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STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

FCLINTON

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WILDEN PROPERTY**

98528(3)

This Declaration of Covenants, Conditions and Restrictions made this 30<sup>th</sup> day of June, 2006, by WILLIAM M. WILDEN and GENE A. WILDEN, husband and wife, the owners of all the property described below. The parties intent is to preserve and enhance the values and amenities of the area.

The legal description of all property that these covenants, conditions and restrictions apply to is:

First;

Assessor's Parcel No. 1647560

Lot ASP 69-92-2: That portion of the SW 1/4 of Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 34, from which the Southwest corner thereof bears South 88°58'15" West 2640.04 feet; thence North 1°46'28" West, along the East line of said SW 1/4, a distance of 1281.77 feet to the True Point of Beginning for this description; thence continuing North 1°46'28" West a distance of 544.50 feet; thence South 88°13'32" West a distance of 400.0 feet; thence South 1°46'28" East a distance of 544.50 feet; thence North 88°13'32" East a distance of 400.0 feet to the Point of Beginning.

And second;

That portion of:

Assessor's Parcel No. 1647545

That part of the SW 1/4 and that part of the S 1/2 of the NW 1/4 all in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington.

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Commencing at the South Quarter corner of said Section 34, from which the Southwest corner thereof bears South 88°58' 15" West 2640.04 feet; thence along the South line of said Section 34, North 87°39'03" East 172.28 feet to the centerline of the Addy-Gifford County Road (C.R.P. No. 207); thence along said centerline North 64°40'10" East 112.30 feet to the beginning of a curve concave to the Southwest having a radius of 108.00 feet; thence along said centerline and curve, Northerly, Northwesterly and Westerly 309.87 feet through a central angle of 164°23'17"; thence South 80°16'53" West 719.97 feet to the beginning of a curve concave to the Northeast having a radius of 181.59 feet; thence along said centerline and curve, Westerly 145.02 feet; through a central angle of 45°45'22" to the point of beginning for this description; thence leaving said centerline, South 64°05'06" West 145.47 feet to a point that is 120.00 feet North of and at right angles to the South line of said SW 1/4; thence parallel to said South line, South 88°58'15" West 693.54 feet; thence North 26°07'00" East 111.89 feet to the centerline of an existing roadway, said point hereinafter referred to as Point "A"; thence North 20°09'03" West 339.23 feet; thence North 24°59'09" West 377.98 feet; thence North 0°31'17" East 655.38 feet; thence North 4°44'09" East 517.17; thence North 2°50'13" East 310.56 feet; thence North 27°57'43" East 116.61 feet; thence North 10°44'18" East 175.15 feet; thence North 2°39'37" East 148.35 feet; thence North 2°47'06" West 99.28 feet; thence North 25°32'52" West 171.15 feet; thence North 20°22'37" West 97.73 feet; thence North 3°15'36" West 177.09 feet; thence North 11°14'36" West 674.79 feet to the North line of the S 1/2 of the NW 1/4 of Section 34; thence along said North line, North 89°27'09" East 1662.95 feet to the Northeast corner of said S 1/2 of the NW 1/4; thence along the East line thereof, South 01°46'28" East 1343.64 feet to the Northeast corner of the SW 1/4 of said Section 34; thence along the East line thereof, South 1°46'28" East 1827.19 feet to the centerline of the Addy-Gifford County Road (C.R.P. No. 207); thence along said centerline, Southwesterly and Southerly 1037.05 feet to the point of beginning.

EXCEPT that part of the SW 1/4 and that part of the S 1/2 of the NW 1/4 all in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 34 from which the Southwest corner thereof bears South 88°58'15" West for 2640.04 feet; thence along the East line of said SW 1/4 North 1°46'28" West for 2617.48 feet to the intersection with the centerline of County Road No. 1686 and the Point of Beginning for this description; thence leaving said East line, South 89°48'24" West for 1457.07 feet to the West line of that tract of land shown and described as Parcel "A" on that map recorded in Book 12 of Surveys at pages 116 and 117; thence along said West line, North 2°39'37" East for 148.35 feet; thence North 2°47'06" West for 99.28 feet; thence North 25°32'52" West for 171.15 feet; thence North 20°22'37" West for 97.73 feet; thence North 3°15'36" West for 164.62; thence leaving said West line, North 89°49'25" East for 1195.40 feet to the centerline of said County Road No. 1686; thence along said centerline South 38°18'31" East for 106.86 feet; thence South 28°28'22" East 651.44 feet to the Point of Beginning.

EXCEPT Lot SP 69-92-1: That portion of the SW 1/4 in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington as follows:

Commencing at the South Quarter Corner of said Section 34, from which the Southwest corner thereof bears South 88°58'15" West 2640.04 feet; thence North 1°46'28" West, along the East line of said SW 1/4, a distance of 1281.77 feet; thence leaving said East line, South 88°13'32" West 800.0 feet to the True Point of Beginning for this description; thence South 88°13'32" West 847.15 feet to the West line of that tract of land shown and described as Parcel "A" on that map recorded in Book 12 of Surveys, at page 116 and 117; thence along said West line, North 0°31'17" East 280.51 feet; thence North 4°44'09" East 265.93 feet; thence leaving said West line, North 88°13'32" East 805.76 feet; thence South 1°46'28" East 544.50 feet to the Point of Beginning.

Said portion which is subject to these conditions, covenants and restrictions is determined by extending a line South from the North/South line on the West side of SP69-92-1 to the bluff area and all of the property lying West of the water line easement running Northerly from SP69-92-1 to the Northern property line. Said property is further shown on exhibit A attached hereto and incorporated herein by this reference.

The real property that is subject to these covenants conditions and restrictions shall be SP 69-92-2 and the other described property as shown on Exhibit A, which other described property shall be surveyed in the future.

### SECTION 1. GENERAL PROVISIONS

- A. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own property in the subdivision for a period of twenty years from the date these covenants are recorded after which twenty year time said covenants shall be automatically extended for successive periods of twenty years unless an instrument signed by all of the owners of the lots or tracts has been recorded, agreeing to change the covenants in whole or in part. Unless otherwise agreed by the parties having an interest in any lot, the "owner" shall be the party holding fee title, except in the case of a real estate contract or successive contracts; the last contract purchaser in the chain of title shall be deemed the "owner".
- B. Any persons who now may own, or who may hereafter own, property in the subdivision are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to obtain

injunctions or recover any damages suffered by them from any violations thereof.

- C. Each and all of the covenants, conditions and restrictions contained herein shall be deemed and construed to be continuing and no waiver of or failure to enforce a breach of any of the covenants, conditions and restriction herein contained shall be constructed to be a waiver of any other breach of the same, or other covenants, conditions and restrictions.
- D. If any covenant, condition or restriction contained herein, or any portion thereof, is invalidated or voided by court order or otherwise, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.
- E. By acquiring an interest in any lot, such person, agrees to bind himself, his heirs and assigns to these protective covenants, to perform obligations, and comply with the terms of the road maintenance agreement(s).
- F. Any violation of these covenants shall be considered a nuisance. Any lot owner shall have the right; upon fifteen days written notice, to take legal action against the offending parcel's owner, lessee or other person in control of possession.
- G. Person or persons enforcing covenants shall be entitled to recover reasonable costs including reasonable attorney's fees. These costs will become a liability of the offender and if not paid within 30 days, the costs will become a lien on the property. This lien shall be enforceable by foreclosure of real property in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of legal action.
- H. These covenants shall be fully incorporated into any instrument by reference to the same as "Declaration of Covenants, Conditions and Restrictions."

## SECTION 2.

### BUILDING CONSTRUCTION AND LANDSCAPING RESTRICTION

- A. All buildings placed on the property shall be of new construction. Buildings must be new frame construction, no double-wide, no triple-wide, no manufactured or no modular homes. All buildings shall be constructed

in accordance to the provisions of the Uniform Building Code in effect at the date of construction. Each residence shall contain at least 2,200 total square feet of interior space and at least 1500 square feet on the main floor, exclusive of open decks, garages, covered carports, sheds and other outbuildings.

- B. Except as otherwise noted herein, only one single-family residence and outbuildings auxiliary thereto (i.e. garages, woodsheds, barns, etc.) may be constructed or permitted to remain on each lot. Separate guest quarters are allowed subject to County approval, but may not be used as a second full time residence. This second separate guest quarters must be a maximum square footage of 800 square feet and must be placed within 150 feet of the primary residence and shall conform to the architecture and colors of the primary residence.
- C. Buildings on residential lots shall be well proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be composition shingle, or painted metal. No wood shakes and no unpainted metal roofing shall be permitted on any building in the subdivision.

There shall be no two story garages or out buildings and the maximum peak height of all outbuildings, including but not limited to garages, shall be eighteen feet (18') at the peak.

- D. The exterior of any building shall be completed within one year of the beginning of construction.
- E. 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.

### **SECTION 3.**

#### **OCCUPYING PROPERTY PRIOR TO NEW HOME CONSTRUCTION**

- A. During the one year construction of a new residential home period, the lot owner may stay in a motor home or R.V. only. Except for this one year of construction, no person may stay in a motor home or R.V.

**SECTION 4.**  
**REPAIRS, MAINTENANCE AND CLEANLINESS**

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Lot owners must adhere to rules and regulations of the Stevens County Noxious Weed Control Board.

**SECTION 5.**  
**TRASH AND DEBRIS**

No trash, garbage, ashes, refuse, ruins or other remains of any kind including, but not limited to disabled vehicles, furniture, appliances, shall be thrown dumped, placed, disposed of, or permitted to remain on any land 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 of such materials. Such materials shall be kept in containers that shall be maintained in a clean and sanitary condition and shall be kept hidden from county road and adjacent lot owner's view. No plastic tarping may be used to cover material greater than a two week period. This includes, but is not limited to any blue plastic tarping over firewood or building materials.

**SECTION 6.**  
**ANIMALS**

All pets and livestock must be contained within the boundary of the lot. No commercial animal raising of any kind shall be permitted, including no feedlots, no pig farms, etc. No more than three dogs shall be permitted and no inherently dangerous breeds, including but not limited to, no pitbulls, no rotweillers.

**SECTION 7.**  
**OFFENSIVE ODORS**

Any activity that creates offensive odors that spread to other lots is prohibited.

**SECTION 8.**  
**NO OFFENSIVE BUSINESS OR OTHER ACTIVITY**

No commercial or industrial business or other that creates any excessive noise or offensive odors, high traffic or trade shall be conducted upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to, or detract from the neighborhood or negatively effect value of the property, provided however, this restriction shall not prevent the rental or lease of any residence thereon as a single family dwelling.

There shall be no activity, business or otherwise, that creates excessive noise or offensive odors or high traffic. This exclusion shall include, but not be limited to, no dirt tracks, dirt bike tracks or other 4 wheeler or mechanized vehicle "track" type activity.

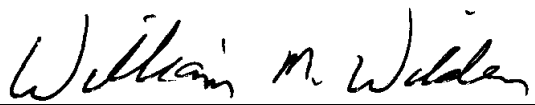
**SECTION 9.**  
**WEEDS**

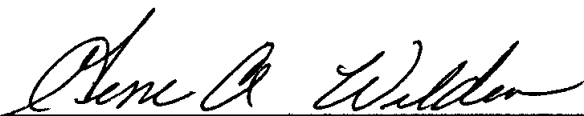
All lot owners must maintain their boundary according to the standards of the public body that oversees weed control and all lot owners must spray at least every year or more often if the pubic body that oversees weed control requires.

**SECTION 10.**  
**SEVERABILITY**

In the event any portion of these covenants is ruled invalid, that portion shall be severed from the remainder, and the balance shall be fully enforceable.

Dated this 30<sup>th</sup> day of June, 2006.

  
\_\_\_\_\_  
WILLIAM M. WILDEN

  
\_\_\_\_\_  
GENE A. WILDEN

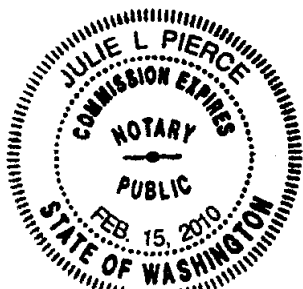
STATE OF WASHINGTON )

) ss

COUNTY OF STEVENS )

This is to certify that on this 30<sup>th</sup> day of June, 2006,  
before me a Notary Public in and for the State of Washington duly commissioned and  
sworn, personally appeared WILLIAM M. WILDEN AND GENE A. WILDEN, to me  
known to be the individual(s) described in and who executed the within instrument, and  
acknowledged to me that he/she/they signed the same as his/her/their free and  
voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first  
above written.



Julie L. Pierce  
NOTARY PUBLIC in and for the State  
of Washington residing in Colville.  
My commission expires 2/15/10

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EXHIBIT A TO WILDEN DECLARATION  
OF COVENANTS CONDITIONS AND RESTRICTIONS (C.C.T.R.'S)  
NOT TO SCALE - FOR INFORMATIONAL PURPOSES ONLY

