

Regarding Lot 70 - 1424
Sherman View Way - for
reference until Title Report
Review

AFTER RECORDING MAIL TO:

MONTGOMERY LAW FIRM
344 East Birch Avenue
P.O. Box 269
Colville, Washington 99114-0269

Auditor File #: 2009 0004474

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MONTGOMERY LAW FIRM, COLVILLE

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STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AALLEN

~~Parcel No. 388350~~

File: 6726
~~6696~~

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, DAVID J. RICHARDSON, Successor Trustee of THE RICHARDSON REVOCABLE LIVING TRUST of JAMES BUCKLEY "J.B." RICHARDSON and E. MARZELLA RICHARDSON, dated January 16, 1996; and LEO D. BUBLITZ and SUSAN L. BUBLITZ, husband and wife, owners of the real property hereinafter described, located in Stevens County, Washington, hereby make the following declarations as to limitations, restrictions, and uses to which the property may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners of such property, this declaration of restrictions being designed for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as specified herein:

The property which is subject to these Protective Covenants is described as follows:

Parcels 68 through 73, inclusive of Amended Long Plat recorded August 14, 2007 under Auditor's File No. 2007 0009445, being a portion of Blocks 10 and 11, and a portion of vacated Williams Street and Oakland Avenue, all in CENTRAL SECOND ADDITION TO KETTLE FALLS, according to the Plat thereof filed in Volume A of Plats at Page 34, records of Stevens County, Washington.

1. The Covenants are to run with the land and shall be binding on all persons and parties claiming under them until January 31, 2010 and automatically be extended for successive ten (10) year periods thereafter, unless by a written agreement of seventy-five percent (75%) of the then owners of the parcels, it is agreed to change the covenants in whole or in part.

2. A Home Owners Association shall be formed when seventy-five percent (75%) of the parcels have been sold, or before, at the discretion of the Declarants, their successors or assigns. The primary function of the Association shall be the oversight and contracting of the physical care of the development infrastructure, i.e., road maintenance, roadside weed control, entrance upkeep, street lighting, etc. The Association shall be empowered to assess each parcel a pro-rata share of the actual costs, and to file a lien attachment against any parcel thirty (30) days after notice of delinquency to the owner thereof.

- a. Prior to the Home Owners Association, the Declarants shall fulfill the Association responsibilities and authority. During that time, contracting for plowing and other maintenance work shall be reserved to the Declarants and/or their assigns. Snow plowing need shall be determined by the accumulation of at least 6" of snow on the roadway surface, and the cost of such plowing shall be pro-rated as follows:
 - b. Plowing of Ponderosa Way will be paid by the Declarants until one-half (1/2) of the parcels have been sold, after which the costs will be pro-rated among the owners on a per parcel basis.
 - c. Plowing costs of all other roadways shall be paid by the residents/users of each road.
3. All parcels in this subdivision, hereafter referred to as lots shall be known as single family residential lots. The Declarants reserve the right to approve, on a lot by lot basis, a "mother-in-law" type dual occupancy.
4. No lot in this sub-division shall be further subdivided, except to be aggregated to adjacent lots.
5. No noxious or offensive trade or activity nor any commercial business shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood, provided however, that this shall not prevent the private renting of the residence thereon.
6. It being desirable, and in the best interest of each lot owner, to have the view from each lot protected to the maximum extent reasonable under the circumstances, the Declarants shall appoint an Architectural Control Committee, hereafter referred to as the Committee. When seventy-five percent (75%) of the lots are sold, or upon notification by Declarants, the owners of the lots, on the basis of one (1) vote per lot, shall select a Committee of their own choosing to administer the Covenant responsibilities. In considering the plans, specifications and location of any structure, the Committee shall take into account such things as the quality of workmanship and materials, and especially the effect which the proposed structures or alterations will have on other building sites and views therefrom.
7. No structures shall be erected on any lot until the design and location thereof have been approved in writing by the Committee. However, in the event that the Committee fails to approve or disapprove such design or location within twenty-one (21) days after submission of the plans in writing, then such approval shall not be required, provided the design and location on the lot conforms to the provisions of these Protective Covenants.
8. Except as hereinafter noted, any structure in this subdivision shall be of new construction having a minimum roof pitch of four inches (4") per foot and erected upon a continuous foundation. (See Paragraph 11b.)
9. The exterior of any structure shall be completed within one (1) year of the beginning of construction so as to present a finished appearance when viewed from any angle. No uncolored metal siding or roofing shall be allowed.
10. As to Lots 68, 69 and 70, unless otherwise approved, or further restricted by the Committee, the roof peak of any structure shall not exceed twenty-five feet (25') above the mean natural grade at it's base. Lots 71, 72 and 73 are specifically omitted from this Covenant, and shall not be restricted in height.
11. Each dwelling shall contain a minimum of 1,800 square feet as determined by foundation measurement, inclusive of any attached garage of two (2) or more design. (See Paragraph 11a.)

- a. Lots 68 through 73, inclusive, may have a detached garage of at least two (2) car design. If the garage is detached, the residence structure shall have a minimum of 1,400 square feet heated space as determined by foundation measurement.
 - b. By specific written approval by David J. Richardson, Manufactured Housing may be allowed on Lots 68 through 73, inclusive.
12. There shall not be more than one (1) structure of not more than 150 square feet detached from the dwelling on any lot, except as provided for in Paragraph 11a hereof.
13. Unless otherwise approved by the Committee, no structures shall be located on any lot nearer than twenty-five feet (25') from the front lot line, nor nearer than fifteen feet (15') to the rear or side lot lines.
14. All fences shall require approval by the Committee as to design and location.
15. No structures of a temporary character, basement, recreation vehicle, tent, shack, garage, or other outbuilding shall be used as a residence, except as hereinafter provided:
- a. Prior to the construction period, a self-contained recreation vehicle may be used by the lot owner on his/her lot for weekend and vacation use, not to exceed forty-five (45) days per calendar year.
 - b. During the construction period a self-contained recreation vehicle may be used.
16. No trash, garbage, refuse, ruins or remains of any kind, including disabled vehicles, shall be thrown, dumped, placed, disposed of or permitted to remain on any land in the subdivision, vacant or otherwise, nor shall the premises be used as a storage area for any purpose other than the storage of materials used in connection with the operation of a household. The person or persons in possession of any lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, garbage, refuse, ruins or other remains. 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.
17. No domestic animal or fowl of any kind shall be kept, quartered or maintained on any lot at any time except that dogs, cats or other common household pets may be kept on a non-commercial scale. The foregoing notwithstanding, no animal of any kind may be kept or quartered on any lot if its presence produces a common-law private nuisance. All dogs, when not on their "home lots," shall be on leash. Kennels, if approved, shall be on concrete floors. (See Paragraph 7).
18. No signs shall be displayed to the public view in the subdivision except the following:
- a. One sign for each lot, of not more than three (3) square feet, identifying occupants;
 - b. One sign for any lot, of not more than five (5) square feet, advertising the lot for sale or lease;
 - c. Signs used by the Declarants, their successors, assigns or agents to advertise the property during the sales period.
19. When on the premises for more than twelve (12) hours, all motorized vehicles, travel trailers, 5th wheels, other trailers and all watercraft must be enclosed in the main structure, or detached garage where allowed. (See Paragraph 11a).
20. Parking on the roadways within the development shall not be permitted without case by case approval by the Committee.

21. No vehicle over 26,000 G.V.W. shall be allowed on the plat roadways, except for necessary maintenance, construction, utility and delivery equipment.

22. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, any person or persons owning any real property located in this subdivision may prosecute at law or in equity against the persons violating or attempting to violate any such Covenants, to restrain him or them from doing so, to recover damages or other dues for such violation, or both. Venue for any such action shall be Stevens County, Washington.

23. Should any one or more of these Covenants be invalidated by judgment or court order, the other provisions not affected thereby shall nevertheless remain in full force and effect.

DATED this 28th of August, 2007.

THE RICHARDSON REVOCABLE
LIVING TRUST of JAMES BUCKLEY
"J.B." RICHARDSON and E.
MARZELLA RICHARDSON, dated
January 16, 1996

By: David J. Richardson
DAVID J. RICHARDSON, Successor
Trustee



STATE OF TENNESSEE)
) ss.
COUNTY OF MONROE)

On this day before me, the undersigned, a Notary Public in and for the State of Tennessee, duly commissioned and sworn, personally appeared DAVID J. RICHARDSON to me known to be the Successor Trustee of THE RICHARDSON REVOCABLE LIVING TRUST of JAMES BUCKLEY "J.B." RICHARDSON and E. MARZELLA RICHARDSON, dated January 16, 1996 the Trustee that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said trustee, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESSED my hand and official seal hereto affixed the 28th day of August, 2007.

Judy G. Thacker
NOTARY PUBLIC in and for the State of
Tennessee, residing at McMinn Co Tennessee
My Appointment Expires: 4/20/10

