

Return Address

Walla Walla Co Planning

Document Titles (ie: type of document)

Declaration of Covenants

Auditor File Number(s) of document being assigned or released:

2004-01913

Grantor

- 1. Table Rock Subdivision
- 2. Gatewood, W Paul
- 3. Gatewood, Carol

Additional names on page \_\_\_ of document.

Grantee

- 1. Public
- 2.
- 3.

Additional names on page \_\_\_ of document.

Legal description (ie: lot and block or section township and range)

Additional legal is on page \_\_\_ of document.

Assessors Parcel Number

Additional parcel number is on page \_\_\_ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. Please Type or print the information. This page becomes part of the document.



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**DECLARATION OF RESTRICTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF  
TABLE ROCK SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

Where as W. Paul Gatewood and Carol Gatewood are the owners of all the real property located in Walla Walla County, Washington, known as the Table Rock Subdivision, which is more particularly described in Annex "A" attached hereto and incorporated herein by reference. Such property is made subject to the following protective covenants, reservations and restrictions.

NOW, THEREFORE,

1. General Plan: The Original Owners do hereby establish a general plan for the improvement and development of Table Rock Subdivision, and do hereby establish covenants, conditions, reservations and restrictions upon which and subject to which all lots and portions thereof as shown on the Plat of Table Rock Subdivision shall be improved, sold, conveyed or used.
2. Effect of Covenants: The covenants, conditions, reservations and restrictions herein set out are to run with the land and shall be binding upon all parties and all persons owning lots, or any interest therein, and shall insure and pass with each and every parcel of Table Rock Subdivision and shall bind the respective successors in interest of the present Original Owners thereof.
3. Duration: These Reservations and Restrictive Covenants shall continue in full force and effect perpetually unless otherwise amended as hereinafter provided.
4. Residential Committee: A committee of up to five persons shall serve as Restrictions and Residential Committee referred to herein as the Residential Committee. The original Residential Committee shall consist of W. Paul Gatewood, Carol Gatewood and Rod Gatewood. If any person becomes unable or unwilling to serve as a member of this Residential Committee, his or her replacement shall be elected by members of the Homeowner's Association on one vote per lot basis. The decisions of the Residential Committee shall be final in all matters referred to it. The Committee shall have the authority to issue rules from time to time, with respect to any unforeseen problems that may arise in Table Rock Subdivision. A Table Rock Homeowner's Association will be established when five or more homes are occupied to pay upkeep on entry area (if developed) and street light electric fees to Columbia Rural Electric.
5. Plans and Specifications: Before any construction is commenced on any lot and before any exterior alterations are made to any existing structures, a copy of the architectural plans and specifications, site plan of the proposed structure and detailed landscape plan shall be submitted to the Residential Committee. All homes shall have an underground irrigation system. Such construction or alteration shall not be started until approval in writing has been given by the Residential Committee. The Residential Committee shall have the power and authority to refuse to approve any design, finish, method of painting or color of any proposed construction or alteration which is not compatible to Table Rock Subdivision, aesthetically or



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otherwise, and in so passing upon such design, finish, painting or color, the residential Committee shall have the right to take into consideration the suitability of the proposed structure, the material of which it is to be built, the site upon which it is proposed to be erected, the harmony with other buildings and surroundings, and any and all factors which in the opinion of the Residential Committee, shall affect the desirability or suitability of such proposed structure, and its location on the site, or the improvement or alteration.

6. Land Use:
- (a) Single Family Residence: No lot or lots shall be used for other than single-family residence purposes. There shall not exist on any lot at any time more than one single family residence. Single-story residences shall have a minimum of 1,750 square feet of living space. Two-story residences shall have a minimum of 1400 square feet of living space on the ground level, with a total of not less than 2000 square feet of living space on the first and second level combined. The square footage in an underground or daylight basement will not count as a portion of the required living space square footage total. The main living area of split entry homes will be counted as the main floor and will be 1600 square feet. Lower level minimum size of 600 sq. ft.
  - (b) Liability: The Residential Committee shall not be held responsible or liable for covenant violations by lot owners nor shall the Committee be liable for design and plan approvals that have been given due consideration.
  - (c) Garage: Garages shall be attached to the residence and shall be built as a minimum "two-car" and a maximum "three-car" size. Garage doors may be either "single" or "double" doors, and shall be a maximum of eight feet in height. All residences must have enclosed garages. No carports will be allowed.
  - (d) Quality of Residence: No residence shall be permitted on any lot at a cost of less than an amount fixed from time to time by the Residential Committee. The intention and purpose of this covenant is to assure that all residences shall be of a uniformly, excellent quality of workmanship and materials and of sufficient floor space to create the desired appearance and residential tone of Table Rock Subdivision for attractive residences and to maintain the value of the property for residential purposes. No trailer, tent, shack, mobile home, motor home, temporary building, outbuilding, guesthouse, garden sheds, etc. or similar structure shall be erected upon any lot in Table Rock Subdivision. All structures will be built on site. All homes will be completed within one year from date of permit issuance.
  - (e) Sewer pump station hook up fees (\$1550 based on 9,600 square foot lot) to be paid by purchaser at time of building permit issuance.
  - (f) Drainage and water runoff plan must be attached to plans at time of submitting plans for approval.
7. Building Location and Set-back lines: The location of any building or other structure shall be in accordance with applicable building codes, zoning ordinances, the plat and the stipulations of the Residential Committee.



8. Vehicles: No trucks or pickups having a rated carrying capacity larger than a ¾ ton, commercial type vehicles, motor homes, mobile homes, boats, trailers (mobile or stationary), campers, motorcycles, non-passenger type vehicles or disabled and non-operative vehicles shall be stored or parked on any lot except in a closed garage, nor parked on any street included in Table Rock Subdivision for more than twenty-four (24) hours in any one week.
9. Garbage, Trash, Weeds, Nuisance: Garbage receptacles and trashcans shall be sanitary and in complete conformity with municipal sanitary rules and regulations and shall be concealed by screening or shrubbery acceptable to the Residential Committee. In the event that any owner of any property in Table Rock Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, refuse piles, trash, garbage, waste or other unsightly objects or growths, the Residential Committee or its delegate may enter upon such lands and remove the same at the expense of the fee owner or occupant and such entry shall not be deemed a trespass. In the event of such removal, a lien shall arise and be created in favor of the Homeowner's Association and against such lot for the full amount chargeable to such lot. Such amount shall be due and payable within 30 days after the fee owner or occupant is billed therefor. Dumping of trimmings or trash on any lot will not be allowed.
10. Antennas of any kind on exterior of residence will be prohibited except satellite dishes (24" or smaller). Location of these dishes must be presented with submission of plans and landscape details.
11. Walls, Fences and Planting: No fence, wall or hedge other than resident-foundation planting shall be permitted to extend nearer to any street than the minimum set back line of the residence and no fence, wall, hedge or mass planting or shrubs shall be permitted on any part of the lot that is higher than 72 inches above the ground, except that a fence, hedge, or other type of screening, not to exceed six feet in height, may be erected as a part of a patio, lanai, porch, or court area if used as an integral part of the architectural design of the house. No fence, wall, hedge or mass planting of shrubs shall be placed on any lot until after the height; type, design and approximate location thereof shall have been approved in writing by the Residential Committee. The heights or elevations of any wall or fence shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights shall be determined by the Residential Committee.
12. Street trees: Each property owner shall, as required by the City of Walla Walla, plant street trees in a row near the sidewalk at a uniform distance from the sidewalk, throughout the addition (subject to the spacing requirements as set forth in the City's Tree Master Plan). Each homeowner will be required to obtain a tree permit from the City of Walla Walla Parks and Recreation Department and plant the approved trees in the parking strip.



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13. **Exterior Lighting:** The use of highly illuminating exterior lights, including mercury or vapor lights, is prohibited. Street light fees and the upkeep of entry landscape area will be paid by the Homeowner's Association.
14. **Sidewalks:** Each property owner shall be responsible for the installation of a sidewalk on the street side of the premises according to municipal specifications.
15. **Occupancy:** No private dwelling house erected upon any lot shall be occupied until made to comply with the approved plans, the stipulations herein, and all other covenants, conditions, reservations and restrictions herein set forth.
16. **Signs:** No signs shall be erected or maintained upon any lot except that the property owner may display signs for public elections or to advertise that the property is for sale or lease, but such signs shall be no larger than 900 square inches.
17. **Easements:** Easements are hereby reserved for the purpose of installing and maintaining utility facilities which utility easement are described a "utility Easements" upon the recorded plat. All claims for damages, if any, arising out of the construction maintenance and repair of utilities, roadways, or on account of inconvenience cause thereby against the original owners, any utility company, municipality, or any of their agents or servants, are waived by acceptance of the Deed by the lot owners.
18. **Animals:** No horses, cattle, swine, goats, livestock, poultry, or animals of any kind shall be raised, bred or kept on any lot except that household pets may be kept in compliance with the laws and regulations of the City of Walla Walla and provided further they are not kept, bred or maintained for any purpose.
19. **Rural Setting:** Each landowner realizes Table Rock Subdivision is in a rural setting and from time to time dust from farming will occur. Each landowner acknowledges and agrees this is an acceptable issue.
20. **Lots 6, 7 & 8:** These lots shall have access only from Wolf Fork Place
21. **Enforcement:** For a violation or a breach of any of these reservations and restrictions by any person, the Residential Committee, the owner of a lot in Table Rock Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to collect damages or to compel a compliance with the terms hereof or to prevent the violation or breach of any covenant herein. If the plaintiff prevails in such litigation against the violator, the plaintiff shall also be entitled to reasonable attorney's fees and costs incurred in such litigation. If the Residential Committee brings a suit in law or equity for damages or to compel a compliance with the terms hereof or to prevent a violation or breach hereof, then the violator shall be responsible for the payment of all attorney fees and costs and when such damages, fees and costs are assessed, the same shall be a lien upon the lot upon which the violation occurred. Suit to recover damages and attorney fees and costs shall be



maintainable without foreclosing or waiving the lien securing the same. In the alternative, the hold or such money judgement shall be entitled to foreclose the lien in the same manner as is provided for the foreclosure of mechanic's and materialmen's liens under the laws of the State of Washington, Chapter 64.04, Revised Code of Washington, and any amendments thereto. In any action to foreclose a lien, the same shall include a reasonable sum for attorney fees and all costs and expenses reasonable incurred in preparation for an in the prosecution of such action in addition to the taxable costs permitted by law.

22. Amendments. This Declaration of Restrictive Covenants can be amended in writing by a 70% majority of landowners in Table Rock Subdivision. Such amendments to be effective must be recorded in the Office of the Auditor of Wall Walla County.

Dated this 12<sup>th</sup> of Feb, 2003

  
W. Paul Gatewood

  
Carol Gatewood

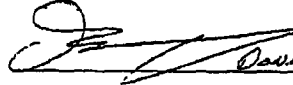


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STATE OF WASHINGTON )  
 )  
COUNTY OF WALLA WALLA )

I certify that I know or have satisfactory evidence that **W. PAUL GATEWOOD** and **CAROL GATEWOOD** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 2-12-04

 Donald W. Harrison Jr.

Notary Public in and for the State of Washington  
Residing at Walla Walla  
My appointment expires: 11-1-04

