

Index BOOK 83 PAGE 2488
83 2488
JAN 23 PM 2:07

764736

Scanned

DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS
OF

PINE CHEE PLAT NO. 1

Okanogan County, State of Washington

THIS DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS ("Protective Covenants") is made this 1 day of January, 1989, by the undersigned developer of real property situated in Okanogan County, Washington, which is more particularly described as follows:

The legal description of the real property that is subject to the Protective Covenants created by this Declaration, is attached as Exhibit "A" and is made a part hereof by this reference (the "Property").

WITNESSETH:

WHEREAS, the undersigned Developer of the above-described real property desires to develop the property into a recreational/residential subdivision in accordance with the applicable ordinances of Okanogan County; and

WHEREAS, these Protective Covenants are created for the purpose of enhancing, protecting and augmenting the natural environmental features of the Property, and to protect and preserve the same and the wildlife on the Property, and to benefit the public's interest in the wildlife consistent with the orderly development of the Property, the Developer desires to provide the Property and the Owners and occupants

764736

of the Property with the mutual protection and benefits of having uniform Protective Covenants;

NOW, THEREFORE, the undersigned Developer hereby covenants and agrees as follows:

I.

GENERAL PROVISIONS

A. Effective On Approval. These Protective Covenants are entered into by the Developer as conditions of the approval by Okanogan County of the State of Washington of the Pine Chee Plat No. 1 (the "Plat"), and shall become effective only upon final approval of the Plat.

B. Modification, Amendment Or Repeal. The Protective Covenants created in this declaration may be modified, amended or repealed in whole or in part by the written consent of the Board of Commissioners of Okanogan County, Washington; provided, that the terms and provisions of Section VII of this Declaration may be modified, amended or repealed solely by the written consent of the Department of Wildlife of the State of Washington.

C. Termination By Vacation. In the event that the plat is vacated by action of the Board of Commissioners, or any other governmental agency of Okanogan County, Washington, having authority and jurisdiction, these Protective Covenants shall immediately terminate and be deemed null and void.

D. Nature and Scope. The Protective Covenants set forth in this declaration shall run with the land and be binding on the developer, the purchasers, their heirs, successors, assigns, and on all occupants of the property, unless the plat is vacated as provided for above. The Property shall be held, used and managed in accordance with the terms and conditions established by this declaration.

E. Duration. The Protective Covenants established by this Declaration shall continue in full force and effect for a period of thirty (30) years commencing with the date of recording of this Declaration, after which time the Protective Covenants shall be automatically extended for successive periods of ten (10) years, unless during either the initial thirty (30) year period or any successive ten (10) year period, an instrument agreeing to change the Protective Covenants in whole or in part has been signed by the Board of Commissioner of Okanogan County, Washington or the Department of Wildlife of the State of Washington, as provided for above, has been duly recorded with the auditor of Okanogan County, Washington.

F. Enforcement. These Protective Covenants shall be enforceable at law or in equity by the Developer, by purchasers of the Property, by the Department of Wildlife of the State of Washington regarding the provisions of Section VI of this Declaration, and by the County of Okanogan of the

State of Washington, against any person or persons who shall either attempt to violate, or who actually violate, the Protective Covenants.

G. Incorporation By Reference. These Protective Covenants shall be fully and sufficiently incorporated by reference in any instrument used to convey any interest in the property. They shall be referred to as "Restrictions and Protective Covenants", Pine Chee Plat No. 1, and shall include the recording file number of the auditor of Okanogan County, Washington.

II.

USE OF THE PROPERTY

No lot included in Pine Chee Plat No. 1 shall be used for any purpose other than recreational or residential use.

A. Recreational Use. Owners of vacant property having no permanent residential improvements may occupy the Property by use of tents, trailers, campers, motor homes, or the equivalent; providing, such occupancy is not for more than sixty (60) days during any continuous period of six (6) months or less. Occupancy in excess of such duration shall only occur in permanent structures or improvements that comply with the requirements specified in the following paragraph regarding residential use of the Property.

B. Residential Use. Owners of property who desire to make residential use of the property shall:

1. Erect or place dwelling structures on lots only after receipt of a building permit issued by Okanogan County, Washington, or any successor governmental entity having jurisdiction, which is issued in compliance with the zoning, codes, ordinances and regulations governing issuance or denial of such permit;

2. Erect or place on lots dwelling structures that contain a minimum of 350 square feet of usable living space, exclusive of decks and porches;

3. Have the right to place mobile homes on lots for residential use; providing, that each mobile home has a pitched roof of four/twelve pitch or steeper, a wood exterior siding, and is completely skirted;

4. Complete the construction, repair, removal, alteration or any other work being performed on any residential improvement placed or erected on any lot within twelve (12) months following commencement of the work;

5. Provide culverts under driveways accessing lots; the culverts must be of at least twelve (12) inch diameter and such length as may be required by the applicable local governmental authority;

6. Not allow any building to be erected, altered, placed, or permitted to remain on any lot other

than one (1) detached single-family dwelling, one (1) private garage, and other accessory buildings permitted by zoning ordinance; provided, that a contractor's shed may be erected and used during that period of time reasonably necessary for the construction of a dwelling.

III.

DENSITY

The Plat shall encompass approximately Nine hundred fifty-eight (958) acres, and shall result in the development of One hundred sixty-five (165) five (5) acre lots. Therefore, the project at completion will have a maximum density of five (5) acres per dwelling unit.

IV.

LAND USE RESTRICTION

No lot or any portion of a lot shall be subdivided and sold, resold, or transferred in any manner resulting in a reduction in the size of the lot as originally platted, except with the approval of Okanogan County.

V.

ROADS AND CONSTRUCTION

All roads within the property shall be sealed with a dust palliative, graveled or similar means used to control dust. The owners agree to perform and maintain necessary

measures for control of noxious weeds on internal roadways/driveways and other areas of soil disturbance.

VI.

OPEN SPACE

A. No Structures Permitted In Open Space. Those areas designed as open space in the plat shall be kept, used and maintained in accordance with these Protective Covenants. No structures or other permanent improvements shall be built, erected or maintained in the open space areas.

VII.

ADDITIONAL WILDLIFE PROTECTION

A. Dogs. All dogs belonging to residents, occupants, guests or any other person lawfully on the property shall be kenneled, leashed, or under direct human supervision at all times and not allowed to roam freely, in order to protect the wildlife, including but not limited to nestling grouse, song birds and deer.

B. Fencing. No wildlife impassable or impending fences shall be erected or maintained upon the property, which would hinder movement of both mule and whitetail deer through the area; provided, that limited fencing shall be allowed for protection of cultivated gardens, orchard areas, dog kennels, or play areas for children, if shown to be absolutely necessary. Any livestock fences within the plat shall meet the recommendations of the Department of Wildlife

of the State of Washington to allow the maximum potential deer passage.

C. Wildlife Harassment. The owners agree to educate their guests against harassment of deer and other wildlife and about the benefits of non obtrusive wildlife enjoyment.

D. Retention of Natural Vegetation. The owners shall take care to retain natural vegetation wherever possible. All clearing or cutting of trees, brush, or other vegetation should be minimized and all building envelopes of proposed structures shall also be minimized, in order that all areas of dense underbrush be retained as wildlife shelter and nesting areas.

E. Retention of Hunting and Roosting Perches. All existing snags on the property shall remain uncut to provide:

1. Important hunting and roosting perches for hawks, owls, and eagles; and

2. Important habitat for the many cavity nesters found in the area;

unless such snag(s) presents a risk to human life or property.

F. Waiver of Claims Regarding Wildlife Damage. The developer, on behalf of himself and all future owners, purchasers, or other lawful occupants, hereby waives any and all damage claims against the Department of Wildlife of the

State of Washington for wildlife damage to the property. Therefore, wildlife damage including but not limited to crop or garden loss or damage to shrubbery, shall be the sole responsibility of the current owner of the Property at the time that the damage occurs.

G. Reseeding. Areas of disturbed soil outside of roadways shall be reseeded with wildlife/erosion control grasses to prevent erosion, stem the invasion of noxious weeds, and to provide wildlife cover and forage.

VIII.

NUISANCES

No noxious, offensive or illegal activity shall be conducted on any lot. Nor shall any activity be permitted that may either be or become an annoyance or nuisance interrupting the quiet enjoyment of other owners of lots situated within the plat.

IX.

SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Okanogan County Health Department, or other governmental agency of Okanogan County, Washington having authority and jurisdiction to approve same.

X.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such materials shall be kept in sanitary containers, and all equipment used for the storage or disposal of such materials shall also be kept in a clean and sanitary condition.

XI.

LIVESTOCK AND POULTRY

No owner shall keep livestock or poultry for commercial purposes. Additionally, no owner shall keep livestock or poultry for domestic purposes in excess of:

1. Two (2) head of livestock at any particular time (for purposes of this declaration "livestock" means and includes horses, sheep, cattle, mules, donkeys, llamas and goats);
2. Twelve (12) female and one (1) male fowl at any particular time (for purposes of this declaration "poultry" means and includes chickens, geese or ducks); and
3. No swine shall be kept on any lot at any time.

XII.

MOTOR VEHICLES

No motor vehicles absent a current vehicle license issued by the State of Washington or absent a fully functional and legal muffler system shall be operated at any

time on the private roads within Pine Chee Plat No. 1. All terrain vehicles meeting the above requirements shall be operated only on the dedicated rights-of-way of public and private roads serving the plat.

XIII.

HARVESTING OF TIMBER

Timber and brush may be harvested for purposes of preparing lots for placement or erection of recreational or residential improvements on the property. Timber and brush may also be harvested for use as fire wood to be used on the property; provided, that in the event any timber is so harvested the stumps shall be promptly removed; and, provided, that the covenants provided in paragraph VII of this declaration are fully complied with.

XIV.

SEVERABILITY

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

XV.

NONWAIVER OF BREACH

The failure of any owner, beneficiary, heir, successor, or assign to enforce any term or provision of these

Protective Covenants shall be deemed only an indulgence with regard to that particular breach and shall not be construed in any manner whatsoever to be a waiver of any right to pursue enforcement for the same or a different breach at a subsequent time.

XVI.

ATTORNEY'S FEES


In the event that any lawsuit is initiated to enforce any of the terms and conditions of this declaration or to determine the rights of any party claiming privity, the prevailing party shall be entitled to judgment against the non-prevailing party for reasonable costs, expenses, and reasonable attorney's fees necessary for such action, as determined by the court.

IN WITNESS WHEREOF, the undersigned Developer has executed this declaration the day and year first written above.

DEVELOPER:



 LYNN R. BARNETT



 MARLENE E. BARNETT
in attorney in fact

EXHIBIT "A"

The S 1/2 of the SW 1/4, the NW 1/4 of the SW 1/4, the W 1/2 of the SW 1/4 of the SE 1/4 and the W 1/2 of the NW 1/4, all in Section 3, Township 39 North, Range 30 E.W.M.

All that part of the NW 1/4, lying North and East of the Okanogan County Road No. 9840; all that part of the NE 1/4 lying North and East of the Okanogan County Road No. 9840 and all that part of the SE 1/4 lying North and East of the Okanogan County Road No. 9840, all in Section 4, Township 39 North, Range 30 E.W.M.

All that part of the NE 1/4 of the NE 1/4, lying North and East of the Okanogan County Road No. 9840 Section 9, Township 39 North, Range 30 E.W.M.

The NW 1/4 of the NE 1/4, the E 1/2 of the NE 1/4, the E 1/2 of the NW 1/4, and the NW 1/4 of the NW 1/4, Section 10, Township 39 North, Range 30 E.W.M.

The S 1/2 of the SE 1/4, the SE 1/4 of the SW 1/4, and all that part of the W 1/2 of the SW 1/4 lying North and East of the Okanogan County Road No. 9840, all in Section 33, Township 40 North, Range 30 E.W.M.

The South 660.00 feet of the West 660.00 feet of the SW 1/4 of the SW 1/4, Section 34, Township 40 North, Range 30 E.W.M.

Said tracts contain 954.40 acres more or less.

Together with and subject to all appurtenant easements for ingress and egress and utility purposes.