

After Recording Return to:
McGrane & Schuerman
298 S. Main, Suite 304
Colville, WA 99114

Auditor File #: 2004 0006298

Recorded at the request of:

VALLEY TITLE GUARANTEE

on 06/14/2004 at 10:48

Total of 8 page(s) Paid: \$ 26.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AGAGNON

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
of HIGH WATER ISLAND C**

Parcel No.'s: 2375600 SPLOT 54-97-1& 54-97-2; 2375663 SPLOT 54-97-3; 2375664 SPLOT 54-97-4; 2374651 SPLOT 55-97-1; 2374652 SPLOT 55-97-2; 2374653 SPLOT 55-97-3; 2374654 SPLOT 55-97-4; 2374655 SPLOT 56-97-1; 2374656 SPLOT 56-97-2; 2374657 SPLOT 56-97-3; 2374658 SPLOT 56-97-4 **PTN 10415-39-39**

This Declaration of Covenants, Conditions and Restrictions, effective as of the 28th day of May, 2004, is made by High Water Island, LLC., by Glenn Phillips, Sole Manager, hereinafter referred to as "declarants".

WITNESSETH,

WHEREAS, the declarants are owners of certain property in Stevens County, State of Washington, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference and is hereinafter referred to as the "property"; and

WHEREAS, the declarants have subdivided the property into separate lots comprising of the "project" as reflected in Survey recorded under Auditor's file number 20040005560, book 24 of surveys, page 52; and

WHEREAS, the declarants intend, by this document, to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said lots and the owners thereof;

NOW, THEREFORE, the declarants hereby declare that the property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value of the property and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be

perpetually binding upon the declarants and their successors in interest and assigns, and all of the parties having or acquiring any rights, title or interest in or to any part of the property in the project.

I. DESCRIPTION OF PROPERTY

1.1 The property subject to the covenants, restrictions and declarations of this document is legally described on Exhibit "A", attached hereto and incorporated herein by this reference.

II. USE RESTRICTIONS

2.1 General Covenants. These Restrictions shall not be taken as permitting any action or anything prohibited by applicable zoning laws or laws, rules or regulations of any governmental authority or specific restrictions imposed by any deed. In the event of any conflict, the most restrictive provision of the laws, rules, regulations, deeds, or covenants shall be taken to govern and control.

2.2 Restriction Against Manufacturing or Commercial Enterprise. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lawn, or within any building located on a residential lot. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office.

2.3 Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage, to be situated immediately adjacent to the residence. Any dwelling structure erected shall be constructed on site as a frame or log building, and shall be completed as to exterior structure and appearance, including exterior finish painting, within twelve (12) months of the date of commencement of construction. All dwellings shall be single family residential dwellings only and shall have a minimum of two thousand (2,000) square feet of finished living area on the main floor, if one floor, and two thousand six hundred (2,600) square feet of living area total if more than a one floor, with a minimum of three (3) car garage attached. No structure can exceed two floors above the ground. All landscaping must be completed within twenty-four (24) months of commencement of construction.

OFF: 311 PAGE 3305
VOL: 311

2.4 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

2.5 Restriction Against Subdividing. No lot shall be split, divided or subdivided for sale, resale or gift for the purpose of creating another building site.

2.6 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

2.7 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the course of construction and sales.

2.8 Animals. Livestock or poultry of any kind may not be raised, bred, or kept on any lot. Cats, birds, dogs or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purposes. Any animals not restricted shall be properly sheltered and cared for. Dogs shall be leashed or penned and not allowed to run loose except under close supervision.

2.9 Nuisance. No noxious or other offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

2.10 Recreational Vehicles. Recreational Vehicles, including boats, motorcycles and snowmobiles and the like are not to be used in the project and such vehicles must be stored in an attached enclosed garage. All Terrain Vehicles (ATV's) and snowmobiles shall be allowed to travel on the driveways and main roads of the subdivision solely for ingress and egress into and out of the subdivision.

2.11 Roofing. No shake roofs shall be allowed on any residence in the project and only fire retardant roofing utilized.

2.12 Vehicles. No vehicle in excess of six thousand (6,000) pounds gross weight (including campers, motorhomes, business, boats, trucks and trailers of any description) used for private purposes may be kept, parked, stored or dismantled or repaired outdoors on any residential lot or on any adjacent street within the project. No owner shall permit any vehicle owned by him or any member of his family or any acquaintance which is in an

extreme state of disrepair to be abandoned or remain parked upon their lot or upon any street within the project for a period in excess of forty eight (48) hours.

2.13 Tree Removal. To maintain the natural appearance of the lots, there shall be no cutting of healthy trees larger than twelve (12) inches breast high unless the trees are within a building or driveway development area, or otherwise would pose a hazard for structures on the lot.

2.14 Docks. A common dock area shall be designated on the subdivision plat, with all lots in the subdivision having equal rights to utilize the common dock. All expenses for the common dock shall be born equally by all lot owners whether they use or do not use the common dock. Personal docks are permitted within the subdivision said personal docks are properly in compliance with all regulations of government agencies having authority to regulate private docks.

III. ASSOCIATION, ADMINISTRATION AND VOTING RIGHTS

3.1 The declarants hereby authorize the formation of an association of homeowners of owners of lots in the project. Such an association may either be established by the declarants at any time within ten (10) years of the recording date of this declaration or by an affirmative vote of not less than two-thirds (2/3) of the property owners in the project. The declarants do not believe it is necessary to form a homeowners association immediately for this project however, the declarants reserve the right to form such an association and for the purpose of conducting the common business of the homeowners. In the event the association is established, either by subsequent declaration of the declarants or by an affirmative vote of the requisite number of lot owners, all property owners shall automatically be members of the association, with each lot having one vote in the association. The affairs of the association shall be managed by the Board of Directors which shall be authorized to adopt bylaws to regulate the association. Upon the establishment of a homeowners association, the declarants shall also have one vote for each lot they have ownership of at the time of the formation of the association.

IV. MAINTENANCE AND ASSESSMENTS

4.1 The declarants, for each lot owned within the project, hereby covenant, and each owner of any lot by acceptance of a deed or contract therefor, whether or not it shall be so expressed in their deed or contract, is deemed to covenant and agree to pay their pro-rata share of common expenses, and for such other reasonable charges as may be commonly assessed by not less than two-thirds (2/3s) of the property owners acting individually or

through a homeowners association.

4.2 Each lot, including all lots owned by the declarants, shall bear an equal share of any assessment. Since the water and septic systems shall be individual as to each lot, except for the roads, it is not anticipated that there will be cause to assess the lot owners for substantial assessments. Accordingly, it is anticipated the lot owners, including the declarants, will pay their pro-rata share of any common expenses without the necessity of forming a homeowners association. However, if for any reason the declarants deem it advisable or a two-thirds (2/3) majority of property owners affirmatively vote for the formation of a homeowners association, it shall be formed as set forth herein and shall thereafter adopt bylaws to regulate its actions.

4.3 Enforcement of Assessment. If any part of an assessment is not paid and received by the declarants, the association, or its designated agent within thirty (30) days after the due date, an automatic late charge of five dollars (\$5.00) shall be assessed and an additional five dollar (\$5.00) sum shall assessed for each month or fraction thereof from the due date until the assessment and all late charge are paid. A lien shall be charged to any lot for which assessments have been billed and not paid. Such lien when delinquent may be enforced by the declarants, the association, its attorneys, or other persons authorized by this declaration or by law. After failure of the owner to pay such assessment, said lien may be enforced in accordance with the provisions of Washington law applicable to the exercise of powers of sale for deeds of trust, judicially or nonjudicially, or by judicial foreclosure as a mortgage or by judicial foreclosure as a materialman's lien, or any other matter of lien foreclosure permitted by law. All costs of enforcement, including reasonable attorney's fees, shall be added to the assessment lien.

V. ROADS AND EASEMENTS

5.1 Road and Utility Easements. Easements for access roads and utilities are reserved and dedicated as shown on the face of the plat. Access roads and utilities easement include any and all utilities, including without limitation, electrical, phone, gas, water and/or sewer. In addition, five (5) foot wide drainage and utility easements are reserved within and along the front and back property lines of all lots and five (5) foot wide drainage and utility easements are reserved within and along the side lines of all lots. 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 Stevens County.

5.2 Road Expense. All roadways established herein shall be maintained by the lot owners, or by the association if formed, with the cost and expense of maintenance to be

divided equally between the lot owners pro-rata on an equitable basis between the lot owners.

5.3 Maintenance. The lot owners and/or the association shall maintain the easement roads, and all roads shall be kept open at all times for the use of each of the parcels and for the use of any governmental agency providing emergency services (including, but not limited to fire, police, and medical emergency vehicles) to any property which is served by the easements. Maintenance shall include, but not be limited to, grading in the spring and fall, filling chuck holes as needed, and plowing as required by the snow fall.

VI. UTILITIES

6.1 Telephone and electrical service shall be provided to each lot in the subdivision. Hookup charges, as requested by the utility provider, shall be the responsibility of a lot owner.

6.2 Each lot owner shall be responsible for independent water and sewer systems.

VII. GENERAL PROVISIONS

7.1 The declarants, the association or an owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, assessments and charges now or hereafter imposed by the provisions of this declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any enforcement action, the prevailing party shall be entitled to all costs incurred in the enforcement of these covenants, including reasonable attorneys fees. All such costs may be enforceable against the lot owner against whom they are charged in the same manner as assessments can be collected.

7.2 Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full and effect.

7.3 Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of ten (10) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. These covenants may be amended during the first twenty (10) year period by instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of

OFF: 311
VOL: 311 PAGE 3309

the lot owners. No such amendment, waiver, termination, or modification shall be effective until an instrument in writing reflecting said action shall be executed and recorded in the office of the Auditor for the County of Stevens, State of Washington.

7.4 Conveyance. Each owner accepting a deed, lease or other instrument conveying any interest in any lot, whether or not the same incorporates or refers to these restrictions and covenants, for himself, his heirs, successors and assigns agrees to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of an interest in any real property subject hereto.

DATED THIS 28th day of May, 2004

HIGH WATER ISLAND, LLC

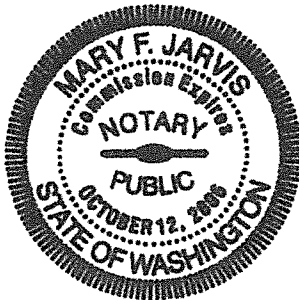


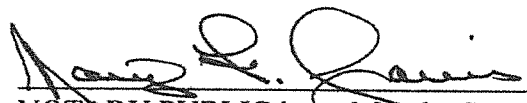
GLENN PHILLIPS, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF STEVENS)

On this 28th day of May, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Glenn Phillips to me known to be the Manager, of the Limited Liability Company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Limited Liability Company, 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.




NOTARY PUBLIC in and for the State
of Washington residing in Northport
My commission expires Oct 12, 2006

OFF. 311 VOL. 3310

EXHIBIT A
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION of
HIGH WATER ISLAND

Those Stevens County short platted lots identified as follows:

S.P. LOT 54-97-1	Parcel No.:	2375600
S.P. LOT 54-97-2	Parcel No.:	2375600
S.P. LOT 54-97-3	Parcel No.:	2375663
S.P. LOT 54-97-4	Parcel No.:	2375664

S.P. LOT 55-97-1	Parcel No.:	2374651
S.P. LOT 55-97-2	Parcel No.:	2374652
S.P. LOT 55-97-3	Parcel No.:	2374653
S.P. LOT 55-97-4	Parcel No.:	2374654

S.P. LOT 56-97-1	Parcel No.:	2374655
S.P. LOT 56-97-2	Parcel No.:	2374656
S.P. LOT 56-97-3	Parcel No.:	2374657
S.P. LOT 56-97-4	Parcel No.:	2374658

Situated in the SW1/4 of Section 10 and in Government Lot 1 of Section 15, all in Township 39 North, Range 39 East, W.M. Stevens County, Washington, which lots are more particularly described in Record of Survey recorded under Auditor's File Number 20010008421, Book 21 of Surveys, at pages 131, 132 & 133.

October 25, 2020

TO: HIGH WATER ISLAND LOT OWNERS
FROM: DAVID & CANDACE FEINBERG
RE: RESULTS FROM THE VOTING OF CCR'S

PLEASE NOTE: Each lot owner received every individual transparent vote. If you have questions please refer to your emails.

II. USE RESTRICTIONS :

2.2 Restriction Against Manufacturing or Commercial Enterprise:

No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lawn, or within any building located on a residential lot. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office.

Question 1:

Shall a business/commercial activity be considered for approval after submitting a request with specific information regarding the operation to the Lot Owners for a 75% approval? Yes 11 No 1 (PROPOSAL PASSED)

2.3 Land Use and Building Type:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling and a private garage, to be situated immediately adjacent to the residence. Any dwelling structure erected shall be constructed on site as a frame or log building, and shall be completed as to exterior structure and appearance, including exterior finish painting, within twelve (12) months of the date of commencement of construction. All dwellings shall be single family residential dwellings only and shall have a minimum of two thousand (2,000) square feet of finished living area on the main floor, if one floor, and two thousand six hundred (2,600) square feet of living area total if more than a one floor, with a minimum of three (3) car garage attached. No structure can exceed two floors above the ground. All landscaping must be completed within twenty-four (24) months of commencement of construction.

Question 1:

Do you want dwelling size requirements? Yes 9 No 3 (PROPOSAL PASSED)

Question 2:

Reduce dwelling size minimum to? 1500 sq.ft or 1800 sq ft.
1500 sq.ft: 7 1800 sq.ft: 2 (PROPOSAL PASSED AT 1500 minimum)

Question 3:

Allow detached garage and reduce garage size to minimum? 1 Car or 2 Car

Note: For allowing detached garages: Yes 12 No 0

No majority dictated size so:

One Car Garage, either detached or attached is approved and passed.

(PROPOSAL PASSED)

Question 4:

Allow Sheds, Outbuildings, Carports? Yes 12 No 0 (PROPOSAL PASSED)

Question 5:

Extend allotted time for construction while demonstrating consistent progress toward build? Yes 12 No 0 (PROPOSAL PASSED)

Question 6:

Landscape to be optional? Yes 12 No 0 (PROPOSAL PASSED)

2.7 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the course of construction and sales.

Question 1:

Allow signs for address and NO TRESPASSING? Yes 12 No 0
(PROPOSAL PASSED)

2.8 Animals. Livestock or poultry of any kind may not be raised, bred, or kept on any lot. Cats, birds, dogs or other household pets may be kept in any lawful manner if they are not kept, bred, or maintained for any commercial purposes. Any animals not restricted shall be properly sheltered and cared for. Dogs shall be leashed or penned and not allowed to run loose except under close supervision.

Question 1:

Shall raising poultry be considered for approval after submitting a request with specific information regarding the operation to the Lot Owners for a 75% approval?

Yes 12 No 0

(PROPOSAL PASSED)

2.9 Nuisance. No noxious or other offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Question 1:

Should recreational hunting and/or shooting be allowed on island properties?

Yes 4 No 8

2.10 Recreational Vehicles. Recreational Vehicles, including boats, motorcycles and snowmobiles and the like are not to be used in the project and such vehicles must be stored in an attached enclosed garage. All Terrain Vehicles (ATV's) and snowmobiles shall be allowed to travel on the driveways and main roads of the subdivision solely for ingress and egress into and out of the subdivision.

Question 1:

Allow RV's, motorcycles, snowmobiles, and the like to be stored in a shed, outbuilding, or carport? Yes 12 No 0 (PROPOSAL PASSED)

Question 2:

Allow watercraft to be stored uncovered on property? Yes 11 No 1
(PROPOSAL PASSED)

7.3 Amendment:

Question 1:

Do you vote to accept Ken Downey's proposal to rewrite the entire CCR's as put forth in his document; SECOND AMMENDMENT TO DECLARATION OF COVENANTS, CONDISITONS AND RESTRICTIONS of HIGH WATER ISLAND?

Yes 2 No 10

Concerning the Original 2004 CCR's typo:

These covenants may be amended during the first twenty (10) year period ..."
Personal communication clarified with Rosemarie Phillips that this should read ten (10) year period.

Here is Rosemarie's stated response:

"I think the best evidence that the word 'TWENTY' is a typo is that the paragraph refers to the "first 'TWENTY' (10) year period". The document clearly has a first 10 year period, and nowhere is there a first 20 year period. If the word TWENTY is replaced with TEN, then the paragraph makes sense and has no inconsistencies."

Question 2:

Do you accept Rosemarie Phillips typo correction as stated in her above response?

Yes 11 No 1

(PROPOSAL PASSED)

IV. MAINTENANCE AND ASSESSMENTS:

5.2 Road Expense. All roadways established herein shall be maintained by the lot owners, or by the association if formed, with the cost and expense of maintenance to be divided equally between the lot owners pro-rata on any equitable basis between the lot owners.

5.3 Maintenance. The lot owners and/or the association shall maintain the easement roads, and all roads shall be kept open at all times for the use of each of the parcels and for the use of any government agency providing emergency services (including, but not limited to fire, police, and medical emergency vehicles) to any property which is served by the easements. Maintenance shall include, but not limited to, grading in the spring and fall, filling chuck holes as needed, and plowing as required by the snow fall.

Question 1:

Shall a yearly assessment for maintenance in an interest bearing account, requiring two (2) different lot owners to sign off on expenditures, be established on January 1 of each year? _____ Yes 9 _____ No 3 (PROPOSAL PASSED)

Question 2:

Shall the annual assessment be in the amount of?

_____ \$100 0 _____ or _____ \$200 9 (PROPOSAL PASSED)

HOME

MAIL

NEWS

FINANCE

SPORTS

ENTERTAINMENT

LIFE

MORE

Down

Find messages, documents, photos or people

Compose

← Back



Voting results Hig...

Page 1 of 4



Inbox

454

Unread

Starred

Drafts

19

Sent

Archive

Spam

Trash

^ Less

Views

Hide

Photos

Documents

Subscriptions

Groceries

Deals

Receipts

Travel

Folders

Hide

+ New Folder

accomplishm...

Acct 250 Inte...

Alaska Airlines

37

v Ames Lake S...

Closing Discl...

End Point Login

1

Appliances 2...

BCC

BCC Contacts

BCCmyACCTi...

Bed Bath Bey

Blackboard V...

Blind Guy

Boomers club

BUS 101

2

Business Math

v Cheney Move

Amazing Stora...

4

Uhaul 06.29 ...

comcast

connect-jobs ...

Costco Matr...

CV Partners

dell

Fwd: HIGH WATER ISLAND CHANGES TO BE IMPLEMENTED

Yahoo/Inbox



Tami Monica <monicatile@aol.com>



Wed, Feb 24 at 9:56 AM

To: rareair999@gmail.com,
frannerida@live.com,
kathyp105@gmail.com,
catherine.mueller@avistacorp.com,
tinkertoy1713@yahoo.com
and 6 more...

Hi All –

The response to be sent to the Montgomery Law Firm is attached. Note that the High Water Island property owners are not clients of Montgomery Law Firm.

Also attached is the list of CCR changes and voting results, approved by the minimum 75% of the lot owners of High Water Island.

MAINTENANCE AND ASSESSMENTS:

After more research regarding a bank account, we will not implement an annual \$200 HOA fee. Note that the attached Voting Results document reflects this approved change as deleted (in red).

Rather than a bank account we are proposing a process that will allow us to better plan, approve and pre-fund projects and maintenance.

1. Maintenance work or proposed project is identified.
 - a. Note these are not projects for individual lots. Individual lot projects/maintenance will be fully funded by the applicable lot owner.
2. Lot owners approve High Water Island projects/maintenance.
3. Identify which lot owner will handle the bid process.
4. Bid(s) are received for the required work and forwarded to all lot owners.
5. Lot owners approve a bid for the project.
6. Lot owners pre-fund the project before work begins.

Please indicate your vote for this proposed process below.

	Yes	No
Pre-fund process for projects and maintenance?		

Thank you,
Tami

Download all attachments as a zip file



Montgomer... .pdf
34.5kB



Voting res... .docx
20.4kB



Fran Nerida-Hooks <frannerida@live.com>



Wed, Feb 24 at 4:12 PM

To: Tami Monica, rareair999@gmail.com,
kathyp105@gmail.com,
catherine.mueller@avistacorp.com,
tinkertoy1713@yahoo.com and 5 more...

October 25, 2020

TO: HIGH WATER ISLAND LOT OWNERS
FROM: DAVID & CANDACE FEINBERG
RE: RESULTS FROM THE VOTING OF CCR'S

PLEASE NOTE: Each lot owner received every individual transparent vote. If have questions please refer to your emails.

II. USE RESTRICTIONS:

2.2. Restriction Against Manufacturing or Commercial Enterprise:
No trade, craft, business, profession, commercial or manufacturing enterprise business or commercial activity of any kind shall be conducted or carried on residential lawn, or within any building located on a residential lot. Nothing done on any residential lot which may be or become a public or private nuisance restriction shall not be construed, however, as preventing the maintenance office.

Question 1:

Shall a business/commercial activity be considered for approval after submit request with specific information regarding the operation to the Lot Owners approval? Yes 11 No 1 (PROPOSAL PASSED)

change in ccr's
to be filed,

updated not
recorded.