

417731

FLOWERY TRAIL ADDITION
PROTECTIVE COVENANTS

Protective Covenants in Flowery Trail Addition executed by Flowery Trail Development Corporation, recorded January 31, 1973, under auditor's file No. 417731, as follows:

I. RECITALS

1. The undersigned, Flowery Trail Development Corporation, hereinafter referred to as Declarants, are the leasee of certain lands in Stevens County, Washington, on which has been established a subdivision known as Flowery Trail Addition, by plat recorded at Page _____, Volume _____, of Plats, in the Land Records of Stevens County, Washington, hereinafter referred to as Subdivision.

2. Declarants intend to sub-let the platted residential lots in the Subdivision and desire to subject each of them to certain uniform protective covenants and restrictions for the benefit of all other lots in the Subdivision and their owners, purchasers and other lawful occupants.

3. The Subdivision is designed to be a community with roads, utilities and other common facilities and services to augment its natural scenic and recreational assets. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.

4. Flowery Trail Community Association, hereinafter referred to as the Association, organized as a non-profit corporation under the laws of the State of Washington to acquire, hold, regulate, govern, operate and maintain in accordance with its bylaws as from time to time amended, the common facilities and services in said community and, through its Architectural Control Committee and other proper officers, to interpret and enforce the protective restrictions and covenants hereby established.

II. GENERAL PROVISIONS

1. All land in the Subdivision except common areas shall be acquired, leased, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all lots and their respective owner, purchasers, and other lawful occupants. Accordingly, these protective covenants and restrictions shall run with the land and every person who by deed, contract or lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated; and his respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.

2. These protective covenants and restrictions shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of land in the Subdivision, including the Association, against any person who shall violate or attempt or threaten to violate them.

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3. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Protective Covenants Governing Flowery Trail Addition," and fee number of the Auditor of Stevens County under which they are recorded.

4. The Architectural Control Committee Members shall be appointed by President of Flowery Trail Community Association subject to approval by Board of Directors. The Architectural Control Committee shall be a three member committee comprised of one representative of each of the following categories.

- a. Architect, registered in State of Washington.
- b. Flowery Trail Community Association.
- c. Department of Natural Resources.

III. UTILITIES AND ROADS

1. Water, sewer and roads will be provided by Declarants, and may be provided, owned, regulated, governed, operated and maintained by the Association by means of assessments against individual lots in the Subdivision or other methods of financing, all in accordance with the Association bylaws as from time to time amended.

2. Individual water supply, septic tanks and pit toilets are prohibited and each structure requiring water and/or sewer services must be connected to central utilities. Note-Conditional approval for pit toilets can be granted by Health Officer for a period of up to 90 days to accomodate the installation of flush type facilities.

3. No structure shall be permitted upon any lot in the Subdivision until central water and sewer systems have been installed and approved by governing regulatory agencies.

4. The Association shall arrange for roads to be maintained and kept free of obstacles to insure access by emergency vehicles.

5. Because of the intent of the Association to minimize soil disturbance and possible erosion, proposed private driveway construction shall be reviewed by the Architectural Control Committee with the purpose of accomplishing the above stated intent.

IV. SIGNS AND DEVELOPMENT ACTIVITIES

1. No sign of any kind shall be displayed to the public view in the Subdivision except the following:

- a. one sign for each residential lot, of not more than two square feet, identifying occupants;

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- b. one sign of not more than five square feet advertising a residential lot for sale or rent;
- c. signs used by Declarants, their successor or assigns, or their agent to advertise the property during the sales period.

2. No sign of any kind shall be displayed to public view in the Subdivision unless and until its coloring, design and location have been approved by the Architectural Control Committee.

3. Nothing in these covenants shall prohibit Declarants, their successors or assigns, or their agent, from constructing, maintaining and occupying sales office in the development during the sales period. Such sales offices may be moved from lot to lot if the occasion demands.

V. ANIMALS

No domestic animal or fowl of any kind shall be kept, quartered or maintained in the development at any time except that dogs, cats or other common house-hold pets may be kept on a noncommercial scale.

Notwithstanding the foregoing, no animal of any kind may be kept or quartered in the development if its presence produces a common-law private nuisance.

VI. REFUSE, RUINS AND REMAINS

No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles) shall be thrown, dumped, placed, disposed of or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, garbage, ashes, refuse, ruins and other remains. All trash, garbage, ashes and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from street view.

VII. FLOWERY TRAIL ADDITION COMMUNITY ASSOCIATION

1. Every conveyance or other transfer of land in the Subdivision or interests therein shall be subject to the articles of incorporation and bylaw of the Association as from time to time amended. Every grantee, purchaser or leasee of an interest in land in the development agrees, by the act of purchasing or accepting the same, for himself, his heirs, assigns and other successors, to be bound by said articles and bylaws; faithfully to perform all obligations thereby imposed upon him; and in particular, to pay such general assessments as the Association may levy from time to time in accordance with said bylaws and for the purpose therein specified.

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2. If any person in control or possession of any lot breaches or fails to perform any of these covenants, the Association may cause such breach to be cured or obligation to be performed on his behalf and recover the reasonable cost thereof from the owner, leasee or other person in control or possession by means of a special assessment.

3. Such general and special assessments, together with the reasonable costs of collecting them, including reasonable attorneys fees, shall be a personal obligation of the assessee which the Association may enforce by court action. They shall also constitute a lien upon the assessee's interest in land in the Subdivision. This lien shall be enforceable by foreclosure of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of assessment.

VIII. OWNERSHIP AND POSSESSION OF LOTS

No residential lot as shown on the plat shall be partitioned or otherwise subdivided, but rather the entirety of each lot shall at all times be owned by or leased and in the possession of one owner or lessee or, if more than one owner or lessee, then as joint tenants or tenants in common of the entire lot.

IX. BUILDING AND LANDSCAPING RESTRICTIONS

1. Except as noted otherwise herein, only one and only single family residences and outbuildings auxiliary thereto (such as garages, wood sheds and the like) may be constructed or permitted to remain on each single-family residential lot in the Subdivision.

2. Notwithstanding the above, all structures will comply with applicable zoning, and construction shall conform to Stevens County regulations and to the specifications of the most recent revisions of the State of Washington Electrical Code and the Uniform Building Code in force at the commencement of construction.

3. Each single-family residence shall contain a minimum of 400 square feet, exclusive of second floors, open decks, garages, covered carports, sheds or other appurtenances or outbuildings. The provision for architectural set forth in the following paragraph. The Architectural Control Committee may, upon application, grant exemptions from this requirement to applicants.

4. Buildings on residential lots shall be simple, well proportioned structures. Exterior finish shall be stained or painted colors approved by the Architectural Control Committee. Roof covering shall be wood shake shingle or, by permission of the Architectural Control Committee, composition shingle or other materials of approved color and texture.

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5. No buildings shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications shall have submitted to and approved by the Architectural Control Committee of the Association. In considering the location, plans and specifications for any structure, the Committee shall take into account the following factors:

- a. Quality of workmanship and materials;
- b. Harmony of external design and finish with the topography and with existing structures;
- c. The effect which the proposed structures or alterations will have on other building sites and views therefrom, it being the Committee's duty to give the maximum protection to such view which may be reasonable under the circumstances; and
- d. No perimeter lot fencing is permitted. Fences, when approved, are limited to patio wind screens and small kennel enclosures within the set-back lines of the lots; and

e. All other factors which the Committee may, in its sole discretion, deem to affect the desirability or suitability of the proposed structure or alteration. Subject to the prior approval of the Committee, outbuildings may be constructed prior to the construction of permanent residences if such outbuildings are permissible under Section 1 of this Article VIII, and if they are complementary to and compatible with the design and location of the proposed permanent residence. The corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of location, plans and specifications.

6. No landscaping work shall be undertaken on any residential lot unless and until the plans for and/or specifications of such work shall have been submitted to and approved by the Architectural Control Committee. It shall be the Committee's responsibility to assure that the landscaping of each residential lot is in harmony with its environment and the overall character of the subdivision.

7. The Committee shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted to the Committee for its approval. Approval or disapproval of any matter submitted to the Committee shall be made within sixty (60) days of submission to the Committee or its duly appointed representative and shall be in writing. The Committee shall mail a copy of its decision to the owner. In the event the Committee or its duly appointed representative fails to approve or disapprove within sixty (60) days after the plans and specifications have been submitted to it, approval will be deemed to have been given and the related covenants shall be deemed to have been fully complied with. Any owner or purchaser aggrieved by Committee action may appeal to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Committee's mailing of its decision, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within fifteen (15) days after such meeting.

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Approval by the Architectural Control Committee does not imply approval by the Stevens County Building Department or other agencies.

8. The exterior of any buildings shall be completed within one year of the beginning of construction so as to present a finished appearance when viewed from any angle.

9. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend and vacation use and during the one-year construction period. Mobile homes are prohibited in the Subdivision.

10. Easements for drainage, utilities, walkways, and access roads are reserved as shown on the face of the plat. In addition, five-foot wide drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Stevens County.

11. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Stevens County.

12. Because of intent stated in III-5, it is strongly recommended that foundations be designed and constructed to minimize required excavation. This will be carefully reviewed by Architectural Control Committee.

13. Protective screening shall be provided on each chimney or stack serving a fire source capable of producing air-borne embers.

X. REPAIRS, MAINTENANCE AND CLEANLINESS

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Undesirable weeds having a tendency to spread across property lines shall be kept under control. No objects foreign to the environment (including particularly disabled vehicles, furniture and appliances) shall be permitted to remain out of doors on any residential lot.

XI. ENFORCEMENT OF COVENANTS

Any violation of covenants appearing in Articles III, IV, V, VI, VIII and IX shall be considered to be a nuisance and the Association or its duly appointed representative shall have the right upon fifteen days written notice to enter upon the parcel where the violation occurs or appears and abate the nuisance at the expense of the owner, lessee or other person in control or possession. The Association, its duly appointed representative, or any person owning or leasing

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land in the Subdivision may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore. The Association or any person bringing such an action shall be entitled to recover from the violator any reasonable attorneys' fees, court costs and other costs reasonably incurred and awarded by judgment of the court having jurisdiction, which costs shall constitute a lien upon the violator's land in the Subdivision or interest therein.

XII. DURATION OF PROTECTIVE COVENANT

These protective covenants shall be binding upon all persons owning or leasing land in the Subdivision until September 1, 1983, at which time these protective covenants shall be automatically extended and renewed for successive periods of ten years, unless by vote the persons owning or leasing a majority of the residential lots in the Subdivision agree to change the covenants in whole or in part. Any proposed change in these covenants is subject to approval of the Department of Natural Resources, State of Washington.

XIII. SEVERABILITY

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect.
