

3700

COPPER BASIN CONSTRUCTION  
P.O. BOX 949  
HAYDEN LAKE, ID 83835



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FRONTIER TITLE AND ESCROW COCOV 37.00 Franklin Co, WA

**FRONTIER TITLE CO.**

**Declaration of Protective Covenants  
Montgomery Estates**

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Copper Basin, Incorporated, an Idaho Corporation, hereinafter referred to as the "Declarant", is the vested owner of the following real property located in Franklin County, Washington:

- Lots 1-5,8,10,12-16, Montgomery Estates Phase 3
- Lots 1-4,6-9,11,13-16,19-34, Montgomery Estates Phase 4

118-070-025; 118-101-036 (Both 10P)  
which is the subject of a subdivision plat formally filed with the City of Pasco and the County of Franklin, located in the State of Washington, and known as "Montgomery Estates", hereinafter referred to as the "Project" together with any and all parcels of contiguous real property added by the Declarant and made by amendment subject to the terms and provisions of these protective covenants,

DOES HEREBY DECLARE, ADOPT AND IMPOSE the following protective covenants and restrictions upon uses to which the platted lots in the Project may be put and placing obligations upon the owners of said lots, which shall constitute covenants to run with the land, and shall be binding on all parties and persons claiming under or through the owners and occupiers of said lots and for the benefit of all future owners of the lots in the Project. This Declaration of Protective Covenants is designed for the purpose of keeping the platted property and additions thereto, desirable and suitable in architectural design and use for the purposes herein specified.

**Part A - Residential Covenants:**

1. Land use. All lots subject to these protective covenants are restricted in use to single family residential use, as a private residence for one (1) family. To the extent allowed by the "Home Occupation" provisions of the Pasco Zoning Ordinance, the trade or business use of a lot shall be restricted as follows:

- a. In accordance with the provisions provided by Chapter 25.66, Title 25, City of Pasco Zoning Code.



During the development phase of the Project, the Declarant and/or it's assigns shall be allowed to operate model homes/sales office's within the Project.

2. Architectural and Building Control. No building shall be erected on a lot except one detached single-family dwelling that does not exceed the height standards of the City of Pasco and one detached residential garage in accordance with Ordinance 25.24.050 (1). No structure may be moved onto a lot and new construction is required. No tent, trailer, mobile home, boat or other recreational vehicle shall be used for human habitation on a permanent basis on any lot at any time. Garden sheds for storage/work only, of reasonable size and acceptable design, are permitted if in accordance with City of Pasco Zoning and Building Code.

3. Building Location. The minimum setback of any structure must be in accordance with the minimum setback line shown on the recorded plat or in accordance with the minimum setback standards of the City of Pasco.

4. Design Characteristics. In order to protect the investment of all property owners, homes shall conform to the following regulations:

- a. For single level houses, the minimum level living area will be as follows:  
Not less than 1200 Square Feet  
For Multi-Level houses, the minimum living area shall be as follows:  
Not less than 1400 Square Feet
- b. All siding materials must be approved by the architectural control committee, No T1-11, Sheeted Panels, Galvanized or shiny metals will be allowed for siding in any construction. Each structure shall at a minimum, have a 42" brick, rock, stucco or cultured stone wainscoting on the garage.
- c. Roofing shall be either architectural grade composition asphalt, split cedar or tile. A minimum 4/12 pitch roof shall be required on all construction.
- d. Each dwelling shall be provided with a minimum of a two car attached garage. All attached garages shall remain a garage throughout the life of the structure. Driveways must be of poured concrete, installed within 6 months of Occupancy.
- e. Lot owners may erect fencing only in the rear and side yards, not beyond the front building line. Fencing may not be higher than six (6) feet. Front yard fencing is prohibited.
- f. No lines or wires for the transmission of electric current or of television, radio or telephone signals shall be constructed, placed or permitted to be placed outside of the buildings of a lot, unless the lines and wires shall be underground or in conduit attached to the building.
- g. All accessory buildings shall be constructed with materials and colors similar to those used on the main residence.

5. Landscaping. As part of the construction of each single family residence within the Project, the lot owner shall be required to landscape and plant the front yard of the residence from the building line to the curb of the roadway, including any portion of the road right-of-way lying between the curb and the residential structure. Residential structures located on lots with frontage on more than one roadway shall landscape and plat all yards lying between the residential structure and the curb of the roadway. The time limit for completion of the front yard

landscaping shall be no later than six (6) months from the date of occupancy of the residential structure.

6. Sewage Disposal. The lots in the Project are within the service area and jurisdiction of the City of Pullman Sewer System and the owner of the lot shall promptly connect any residential structure to said central supply system. The connection tap-on to the central system shall be available at the roadway curb adjacent to the front of the lot. It shall be the sole responsibility of the lot owner to pay any hook-up fee or other capitalization expense associated with said lot.

7. Water. The lots in the Project are within the service area and jurisdiction of the City of Pullman Water System. The City of Pullman shall provide domestic water and a tap-on connection to the central supply system shall be available at the roadway curb adjacent to the lot. It shall be the sole responsibility of the lot owner to pay any hook-up fee, tap-on or usage charges required by the City of Pullman associated with the uses of the system. No individual water supply system shall be permitted on any lot.

8. Building Permits. It shall be the responsibility of the lot owner to secure all necessary permits for the construction of approved improvements upon the lot and it shall be the sole responsibility of the lot owner to pay any fees associated with the permit process.

9. Construction Time Limits. All new construction shall be completed within six (6) months of the commencement of the construction, with the above described landscaping completed as provided for. The Architectural Control Committee has the authority to grant reasonable extensions based upon weather conditions or other acts of God.

**Part B - Restrictions upon Use:**

1. Garbage Disposal. Garbage cans and trash areas must be screened from view except when temporarily placed at the curb for periodic pick-up by the local contract collector. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers designed for said purposes. The use of incinerators and compost piles shall be in compliance with local municipal and health district regulations and screened from view.

2. Temporary Structures. No tents, trailers, mobile homes or recreational vehicles shall be used on any lot for permanent habitation.

3. Signs, Lighting and Mailboxes. No signs of any kind shall be displayed to the public view on any lot except:

- a. One sign of not more than six (6) square feet in surface area advertising property for sale or lease.
- b. Signs used by either the Declarant or a builder to advertise a lot during the construction or sales period.
- c. Signs erected by the Declarant to advertise the Project.



All exterior lighting must be controlled focus nature and intensity, and shall not disturb adjacent property owners. The Architectural Control Committee shall have the authority in conjunction with local U. S. Postal Authorities to design the type, style and location of the mailboxes for placement throughout the subdivision.

4. Animals and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except a reasonable quantity of the ordinary household pets such as dogs, cats and birds may be kept on the property, provided however, that they are not kept, bred or maintained for commercial purposes and that they are kept in accordance with the animal control laws of the City of Pasco. No commercial kennels shall be kept on any lot.

5. Vehicle Registrations. Exposed, unlicensed vehicles shall not be permitted upon the streets of the Project, nor within public view upon any lot. Recreational vehicles, including boats, shall not be parked upon the streets of the Project for more than twenty-four (24) hours at any one time. Permanent or seasonal storage of recreational vehicles is prohibited except in rear yards, side yards or within garages. No semi-truck and/or trailer shall be permitted to park on the streets within the Project, other than while making deliveries or unloading passengers.

6. Nuisances. Noxious or offensive activity shall not be carried out on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

#### **Part C - Easements:**

1. Utility and Drainage Easements. Easements for the installation and maintenance of entry monuments, utilities, perimeter fencing and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

#### **Part D - Architectural Control Committee.**

1. Membership. The Architectural Control Committee shall be composed of Steve White and Greg Gervais. 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 members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these covenants. At any time, the then record owners of 85% of the lots within the project, including lots added by the Declarant to the Project, shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee, or restore to it any of its powers and duties.

2. Procedure. The Committees approval or disapproval as required by these protective covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been



submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

3. Orientation of Structures. The orientation and location of residential structures and garages on lots, the minimum square footage, roof area and costs and the required setbacks for each lot and other prescribed minimum shall be in accordance with the City of Pasco requirements and may be reviewed by the Architectural Control Committee. The intent of this requirement is to keep all residential properties as compatible as possible with their natural surroundings, with each other and to permit the placement of residential structures in harmony with the topography of each lot.

**Part F - General Provisions:**

1. Term. These protective covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date that they are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then lot owners has been recorded agreeing to change said covenants in whole or in part.

2. Additions to the Project. The Declarant may, but shall have no obligation to, add at any time or from time to time, additional contiguous real property to the Project, which additional real property shall become subject to the duties, protections and obligations of these covenants. The addition shall be evidenced by the filing and recording by the Declarant of a supplementary declaration describing the contiguous real property to be added and reciting that said real property shall be subject to the terms and conditions of these covenants. The Declarant may make such a supplementary declaration without the consent or approval of the Association or the lot owners.

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

4. Severability. Invalidation of any one of these protective covenants by judgment or court order shall in no wise effect any of the other provisions of these covenants, which shall remain in full force and effect.



IN WITNESS WHEREOF, the Declarant has set its hand and seal, effective as of the date of recording this instrument.

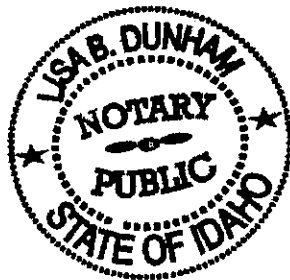
Copper Basin, Inc.,  
an Idaho Corporation

By: [Signature]  
Steve White, President/Treasurer

State of Idaho )  
County of Kootenai ) ss.

On this 23 day of September, 2005, before me, the undersigned Notary Public, in and for the State of Idaho, personally appeared Steve White, known to me to be the President/Treasurer of the corporation, who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



[Signature]  
Notary Public, in and for the State of Idaho  
Residing at: Kootenai  
Commission Expires: 2/18/2011