

RECORDED BY:
Stevens County Title Company

100's Covenants

11/12/19

AFTER RECORDING MAIL TO:

MONTGOMERY LAW FIRM
287 E. Astor Avenue
P.O. Box 269
Colville, Washington 99114-0269

Parcel Nos. 300450, 300550, 300600, 300701, 301200, 301400

File No. 2252.19

DECLARATION OF PROTECTIVE COVENANTS

The undersigned, HAWKS NEST HOLDINGS, LLC, a Dissolved Washington Limited Liability Company, owner 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 an use as specified herein:

I. DESCRIPTION OF PROPERTY

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

Lots 101, 102, 104, 105, 107, 108, 109, 110, 111, and 112 designated on Record of Survey recorded June 7, 2019 in Book 39 of Surveys, Page 119, under Auditor's File No. 20190003671, more particularly described as follows:

LOT 101:

A TRACT OF LAND BEING A PORTION OF BLOCK 23 OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26 BEING MARKED BY A STONE MONUMENT; THENCE SOUTH $87^{\circ}36'50''$ WEST ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 788.75 FEET; THENCE SOUTH $04^{\circ}36'51''$ EAST A DISTANCE OF 288.80 FEET; THENCE SOUTH $16^{\circ}46'22''$ WEST A DISTANCE OF 130.77 FEET TO A POINT OF NON-TANGENT CURVATURE AND TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE 28.97 FEET SOUTHEASTERLY ALONG THE ARC OF AN 88.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $18^{\circ}51'47''$ (LONG CHORD BEARS SOUTH $72^{\circ}30'36''$ EAST A DISTANCE OF 28.84 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $63^{\circ}04'42''$ EAST A DISTANCE OF 20.03 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF OLD KETTLE ROAD (OLD SR 25 BEING A 60.00 FOOT WIDE PUBLIC EASEMENT); THENCE SOUTH $26^{\circ}55'18''$ WEST ALONG SAID

RIGHT-OF-WAY LINE A DISTANCE OF 357.31 FEET TO A POINT OF CURVATURE; THENCE 153.67 FEET SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 256.50 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $34^{\circ}19'35''$ (LONG CHORD BEARS SOUTH $44^{\circ}04'53''$ WEST A DISTANCE OF 151.38 FEET); THENCE NORTH $00^{\circ}12'38''$ EAST A DISTANCE OF 279.23 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE 169.43 FEET NORTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $77^{\circ}39'38''$ (LONG CHORD BEARS NORTH $51^{\circ}22'49''$ EAST A DISTANCE OF 156.75 FEET) TO A POINT OF REVERSE CURVATURE; THENCE 131.33 FEET NORTHEASTERLY ALONG THE ARC OF AN 88.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $85^{\circ}30'31''$ (LONG CHORD BEARS NORTH $55^{\circ}18'15''$ EAST A DISTANCE OF 119.48 FEET) TO THE ABOVE REFERENCED **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 102:

A TRACT OF LAND BEING A PORTION OF BLOCK 23 AND A PORTION OF WASHINGTON PARK OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF THE DULY RECORDED SUBDIVISION OF "COLUMBIA PINES", BOOK "D" OF SUBDIVISIONS AT PAGE 19, RECORDS OF STEVENS COUNTY, WASHINGTON, AT AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OLD KETTLE ROAD (OLD SR 25 BEING A 60.00 FOOT WIDE PUBLIC EASEMENT); THENCE SOUTH $35^{\circ}52'47''$ EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 156.78 FEET TO A POINT OF CURVATURE; THENCE 148.52 FEET SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 256.50 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $33^{\circ}10'30''$ (LONG CHORD BEARS SOUTH $52^{\circ}30'11''$ EAST A DISTANCE OF 146.45 FEET) TO THE ABOVE REFERENCED **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE NORTH $24^{\circ}55'36''$ EAST A DISTANCE OF 347.71 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE 73.69 FEET SOUTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $33^{\circ}46'41''$ (LONG CHORD BEARS SOUTH $72^{\circ}54'02''$ EAST A DISTANCE OF 72.63 FEET); THENCE SOUTH $00^{\circ}12'38''$ WEST A DISTANCE OF 279.23 FEET TO A POINT IN SAID NORTHERLY RIGHT-OF-WAY LINE AND TO A POINT OF NON-TANGENT CURVATURE; THENCE 222.34 FEET SOUTHWESTERLY ALONG THE ARC OF A 256.50 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $49^{\circ}39'54''$ (LONG CHORD BEARS SOUTH $86^{\circ}04'37''$ WEST A DISTANCE OF 215.44 FEET) TO THE ABOVE REFERENCED **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 104:

A TRACT OF LAND BEING A PORTION OF WASHINGTON PARK AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF THE DULY RECORDED SUBDIVISION OF "COLUMBIA PINES", BOOK "D" OF SUBDIVISIONS AT PAGE 19, RECORDS OF STEVENS COUNTY, WASHINGTON AT AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OLD KETTLE ROAD (OLD SR 25 BEING A 60.00 FOOT WIDE PUBLIC EASEMENT); THENCE NORTH $32^{\circ}08'08''$ EAST ALONG THE EASTERLY LINE OF SAID PLAT A DISTANCE OF 80.68 FEET; THENCE NORTH $02^{\circ}54'13''$ WEST A DISTANCE OF 84.55 FEET; THENCE NORTH $84^{\circ}37'18''$ EAST A DISTANCE OF 264.60 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE 53.16 FEET SOUTHEASTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $24^{\circ}22'07''$ (LONG CHORD BEARS SOUTH $23^{\circ}49'22''$ EAST A DISTANCE OF 52.76 FEET); THENCE SOUTH $75^{\circ}29'33''$ WEST A DISTANCE OF 78.67 FEET; THENCE SOUTH $33^{\circ}16'59''$ WEST A DISTANCE OF 283.05 FEET TO A POINT IN THE SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH $35^{\circ}52'47''$ WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 156.78 FEET TO THE ABOVE REFERENCED **BEGINNING POINT** OF THIS DESCRIPTION.

LOT 105:

A TRACT OF LAND BEING A PORTION OF WASHINGTON PARK, A PORTION OF BLOCK 19 AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF THE DULY RECORDED SUBDIVISION OF "COLUMBIA PINES", BOOK "D" OF SUBDIVISIONS AT PAGE 19, RECORDS OF STEVENS COUNTY, WASHINGTON AT AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OLD KETTLE ROAD (OLD SR 25 BEING A 60.00 FOOT WIDE PUBLIC EASEMENT); THENCE NORTH $32^{\circ}08'08''$ EAST ALONG THE EASTERLY LINE OF SAID PLAT A DISTANCE OF 80.68 FEET; THENCE NORTH $02^{\circ}54'13''$ WEST ALONG THE EASTERLY LINE OF SAID PLAT A DISTANCE OF 84.55 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE NORTH $33^{\circ}51'21''$ WEST A DISTANCE OF 102.10 FEET; THENCE NORTH $15^{\circ}59'01''$ EAST A DISTANCE OF 106.29 FEET; THENCE NORTH $87^{\circ}31'05''$ EAST A DISTANCE OF 321.85 FEET; THENCE SOUTH $55^{\circ}24'01''$ WEST A DISTANCE OF 71.02 FEET THENCE SOUTH $11^{\circ}38'18''$ EAST A DISTANCE OF 138.63 FEET; THENCE SOUTH $84^{\circ}37'18''$ WEST A DISTANCE OF 264.60 FEET TO THE ABOVE REFERENCED **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 107:

A TRACT OF LAND BEING A PORTION OF BLOCK 19 AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 9, BLOCK 1 OF THE DULY RECORDED SUBDIVISION OF "COLUMBIA PINES", BOOK "D" OF SUBDIVISIONS AT PAGE 19, RECORDS OF STEVENS COUNTY, WASHINGTON; THENCE SOUTH $14^{\circ}27'16''$ EAST ALONG THE EASTERLY LINE OF SAID PLAT A DISTANCE OF 9.40 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE NORTH $87^{\circ}40'09''$ EAST A DISTANCE OF 425.94 FEET; THENCE SOUTH $02^{\circ}24'40''$ EAST A DISTANCE OF 259.02 FEET; THENCE SOUTH $87^{\circ}36'50''$ WEST A DISTANCE

OF 370.60 FEET; THENCE NORTH $14^{\circ}27'16''$ WEST A DISTANCE OF 265.30 FEET TO THE ABOVE REFERENCED **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 108:

A TRACT OF LAND BEING A PORTION OF BLOCK 18 AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $87^{\circ}36'50''$ WEST ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 613.32 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN AND SANTA FE RAILROAD EASEMENT (BEING 100.00 FEET IN WIDTH); THENCE 224.79 FEET NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 2200.00 FOOT RADIUS CIRCULAR CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $05^{\circ}51'16''$ (LONG CHORD BEARS NORTH $50^{\circ}37'15''$ WEST A DISTANCE OF 224.70 FEET) TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH $87^{\circ}40'09''$ WEST A DISTANCE OF 347.05 FEET; THENCE NORTH $02^{\circ}24'40''$ WEST A DISTANCE OF 189.02 FEET; THENCE NORTH $87^{\circ}40'09''$ EAST A DISTANCE OF 176.73 FEET TO A POINT ON SAID RAILROAD RIGHT-OF-WAY LINE; THENCE 254.68 FEET SOUTHEASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 2200.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $06^{\circ}37'58''$ (LONG CHORD BEARS SOUTH $44^{\circ}22'38''$ EAST A DISTANCE OF 254.54 FEET) TO THE ABOVE REFERENCED **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 109:

A TRACT OF LAND BEING A PORTION OF BLOCK 18 AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $87^{\circ}36'50''$ WEST ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 613.32 FEET TO **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE CONTINUING SOUTH $87^{\circ}36'50''$ WEST A DISTANCE OF 514.58 FEET; THENCE NORTH $02^{\circ}24'40''$ WEST A DISTANCE OF 150.00 FEET; THENCE NORTH $87^{\circ}40'09''$ EAST A DISTANCE OF 347.05 FEET; THENCE 224.79 FEET SOUTHEASTERLY ALONG SAID RAILROAD RIGHT-OF-WAY LINE AND ALONG THE ARC OF A 2200.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $5^{\circ}51'16''$ (LONG CHORD BEARS SOUTH $50^{\circ}37'15''$ EAST A DISTANCE OF 224.70 FEET) TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 110:

A TRACT OF LAND BEING A PORTION OF BLOCK 18 AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH $87^{\circ}36'50''$ WEST ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE

OF 788.75 FEET TO **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 04°36'51" EAST A DISTANCE OF 144.40 FEET; THENCE SOUTH 87°31'05" WEST A DISTANCE OF 344.70 FEET; THENCE NORTH 02°24'40" WEST A DISTANCE OF 144.87 FEET; THENCE NORTH 87°36'50" EAST A DISTANCE OF 339.15 FEET TO **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 111:

A TRACT OF LAND BEING A PORTION OF BLOCK 18 AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 87°36'50" WEST ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 788.75 FEET; THENCE SOUTH 04°36'51" EAST A DISTANCE OF 144.40 FEET TO **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 19°07'46" WEST A DISTANCE OF 155.21 FEET; THENCE SOUTH 87°31'05" WEST A DISTANCE OF 287.71 FEET; THENCE NORTH 02°24'40" WEST A DISTANCE OF 144.30 FEET; THENCE NORTH 87°31'05" EAST A DISTANCE OF 344.70 FEET TO **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

LOT 112:

A TRACT OF LAND BEING A PORTION OF BLOCK 18 AND ASSOCIATED VACATED STREETS OF "CENTRAL SECOND ADDITION TO THE TOWN OF KETTLE FALLS" IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 37 EAST OF THE WILLAMETTE MERIDIAN, KETTLE FALLS, STEVENS COUNTY, WASHINGTON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 87°36'50" WEST ALONG THE NORTH LINE OF SAID SECTION 26 A DISTANCE OF 788.75 FEET; THENCE SOUTH 04°36'51" EAST A DISTANCE OF 288.80 FEET TO **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 16°46'22" WEST A DISTANCE OF 130.77 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE 131.33 FEET SOUTHWESTERLY ALONG THE ARC OF AN 88.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85°30'31" (LONG CHORD BEARS SOUTH 55°18'15" WEST A DISTANCE OF 119.48 FEET) TO A POINT OF REVERSE CURVATURE; THENCE 339.93 FEET NORTHWESTERLY ALONG THE ARC OF A 125.00 FOOT RADIUS CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 155°48'42" (LONG CHORD BEARS NORTH 89°32'39" WEST A DISTANCE OF 244.45 FEET) TO A POINT OF TANGENCY; THENCE NORTH 11°38'18" WEST A DISTANCE OF 138.63 FEET; THENCE NORTH 55°24'01" EAST A DISTANCE OF 71.02 FEET; THENCE NORTH 87°31'05" EAST A DISTANCE OF 350.25 FEET TO **THE TRUE POINT OF BEGINNING** OF THIS DESCRIPTION.

II. DURATION

The Covenants and Restrictions herein contained shall be perpetual, unless modified or terminated as hereinafter set forth.

III. MOBILE HOMES AND TRAILERS

One single family residence per lot shall be permitted. Each residence must have an attached two (2) car, or larger, garage. No single wide mobile homes or trailer houses shall be placed on the property. Pit set double wide manufactured homes or modular homes shall be acceptable residential structures on Lots 108 through Lot 112, inclusive, only.

IV. BUSINESS ACTIVITY

No commercial or industrial business nor any noxious or offensive trade or illegal activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to, or detract from the neighborhood; provided, however, this restriction shall not prevent the rental or lease of any residence thereon as a single family dwelling.

V. GENERAL RESIDENCE RESTRICTION

No building whatsoever, except a private, single family dwelling house with the necessary outbuildings, including an attached two-car or larger garage, shall be erected, placed or permitted on each lot of the above-described property or any part thereof, and such dwelling house permitted on each lot shall be used as a private residence only.

VI. CONSTRUCTION

All buildings placed on the property shall be of new construction. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. Any structure shall be completed within twelve (12) months of commencement of construction.

VII. BUILDING AND LANDSCAPING RESTRICTIONS

- A. Except as otherwise noted herein, only one single family residence and outbuildings auxiliary thereto (i.e., tool sheds, etc.) may be constructed or permitted to remain on each lot.
- B. Houses on these lots shall contain a minimum of 1200 (1,200) square feet exclusive of second floors, open decks, garages, covered carports, sheds or other outbuildings.
- C. Buildings on residential lots shall be well proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake shingle, composition shingle or painted metal. No unpainted metal roofing is permitted on any building including manufactured homes and modular homes within the subdivision.
- D. Easements for drainage, utilities, and access roads are reserved as shown on the face of the plat and other easements of record.
- E. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and public right-of-ways must comply with regulations and standards of Stevens County.
- F. Protective screening shall be provided on each chimney or stack serving a fire source capable of producing air-borne embers.

VII. 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. Provided, however, that a visiting guest shall be allowed to reside in a temporary structure for a period not to exceed five (5) days.

IX. TRASH REMOVAL

No trash, garbage, refuse, ruins or other remains of any kind, including disabled vehicles, shall be thrown, dumped, placed, disposed of or permitted to remain on any portion of the land within the plat, whether vacant or occupied, nor shall the premises be used as a storage area for any purpose other than storage of materials used in connection with the operation of a household. The owners and persons in possession or control of any lot shall be responsible for the prompt removal therefrom of all trash, garbage and other refuse which shall be kept in containers that are maintained in a clear and sanitary condition and hidden from view from the common access easement.

X. GATES

No gates or other obstructions shall be placed on road easements which would obstruct access by any party to their respective properties.

XI. NUISANCES

No annoyance, nuisance, noxious, illegal or offensive activity shall be carried upon any of the said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motorbike, snowmobile, or like motorized vehicle tracks or courses (of any kind, public or private) shall be developed or used within the subdivision.

XII. MAINTENANCE AND UPKEEP

All lots shall be kept in a "husband-like" manner. Noxious weeds shall be kept at a minimum, and unsightly attractions and/or appearances shall not be permitted (old car bodies, abandoned vehicles in disrepair, heavy equipment, except those associated with farming).

XIII. ANIMALS

Domestic, household dogs and cats may be kept, on a limited non-commercial basis as long as the limited quantity is appropriate. No other animal or fowl of any kind shall be kept, quartered or maintained on any lot. All pets must be contained within the boundary of the lot.

IX. MODIFICATION

The covenants, agreements, conditions, reservations and restrictions created and established herein may be waived, terminated or modified only with the written consent of a majority of the lot owners affected by these protective covenants until all lots are sold for the first time by the owners herein. Thereafter, all lot owners affected must agree.

X. ENFORCEMENT

It is expressly understood and agreed that the restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for the owners herein, their heirs, successors and assigns, but also for the future owner or owners of any lot within the plat deriving title from or through the owners herein to institute or prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

XI. COSTS AND ATTORNEYS FEES

If any party shall be in default under these covenants, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce their rights under these covenants. The defaulting party shall pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, court costs, notice expenses, title search expenses and reasonable attorney's fees. In the event any party hereto institutes any action to enforce the provisions of these covenants, the prevailing party in such action shall be entitled to reimbursement by the losing party for court costs and reasonable attorney's fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand and shall bear interest at the rate of twelve percent (12%) from the date of demand and to and including the date of collection.

DATED this _____ of November 6, 2019.

HAWKS NEST HOLDINGS, LLC, a Dissolved
Washington Limited Liability Company

By: David J. Richardson, Managing Member
Executing to Wrap up the Affairs of the
Business

STATE OF WASHINGTON)
)ss.
COUNTY OF STEVENS)

I certify that I know or have satisfactory evidence that DAVID J. RICHARDSON, as Manager of Hawks Nest Holdings, LLC, a Dissolved Washington Limited Liability Company, Grantor herein, is the person who acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act of said Dissolved Limited Liability Company for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this _____ day of November, 2019.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____