

NEWELL VALLEY HEIGHTS

PROTECTIVE COVENANTS AND INFORMATION

The following protective covenants and information shall run with and be appurtenant to each and every lot in the above addition:

Recitals:

1. The subdivision is designed to be a community with roads, utilities and electrical facilities and services to augment its natural scenic and recreational assets. The protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.

General Provisions:

1. All Land in the subdivision, except common areas, shall be acquired, leased, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all lots and their respective owners, purchasers, and other occupants.

Utilities & Roads

1. Water will be supplied by the perspective wells associated with each lot. All wells are as-is per lot. All maintenance, repairs and responsibility will be the owners. Shared wells will have all responsibility split 50/50. Flow meter shall determine the split of the monthly Avista bill.
2. All residential lots shall be serviced by septic tanks with on-site drain fields. Prior to construction of any improvements the lot lessee shall designate a primary drain field area and no structures shall be placed or constructed on said primary drain field area. No pit toilets shall be provided except that conditional approval for pit toilets can be granted by the health office for a period of up to 90 days to accommodate the installation of flush type facilities.

Refuse, Ruins & Remains

1. All trash, garbage and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from view of adjoining lots except on the day when same is to be picked up by the garbage collector.

Ownership and Possession of Lots:

1. No residential lot as shown on the plat shall be partitioned or otherwise subdivided, but rather the entirety of each lot shall at all times be leased and in the possession of one lessee or, if more than one lessee, then as joint tenants in common of the entire lot.

Building and Landscaping Restrictions:

1. Except as noted otherwise herein, only single-family residences and outbuildings auxiliary thereto (such as garages, woodsheds and the like) may be constructed or permitted to remain on each single-family residential lot in the subdivision.
2. Notwithstanding the above, all structures will comply with applicable zoning, and construction shall conform to Stevens County regulations and to the specifications of the most recent

revisions of the State of Washington Electrical Code and the Uniform Building Code in force at the commencement of construction.

3. Each single-family residence shall contain a minimum of 1200 square feet, exclusive of open decks, garages, covered car ports, sheds or other appurtenances or outbuildings. Said residences shall be set on permanent foundations (concrete or block or comparable material) extending not more than 24 inches above ground level.
4. Only stick built homes shall be allowed. No modular homes, park homes or trailer type houses permitted.
5. Buildings on residential lots shall be simple, well-proportioned structures. Exterior finish shall be stained or painted colors approved by the Architectural Control Committee.
6. Roof covering shall be wood shake shingle or composition shingle, or by permission of the Architectural Control Committee, other materials of approved color and texture.
7. No buildings shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications have been submitted to and approved by the Architectural Control Committee. In consideration of the location, plans and specifications for any structure, the Committee shall take into account the following factors:
 - a. Quality of workmanship and materials.
 - b. Harmony of external design and finish with the topography and with existing structures.
 - c. The effect which the proposed structures, landscaping or alterations will have on other building sites and views therefrom, it being the Committee's duty to give the maximum protection to such views which may be reasonable under the circumstances.
 - d. Perimeter fencing will be permitted except that no fence shall exceed 6 feet in height. No fencing shall be constructed without prior approval of the Architectural Committee, and
 - e. All other factors which the Committee may, in its discretion, deem to affect the desirability or suitability of the proposed structure or alteration.

Subject to the prior approval of the Committee, outbuildings may be constructed prior to the construction of permanent residences if such buildings are permissible under Section 11, and if they are complimentary to and compatible with the design and location of the proposed permanent residence. The corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of location, plans and specifications.

8. The Committee shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted to the Committee for its approval. Approval or disapproval of any matter submitted to the Committee shall be made within 60 days of submission to the Committee or its duly appointed representative and shall be in writing. The Committee shall mail a copy of its decision to the lessee. In the event the Committee or its duly appointed representative fails to approve or disapprove within 60 days after the plans and specifications have been submitted to it, approval will be deemed to have been given and the related covenants shall be deemed to have been fully complied with.
9. Approval by the Architectural Control Committee does not imply approval by the Stevens County Building Department or other agencies.
10. The exterior of any buildings shall be completed within 1 year of the beginning of construction so as to present a finished appearance when viewed from any angle.
11. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend and vacation use and during the 1-year construction period.
12. All electrical service shall be by underground service.
13. It is expressly understood and agreed that the several protective covenants contained herein shall attach to and run with the land and it shall be unlawful not only for the Architectural

Control Committee, or its assigns or successors, but also for the owner or sub lessee of any lot in the Subdivision to institute and prosecute and proceeding at law or in equity against any person or persons violating or threatening to violate any covenant or covenants and to recover any damages suffered by it or them, from any violation thereof.

- 14. Also incorporated by reference in these protective covenants and information are all of the protective covenants and requirements set forth in the legend of the plat of Newell Valley Heights as shown of record.
- 15. If all lots are not owned by one owner, The Architectural Control Committee shall be comprised of three owners; which husband and wife can count as two; with preference given by:
 - a. Length of ownership; Longest first
 - b. Size of lot; Largest first.
 - c. View in order- Lot #3; Lot #1; Lot #2; Lot #4

Vehicles: Vehicles that are not in running order shall be stored in garage or shop type areas out of view of neighboring lots.

Animals: Up to three domestic pets (i.e., dogs & cats) are allowed. Up to five Farm animals are permitted for personal use only that are over 25 pounds.

Newell Valley Heights Association

Frank Newell Founder: Newell Valley Heights Association

Karen Newell Founder: Newell Valley Heights Association

State of Washington

County of Stevens

On this _____ day of _____, 2021, before me, the undersigned, a Notary public in and for the State of Washington, duly commissioned and sworn, personally appeared, to me known to be the founders of Chewelah Valley Heights Association, and acknowledged that they signed the instrument as the free and voluntary act. Given under my hand and official seal the day and year first above written.

_____ Notary Public in and for the State of Washington, residing at
