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Ferry Co Wa

Return to:

Martin Creek Community Association
PO Box 943
Kettle Falls, WA 99141

Document Title(s) (or transactions contained therein):

Protective Covenants Governing Martin Creek

Reference Number(s) of Documents Assigned or Released:

(On page ____ of document(s))

Grantor(s) (Last name first, then first name and initials)

Martin Creek Community Association

Grantee(s) (Last name first, then first name and initials)

The public

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

N/A

Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number

Additional Parcel Numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



183317

PROTECTIVE COVENANTS GOVERNING MARTIN CREEK TREE FARM

I. RECITALS

1. The undersigned are the owners of the ground to be subdivided into building lots and called MARTIN CREEK Subdivision.
2. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the area.
3. The MARTIN CREEK Community Association, hereinafter referred to as the Association, will be organized to regulate, govern, operate, and maintain the common facilities and services of the MARTIN CREEK Subdivision and enforce the protective restrictions and covenants hereby established.

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 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 Subdivisions" and fee number of the Auditor of Ferry County under which they are recorded.

III. UTILITIES AND ROADS

1. Water and roads will be provided by Declarants, and may be provided, owned, regulated, governed, operated and maintained by the Association by means of assessments against individual lots in the Subdivision or other methods of financing, all in accordance with the Association bylaws as from time to time amended.
2. 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 Health Office for a period of up to 90 days to accommodate the installation of flush type facilities.
3. No structure shall be permitted upon any lot in the Subdivision until central water systems have been installed and approved by governing regulatory agencies.
4. The Association shall arrange for roads to be kept free of obstacles to insure access by emergency vehicles.
5. Because of the intent of the Association to minimize soil disturbance and possible erosion, proposed private driveway construction shall be reviewed by the Association with the purpose of accomplishing the above stated intent.

IV. SIGNS AND DEVELOPMENT 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 successor or assigns, or their agents to advertise the property during the sales period.

V. ANIMALS

No animal of any kind may be kept or quartered in the development if its presence produces a common-law private nuisance.

All Livestock and pets must be contained within the boundary of the lot and hogs 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 from street view.

VII. MARTIN CREEK COMMUNITY ASSOCIATION

1. Every conveyance or other transfer of land in the Subdivision or interest therein shall be subject to the articles of incorporation and bylaws of the Association as from time to time amended. Every grantee, purchaser or lessee of an interest in land in the development agrees, by the act of purchasing or accepting the same, for himself, his heirs, assigns and other successors, to be bound by said articles bylaws; faithfully to perform all obligations thereby imposed upon



him; and in particular, to pay such general assessments as the Association may levy from time to time in accordance with said bylaws and for the purpose therein specified.

- 2. If any person in control or possession of any lot breaches or fails to perform any of these covenants, the Association may cause such breach to be cured or obligation to be performed on his behalf and recover the reasonable cost thereof from the owner, lessee or other person in control or possession by means of a special assessment.
- 3. Such general and special assessments, together with the reasonable costs of collecting them, including reasonable attorneys' fees, shall be a personal obligation of the assessee which the Association may enforce by court action. They shall also constitute a lien upon the assessee's interests in land in the Subdivision. This lien shall be enforceable by foreclosure proceedings 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 assessment.

VIII. 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.

IX. BUILDING AND LANDSCAPING RESTRICTIONS

- 1. Except as noted otherwise herein, only one and only single-family residences 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 structures will comply with applicable zoning, and construction shall conform to Ferry 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 800 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 colors. Roof covering shall be wood shake shingle or composition shingle, or other materials of approved color and texture, if approved by the Association. No unpainted metal roofing.

(Note: There are no items 5, 6, or 7 in the original document)

8. 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.
9. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend, vacation, and use during the one year construction period. Mobile homes are prohibited on Subdivision lots 1 through 21 inclusive. Mobile homes shall be permitted on lots 22 through 49.
10. Easements 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 easements are reserved within 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.
11. 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 rights-of-way must comply with regulations and standards of Ferry County.

- 12. Because of intent stated in III-5, it is strongly recommended that foundations be designed and constructed to minimize required excavation. This will be carefully reviewed by the Association.
- 13. Protective screening shall be provided on each chimney or stack serving a fire source capable of producing air-borne embers.

X. 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. 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.

XI. ENFORCEMENT OF COVENANTS

Any violation of covenants in Articles III, IV, V, VI, VIII and IX shall be considered to be a nuisance and the Association or its duly appointed representative 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. The Association, its duly appointed representative, or any person owning or leasing land in the Subdivision may prosecute a civil action against 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. The Association or any person bringing such an action shall be entitled to recover from the violator any reasonable attorneys' fees, court costs and other costs reasonably incurred and awarded by judgment of the



court having jurisdiction, which costs shall constitute a lien upon the violator's land in the Subdivision or interest therein.

XII. 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.

XIII. SEVERABILITY

Invalidation by judgment 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.

XIV. All Telephone and Power Lines shall be underground.

(Delete per Document No. 208549 dated July 26, 1988)

XV. The water system is designed to be adequate for home use and a 1/2 acre garden. Water may be used for additional irrigation as long as excess water is available.

If the majority of the total lot owners wish to irrigate all of the area it is feasible to install an additional well.

(Add per Document No. 208549 dated July 26, 1988)

XV. The water system was designed to be adequate for home use in accordance with the State of Washington laws in effect at the time of approval. Management of the water system shall be the responsibility of the Board of Directors. (Effective 9/1/88)



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XVI. Martin Creek directive Association of 5 members will be elected yearly by lot owners.
Each lot will have one vote per position.
The 5 members elected will then elect a President and a Secretary.
The Association will insure that these covenants are administered fairly and shall maintain complete records of its action.



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ARTICLES OF INCORPORATION

OF

MARTIN CREEK COMMUNITY ASSOCIATION

(Non-Stock, Non-Profit)

The undersigned, acting as the incorporator of a corporation under the provisions of the Washington Non-Profit Corporation Act (Revised Code of Washington 24.03), adopts the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation shall be Martin Creek Community Association.

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The purposes for which the corporation is organized are the following:

- a. To maintain and operate a domestic water system for the servicing and benefit of property owners present and future of property acquired from the incorporators hereof, situated within the Martin Creek Tree Farm, according to duly recorded plat thereof recorded in Ferry County, State of Washington;
- b. To impose water charges and levy assessments to be collected and used in furtherance of the purposes of the association, in the manner and in the amount as may be provided in its bylaws and any amendments thereto;
- c. To do each and any or all of the general powers enumerated in Chapter 24.03 of Revised Code of Washington.

ARTICLE IV

The corporation shall have one class of members, designated as follows: the owners or contract purchasers of parcels of property acquired from or through the incorporator herein, and each such owner or contract purchaser shall apply to the corporation for membership and shall automatically be entitled to membership therein. Certificates evidencing membership in said corporation may be issued by



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said corporation to all of its members or such membership may be recorded by the corporation upon the corporate books.

ARTICLE V

The address of the initial registered office of the corporation shall be Rt. 2 Box 307, Kettle Falls, Washington 99141, County of Ferry Washington. The name of the initial registered agent of the corporation at such address shall be Mike L. Matney.

ARTICLE VI

The number of directors constituting the initial Board of Directors of the corporation shall be three (3) directors. The name and address of the persons who are to serve as the initial directors of the corporation are as follows:

Mike L. Matney
Rt. 2 Box 311 J
Kettle Falls, Washington 99141

Ron J. Matney
Rt 2
Kettle Falls, Washington 99141

Frank L. Matney
Rt. 2
Kettle Falls, Washington 99141

The number of directors will increase to five (5) at such time as directed in the Bylaws of the corporation.

ARTICLE VII

The names and address of the incorporators of (sic) the corporation are:

Mike L. Matney & Ron J. Matney
Rt. 2
Kettle Falls, Washington 99141

ARTICLE VIII

The net assets of the corporation which may need to be distributed in the event the corporation is dissolved shall be distributed to the members existing at the time



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of such dissolution and if there be no members at that time, then said assets shall be distributed to the County of Ferry, a political subdivision.

ARTICLE IX

These Articles may be amended by a majority of the members present at any meeting of members after the giving of notice of such meeting, stating the exact change to be made in these Articles, as provided in the Bylaws. The Bylaws may be amended as provided therein.



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EXHIBIT "A"

That portion of Government Lot 10, Section 16, Government Lots 3 and 4, Southwest 1/4 Southeast 1/4 (SW1/4 SE1/4), Southeast 1/4 Southwest 1/4 (SE1/4 SW1/4), Section 17, Government Lots 3 and 4, Section 20, all in Township 35N, Range 37E W.M. in Ferry County, Washington.

The above described property is also described as Lots 1 through 49 Plat of Martin Creek Tree Farm according to plat thereof, records of Ferry County Auditor.



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MARTIN CREEK COMMUNITY ASSOCIATION

DECLARATION OF CHARGES, ASSESSMENTS AND LIENS

ARTICLE I

Provisions for Assessments

Section 1. The lots within the above-described property platted as Martin Creek Tree Farm shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Board of Directors of the Martin Creek Community Association acting pursuant to the Articles of Incorporation and the Bylaws of the respective corporation, including any duly adopted amendments thereto.

Section 2. The amount of such charges and assessments and the manner of payment thereof shall be determined by the corporation imposing such charges and assessments, and the proceeds therefrom shall likewise be applied in such a manner and for such objects and purposes as shall be determined by that corporation.

Section 3. Charges and assessments by the Association shall be levied in equal proportions against each and every residential lot hereby made subject to such charges and assessments.

(Delete per Document No. 208549 July 26, 1988)

Section 4. The total of all charges and assessments authorized to be imposed by the corporation shall in no event exceed in amount the sum of one hundred dollars per residential lot for any one calendar year, except that an additional charge or assessment, not to exceed ten dollars per residential lot for any one calendar month, shall be permitted with respect to those lots which have subscribed for and are actually receiving water service from the corporation. This limitation on the amount of assessments may be removed by a vote of two-thirds (2/3) of the lot owners.

ARTICLE II

Liens: Collection of Assessments

Section 1. Any charge or assessment levied by the Association against any residential lot in said Martin Creek Tree Farm, including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such residential



lot as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4. hereof) at any time levied or imposed upon such residential lot.

Section 2. Any charge or assessment imposed by the Board upon any member who is the owner or contract purchaser of a residential lot or lots in said Martin Creek Tree Farm, including interest on such charge or assessment and collection cost, if any, shall be and become a lien upon the lot or lots owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot or lots.

Section 3. All liens herein provided for shall be enforceable for foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any residential lot or lots, or by the signing of a contract of agreement to purchase the same, whether from the undersigned owners or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and homestead in such lot or lots with respect to foreclosure of such liens. As an alternative remedy to the foreclosure of such liens, the Board of Directors of the Martin Creek Community Association shall have the exclusive right and option, at any time after the expiration of a period of six (6) months during which any of such charges or assessments shall remain unpaid, to purchase any residential lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot of an amount equal to the value of such owner's or purchaser's interest in such lot. Upon the exercise of said option by the Board of Directors of the Martin Creek Community Association, the owner or purchaser of such lot shall convey to said corporation all right, title, and interest which such owner or purchaser may have in such lot. In any court proceedings to enforce such option, the Board of Directors of the Martin Creek Community Association shall be entitled to have a decree of specific performance entered in its behalf. If the value of such owner's or purchaser's interest in such lot cannot be agreed upon, then each party shall appoint a licensed real estate broker qualified as an appraiser to appraise the value of the lot. These appraisals shall be averaged to arrive at the option price.

Section 4. First mortgage liens placed upon any of said residential lots, for the purpose of constructing a residence or other improvements of thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of the recordation of such, superior to any and all charges, assessments, and liens imposed pursuant to this Declaration.



ARTICLE III
Membership

Section 1. Membership in the Martin Creek Community Association shall be as prescribed in the Articles of Incorporation and the Bylaws of the Martin Creek Community Association.

Section 2. Any charges or assessments herein provided to be imposed by the Association including interest thereon and collection costs, if any, shall be and become a lien upon all residential lots in said Martin Creek Tree Farm, irrespective of owner's or purchaser's non membership in the Association. The fact of the non membership in the Association shall not serve in any way to release or relieve the lot or lots owned by such owner or purchaser from the charges or assessments imposed upon such lot or lots by the Association in accordance with its Articles of Incorporation and Bylaws.

ARTICLE IV
Binding Effects of Declaration

All of the provisions of this Declaration shall be deemed to be covenants and obligations running with the land, and shall bind Martin Creek Community Association, its successors and assigns and all parties claiming by, through, or under them, shall be taken to hold, agree, and covenant with Martin Creek Community Association, its successors in title, and with each of them to conform to and observe all the terms and conditions herein contained.