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BOOK *864* PAGE *1220-30*
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CHELAN COUNTY AUDITOR
WEKATCHEE, WASH. *g*

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COVENANTS, CONDITIONS AND RESTRICTIONS

BOOK 864 PAGE 1220

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CENTER COURT - A PLANNED UNIT DEVELOPMENT
CITY OF WENATCHEE
CHELAN COUNTY, WASHINGTON

Five-All Associates, a Washington limited scope partnership, the owner of real property, Center Court, a planned unit development, located in Chelan County, Washington, and described as follows:

See Exhibit "A": attached hereto and incorporated by reference.
does hereby establish the following protective covenants to run with the land:

PREAMBLE

To fully understand the following protective covenants, it is necessary to examine the underlying theme or intent of Center Court as a development.

Center Court lies adjacent to the Wenatchee Swim and Tennis Club in No. 2 Canyon. The average lot size is 19,000 square feet and all lots include irrigation and under ground utilities. Each lot was designed so the purchaser could feel comfortable in building a quality home and estate without fear of devaluation due to his neighbor's action. The tennis theme is restated in the private drive designed in the shape of a tennis racquet. Center Court with its large lots and private drives, has the ability to protect itself from devaluation and insure increasing value for its homeowners.

THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS DO NOT APPLY TO LOTS: *5, *29 & 30

ARTICLE I

GENERAL COVENANTS

SECTION 1: Aesthetic Control - No building, including outbuildings, shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure, the location and surfacing of the driveway have been approved by the Association as to quality of workmanship and materials, harmony of external design with existing structures, as to conform with these covenants and as to location with respect to topography and finished grade elevation. Harmony is to be maintained through use of earth-tone colors and natural building materials where possible. Bright colors and reflective materials are to be avoided.

SECTION 2: Subdivision - No lots may be further subdivided.

SECTION 3: Maintenance of Vacant Lots - It is the intent of these restrictions that vacant lots be maintained in a reasonably presentable condition. After reasonable notice to the owner, the Association shall have the right at all times to enter upon any lot to remove debris, or other waste material and to charge the expense thereof to the owner as an assessment. The Association shall have all rights and remedies for the collection of said assessment as provided in Section 36.

SECTION 4: Nuisances - No activity shall be carried on upon any lot or permitted thereon which may be or become a nuisance to the neighborhood.

SECTION 5: Electrical, Telephone Service and Cable T.V. - No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed, or maintained. All owners shall use underground service to connect to the underground electrical or telephone and cable T V utility facilities.

SECTION 6: Refuse - No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly inoperable automobiles, appliances and furniture, shall be thrown, dumped or stored, disposed of or otherwise placed on any part of the subdivision. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose. These containers shall be stored in such places and such manner as the Association may prescribe by rule.

SECTION 7: Temporary Dwelling - No mobile homes, trailers, basement, tent or other outbuildings shall be used on any lot at any time, either temporarily or permanently, as a residence, except during actual construction of a permanent structure where such use shall be limited to four (4) months.

SECTION 8: Landscaping - No trees, hedges or shrubs shall be grown or maintained in a fashion which unreasonably interferes with the other lot owners use and enjoyment of their respective properties. The Association shall determine whether any given trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be conclusive. All fruit trees shall be kept insect and disease free.

SECTION 9: Easements - Easement for utilities and drainage are reserved as delineated on the plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through 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 in it for which a public authority, utility company or homeowner's association is responsible.

SECTION 10: Natural Drainage. No owner shall change or interfere with the natural drainage of any part of the developed area without the prior written approval of the committee.

SECTION 11: Sewers - Individual sewage disposal systems for each lot are the responsibility of each Owner to install in accordance with governmental regulations.

SECTION 12: Sightliness - All clothes lines, garbage cans, equipment, satellite, motorcycles, snowmobiles, mobilehomes, boats, wood piles and storage piles shall be walled in or screened to conceal them from the view of the neighboring lots and streets.

SECTION 13: Business - No store, home business or other commercial enterprise shall be carried on upon said premises or permitted thereon which involves on-premises sales or on-premises customers, or which constitutes a nuisance.

SECTION 14: Irrigation Water - There shall be an irrigation system. Line sizes for irrigation water shall be consistent with recommendations and requirements of the Wenatchee Reclamation District and irrigation water shall be taken only from lines provided. Use of irrigation water by lot owners is secondary to commercial orchard use in the event of emergency situations, where the water supply is either restricted or shut off due to a mechanical failure of either the irrigation lines or pump, or a reduction or restriction imposed by the irrigation district.

SECTION 15: Roads - All interior roads as depicted in the final plat within the property described herein shall be the responsibility of the association. Parking on all roads is prohibited. All roads must be kept clear by the association for fire and other emergency vehicles.

ARTICLE 11

BUILDING COVENANTS

SECTION 1: No construction equipment or trucks larger than one ton, or stationary trailers, shall be permitted on any lot except for the purpose of construction of improvements within the subdivision.

SECTION 2: Single Family Dwellings - No structure shall be erected on any lot except one single family dwelling and associated accessory buildings (with the exception of lot #30).

SECTION 3: Existing Structures - No existing structures of any nature shall be moved onto said premises.

SECTION 4: Materials - The use of new materials on all exterior surfaces shall be required, except that used brick is permissible. Exterior constructed from materials indigenous to the Pacific Northwest is desired. No reflective finishes (other than glass or hardware fixtures) shall be used on exterior surfaces, including, but not limited to, the exterior surface of any of the following: roofs, all projections above roofs, fences, doors, window frames, pipes, equipment and mailboxes. No metal garage doors shall be installed.

SECTION 5: Drives and Off-Street Parking - At the time a structure is built on a lot, adequate off-street parking for at least two cars shall be provided on the lot. All driveways and parking bays shall be constructed of asphalt paving or concrete unless approval for use of other material is granted by the developer.

SECTION 6: Height Limit - No structure on any lot shall exceed a height which unreasonably interferes with the other lot owners use and enjoyment of their respective properties. The Association shall determine whether the height of any proposed structure unreasonably interferes with those rights and such determination shall be conclusive.

SECTION 7: Roof Materials - No building or structure shall be permitted on any lot without a wood shake, wood shingle or clay tile roof, unless prior written approval is given by the Association.

SECTION 8: Dwelling Size - No single story dwelling shall be constructed having a fully enclosed main floor living area of less than 1400 square feet. Two story dwellings may not have a living area of less than 1,700 square feet (this does not include garages, balconies, patios and the like), except on written waiver by the Association.

SECTION 9: Fences - No fences may be constructed without prior written approval by the Association. Any fence which is built must be maintained in a desirable manner, so that the fence is not broken, leaning, or otherwise have a shabby appearance.

SECTION 10: Time of Completion - Any dwelling or structure erected on said subdivision shall be completed as to external appearance, including finished painting, within 6 months from the date of the initial issuance of the building permit. Provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, order of governmental authorities or any other interruption beyond the control of the owner.

Section 11 Repair - All buildings located on any lot in the Center Court Subdivision shall be kept in good repair and in a generally attractive condition.

ARTICLE III

ADMINISTRATIVE COVENANTS

SECTION 1: Duration - This plat and dedication are made subject to the above restrictions and covenants which shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

SECTION 2: Amendment - Amendment of these covenants shall be by two-thirds (2/3) vote, with one vote per lot; provided, there shall be no amendment for the first three (3) years. Amendments shall be in writing, executed by a voting majority, and recorded in the same manner as these covenants.

SECTION 3: Severability - the provisions thereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provisions shall not affect any other provision hereof.

SECTION 4: Transfer of Membership - The Association membership of each Owner shall be appurtenant to the lot giving rise to such membership, and shall not be assigned or transferred except to the transferee of title to the lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner.

SECTION 5: Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots in the Center Court subdivision, but title to any property in this subdivision obtained through a sale and satisfaction of any mortgage or deed of trust shall be held subject to all of the provisions herein.

SECTION 6: 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 violation or to recover damages. The prevailing party in any dispute of the enforcement of these covenants shall be entitled to recover reasonable attorney's fees.

ARTICLE IV

DEFINITIONS

For the purposes of this Declaration and the Articles and Bylaws of the Association hereinafter provided for, certain words and phrases have particular meanings as follows:

1. Association - shall mean the Center Court Community Association, a Washington nonprofit corporation, its successors and assigns.
2. Common Areas - shall mean those portions of the development held by the Association Members and their guests, and those portions of the development which the Developer may, from time to time, commit in writing to transfer to the Association for the use and enjoyment of the Association Members and their guests.
3. Declaration - shall mean this Declaration of Covenants, Conditions and Restrictions, and any amendments thereto.
4. Developer - shall mean 5-All Associates and/or person or entity to which it transfers or assigns their rights as Developer.
5. Development Period - is as defined in Article III of the Declaration.

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6. Lot - shall mean a parcel of land located in the subdivision upon which there is to be constructed a building or buildings to be utilized as a single family residence.
7. Member - shall mean every person or entity that holds a membership in the Association.
8. Owner - shall mean the Developer or any owner of any portion of the subdivision, except Common Areas, whether one or more persons or entities, but shall exclude those having an interest therein merely as security.

ARTICLE V

DEVELOPMENT

SECTION 1: This Declaration shall not give the Association or any Owner, except the Developer, any rights in and to any portion of the total property until said portion is subjected to the Declaration and then only as hereafter provided in the Amended Declaration; provided, however, the Developer may in their discretion, allow members or others to use portions of the total property owned by them but not subjected to the Declaration upon such terms and conditions as shall be agreed upon by the Developer and the Association or others.

SECTION 2: At such time as additional portions of the total property are subjected to the terms and provisions of this Declaration, it shall be included in the Developed Area and owners thereof shall automatically become members of the Association, and shall be subject to the duties and obligations of members.

ARTICLE VI

DEVELOPMENT PERIOD

SECTION 1: Development Period shall mean that period of time from the date of recording the Declaration until the date when seven (7) lots located in the Developed Area are owned by persons or entities other than the Developer; provided, however, the Development Period shall automatically terminate two (2) years after the date of recording the Declaration.

Notwithstanding the foregoing, the Developer, at its option, may elect to terminate the Development Period at any time. Upon termination of the Development Period, either at the option of the Developer or when seven (7) lots are owned by persons or entities other than the Developer, or upon the expiration of two (2) years after the date of recording the Declaration, the Developer shall record with the City of Wenatchee Recording Officer a Declaration of Termination of Development Period Referencing the Declaration and stating that the Development Period is terminated, and the Development Period shall terminate with the recording of said document.

SECTION 2: Not less than ten (10) nor more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Developer shall appoint three (3) persons to act in the capacity of a temporary Board of Director of the Association. Said persons shall function in this capacity until their successors are elected and qualified.

SECTION 3: The Board of Directors appointed by the Developer as hereinabove provided, shall be responsible for arranging for the transfer of management from the Developer to the Association and for the operation of the Association until their successors are elected and qualified. Not more than ninety (90) days following the termination of the Development Period, the Board of Directors shall give written notice of the termination of the Development Period to owners. Said notice shall be transmitted by regular mail, postage prepaid and addressed to each owner at said owner's address last indicated on the books and records of the Association, and shall be deemed given when deposited in the United States Post Office.

Said notice shall specify that the Development Period has terminated, and shall further notify the owners of the date, place and time at which a meeting of the members of the Association will be held. The

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notice shall specify that the purpose of the meeting is to elect new officers and directors of the Association. Notwithstanding any other provision of the Articles or Bylaws of the Association to the contrary, for purpose of this meeting, those members present in person or by proxy shall constitute a quorum. The Board of Directors and officers of the Association shall be elected by a majority vote of said owners present in person or by proxy at said meeting.

ARTICLE VII

DEVELOPER'S RESERVED RIGHTS

During the Development Period all of the rights, duties and functions of the Association and/or the Board of Directors thereof, shall, at the Developer's option, be exercised only and entirely by the Developer, who shall have and exercise all rights and powers necessary to carry out the provisions of the Declaration during the Development Period. The Developer hereby reserves for themselves, their successors or assigns, all of said rights, duties and functions of the Association or the Board of Directors thereof. This general reservation shall be in addition to and not in limitation of any of the specific reservations contained elsewhere in the Declaration. The failure to include a reservation in any particular part of this Declaration shall not be construed as an intent that said reservation does not exist.

ARTICLE VIII

MANAGEMENT, ADMINISTRATION AND OWNERSHIP OF COMMON AREAS

SECTION 1: All common areas shall initially be owned by the Developer. The Developer shall have control over the management and administration of the common areas until they shall be transferred to the Association. The Developer shall have and hereby reserves for itself, its successors and assigns, the right, during the Development Period, to utilize said common areas for its business use and purpose, including, but not limited to, use and purposes related to the promotion and development of the total property. At the end of the Development Period, the Developer shall transfer said common areas to the Association and the control over the management and administration of said common areas shall then vest in the Association. The Developer may, at its option, transfer all of any portion of the common areas to the Association at any time. After said transfer, the management and administration of said common areas which have been transferred to the Association shall be the responsibility of the Association, but the Developer shall retain its reserved rights to utilize said common areas as hereinabove provided until the Development Period shall terminate.

SECTION 2: Upon tender of transfer of a common area to the Association, the Association shall accept the transfer of said common area and shall thereafter be responsible for the maintenance and operation of said common area transferred to it.

ARTICLE IX

ASSOCIATION

The Association shall be formed by the Developer not more than thirty (30) days from the date of recording the Declaration. Every person or entity who is an owner shall become a member of the Association. Membership shall be appurtenant to and may not be separated from an owner's interest in the Center Court subdivision. All members shall have rights and duties as specified in this Declaration, and in the Articles, Bylaws, Rules and Regulations of the Association.

ARTICLE X

VOTING RIGHTS

Members shall be entitled to one vote for each lot owned. When more than one person or entity has an interest in any lot the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any said lot. In the event that the Association decides to adopt By-laws it shall take a majority vote among the lot owners to both validate the By-laws and to amend the By-laws at a later date.

ARTICLE XI

PROPERTY RIGHTS IN COMMON AREAS

After transfer to the Association, every member and his guests or tenants, shall have a right, easement of enjoyment in and to, and an easement for ingress and egress over and upon the common areas which rights and easements shall be appurtenant to and shall pass with the transfer of every lot, subject to the following restrictions:

- a. The right of the Association to limit the number of guests of members upon the common areas, and to adopt rules and regulations as provided in the Declaration;
- b. The right of the Association to exclusive use and management of said common areas for utilities such as pumps, pipes, wires, conduits and other utility equipment, supplies, and materials;
- c. The rights reserved to the Developer in the Declaration; and
- d. The other restrictions, limitations and reservations contained or provided for in the Declaration, the Articles and Bylaws of the Association, and Rules or Regulations adopted by the Association.

ARTICLE XII

MAINTENANCE AND COMMON EXPENSE

SECTION 1: Maintenance and common expense applies only to those lots bordering on the private drive.

SECTION 2: The Association shall maintain the common areas and improvements located thereon in the same condition as a reasonable prudent owner would maintain his own home so that the entire Developed Area will reflect a high pride of ownership.

SECTION 3: Each owner hereby covenants and agrees to maintain his respective property in the same condition as a reasonable prudent owner would maintain his own home so that the entire Developed Area will reflect a high pride of ownership. If any owner shall fail to so maintain his property, the Association shall have the right to notify said owner in writing of the maintenance required. If said maintenance shall not be performed within thirty (30) days from the date said notice is delivered to the non-performing owner, the Association shall have all remedies as provided in the Declaration.

SECTION 4: Certain expenses shall be paid by the Association for the benefit of all owners and shall be referred to as common expenses. The common expenses shall be paid by the Association from funds collected from monthly and special assessments as hereinafter provided. There shall be a limit on the charges from maintenance of \$25.00 per month, per lot during the period of development. There shall be a limit of the charges for special assessments of \$250.00 per year, per lot during the period of development.

Notwithstanding anything herein contained, the Developer, its successors or assigns, shall not be required and shall not be obligated to pay assessments either with regard to lots before they are sold or

transferred to persons or entities, other than the Developer, or with regard to lots repossessed or reacquired by Developer. All expenses shall include but not be limited to, the following:

- a. The expenses of maintaining the common areas held by either the Association or the Developer;
- b. The cost of maintaining insurance coverage on common areas held by the Association or the Developer;
- c. The cost of any repairs or replacement of the common areas held either by the Association or the Developer;
- d. Costs of operating the Association; and
- e. Any other expense which shall be designated as a common expense in the Declaration or, from time to time, by the Association.

SECTION 5: An adequate reserve fund for the replacement of common area improvements shall be established and shall be funded by depositing into said fund a portion of the monthly assessments collected from the owners. That portion of the monthly assessments deposited into said reserve fund shall be determined by the Developer during the Development Period and thereafter by the Association.

SECTION 6: The only improvements to the common areas for which either a maintenance or special assessments charge may be made by the developer, during the development period, are as follows:

- a. Roads - Maintaining of private road, including the clearing of snow and ice.
- b. Maintenance of the landscaping of the island in the entrance to the private road, including the mail box housing.
- c. Irrigation Water - Maintaining the pump and lines

No other improvements, nor costs associated with any other improvements will be proposed or enforced by the developer during the development period.

ARTICLE XIII

ASSESSMENTS

SECTION 1: The following assessments apply only to those lots in the Center Court Development which borders on the private drive.

SECTION 2: From and after the date the first sale from the Developer to an owner is executed and the transaction relating thereto is closed, each lot shall be subject to monthly assessments or charges in an amount to be determined by the Developer during the Development Period and thereafter by the Association. The amount of monthly assessments shall be that necessary to pay common expenses; provided, however, there shall be charged a minimum assessment of Fifty Dollars (\$50.00) per year. The amount of the monthly assessments may be increased or decreased periodically as may be necessary from time to time to properly provide for payment of said common expenses.

SECTION 3: The amount of the monthly assessments shall be equal for all lots.

SECTION 4: The Association shall, upon written demand, furnish a certificate in writing, setting forth whether the assessment, either monthly or special, on a specified lot has been paid. A reasonable charge may be made for the issuance of these certificates.

SECTION 5: In addition to the monthly assessments authorized above, the Association, by and through its Board of Directors, may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the common areas, including the necessary fixtures and personal property related thereto, or for any other purpose determined necessary by the Board of Directors of the Association. The special assessment to be charged shall be apportioned in the same manner as monthly assessments for common expenses are apportioned as hereinabove provided. Special

assessments may be payable in monthly installments, quarterly installments, or such other periodic installments as shall be determined by the Association.

SECTION 6: If the amount of monthly assessments collected by the Developer to the date of the termination of the Development Period shall exceed the amount expended by the Developer for common expenses to said date, the excess funds shall be transferred to the Association. All rights to collect delinquent assessments shall be assigned and transferred to the Association at the termination of the Development Period.

ARTICLE XIV

COLLECTION OF ASSESSMENTS, ENFORCEMENT OF DECLARATION, ATTORNEY'S FEES AND COST

SECTION 1: All assessments, together with interest thereon and costs of collection thereof and reasonable attorney's fees, as herein provided, against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner at the time the assessment fell due.

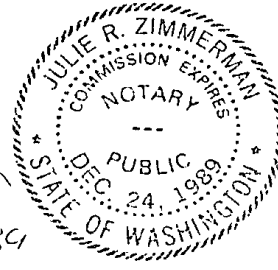
SECTION 2: If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from due date at the maximum rate allowed by law. Each owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such nonpaying owner personally for the collection of delinquent assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such lien, including foreclosure by an action brought in the name of the Association in like manner as a Washington mortgage on real property, and each owner hereby expressly grants to the Association of power of sale in connection with such liens. Any institutional holder of a first mortgage or deed of trust on any lot shall be given a written notification from the Association of any default in the performance by the individual lot borrower of any obligation under the Declaration, uncured for thirty (30) days. In the event the Association gives to any owner of a lot any notice that such owner has for more than thirty (30) days failed to meet any obligation under the first mortgage or institutional first deed of trust beneficiary which has requested to be so notified. The liens provided for in this Section shall be in favor of the Association, shall be for the benefit of the Association, and the amount of said liens shall include interest, costs of collection and reasonable attorney's fees. The Association shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the Association employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce compliance with or specific performance of the Declaration, Articles, Bylaws, Rules and Regulations of the Association or provisions of the Declaration, and Association shall be entitled to the award of reasonable attorney's fees and costs incurred. In the event any owner shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms of the Articles, Bylaws, or Rules and Regulations of the Association or the Declaration for a period of thirty (30) days, said owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent owners as may be provided in the Articles, Bylaws, Rules and Regulations of the Association.

DATE 9/15/86

5-ALL ASSOCIATES

[Signature]
Randy Zielinski

[Signature]
Richard Cox



late expiration
Dec 24, 1989

STATE OF WASHINGTON) ss.
County of Chelan

On this day personally appeared before me Dr. Richard Cox,
Randy Zielinski
to me known to be the individual described in and who executed the within
and foregoing instrument and acknowledged to me that _____ signed the
same as _____ free and voluntary act and deed for the purposes therein
mentioned.

Given under my hand and official seal this 15 day of Sept.
1986.

[Signature]
Notary Public in and for the State of Washington, residing at
Wenatchee, Wash.