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STEVENS COUNTY AUDITOR

PROTECTIVE COVENANTS GOVERNING SNAG COVE SUBDIVISION  
AT REQUEST OF WILLIAM E. PROVOST

Ron J. Matney  
Route 2 Box 372  
Kettle Falls, WA 99141  
STEVENS COUNTY AUDITOR  
*W. E. Provost*  
Deputy

Mail to Filer \$9.00

I. RECITALS

1. The undersigned are the owners of the ground to be subdivided into building lots and called SNAG COVE SUBDIVISION
2. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the area.

II. 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 lawful occupants. Accordingly, these protective covenants and restrictions shall run with the land and every person who by deed, contract or lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated; and his respective heirs, executors, assigns or other successors in the interest shall be bound by them to the same extent as the original purchaser or grantee.
2. These protective covenants and restrictions shall be enforceable at the law and in equity by any owner, purchaser or other lawful occupant of land in the Subdivision, including the Association, against any person who shall violate or attempt to threaten to violate them.
3. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Protective Covenants Governing Subdivision" and fee number of the Auditor of Stevens County under which they are recorded.

III. UTILITIES AND ROADS

1. Individual water supply, and pit toilets are prohibited and each structure requiring water must be connected to central utilities.  
Note-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.
2. No structure shall be permitted upon any lot in the Subdivision until central water systems have been installed and approved by governing regulatory agencies.



8602543

8602543

OFF. VOL. 106 PAGE 0041

IV. SIGNS AND DEVELOPEMENT ACTIVITIES

1. No sign of any kind shall be displayed to the public view in the Subdivision except the following:
  - a. One sign for each residential lot, of not more than two square feet, identifying occupants.
  - b. One sign of not more than five square feet advertising a residential lot for sale or rent.
  - c. Signs used by Declarants, their successors, or assigns, or their agent to advertise the property during the sales period.

V. ANIMALS

1. No animal of any kind may be kept or quartered in the development if its presence produces a common-law private nuisance.
2. All livestock and pets must be contained within the boundry of the lot and hags and offensive smelling animals can be disallowed by the organization.

VI. REFUSE, RUINS, AND REMAINS

No trash, garbage, ashes, refuse, ruins, or other remains of any kind (including disabled vehicles) shall be thrown, dumped, placed, disposed of or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal there from all trash, garbage, ashes, refuse, ruins, and other remains. All trash, garbage, ashes, and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden for the street view.

VII. OWNERSHIP AND POSSESSION OF LOTS

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 owned by or leased and in the possession of one owner or lessee or, if more than one owner or lessee, then as joint tenants or tenants in common of the entire lot.

Any violation of covenants in Articles III, IV, V, VIII, and IX shall be considered to be a nuisance and Colville Valley Water Co. shall have the right upon fifteen days written notice to enter upon the parcel where the violation occurs or appears and abate the nuisance at the expense of the owner, lessee, or other person in control or possession. Colville Valley Water Co., or any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore. Any person bringing such an action shall be entitled to recover from the violator any reasonable attorney's fees, court costs and other costs reasonably incurred and awarded by judgement of the court having jurisdiction, which costs shall constitute a lien upon the violator's land in the Subdivision or interest therein.

III. DURATION OF PROTECTIVE COVENANT

The protective covenants shall be binding upon all persons owning or leasing land in the Subdivision until September 1, 1988, at which time these protective covenants shall be automatically extended and renewed for successive periods of ten years, unless by vote the persons owning or leasing a majority of the residential lots in the Subdivision agree to change the covenants in whole or in part.

IX. SEVERABILITY

Invalidation by judgement or other court order of any provision, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect.

X. All telephone lines and power lines shall be underground.

XI. RULES GOVERNING DOMESTIC WATER SYSTEM

A. The water system herein transferred to the Colville Valley Water Co. shall be regulated, operated, and maintained by said company as set forth herein. The system shall be financed by means of a monthly assessment against individual lots being serviced thereby. The assessment will be for an initial one time ONE HUNDRED DOLLAR(100.00) hook-up fee and FIFTEEN DOLLARS (15.00) per month thereafter no more than five percent (5%) each year for three (3) years. At the end of three (3) years from December 31, 1985, and each three (3) years thereafter, the water assessment will be evaluated by the Colville Valley Water Co. and the assessment shall be increased or decreased to reflect the actual costs of operating and maintaining the water system.

8602543

- B. The Colville Valley Water Co. will maintain the water system to and including the one inch curb stop. Individual lot owners will be responsible for water lines from the curb stop to the residence.
- C. The water system is approved by the State of Washington for a maximum of 1,500 gallons per day per lot, and each lot is limited to useage of 1,500 gallons per day.
- D. Monthly water assessments are due by the 10th of each month, provided the water hook-up has been made. Payment may also be made annually by January 10th of each year. If a water bill is delinquent for thirty (30) days, written notice of said delinquency shall be given to the delinquent user. If the user does not pay the delinquency, together with a TWENTY DOLLAR (\$20.00) late charge within ten (10) days subsequent to said notice then the service will be shut off.

XI. BUILDING AND LANDSCAPING RESTRICTIONS

- 1. Except as noted otherwise herein only one single-family residence and outbuildings auxiliary thereto (Such as garages, wood sheds, and the like) may be constructed or permitted to remain on each single-family residential lot in the Subdivision.
- 2. Notwithstanding the above, all strictures 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 200 square feet, exclusive of second floors, open decks, garages, covered carports, sheds or other appurtenances or outbuildings. The provision for architectural set forth in the following paragraphs. The Association may, upon application, grant exemptions from this requirement to applicants.
- 4. Buildings on residential lots shall be simple, well proportioned structures. Exterior finish shall be stained or painted solors. Roof covering shall be wood shake shingle or composition shingle, or other materials of approved color and texture. No unpainted metal roofing.
- 5. The exterior of any building shall be completed within one year of the beginning of construction so as to present a finished appearance when viewed from any angle.
- 6. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend and vacation use and during the one year construction period. Mobile homes shall be permitted on the lots. Prvide they are not older than 8 years when placed on lot.
- 7. Easments for drainage, utilities, walkways, and access roads are reserved as shown on the face of the plat. In addition, five-foot wide drainage and utility easments are reserved within

OFF. 106 P. 0044  
VOL. 106 P. 0044

8602543

and along the front and back property lines of all lots and five-foot wide drainage and utility easements are reserved within and along the sidelines of all lots.

8. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Stevens County.

XIII. REPAIRS, MAINTENANCE AND CLEANNESS

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawn shall be mowed at reasonable intervals, undesirable weeds having a tendency to spread across property lines shall be kept under control. No objects foreign to the environment (including particularly disabled vehicles, furniture and appliances) shall be permitted to remain out of doors on any residential lot.

OFF. 106 PRG 0045

8602544

WATER SYSTEM EASEMENTS, WATER SYSTEM BILL OF SALE

5% RE Escape Tax EXEMPT  
Date July 10 1986  
by Audrey R. Johnston  
Stevens DePuy County Treasurer

AND DEED FOR SNAG COVE SUBDIVISION

This agreement is entered into between Maxine James Matney, her successors, assigns, and COLVILLE VALLEY WATER COMPANY, a Washington corporation, its successors and assigns.

WHEREAS Maxine James Matney is the developer of certain real property legally described as the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) and Lots One (1), Two (2) and Three (3) of Section Twelve (12), Township Thirty-seven (37) North, Range Thirty-seven (37) E.W.M., excepting all that part lying northeast from the following described survey line: Commencing at a point on the north line of said Lot One (1), whence the quarter section corners to Sections 1 and 12, said Twp. and Range., bears S. 87° 34' 02" W. 17.61 ft., running thence S. 28° 07' 40" E. 594.79 ft., thence S. 62° 58' 50" E. 221.75 ft., thence S. 17° 30' 20" E 448.25 ft., thence S. 54° 47' 10" East 215.08 feet; thence S. 22° 12' 10" E. 492.98 feet; thence S. 46° 04' 20" E. 278.51 feet; thence S. 18° 01' 20" W. 291.85 feet; thence S. 47° 53' 50" E. 440.29 feet; thence S. 16° 20' 50" E. 321.19 feet; thence S. 37° 04' 40" E. 429.56 feet; thence S. 18° 08' 30" E. 264.58 feet; thence S. 31° 19' 30" E. 634.61 feet; to a point on the south line of said Lot Three (3) whence the Southwest corner of the NW 1/4 of SE 1/4 of said Sec. 12 bears S. 87° 32' 45" W. 2004.00 feet; above description takes 8.21 acres from Lot 1; 9.52 acres from Lot 2, and 10.36 acres from Lot 3. All said property is in Stevens County, Washington.

And that portion of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Twelve (12), Township 37 North, Range 37 E.W.M., in the County of Stevens, State of Washington, lying easterly of and adjacent to Easterly Right-of-Way of Stevens County Kelly Hill Road.

WHEREAS Maxine James Matney has installed a water system onto the property which it now desires to transfer to Colville Valley Water Company, and that the parties hereto desire to establish easements relating to said water system;

WHEREAS the parties hereto desire that all agreements contained herein shall run with the land and shall be binding upon the parties successors and assigns;

NOW, THEREFORE, the parties hereto hereby dedicate, covenant, transfer, grant, and convey unto themselves, their successors, heirs, and assigns, the following rights:

I.  
TRANSFER OF WATER SYSTEM

Maxine James Matney, hereby grants, bargains, sells, quit claims and delivers unto the Colville Valley Water Company, a Washington corporation, its successors, heirs, and assigns, the entire water system servicing the real estate above described. Said transfer herein shall include all wells, tanks, water line, and parts incident thereto, including but not limited to a Berkley BM-28 5 horsepower pump, pump starter and level controls located in pump house, 20,000 gallon concrete water tank located off the plat, 8'x10' pump house, all water lines, service connections, valves, blow offs, air relief valves, and probe lines. Further transferred herein shall be any and all easement rights established herein for purposes of access to said water system to construct, reconstruct, repair, maintain, and operate the same.

II.  
WATER SYSTEM EASEMENT GRANT

Maxine James Matney hereby grants, bargains, and conveys to the Colville Valley Water Company, its successors, heirs, and assigns, the perpetual easement right of access to the water system and access to the water tank as said water system is diagrammed in Exhibit B, a copy of which is attached hereto and made a part hereof by reference. Said easement rights shall allow the Colville Valley Water Company, its successors and assigns, to access onto the respective properties for purposes of construction, reconstruction, repair and maintenance of said water line and system, and shall allow the grantees herein to have full access thereto. In accessing said lines, the grantees shall use best efforts to do so in a manner which is at least obtrusive to the surrounding property as practicable.

OFF. VOL. 106 P. 0046

8602544



Dated this 10 day of July, 1986.

By Maxine James Matney  
Maxine James Matney

COLVILLE VALLEY WATER COMPANY

By Ron J. Matney  
President

By Ron J. Matney  
Secretary/Treasurer



STATE OF WASHINGTON )  
                                  )ss.  
COUNTY OF STEVENS )

On this 10<sup>th</sup> day of July, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared. The person that executed the foregoing instrument, and acknowledged the said instrument to be free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Kelly J. Davis  
Notary Public in and for the State of Washington residing at Colville.

STATE OF WASHINGTON )  
                                  )ss.  
COUNTY OF STEVENS )

On this 10<sup>th</sup> day of July, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me to be the President and Secretary/Treasurer, respectively, of Colville Valley Water Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Kelly J. Davis  
Notary Public in and for the State of Washington residing at Colville.

At request of  
Ron J. Matney  
Route 2 Box 372  
Kettle Falls, WA 99141

WILLIAM E. PROVOST  
COUNTY AUDITOR  
William E. Provost  
Deputy

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