



CRUMBACHER ESTATES OWNERS ASSOCIATION PROTECTIVE COVENANTS

The undersigned Officers of the Corporation, Crumbacher Estates Owners' Association, known as Crumbacher Estates in Okanogan County, State of Washington, as shown and designated on the Plat thereof recorded in Book H of Plats, Section 2, page 28, records of Okanogan County, Washington, do hereby acknowledge and state acceptance of the following protective covenants, conditions, and reservations as established pertaining to all of its lots. This document shall supersede in all areas the original covenant documentation, along with any amendments.

ASSOCIATION GOVERNANCE

1. Crumbacher Estate Owners' Association has been incorporated in the State of Washington as a non-profit corporation, and is hereinafter referred to as "company."
2. The purposes and powers of the company, and the rights and obligations inherent in membership are set forth in its Articles of Incorporation, and the provisions of this declaration with respect thereto are for general descriptive purposes only.
3. The company is and shall be obligated to accept title to and maintain the domestic and irrigation water system for the owners of said plat, and any improvements thereon, and any streets and drainage facility of the plat, all for the common benefit of land owners of said plat.
4. The company shall also be the means for the promulgation and enforcement of all regulations, including these protective covenants, necessary to the governing of and use and enjoyment of the water system, streets, or such other properties within the plat as it may from time to time own. This process shall be directed and guided by policy.
 - I. The Board shall create written policies to direct the clarification, interpretation, and enforcement of these covenants.
 - II. Such policies may be changed or revoked by a majority vote of the association members present at a regular or special purpose meeting.
 - III. These protective covenants may be amended, updated or changed by a "yes" vote provided by at least 60% of the entire membership as taken in person or by ballot or by proxy at a board, annual, or special meeting.
5. Every person, who acquires title, legal or equitable, to any lot in the plat shall automatically become a member of the company, provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money.
 - I. Each membership acquired with title to a lot is and shall always be appurtenant to the title of a particular lot.
 - II. Each lot is entitled to one vote in matters submitted to a vote of the membership of the company.
6. The company shall have all the powers that are set forth in its Articles of Incorporation and By-Laws, or that belonging to it by operation of law, including;



- I. The power to levy against every lot in the plat uniform annual charges to cover its actual and estimated costs and expenses of performing its functions and obligations under this declaration.
 - II. Notwithstanding anything herein to the contrary, expenses incurred by the company in the maintenance of its property and in the furthering and promoting of its purposes shall be borne proportionately by all lot owners, as herein provided, insofar as they retain title to any unsold lots within the plat.
 - III. The monthly charge per lot shall not be increased or decreased without a 60% vote of the Board of Directors of the company.
7. Every such charge shall be paid to the company on or before the date established by the Board of Directors pursuant to the minutes of Board meetings or to a resolution adopted by such Board fixing the amount of the charge.
- I. Written notice of the charge so fixed and the date of payment shall be sent to each member.
 - II. Said charges shall constitute a personal debt of the lot owner and remain a lien upon the property of the respective member until paid.
8. Upon the adoption of a schedule of charges, the company may, in the event such charges are not promptly paid, cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the offices of the County Auditor of Okanogan County, Washington.
- I. Such recorded notice shall embody the rate of the charge, the time payable, and when it becomes a lien.
 - II. When paid, the company shall from time to time execute, acknowledge and record in the Okanogan County Auditor's offices a release of lien with respect to the property for which payment has been made.
9. Each lot owner in the plat shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including;
- I. Attorney's fees and the obligation to pay such charges, interest and costs thereby constitutes an obligation running with the land.
 - II. Sale or transfer of any lot shall not affect any lien for charges provided for herein.
10. The grantee of any lot subject to the coverage of these declarations, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to each and all of these declarations and the agreements herein contained, and also the Jurisdiction, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree with the grantees and subsequent owners of each of the lots within the subdivision to keep, observe, comply with and perform said declarations and agreements.
11. If any lot owner in the plat or their heirs and assigns, or any person or persons, firm or corporation deriving title from or through them shall violate or attempt to violate any of the covenants, conditions or restrictions herein, it shall be lawful for the company to prosecute and



proceed at law or in equity against such person or persons, firm, or corporations, violating or attempting to violate said covenants and restrictions, to prevent them or him from so doing or to recover damages for such violation, notwithstanding the fact that such errant lot owner may no longer hold title to a lot in the plat.

I. The covenants, restrictions and conditions contained in this declaration or any supplemental declaration shall be enforceable by proceeding for prohibitive or mandatory injunction.

II. Damages shall not be deemed an adequate remedy for breach or violation, but, in an appropriate case, punitive damages may be awarded.

III. In any action to enforce any such covenant, restriction or condition, the party or parties successful in the action shall be awarded costs including reasonable attorney's fees.

IV. In addition to other remedies stated herein, the company may enter upon any lot where such violation or breach exists and may abate or remove the thing or condition causing the violation or breach or may otherwise curb the violation or breach. The costs incurred shall be billed to and paid by the owner or owners of the lot. If the owner or owners of the lot fail, after demand, to pay such costs then the company shall have a lien, from and after the time a notice of such failure to pay is recorded in the records of Okanogan County, Washington, against the lot of such owner or owners for the amount due and not paid, plus interest from the date of demand for payment at the legal maximum rate of interest, plus all costs and expenses of collecting the unpaid amount, including reasonable attorney's fees. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Washington.

12. Failure to enforce any restriction, covenant or condition in this declaration or any supplemental declaration shall not operate as a waiver of any such restriction, covenant or condition or of any other restriction, covenant or condition, or waive in individual cases by the company.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant herein or to collect any assessment of the company aforesaid, either to restrain violation, recover damages, or collect assessments.

14. Invalidation of any of these covenants, conditions and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

LOTS, BUILDINGS, AND IMPROVEMENTS

1. Lots shall only be permanently improved with single family residential structures, together with such other improvements and structures as are necessary or customarily incident to the lot purposes, including without limitation stable, corral, barn, and other similar structures.

I. The permanent dwelling or residence structure or complex shall provide a minimum living floor area of 1,000 square feet, exclusive of garages, porches, patio and accessory structures.

II. All buildings or improvements shall have no more than two stories constructed entirely above ground level, with a maximum height not to exceed 30 feet.

III. All structures requiring a building permit will meet county setback requirements.



IV. Structures not requiring a building permit (e.g., a wood or tool shed) shall be set back at least five feet from property lines.

V. Permanent exterior siding shall be completed within two months of beginning of construction framing or remodeling.

VI. A mobile house trailer, camper, or other temporary shelter may be used as a temporary residence, during construction of a permanent residence, for no more than twelve months.

2. Building plans shall be submitted to the Board for review and approval to ensure compliance with these covenants.

3. Lots shall be and remain the size and dimension shown on the recorded plat map of the size and dimension shown on the recorded plat map of Crumbacher Estates.

4. For new construction, permanent mobile or manufactured homes may be located only on lots north of the south boundary line of Lot 13, Crumbacher Estates, a plat recorded in Book H, Section 2, page 28, records of Okanogan County and the South boundary line of Lots 15 and 16 of Pine Cone Estates, a plat recorded in Book H of Plats, Section 2, page 38, records of Okanogan County, Washington. Newly constructed buildings located south of the south boundary line of lot 13, Crumbacher Estates, and south of the south boundary line of lots 15 and 16, Pine Cone Estates, must be built to Washington State Uniform Building Code Specifications.

PROPERTY CONDITIONS

1. All property within the subdivision, and all improvements on any such property, shall be kept and maintained by the owner thereof in clean, safe, and attractive condition and repair.

2. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. No signs or advertising devices of any nature shall be erected or maintained on any lot within the subdivision except as necessary to identify the ownership of such property. Owners may place suitable signs of not more than 5 square feet advertising the property for sale or rent, or to endorse political candidates or issues prior to a general or primary election.

4. All garbage and other refuse shall be kept within sanitary containers and regularly emptied, and all other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

5. No tree with a trunk in excess of eight inches in diameter at breast height (dbh) on any lot shall be removed or destroyed except in that area set aside for the construction of a residence or related infrastructure. Removal of dead, diseased, or hazard trees, or thinning to create increased forest health may be approved upon application to the Board of Directors.

BUSINESSES

1. No property within the subdivision shall be used by a lot owner at any time for business or commercial activity.

I. "Business or commercial activity" shall be defined as such activity that materially conflicts with the intended residential nature of the Association.



II. A home-based, Internet-based, or other such business that does not materially impact the residential nature of Crumbacher Estates may be considered and allowed. Such impacts may include, but are not limited to, excessive vehicle traffic, increased or constant noise, industrial-type buildings, and commercial vehicles.

2. No land owner shall sign a petition for the creation of a Herd Law District within the plat or on land adjoining the plat, but each land owner shall have an obligation to properly fence his property to contain any livestock or pets maintained thereon.

3. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

PETS AND ANIMALS


1. Each lot owner may maintain his normal household pets, and a maximum of one grazing animal per 20,000 square feet.

2. Owners shall keep their dogs confined to their own properties or in direct control by a responsible person.

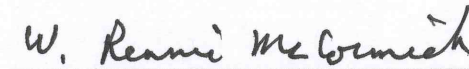
3. Swine and goats are prohibited.

4. Livestock or pets shall not be kept, bred, or maintained for any commercial purpose.

APPROVED by majority vote of the Crumbacher Estates Owners Association on June 6th, 2012 and ADOPTED this 30th day of July, 2012.



Douglas Hale, President



Rennie McCormick, Director



Darren Schmidt, Vice-President



Roxana Martin, Director



Ken Radford, Secretary/Treasurer