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Auditor File #: 2008 0009047

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on 09/19/2008 at 14:56

Total of 6 page(s) Paid: \$ 47.00  
STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

AALLEN

Tax Parcel Nos. 1647568; 1647565; 1646705; 1646706; 1646707; 164701 and 1646800

File: 7059

## DECLARATION OF PROTECTIVE COVENANTS

The undersigned, LULA M. SCHRODER, a married woman dealing with her sole and separate property, as owner and developer of the real property hereinafter described, located in Stevens County, Washington, hereby makes the following declarations as to limitations, restrictions, and uses to which the property may be put, and hereby specifies 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 her, 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:

### I. DESCRIPTION OF PROPERTY

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

Lots 2, 3 and 4, Amended Short Plat No. ASP 135-80, according to Plat thereof, recorded December 14, 1995 in Book D of Short Plats, at Pages 38 and 39, under Auditor's File No. 9512524;

AND

Lots 1 through 4, Short Plat No. 12-2007 of Short Plat No. 12-2007 of Short Plat by Survey No. SP 12-2007 being recorded subsequently hereto.

AND

Lots A, B, C, D, E, F and G of Record of Survey recorded in Book 15 of Surveys, at Pages 200 and 201, under Auditor's File No. 9512523;

### II. DURATION

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

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### III. MOBILE HOMES AND TRAILERS

No manufactured or mobile homes or trailer houses shall be placed on the property. Modular homes, not older than five (5) years will be permitted.

### IV. BUSINESS ACTIVITY

No commercial or industrial business nor any noxious or offensive trade or illegal activity shall be conducted upon any parcel, except for home-based businesses which are operated without heavy machinery or equipment, 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 a private garage, shall be erected, placed or permitted on each parcel of the above-described property or any part thereof, except for "mother-in-law" apartments connected to such single family dwelling house, and such dwelling house permitted on each parcel 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 two (2) years of commencement of construction.

### VII. BUILDING AND LANDSCAPING RESTRICTIONS

A. Except as otherwise noted herein, only one single family residence and four (4) outbuildings auxiliary thereto (i.e., garages, wood sheds, etc.) may be constructed or permitted to remain on each parcel.

B. Houses on these parcels shall contain a minimum of twelve hundred (1,200) square feet exclusive of second floors, open decks, garages, covered carports, sheds or other outbuildings.

C. Buildings on residential parcels 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.

D. The exterior of any buildings shall be completed within two (2) years of the beginning of construction.

E. Easements for drainage, utilities, and access roads are reserved as shown on the face of the plats and other easements of record.

F. 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.

G. Protective screening shall be provided on each chimney or stack serving a fire source capable of producing air-borne embers.

H. A permanent structure to be used for storage, but not as a residence may be constructed following the hereinabove described restrictions A through G inclusive.

### VIII. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any parcel permanently as a residence, except that during construction of a permanent, single family residence, a travel trailer or other portable living structure, may be placed on the property for a period of up to two (2) years during the active construction phase. Provided that any such temporary structure may remain on the land for recreational purposes for a period of no longer than six (6) months each year beginning after April 1 and ending before October 1 each year prior to the beginning of the building of a permanent structure. Also, provided, however, that a visiting guest shall be allowed to reside in a temporary structure for a period not to exceed ninety (90) 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 the storage of materials used in connection with the operation of a household. The owners and persons in possession or control of any parcel 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 easements.

### X. EASEMENT DEDICATION, MAINTENANCE AND GATES

The easement roadways as shown on the faces of the Records of Survey, recorded in Book D of Short Plats, at Pages 38 and 39, under Auditor's File No. 9512524; in Book 15 of Surveys, at Pages 200 and 201 under Auditor's File No. 9512523, and Short Plat No. SP 12-2007 which is being recorded subsequently hereto, are hereby dedicated and the maintenance thereof shall be borne by the parcel owners, proportionate to the parcel owners' usage thereof. Maintenance is hereby set forth as follows:

1. The nature of the maintenance contemplated herein is periodic grading, graveling, cleaning, snow removal, opening and establishing culverts or ditches for appropriate drainage. The scope of the work contemplated herein does not include substantial road improvements of a more permanent or expensive nature such as curbs, gutters or sidewalks. The cost of any such maintenance shall be borne by each parcel owner in proportion to their usage of the roadways and utility easements: e.g., the number of parcel owners who use the roadways and utility easements shall share equally on a declining basis such that no parcel owner shall be obligated to share in the cost of maintenance of the roadways and utility easements beyond that portion of their property that is necessary for the use and enjoyment of their property. Provided, however, that the owner/developer shall not have any maintenance responsibility for unsold parcels until such parcels are sold for the first time to third parties. Any road work exceeding \$250.00 per parcel per year must receive prior written approval from a majority of the parcel owners. "Majority" shall be defined as at least two-thirds (2/3) of the parcel owners. Any owner may initiate road or utility work by circulating among the parcel owners, a written notice by certified mail, explaining the nature of the work desired and estimated cost of said work. Upon receipt of written approval of a majority of the parcel owners

benefitted by the easements described herein, such work may be ordered. If, within fifteen (15) days of the receipt of the hereinabove described certified letter explaining the nature of the improvements and estimated cost of the same, **a parcel owner has not responded, it shall be deemed consent.** The cost of improvements shall be due upon completion or as otherwise mutually agreed. Any road and or maintenance expenses incurred and unpaid by a parcel owner shall, after thirty (30) days of completion, become a lien against the parcel owner's lot, subject to judicial foreclosure, and shall accrue interest at a rate of twelve percent (12%) per annum. The cost of any work described herein shall be borne by the parcel owners of each lot as described above, except any parcel owner, may, at their sole expense, and contract for road and maintenance or utility work to be done after having received prior written approval from a majority of the parcel owners by following the approval procedure as described above for shared cost road maintenance. The written notice to parcel owners needs only to describe the nature of the work to be done and materials to be used.

2. In the event any owner, by the use of a roadway or utility easement, causes it to be damaged or subject to other than usual, ordinary and reasonable wear, that owner shall have the obligation to restore the roadway to the condition existent prior to such use and bear the expense individually.

3. This agreement is for the benefit of and shall run with the land, and all parties who gain title to or possession of any portion of the hereinabove described real property shall be bound by this agreement. This agreement shall run with the land perpetually and is binding on all the real property owners, and all persons claiming, under them, excepting only that this agreement may be changed in whole or in part at any time upon express concurrence of a simple majority of the real property owners of the real property who are obligated by this instrument, the owners of each parcel having one (1) vote per parcel. Amendments shall be effective only upon the recording of a written amendment with the Stevens County Auditor's Office.

4. There shall be no gates or other obstructions placed on or within any of the Easement roadways. The speed limit on all easement roadways shall be 25 mph.

6. Any owner of property within the hereinabove described real property shall have the right to enforce, by any proceeding at law or in equity, all agreements now or hereafter imposed by the provisions of this instrument. Failure by any owner to enforce any covenant, restriction, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate a covenant, restriction, or agreement contained herein. Relief shall be in such form as to restrain any violation or if required, to recover damages.

7. No owner shall grant road access or utility easements (or access) to any contiguous property which is not a part of Vista Ridge Subdivision as developed by Lula M. Schroder.

8. Invalidation of any one of the covenants contained in this instrument by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

## XI. NUISANCES

No annoyance, nuisance, noxious, illegal or offensive activity shall be carried upon any of the said parcels, 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. Except, each parcel owner shall be allowed limited use of ATVs, motorbikes or like motorized vehicle for access to and from the undeveloped portions of their parcels. Commercial communication towers are specifically prohibited.

## **XII. MAINTENANCE AND UP-KEEP**

All parcels shall be kept in a orderly 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, or heavy equipment), except that equipment which is used for gardening, landscaping or road maintenance.

## **XIII. ANIMALS**

Domestic animals, dogs, cats, common household pets may be kept, quartered or maintained on any parcel, on a limited basis as long as the limited quantity is appropriate. Limited quantity shall be defined as no more than four (4) each of any one type of domestic animal, (dogs, cats, etc.,) whether it be housed inside or outside of the building. No fowl may be kept, quartered or maintained on any parcel. No pigs may be kept, quartered or maintained on any parcel. No kennels may be kept, quartered or maintained on any parcel. All pets must be contained within the boundary of the owner's parcel. Animals shall be fenced away from wells, creeks, streams and other water sources used for domestic use.

## **XIV. SET-BACK RESTRICTIONS**

No building shall be located on any parcel nearer than ten (10) feet from any parcel line or the common easements.

## **XV. NON-CONTAMINATION COVENANTS**

The parties hereto, for themselves, their heirs, successors and assigns, hereby covenant with themselves, their heirs, successors and assigns, that they will not construct, maintain, or suffer to be constructed within one hundred feet (100') from a well or stream any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens, or other enclosures for the keeping or maintaining of fowl or animals, or the storage of liquid or dry chemicals, herbicides or insecticides. Any wells placed by future owners shall be subject to the Restrictive Covenants contained herein.

## **XVI. PARTITIONING**

No residential parcel shall be partitioned or otherwise subdivided, without the prior written consent and approval of the Stevens County Land Services Department.

## **XVII. 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 parcel owners affected by these protective covenants until all parcels are sold for the first time by the owner/developer herein. Thereafter, all parcel owners affected must unanimously agree.

**XVIII. 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 parcel within the plats deriving title from or through the owner/developer herein to institute or prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

**XIX. COSTS AND ATTORNEYS FEES**

If any parcel owner 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 parcel owner 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. Venue for any such action shall be Stevens County, Washington. 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 19 of September, 2008.

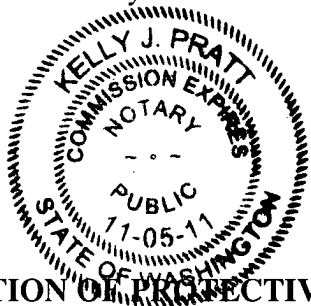
- OWNER/DEVELOPER -

Lula M. Schroder  
LULA M. SCHRODER

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF STEVENS            )

On this day personally appeared before me LULA M. SCHRODER, a married woman, dealing with her sole and separate property, Owner/Developer, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESSED my hand and official seal hereto affixed the 19<sup>th</sup> day of September, 2008.



Kelly J. Pratt  
NOTARY PUBLIC in and for the State of  
Washington, residing at [Signature]  
My Appointment Expires 11/05/11