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on 05/23/2008 at 12:12

Total of 12 page(s) Paid: \$ 95.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AALLEN

Abbrev. Leg NW 1/4&SW 1/4& PTN SE 1/4 9-29-40 and PTN SE 1/4 5-29-40 and
PTN NE 1/4 8-29-40 and PTN SW 1/4 4-29-40
Parcel No. 2455700, 2455799, 2455800, 2451816, 2455010, and 2449400

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF "STONEBROOK RANCH"
AND ROAD MAINTENANCE AGREEMENT
LOCATED IN STEVENS COUNTY, WA**

THIS DECLARATION AND AGREEMENT, is made and entered into this 22ND day of May, 2008, by and between the undersigned property Owners/Developers, **STONEBROOK RANCH, L.L.C.**, a Washington Limited Liability Company, hereinafter designated as **STONEBROOK, ALWINE PROPERTIES, INC.**, A Washington Corporation, hereinafter designated as **ALWINE, IVAN W. METZGER AND SALLY I. METZGER**, husband and wife, hereinafter designated as **METZGER, MARK A. POTTER AND ANN M. POTTER**, husband and wife, hereinafter designated as **POTTER, JACQUELYN R. MACCONNELL**, an unmarried woman, hereinafter designated as **MACCONNELL**, as Declarants/ Grantors and as Grantees.

RECITALS

A. WHEREAS, **STONEBROOK** owns real property in Stevens County, legally described as:

PARCEL A: (2455700)

The NW1/4 of Section 9, Township 29 North, Range 40 East W.M., in Stevens County Washington.

PARCEL B: (2455799, 2455800)

The SW1/4 and the West 670.32 feet of the South 1300.39 feet of the SE1/4 of Section 9, Township 29 North, Range 40 East, W.M., in Stevens County, Washington.

WHEREAS, ALWINE and METZGER owns real property in Stevens County, legally described as:

PARCEL C: (2451816)

That part of the SE1/4 of the SE1/4 of Section 5, Township 29 North, Range 40 East W.M., in Stevens County, Washington, described as follows:

Beginning at the Southeast corner of said SE1/4 of the SE1/4; thence North 3°31'04" East along the Easterly line of said SE1/4 of the SE1/4 a distance of 1360.97 feet to the Northeast corner of said SE1/4 of the SE1/4; thence North 89°37'50" West along the Northerly line of said SE1/4 of the SE1/4 a distance of 1198.00 feet to an existing fence; thence Southerly along said fence and extensions thereof the following courses and distances; thence South 4°28'08" East 533.32 feet; thence South 8°54'50" West 656.83 feet; thence South 13°21'37" West 207.05 feet to the Southerly line of said SE1/4 of the SE1/4; thence North 89°15'13" East along the Southerly line of said SE1/4 of the SE1/4 a distance of 1222.64 feet to the Point of Beginning.

PARCEL D: (2455010)

That part of the NE1/4 of Section 8, Township 29 North, Range 40 East W.M., in Stevens County, Washington, described as follows:

Beginning at the Northeast corner of said Section 8; thence South 2°28'08" West along the Easterly line of said NE1/4 a distance of 1770.00 feet; thence North 74°07'10" West 1199.08 feet; thence North 4°07'40" West 732.95 feet; thence North 0°27'51" West 349.02 feet; thence North 21°08'32" East 214.86 feet; thence North 13°21'37" East 134.53 feet to the Northerly line of said NE1/4; thence North 89°15'13" East along the Northerly line of said NE1/4 a distance of 1222.64 feet to the Point of Beginning.

WHEREAS, POTTER owns real property in Stevens County, which property is a portion of the property above listed as Parcel B and previously owned by STONEBROOK, legally described as:

PARCEL 16:

The North ½ of the SW1/4 of the SW1/4 of Section 9, T29N, R40E, W.M., Stevens County, Washington.

Said parcel embraces 21.6 acres.

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

TOGETHER WITH an easement for ingress, egress, utilities, and drainage over, under, and across a portion of the South ½ of Section 9, T29N, R40E, W.M., Stevens County, Washington being 30 feet in width, 15 feet on each side of the following described centerline;

BEGINNING at a point on the South line of said Section 9, from which the South 1/4 corner of said Section 9 bears S89°54'39"W a distance of 641.92 feet; said point also being on the North

line of Lanham Road (County Road No. 1223); thence along the following easement centerline courses; N14°49'27"W 41.09 feet; thence N15°46'27"E 102.38 feet; thence N15°23'44" W 307.50 feet; thence N88°25'01"W 331.00 feet; thence N32°49'11"W 64.41 feet; thence N22°46'40"E 110.10 feet; thence N06°33'05"E 67.21 feet; thence N09°40'32"W 149.77 feet; thence N30°08'45"W 93.68 feet; thence N50°36'56"W 138.75 feet; thence N63°58'19"W 68.11 feet; thence N77°19'42"W 113.20 feet; thence N89°18'24"W 872.32 feet; thence S65 °24'34"W 148.22 feet; thence S82°10'43"W 129.63 feet; thence S53°29'55"W 96.86 feet to a point on the East line of the SW1/4 of the SW1/4 of said Section 9, said point being the terminus of this easement centerline.

PARCEL 17:

The South ½ of the SW1/4 of the SW1/4 of Section 9, T29N, R40E, W.M.; Stevens County, Washington.

Said Parcel embraces 21.6 acres, more or less.

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

TOGETHER WITH an easement for ingress, egress, utilities, and drainage over, under and across a portion of the South ½ of Section 9, T29N, R40E, W.M., Stevens County, Washington being 30 feet in width, 15 feet on each side of the following described centerline:

BEGINNING at a point on the South line of said Section 9, from which the South 1/4 corner of said Section 9 bears S89°54'39"W a distance of 641.92 feet; said point also being on the North line of Lanham Road (County Road No. 1223); thence along the following easement centerline courses; N14°49'27"W 41.09 feet; thence N15°46'27"E 102.38 feet; thence N15°23'44"W 307.50 feet; thence N88°25'01"W 331.00 feet; thence N32°49'11"W 64.41 feet; thence N22°46'40"E 110.10 feet; thence N06°33'05"E 67.21 feet; thence N09°40'32"W 149.77 feet; thence N30°08'45"W 93.68 feet; thence N50°36'56"W 138.75 feet; thence N63°58'19"W 68.11 feet; thence N77°19'42"W 113.20 feet; thence N89°18'24"W 872.32 feet; thence S65 °24'34"W 148.22 feet; thence S82°10'43"W 129.63 feet; thence S53°29'55"W 96.86 feet to a point on the East line of the SW1/4 of the SW1/4 of said Section 9, said point being the terminus of this easement centerline.

WHEREAS, MACCONNELL owns real property in Stevens County, legally described as:

PARCEL E: (2449400)

That Portion of S1/2 of S1/2 of SW1/4 of Section 4, Township 29 N, Range 40 E, W.M. in Stevens County, Washington, lying Westerly of Chamokane Creek.

This portion left intentionally blank.

B. We do hereby declare and impose the following restrictive covenants as to the development of said property and the uses to which it may be put. Said declaration constituting covenants that run with all of the land and to be binding upon all persons now or hereafter or claiming or having interest in said property. The stated purpose of such conditions, covenants and restrictions is to insure that said property will be made more desirable, to be uniform in uses and suitable, for the uses and purposes indicated herein. The property has been developed and segregated into twenty acre or more parcels for individual ownership.

C. The Property Owners listed above and signing below, desires to impose the obligation of a road maintenance agreement, for the mutual benefit of all current owners and any successors in interest to it of Parcels A through E listed above including the record survey recorded September 26, 2007, under Auditor's File No. 20070011168, Book N/A, Page N/A situated in the County of Stevens, State of Washington, to provide for maintenance of the roadway legally described on the record survey recorded September 26, 2007, under Auditor's File No. 20070011168, Book N/A, Page N/A. Said survey is hereby incorporated herein.

NOW, THEREFORE, the parties make the following:

DECLARATION AND AGREEMENT

1. **RESTRICTIONS ON USE.** Parcels shall be used for single family residential or agricultural purposes; provided however, that no cattle, pigs, goats, poultry or other livestock or animals shall be raised commercially on any parcel; and provided further, that a parcel may not be used for any other commercial purposes with the exception of horse boarding. No structure shall be erected or placed except in compliance with applicable building codes and land use regulations. All homes must be standard construction stick built homes, 2000 square feet or larger, not including garage area.
2. **PARCEL MAINTENANCE.** Each parcel of land and the exterior appearance of any improvements thereon shall be maintained in a clean, orderly fashion and kept in good repair at all times. No garbage, refuse, rubbish or cuttings shall be allowed to accumulate on any lot. Such materials, when present, shall be kept in sanitary containers well suited for the purpose, screened and shielded from the road and other residences. Litter during construction on a Lot should be disposed of promptly.
3. **NUISANCES.** No noxious, illegal, or offensive activities shall be carried on within any parcel, nor shall anything be done therein which may be or may become an annoyance or a nuisance to the neighborhood, cause pollution, damage commonly maintained property or

endanger others, or which may in any way interfere with the quiet enjoyment of each of the other owners of their respective parcels. No person shall keep or permit on any lot any motor vehicle hulk, abandoned motor vehicle, or motor vehicle which remains in a state of disrepair for a period exceeding 30 days. This shall be considered a nuisance.

4. **COMPLETION OF IMPROVEMENTS.** The work of construction, altering or repairing any structure shall be diligently prosecuted from its commencement until completion, and in any event, the exterior appearance thereof shall be completed within one year after the commencement of construction. All approaches from the road to the parcel shall have a culvert installed in the drainage ditch. The exact placement of such culvert will be as specified by the developer, in writing, prior to the beginning of such work. All construction shall conform to requirements established by any governmental or quasi-governmental agency having jurisdiction over the property. All fences must be constructed of standard fencing material (No tires, tire rims, pallets, slab wood, or other unintended materials are allowed).
5. **MANUFACTURED HOMES.** Manufactured homes shall not be permitted on any parcel.
6. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. Camper-type trailers and other recreational vehicles are not permitted on the property as places of residence except while building of a dwelling is in process, or as temporary quarters for not more than 90 days at one time. Travel trailers, campers and motor homes may be kept on the property, but shall not be used for purposes of permanent occupancy and shall be kept in enclosed storage when not used for seasonal occupancy.
7. **FURTHER SUBDIVISION.** Parcels may not be further subdivided without approval of the governmental agency that has the jurisdiction for subdividing.
8. **LIMITATION OF RESTRICTIONS ON DEVELOPER.** Developer is undertaking the work of subdivision of the property. The completion of that work and sale, rental and other disposal of the parcels is essential to the establishment and welfare of the property as a community. In order that said work may be completed and said property established as fully occupied, nothing is to prevent developer from maintaining such sign on any of the property as may be necessary for sale, lease or disposition thereof.
9. **AMENDMENTS.** This Declaration may be altered, amended or repealed by the affirmative vote of 75% of all the Owners of parcels. One vote per parcel owned. Voting may take place in a meeting called by mailed written notice, signed by 50% of all the Owners of parcels. Notice shall be given not less than 15 days before the meeting. Owners may vote in person, in writing or by proxy.

- 10. **UTILITIES.** Water for domestic use must be obtained by private wells. The Property Owners makes no representations as to the availability of water. Procurement of water, either by wells or by other means, shall be at Purchaser's sole expense. In the interest of public health and safety and in the interest of avoiding the presence of unsightly poles and structures, utilities to be installed within the Project shall be placed underground except when impractical to do so.

- 11. **ANIMALS.** Animals may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purpose. Any animals permitted on any Lot shall be properly sheltered and cared for. Any animals permitted on any Lot shall not be allowed outside the Lot except under close or appropriate supervision.

- 12. **HOMEOWNERS INSURANCE.** All buildings must be covered by adequate insurance to fully rebuild in case of fire or other disaster and the Owner must agree immediately to rebuild, repair or remove to avoid an unpleasant and unsightly situation for the other Owners.

- 13. **ENFORCEMENT.**
 - a. Breach of any of the covenants contained in the Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by an Owner, including Grantor. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the Court may deem reasonable, interest thereon, costs of collection and Court costs. Additionally, such costs shall include a sum of \$1,000.00 to compensate the prevailing party for their time expended in prosecuting or defending said suit.

 - b. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner.

 - c. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

 - d. The failure of the Association or any Owner to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

- 14. **NO WARRANTY OF ENFORCEABILITY.** While developer has no reason to believe

that any of the restrictive covenants contained in the declaration are or may be invalid or unenforceable for any reason or to any extent, developer makes no warranty or representation as to the presence of further validity or enforceability of any such restrictive covenant. Any owner acquiring a parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof, and by acquiring the parcel agrees to hold developer harmless therefrom.

The above stated covenants and restrictions shall run with the land in perpetuity. All persons and entities; and their successor and assigns taking by and through the developer, or other persons signing on this Declaration, are bound by said covenants and restrictions.

ROAD MAINTENANCE AGREEMENT

WHEREAS, the parties to this Agreement as the users of said private roadway, recognize that an agreement should be developed as to how said roadway should be maintained and as to how the cost of maintenance and operation thereof should be shared.

NOW, THEREFORE, the property owners, in order to memorialize their agreement as to the operation and maintenance of said private roadway, agree as follows:

15. It is agreed that each property owner abutting or using said private roadway shall bear a proportionate share of the cost of maintenance, repair, and/or operation of said private roadway. It is understood and agreed that the properties served by the private roadway system have been subdivided out of larger acreage parcels. The owners share of the cost and expense of the maintenance, repair and/or operation of the said private roadway will be the total cost divided equally by the number of separate tax parcel properties abutting or using any portion of said private road. The individual tax parcel number assigned, or which will be assigned to each of the subdivided segregated tracts, shall be used to determine liability for road maintenance cost and equestrian facility costs.
16. A parcel number shall be that parcel number assigned by the Stevens County Assessor's office in Stevens County, Washington, for tax and identification purposes. It is specifically understood and agreed, however, that in the event the future use of any property would entail specific road improvements in order to obtain a building permit on a particular property site or any division thereof, that the cost of any such improvement shall be borne by the owner seeking the building permit or further subdivision of the property. No payment for said improvement shall be imposed on the other property owners defined herein as users of the private roadway.
17. It is hereby agreed that a responsible party will be designated as the agent for all property owners. At this time, the responsible agent is the developer, STONEBROOK. STONEBROOK will remain the responsible agent until Sixty

(60.0%) percent of the individual Parcels are sold. Thereafter, This agent will be that property owner elected as set forth in ¶ 18 below. That agent's duties will include ordering road maintenance, repair, snow plowing, and all other work or materials that pertain to the road, as needed. Provided, however, that the designated agent must obtain the agreement of a majority of all property owners before incurring any single expense in excess of One Thousand & 00/00 Dollars (1,000.00) in any one year annual snow plowing shall not be considered a single expense.

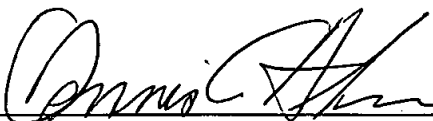
18. It is further understood and agreed that the designated agent may be changed from time to time by a majority vote of the property owners/users. The vote may only be taken at a meeting called for that purpose by any of the property owners subject to this agreement, their transferees, assignees, heirs or assigns. Any meeting so called shall not be held sooner than 14 days after a written notice of the intent and purpose of the meeting shall be reduced to writing, deposited in the mail, postage prepaid, and addressed to each property owner at the address listed with the Stevens County Treasurer's Office, or to any property owner who has furnished their name and mailing address to the designated agent for such purpose.
19. It is agreed and hereby declared that this agreement shall run with the land and shall be binding upon each of the parties hereto, their heirs, successors and assigns, and that in the event of any resale, the subsequent owner shall be bound by the terms and conditions of this agreement. No property owner may waive or avoid payment of any amounts due under this agreement by non-use of the private roadway.
20. Each party hereto understands and agrees on behalf of themselves, their heirs, successors, and assigns that any assessment agreed to herein, which shall remain due and unpaid, after notices have been sent, shall be a lien against the property. Such lien may be enforced as set forth in R.C.W. 64.04 et. seq., said lien shall include reasonable attorney fees and costs. The required notice shall be sent by the designated agent to the property owners setting forth the assessment amount due. If the obligated property owner shall fail to pay the same within thirty (30) days after the due date thereof, which date shall be designated in the Notice of Assessment, the lien shall come into effect on the property. The designated agent may then record a claim of lien on the property and institute legal action as set forth by statute.
21. Any notice shall be complete by depositing the same in the U.S. mail, postage prepaid, addressed to each property owner at the address listed with the Stevens County Treasurer's Office, or to the property owner who has furnished their name and mailing address to the designated agent for such purpose. The parties hereto agree that the designated agent shall be entitled to file a Notice of Claim of Lien according to the Mechanic's Lien's statute set forth in RCW 60.04.060. The parties hereto further agree, that the cost of enforcement and/or collection of said assessment, including court costs, filing fees and reasonable attorney's fees shall be paid in

addition to the assessment levied on the property.

- 22. It is hereby understood and agreed that if any one property owner, his guests, family, invitees or agents conduct such activities that substantially damage the Road (i.e. beyond normal wear and tear from normal usage), that owner shall solely be responsible for any costs to correct the problem caused. A failure to pay these amounts shall be treated as if it were a failure to pay assessments when due.
- 23. It is agreed that the roadway system serving the parcels owned and described herein may be extended to be used by adjoining parcels developed by the owners hereof, and the parties further agree that this agreement may be extended to such further development provided that any new users shall pay proportionately the cost thereof according to the terms of this agreement and regardless of the size of any additional parcels.
- 24. By allowing a building permit to be issued on property having access by a private road, Stevens County assumes no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, improve, maintain, provide drainage or snow plowing on said road. This requirement does and shall run with the land and shall be binding upon owners, until said road is improved to County standards and accepted by the County for maintenance.
- 25. Owners shall hereby release Stevens County, all its officers, employees and agents from any responsibility for any damage whatsoever to the herein above described lands and improvements thereon as a result of allowing building permits to be issued on property which is served by a private road.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS AGREEMENT AS TO THE DAY, MONTH AND YEAR FIRST WRITTEN.

STONEBROOK RANCH L.L.C.

By: 
DENNIS ALWINE, MANAGING PARTNER

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that DENNIS ALWINE is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that

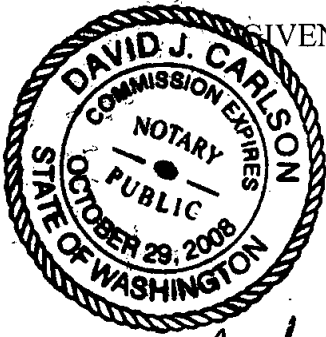
Ivan W. Metzger
IVAN W. METZGER

Sally I. Metzger
SALLY I. METZGER

STATE OF Washington
County of Spokane) ss.

On this day personally appeared before me, **IVAN W. METZGER AND SALLY I. METZGER** to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of May, 2008.



David J. Carlson
Notary Public for the State of Washington,
Residing in: Colbert
My commission expires: 10/29/08

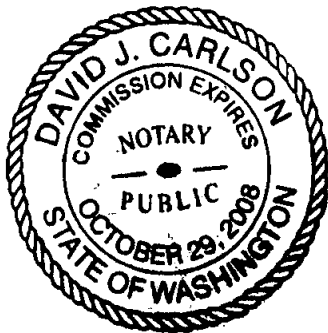
Mark A. Potter
MARK A. POTTER

Ann M. Potter
ANN M. POTTER

STATE OF)
County of) ss.

On this day personally appeared before me, **MARK A. POTTER AND ANN M. POTTER** to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16 day of May, 2008.



David J. Carlson
Notary Public for the State of Washington,
Residing in: Colbert
My commission expires: 10/29/08

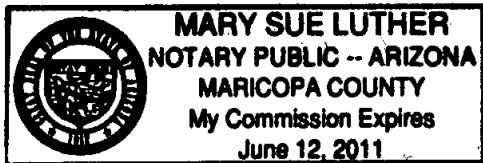
Jacquelyn R. MacConnell

JACQUELYN R. MACCONNELL

STATE OF)
) ss.
County of)

On this day personally appeared before me **JACQUELYN R. MACCONNELL**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of May 2008.



Mary Sue Luther

Notary Public for the State of Washington,
Residing in:
My commission expires:

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