

360443

RESTRICTIVE COVENANTS

OF

SEVEN DAYS ADDITION PLATS THREE AND FOUR

1. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 1991 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 owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.
3. Invalidities of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force.
4. ARCHITECTURAL COMMITTEE: The architectural control committee is composed of:
Win M. Self Rt. 1 Box 62A Davenport, Wn. 99122
Loren Leman Rt. 1 Box 62 Davenport, Wn. 99122
George Brewer W 3930 Rockwell Spokane, Wn. 99205
5. 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time the majority of owners of the lots shall have power, through a duly recorded written instrument, to change the membership of the committee, or to withdraw from or add to the committee any of its powers and duties.
6. No commercial enterprises shall ever operate on any lot or lots of these additions, excepting lots 1 and 2, Block 4, Plat 3, which shall be Commercial lots.
7. Dwellings to be built with a minimum square footage of nine hundred square feet (900) and approved by the Architectural Committee.
8. Double wide Mod'le Homes on permanent concrete foundations are allowable in this area designated to be used for residential Mobile Homes. All Mobile Homes must be a minimum of nine hundred square feet (900) square feet double wide and approved by the Architectural Committee.
9. Any patios, canopies, attachments, carports, or garages shall be in Architectural harmony and of permanent structure if erected on said lot and shall be completed within ninety (90) days.
10. No major overhauling or repairing of cars will be permitted on the lots unless in an enclosed garage.
11. No building shall be erected on any lot until the design and location thereof, have been approved in writing by the Architectural Committee. However, in the event such committee fails to approve or disapprove such design or location within thirty days (30) then such approval shall not be required, provided the design and location on the lot conforms to and are in harmony with the existing structures in the addition.

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RECORDS

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FILED FOR RECORD	Sept 16
19 82, at 10:52	o'clock A.M.
request of	Jane Bay Inc.
	JERRY LINDSLEY
	Lincoln County Auditor
	Jane E. Gault, Deputy

11. All structures shall be set back not less than ten (10) feet from side lot line and minimum of fifteen feet (15) from the front, and Fifteen feet from the rear (15) feet
12. All structures shall be completed as to external appearance within one (1) year of commencement of construction.
13. No noxious or offensive trade or activities shall be carried on upon any lot nor shall anything be done which may become an annoyance to the neighborhood.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, excepting dogs, cats or other common household pets. Any such domestic animal that is allowed to run at large or arouse activities which become a nuisance to property owners, may be removed by the project manager without its owner's permission.
15. The roads within these additions are not dedicated to public use and are to be retained as private and are so dedicated. All roads within plats three and four will be conveyed to Homeowners Association when seventy-five percent (75%) of the lots in these plats are sold. Maintenance charge shall be paid to Homeowners Association in the amount of \$3.00 per month, or as adjusted by the association.
16. A Water and Sewer System will be made available by the developer and will be conveyed to Seven Bays Homeowners Association after the sale of Seventy-Five Percent of the lots in these plats three and four are sold. Except that the developer retains the right on pumps, main lines, and tanks to complete an overall system for future development. The water service shall be supplied by the Developer in accordance with the Company's rates, rules and regulations as filed with the Washington Utilities and Transportation Commission and in effect at the time such service is furnished, provided, however, that due to the seasonal nature of the water service to be supplied by the Company the customer will make a minimum monthly payment to the Company of \$8.00 for three (3) years from the date the application for water service is accepted by the Company and provided further the customer will not have the right to close the account during said three (3) years except for a transfer of ownership of the lot involved. Rates to be adjusted by the Association.
17. The following easements are hereby granted:
- Each lot in the subdivision shall be an easement not to exceed five (5) feet outside perimeter impressed thereon and by those covenants reserved for the purpose of utility service, which utility service shall include, but not be limited to, telephone, electrical, sewer, and water easements. The developer anticipates that water systems will be installed in street access but reserve this easement on all lots for unforeseen circumstances.
18. All rights, privileges, licenses, permits and obligations in dealing with Federal, State, County, or municipal corporations concerning water front access and/or adjacent development, shall be vested solely in Seven Bays and all lots shall be bound by the covenants, agreements, licenses, permits, and obligations by the action of the said Seven Bays Estates Inc. in procuring, administering and the perpetual management, maintenance, and supervision of said water access and adjacent developments.

DATED this 14th day of

St. Tomlin

1981

SEVEN BAYS INC.

President

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