or parcel.

III. **Animals** - Domestic animals, dogs, cats, fowl, common household pets, cattle, horses and common livestock may be kept, quartered or maintained on any parcel, on a limited basis as long as the limited quantity is appropriate; provided, however, that no domestic cat is allowed outside the house and no vicious dogs or dogs which are of the breed, or any part in cross-breed, the following: Pit Bull, Mastiff, Great Pyrenees, Doberman, St. Bernard, Great Dane or Akita. There shall be no dog which barks incessantly. All livestock and pets must be contained within the boundary of the parcel owner.

IV. **Business Activity** - No retail, commercial, or industrial business (or storage for same) nor any noxious or offensive trade or illegal activity shall be conducted upon any parcel. This restriction shall not prevent the rental or lease of any residence thereon as a single family

dwelling. Similarly, home-based businesses shall be allowed that do not create customer traffic nor outside storage of materials or equipment; and are strictly contained within the residence.

V. **Crown Creek** - The creek shall not be altered, dammed, or excavated in any way; except, however, reasonable domestic use of the water is permissible, if consistent with Washington law.

VI. **The Gorge** - Use of The Gorge is limited to foot-traffic or horseback riding. No other use is permitted. Specifically excluded is the grazing or watering of any livestock, cutting of trees, fires, the riding-driving-running-operating any vehicle with an internal combustion engine (except maintenance-emergency-fire fighting vehicles and equipment) . A house structure may be placed upon The Gorge rim and within The Gorge up to fifty feet (50') of Gorge outermost rim line.

VII. **Set back** - No building shall be located on any parcel nearer than fifty feet (50') from any easement (except utility) nor parcel line.

VIII. **Partitioning** - No parcel shall be partitioned or otherwise subdivided in less than ten (10) acre parcels.

IX. **Gates** - Gates or other obstruction(s) may be placed upon road easements which would not obstruct access by any party to their respective properties.

X. **Speed Limit** - The speed limit for any common easement or parcel shall be ten (10) miles per hour.

XI. **Game Fences** - There shall be no game fences except for garden protection at the immediate site of the garden.

XII. **Dedication of Easements** - Utilities may be buried within sixty (60) foot road right-

of-way and as close to the constructed road within the right-of-way as is reasonably possible.

The parcel owners are granted the right of beneficial use of easements herein described and as described by other instruments of record including the right to maintain, develop and construct said road and utilities. The surface of the roadway shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary. The nature of the work contemplated by this Agreement is periodic grading, graveling, cleaning, opening and establishing culverts or ditches for appropriate drainage. The scope of the work contemplated herein does not include snow removal and substantial road improvements of a more permanent or expensive nature such as paving, curbs, gutters, or sidewalks. The cost of any maintenance contemplated by this Agreement shall be borne by each parcel owner in proportion to their usage of the roadway: e.g., the number of parcel owners who use the roadway shall share equally on a declining basis such that no parcel owner shall be obliged to share in the cost of maintenance of the roadway and utilities beyond that portion of their property that is necessary for the use and enjoyment of their property.

Any road work exceeding \$150.00 per parcel per year must receive prior approval from a majority of the parcel owners. "Majority" shall be defined as at least two-thirds (2/3) of the parcel owners. Any owner may initiate road or utility work by circulating, among the parcel owners, a written notice by certified mail explaining the nature of the work and cost. Upon receipt of written approval of a majority of the parcel owners, such work may be ordered. If within fifteen (15) days of receipt of the certified letter explaining the nature of improvements an owners has not responded, it shall be deemed consent. The cost of improvements shall be due upon completion or as otherwise mutually agreed. Any road/maintenance expenses incurred and

unpaid by a parcel owner shall after thirty (30) days of completion, become a lien against their parcel, subject to judicial foreclosure, and shall accrue interest at the rate of twelve percent (12%) per annum. The cost of any work described herein shall be borne by the owners of each parcel in proportion to their usage of the roadway as described above except: any parcel owner may, at their own expense, and at their discretion, contract for road maintenance or utility work to be done without the consent of the remaining parcel owners.

In the event any parcel owner, by the use of any roadway, causes a roadway or the utilities to be damaged or subject to other than usual, ordinary and reasonable wear, that parcel owner shall have the obligation to restore the roadway or utility to the condition existent prior to such use and bear the expense individually.

**XIII. Enforcement** - Any parcel owner (identified) shall have the right to enforce, by any proceeding at law or in equity any or all of these covenants, restrictions, easements, or conditions. Invalidation of any of these covenants shall in no way affect any other which shall remain in full force and effect.

Dated this 23 day of <sup>Aug</sup> May, 2007



Scott E. Christensen



Christine D. Christensen

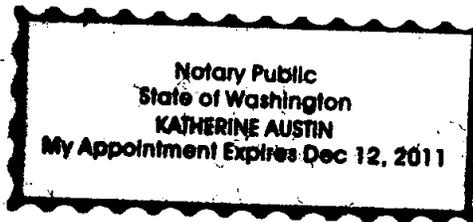
State of Washington )

County of SILAGIT )

On 8/23/07 before me, Katherine Austin, personally appeared, Scott and Christine Christensen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies).

Witness my hand and official seal.

Katherine Austin  
Notary Public Signature



CHRISTENSEN LEGAL DESCRIPTIONS:

1. Lot T-A of Short Plat No. SP 8-83, located in Government Lot 4 of Section 22 and Government Lot 6 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, according to plat recorded March 8, 1984, under Auditor's File No. 534407, as amended by document recorded June 5, 2007, under Auditor's File No. 20070006062.
2. Lot T-B of Short Plat No. SP 8-83, located in Government Lot 4 of Section 22 and Government Lot 6 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, according to plat recorded March 8, 1984, under Auditor's File No. 534407, as amended by document recorded June 5, 2007, under Auditor's File No. 20070006062.
3. Lot T-C of Short Plat No. SP 8-83, located in Government Lot 6 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, according to plat recorded March 8, 1984, under Auditor's File No. 534407, as amended by document recorded June 5, 2007, under Auditor's File No. 20070006062.
4. Lot T-D of Short Plat No. SP 8-83, located in Government Lot 6 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, according to plat recorded March 8, 1984, under Auditor's File No. 534407, as amended by document recorded June 5, 2007, under Auditor's File No. 20070006062.
5. The North 550 feet of that part of Government Lots 2 and 5 of Section 22, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, lying east of Flat Creek Connection Road No. 615, also known as Lael Road.  
Also, the North 550 feet of that part of Government Lot 7 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, lying west of the centerline of Crown Creek as presently located.
6. That part of Government Lots 2 and 5, and the NE1/4 of the SE1/4 of Section 22, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, lying north and east of Flat Creek Connection Road No. 615, also known as Lael Road.  
EXCEPT the North 550 feet thereof;  
ALSO, that part of Government Lot 7 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, lying west of the centerline of Crown Creek as presently located.  
EXCEPT the North 550 feet thereof;  
AND EXCEPT the South 300 feet of the West 800 feet thereof.
7. The South 720 feet of the E1/2 of Government Lot 6 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington.  
EXCEPT the South 60 feet thereof.
8. Government Lot 5 and the E1/2 of Government Lot 6 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington.  
EXCEPT the South 720 feet of Government Lot 6 thereof.  
Also, Government Lot 2 in Section 15 and Government Lot 3 in Section 22, ALL in Township 39 North, Range 38 East, W.M., in Stevens County, Washington.
9. That portion of the E1/2 of Government Lot 2 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, lying North of Clark County Road No. 1430.

10. The W1/2 of Government Lot 2 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington.
11. That part of Government Lot 7 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington, lying east of the centerline of Crown Creek as presently located.  
SUBJECT TO an easement for ingress, egress and utilities, over the East 60 feet of the North 60 feet thereof.  
Also, the South 60 feet of the E1/2 of Government Lot 6 of Section 23, Township 39 North, Range 38 East, W.M., in Stevens County, Washington.