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**DOCUMENT TITLE(S)**

1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PHEASANT RIDGE ESTATES

106065  
②

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

Additional numbers on page \_\_\_\_\_ of document

**GRANTOR(S):**

1. PHEASANT RIDGE ESTATES
2. MARK W. BEARDSLEE
- 3.

Additional names on page \_\_\_\_\_ of document

**GRANTEE(S):**

1. PUBLIC
- 2.
- 3.

Additional names on page \_\_\_\_\_ of document

**LEGAL DESCRIPTION:**

Lot-Unit:                      Block:                      Volume:                      Page:  
Section: 14, 15                      Township: 35                      Range: 39  
Plat Name:

Additional legal description is on page 13 of document

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):**

193360 AND 193361.

Additional legal description is on page \_\_\_\_\_ of document

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

OFF. VOL. 390 PAGE 1042

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PHEASANT RIDGE ESTATES**

This Declaration of Covenants, Conditions and Restrictions, effective as of the 24<sup>th</sup> day of Feb., 2009, is made by Pheasant Ridge Estates, LLC, by Mark W. Beardslee, Managing Member, hereinafter referred to as "declarants".

**WITNESSETH,**

**WHEREAS**, the declarants are owners of certain property in Stevens County, State of Washington, which property is more particularly described on Exhibit "A" attached hereto, and as said property is mapped as set forth in the Preliminary Plat of Pheasant Ridge Estates, attached as Exhibit "B", hereinafter referred to as the "property"; and

**WHEREAS**, the declarants have subdivided the property into separate lots compromising the "development", subject to the terms and conditions hereof; and

**WHEREAS**, the property is situated adjacent to Dominion Meadows Golf Club, which will afford certain benefits to lot owners therein; and

**WHEREAS**, the declarants intend, by this document, to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said lots and the owners thereof.

**NOW, THEREFORE**, the declarants hereby declare that the property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PHEASANT RIDGE ESTATES LONG PLAT - Page 1**

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easements, all of which are for the purpose of enhancing and protecting the value of the property and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon the declarants and their successors in interest and assigns, and all of the parties having or acquiring any rights, title or interest in or to the part of the property in the development.

## I. DESCRIPTION OF PROPERTY AND NAME

1.1 The property subject to the covenants, restrictions and declarations of this document is legally described on Exhibit "A" attached hereto and incorporated herein by this reference. The name of this development shall be "Pheasant Ridge Estates". The plat map of the development is attached as Exhibit "B".

1.2 Lots one (1) through seven (7) are hereby designated as lots that shall be allowed to be developed on a single lot, or in some combination of lots, as a Planned Unit Development (PUD). Such a development may involve condos, townhouses or other such multi-family unit development of density and height levels that have not yet been determined. Such high density use is hereby expressly allowed on Lots 1 through 7. To the extent that the covenants and restrictions set forth herein are not compatible with such future PUD development, they shall not apply to lots 1 through 7.

## II. USE RESTRICTIONS

2.1 General Covenants. Restrictions shall not be taken as permitting any action or anything prohibited by applicable zoning laws or laws, rules or regulations of any governmental authority or specific restrictions imposed by any deed. In the event of any conflict, the most restrictive provision of the laws, rules, regulations, deeds, or covenants shall be taken to govern and control.

2.2 Restriction Against Manufacturing or Commercial Enterprise. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lawn, or within any building located on a residential lot. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office or work place which allows work to be conducted at home through telephonic or internet means so long as there are no customer or client visits at or to the residence, and there is no signage placed upon the lot to advertize the

### DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PHEASANT RIDGE ESTATES LONG PLAT - Page 2

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existence of such business endeavor. A yard sale shall be allowed no more frequently than two times per year. Grantors or persons authorized by grantors may use a lot(s) for development and sales activities relating to the property, model homes, or real estate sales. The rental of a lot and the improvements thereon for residential purposes shall be allowed.

### 2.3 Land Use and Building Type.

2.3.1 No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and attached private garage, and one additional auxiliary structure, garage or shop which matches the architecture of the main residence, to be situated adjacent to the residence.

2.3.2 All dwellings shall be single family residential dwellings only and shall have a minimum of fourteen hundred (1,400) square feet of finished living area on the main floor, not counting the basement. If the dwelling unit contains more than one story, the minimum square footage of living area above grade shall be 1600 sq. ft., and the minimum square footage on the first (ground) floor shall be 1000 sq. ft.

2.3.3 Each house shall have a minimum capacity to store three (3) cars inside, either in an attached garage or in a garage/ auxiliary structure, or combination of the two. There can be no less than 720 square feet of storage area combined in the garage and/ or auxiliary structure.

2.3.4 No mobile homes or double wide mobile homes shall be allowed.

2.3.5 Each residence shall blend in with the environment and earth tone colors shall be emphasized, with trim colors that are compatible with the primary earth tone color.

2.3.6 Roofing. No shake roofs shall be allowed on any residence in the development and only fire retardant roofing shall be utilized.

2.3.7 Provided that a proper signal can be received, all satellite dishes for digital television and/ or internet service shall be hidden out of view to the greatest extent possible, and placed where practicable to the rear of the residence and out of view from the street.

2.3.8 Within 12 months of the completion of construction, a minimum of two shade trees shall be placed in the front of the lot between the street and the residence.

2.4 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

2.5 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PHEASANT RIDGE ESTATES LONG PLAT - Page 3**

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for sale or rent, or signs used by a builder to advertise the property during the course of construction and sales. Yard sale signs allowed on the day of the sale.

2.6 Construction Time Lines.

2.6.1 Any dwelling structure erected or put upon any lot in the development shall be completed as to exterior structure and appearance, including exterior finish painting, within twelve (12) months of the date of commencement of construction.

2.6.2 All landscaping must be completed within twenty-four (24) months of commencement of construction.

2.7 Animals. Livestock or poultry of any kind may not be raised, bred, or kept on any lot. Cats, birds, dogs or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purposes. Any animals not restricted shall be properly sheltered and cared for. Dogs shall be leashed or penned and not allowed to run loose except under close supervision. Dogs shall not be allowed to bark so as to become an annoyance or nuisance to the neighborhood.

2.8 Nuisance. No noxious or other offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood, including obnoxious lighting, glare, noise or odor. Noxious weeds shall be controlled to prevent spreading.

2.9 Recreational Vehicles. Recreational vehicles, including boats, personal water craft, golf carts, motorcycles, all terrain vehicles, snowmobiles, and similar vehicles must be stored in an attached enclosed garage or auxiliary structure, or otherwise screen from view by neighbors.

2.10 Fencing. All fencing must be approved by the Architectural Control Committee herein designated, and shall not exceed four (4) feet in height, without prior approval of the Architectural Control Committee.

2.11 Entry Posts and Lighting. Each entrance driveway into the residence shall have a rock mounted entry post which shall also have a light which shall provide dusk to dawn illumination. Said light shall be no less than 50 watts nor more than 150 watts. The entry post shall also have back lighted house address numbers. All other exterior lighting shall be indirect and/ or pointed toward the residential structure.

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2.12 General Maintenance. Each owner of a lot shall maintain all improvements thereon in good and sufficient repair, and shall keep the improvements thereon painted or stained, lawns cut, shrubbery trimmed, rubbish and debris removed, weeds cut, and otherwise maintain the same in a neat and aesthetically pleasing condition. All vacant lots shall be maintained in a good orderly manner keeping vegetation cut and not allowing any rubbish or debris to accumulate thereon.

2.13 Vehicles. No vehicle in excess of eight thousand (8,000) pounds gross weight (including campers, motor homes, business, boats, trucks and trailers of any description) used for private purposes may be kept, parked, stored or dismantled or repaired outdoors on any residential lot or on any adjacent street within the development. No owner shall permit any vehicle owned by him or any member of his family or any acquaintance which is in an extreme state of disrepair to be abandoned or remain parked upon their lot or upon any street within the development for a period in excess of forty eight (48) hours. Each lot shall accommodate parking for at least one guest. Exception: Guest may park motor home on lot not to exceed two weeks per year.

### III. ASSOCIATION, ADMINISTRATION AND VOTING RIGHTS

3.1 The declarants hereby authorize the formation of an association of homeowners of owners of lots in the development. Such an association may either be established by the declarants at any time within ten (10) years of the recording date of this declaration or by an affirmative vote of not less than two-thirds (2/3) of the property owners in the development. The declarants reserve the right to form such an association and establish a nonprofit legal entity, hereinafter referred to as "association", for the purpose of conducting the common business of the homeowners. In the event the association established either by subsequent declaration of the declarants or by an affirmative vote of the requisite number of lot owners, all property owners shall automatically be members of the association, with each lot having one vote in the association. The affairs of the association shall be managed by the Board of Directors which shall be authorized to adopt bylaws to regulate the association. Upon the establishment of a homeowners association, the declarants shall also have one vote for each lot they have ownership of at the time of the formation of the association.

### IV. ARCHITECTURAL CONTROL COMMITTEE

4.1 No building or other structure or fence shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure or fence have been approved by the Architectural Control Committee. The

### DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PHEASANT RIDGE ESTATES LONG PLAT - Page 5

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Committee will review the quality of workmanship and materials, harmony or external design with existing structures and location of the structure with respect to the topography and finished grade. The declarants, Mark Beardslee and Billie Beardslee, shall constitute the initial Architectural Control Committee. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have the full authority to designate a succeeding member. At any time, the then record owners of a majority of the lots in the development shall have the power, through a duly recorded written instrument, to change the membership of the Committee by a majority vote. The Committee's approval or disapproval of a proposed plan, as required by these covenants, shall be in writing. In exercising the discretionary powers granted to the Committee, the Committee shall at all times exercise its powers in a reasonable manner and shall be guided by the restrictions specifically set forth in this document. However, the Committee is also empowered to adopt reasonable regulations which shall apply uniformly to the subdivision if it shall determine that such regulations are necessary with respect to enforcement of these covenants. In the event the Committee or its designated representative fails to approve or disapprove any plans or specifications submitted to it within thirty (30) days after submission thereof, approval will not be required, and compliance with the related covenants shall be deemed to exist. In the event the Architectural Control Committee disapproves the design and location of the proposed building, the applicant shall have the right to submit said plans and specifications to three (3) arbitrators. Within ten (10) days of an election to arbitrate, the applicant and the Architectural Control Committee shall each select an arbitrator and shall notify the other party of the person so elected in writing by registered mail addressed to such party at their authorized address. The arbitrators so selected shall thereafter, and within ten (10) days after their selection, name a third arbitrator. Together the three persons so named shall constitute the arbitrators to make the determination as herein provided. In the event either the Architectural Control committee or a lot owner bound by the terms of this agreement shall, for a period of ten (10) days after notice thereto, fail or refuse to name an arbitrator, the arbitrator named by the other party may select one for the party in default, and the arbitrator so named shall select a third. The three arbitrators shall review the plans and specifications to determine whether the proposed building and its location is in conformity and harmony with the covenants and conditions of this agreement as well as the topography and finished ground elevation. The decision of the majority shall be final and binding upon the parties. The cost of arbitration shall be paid by the applicant.

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## V. MAINTENANCE AND ASSESSMENTS

5.1 The declarants, for each lot owned within the development, hereby covenant, and each owner of any lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in their deed or contract, is deemed to covenant and agree to pay their pro-rata share of common expenses as assessments against their property. Assessments shall be imposed by a vote of two-thirds (2/3) of the lot owners until an association is formed. After the formation of an association, assessments will be levied as set forth in the rules and by laws of the association.

5.2 Each lot, including all lots owned by the declarants, shall bear an equal share of any assessment imposed. The lot owners, including the declarants, will pay their pro-rata share of any common expenses with or without the formation of a homeowners association. However, if for any reason the declarants deem it advisable or a two-thirds (2/3) majority of property owners affirmatively vote for the formation of a homeowners association, it shall be formed as set forth herein and thereafter adopt bylaws to regulate its actions.

5.3 Enforcement of Assessment. If any part of an assessment is not paid within thirty (30) days after the due date, an automatic late charge of five dollars (\$5.00) shall be assessed an additional five dollar (\$5.00) sum shall assessed for each month or fraction thereof from the due date until the assessment and all late charge are paid. Each assessment shall constitute a lien on each respective lot prior and superior to all other liens except all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and the lien or charge of any mortgage or deed of trust of record made in good faith and for value.

5.3.1 A "Notice of Assessment Lien" may be filed in the Stevens County Auditor's Office for any unpaid assessment lien.

5.3.2 Such lien when delinquent may be enforced by the declarants, the association, its attorneys, or other persons authorized by this declaration or by law, after failure of the owner to pay such assessment, in accordance with the provisions of Washington law applicable to the exercise of powers of sale for deeds of trust, judicially or nonjudicially, or by judicial foreclosure as a mortgage or by judicial foreclosure as a materialman's lien, or any other matter of lien foreclosure permitted by law.

## VI. COMMON AREAS AND ASSESSMENTS

6.1 Common Areas. There are hereby dedicated Common Areas as shown on the face of the Preliminary Plat of Pheasant Ridge Estates, attached as Exhibit B. Specifically, the common areas are the nondeveloped open space below the B.P.A. power transmission

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lines, the boulevard of green and landscaped area down the middle of Evergreen Way, and the water catch basins between lots 15 and 16, and on lot 41, together with any and all future common areas developed for the benefit of all lot owners in the subdivision which may in the future be created by the dedicators or the association.

6.2 Maintenance. The lot owners and/or the association shall maintain the common areas which shall include mowing, watering, maintaining irrigation systems, spraying for weeds and any and all other work necessary to maintain the common areas in good appearance and repair.

6.3 Common Area Maintenance Expense. All expenses incurred in the maintenance of the common areas shall be borne by the lot owners, or by the association if formed, with the cost and expense of maintenance to be divided equally between the lot owners pro-rata on an equitable basis. Such maintenance expenses shall be passed on the lot owners in the form of assessments as set forth herein.

6.4 Public Trail. The subdivision is immediately adjacent to a public trail as currently exists and as dedicated in Public Trail Dedications recorded in AFN 2002 0015539 to 2002 0015544. Said public trail shall be used for all purposes associated therewith, and lots in said subdivision are subject to the existence of the trail.

## VII. UTILITIES

7.1 Water, sewer, garbage and trash removal shall be governed by municipal ordinances and regulation. Telephone, natural gas service, cable television and electrical service shall be provided to each lot in the subdivision. All utility hookup charges by the utility provider shall be the responsibility of the lot owner.

## VIII GOLF COURSE MEMBERSHIP

8.1 Except as otherwise provided herein, each year as a precondition to continuing to enjoy golf discount rights, each lot owner in the development shall purchase an annual family golf pass from Dominion Meadows Golf Course at seventy percent (70%) of the then current season pass base price. So long as not terminated, this discount benefit shall run with the land and is not transferable separate from the property. The definition of family shall be determined by Dominion Meadows Athletic Association.

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PHEASANT RIDGE ESTATES LONG PLAT - Page 8

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8.2 The right to purchase a discounted annual family golf pass shall permanently terminate if the following occurs:

8.2.1 If the lot owner fails to purchase a pass by April 30<sup>th</sup> of any season.

8.2.2 If Dominion Meadows Athletic Association no longer operates the course.

8.2.3 If by May 1<sup>st</sup> of any year 40 of 54 lot owners have individually terminated the discount.

8.3 If the right to purchase a discounted annual family golf pass is terminated, then the right shall be permanently terminated and no rights to further discounting shall run with the land. Thereafter, subsequent lot owners would have rights that would be the same as a member of the general public purchasing an annual family golf pass.

8.4 These discount rights shall further be subject to the following:

8.4.1 If the owner of the lot is not residing in a residence on the lot by the beginning of the fourth season from when the owner first receives a discount, then the discount shall be suspended until the season after the owner has established residency on the lot.

8.4.2 Four years after first receiving discounts, if the lot owner has no children qualifying as exemptions for income tax purposes and qualifies under the current definition at the time as a "Senior Couple", the lot owner shall have the option of purchasing a Senior Couple pass at no discount. This will allow the discount rights to continue to run with the land to successor purchasers.

8.4.3 A lot owner who is a single unmarried person shall have the option to purchase a Single or Senior Single pass at no discount. This will allow the discount rights to continue to run with the land to successor purchasers. This option would terminate at the end of the current season if the person's status changes due to a marriage or registered domestic partnership.

8.4.4 In the event that Dominion Meadows Athletic Association discontinues the sale of season golf passes, a comparable discount will be created to benefit lot owners.

## IX. GENERAL PROVISIONS

9.1 The declarants, the association or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained shall

## DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF PHEASANT RIDGE ESTATES LONG PLAT - Page 9

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in no event be deemed a waiver of the right to do so thereafter. In any enforcement action, the prevailing party shall be entitled to all costs incurred in the enforcement of these covenants, including reasonable attorneys fees. All such costs may be enforceable against the lot owner against whom they are charged in the same manner as assessments can be collected.

9.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions of these covenants, which shall remain in full force and effect.

9.3 Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of ten (10) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first ten (10) year period by a amendment document signed by not less than ninety percent (90%) of the lot owners. After the initial ten (10) years, this declaration may be amended by an amendment document signed by not less than seventy-five percent (75%) of the lot owners. No such amendment document of waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of the Auditor for the County of Stevens, State of Washington.

9.4 Conveyance. Each owner accepting a deed, lease or other instrument conveying any interest in any lot, whether or not the same incorporates or refers to these restrictions, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his interest in any real property subject hereto.

DATED this 24<sup>th</sup> day of Feb, 2009.

PHEASANT RIDGE ESTATES, LLC.

  
BY: MARK W. BEARDSLEE

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PHEASANT RIDGE ESTATES LONG PLAT - Page 10**

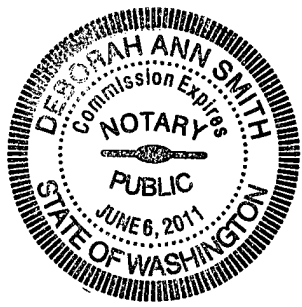
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF STEVENS )

On this day personally appeared before me **MARK W. BEARDSLEE**, managing member of Pheasant Ridge Estates, LLC, 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 24<sup>th</sup> day of February, 2009.



Deborah Ann Smith  
NOTARY PUBLIC in and for the State of  
Washington residing at Colville  
My commission expires June 6, 2011

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF PHEASANT RIDGE ESTATES LONG PLAT - Page 11**

**EXHIBIT A**

Parcel: 193360, 193361

That part of the NW1/4 of the NW1/4 of Section 14, and that part of the NE1/4 of the NE1/4 of Section 15, all in Township 35 North, Range 39 East, W.M., in Stevens County, Washington, described as follows:

Beginning at the Southwest corner of the NE1/4 of the NE1/4 of said Section 15; thence along the South line of the NE1/4 of the NE1/4, South 88°48'05" East 871.12 feet to the intersection with the centerline of an existing public trail as generally shown and described under that Public Trail Dedication recorded under Auditor's File No. 2002001554; thence leaving the South line of said NE1/4 of the NE1/4 and along the centerline of said existing public trail, North 63°59'45" East 63.03 feet; thence North 53°48'16" East 185.40 feet; thence North 63°30'02" East 91.55 feet; thence North 70°08'03" East 87.33 feet; thence North 73°50'54" East 243.84 feet; thence North 58°06'05" East 40.49 feet; thence North 29°41'46" East 32.68 feet; thence North 03°30'30" East 20.14 feet; thence North 15°49'10" West 28.11 feet; thence North 25°44'07" West 31.62 feet; thence North 33°03'34" West 71.73 feet to the intersection with the Southerly boundary of Parcel "A" as shown and described on that map recorded in Book 21 of Surveys, pages 204 and 205; thence leaving the centerline of said public trail and along the Southerly boundary of said Parcel "A", North 38°30'38" West 100.53 feet; thence North 14°53'55" West 95.62 feet; thence North 00°53'53" East 213.37 feet; thence North 53°23'57" West 332.94 feet; thence North 30°17'39" West 170.15 feet; thence North 88°26'58" West 411.82 feet; thence South 41°19'48" West 458.38 feet; thence South 89°08'43" West 327.89 feet to the West line of the NE1/4 of the NE1/4 of said Section 15; thence along said West line South 00°51'15" East 834.76 feet to the Point of Beginning.

**END OF EXHIBIT A**

**REF: 390 PAGE 1054**

