

Amended Protective Covenants Governing "GOLAN  
HEIGHTS" Subdivision

These covenants are entered into by the undersigned, representing all of the lot owners of building lots of "Golan Heights" subdivision. The parties intend to preserve and enhance the values and amenities of the area.

Parts of Section 13 & 24 T 36 N R 39 E and  
Section 19 T 36 N R 40 E

I. GENERAL PROVISIONS

A. These covenants shall apply to all lots in the subdivision, and shall run with the land and be binding on all persons who now, or in the future, have acquired any interest in the subdivision.

B. These protective covenants and restrictions shall be enforceable at the law and in equity by any person having an interest in the subdivision.

C. These protective covenants shall be fully incorporated into any instrument by reference to the same as "Protective Covenants Governing Golan Heights Subdivision" and Auditor's filing number \_\_\_\_\_.

II. ANIMALS

ALL livestock and pets must be contained within the boundary of the Lot. NO hogs, chickens, geese, ducks.

III. OFFENSIVE ODORS and NOISE

Any activity which creates offensive odors or offensive noise which spread to other lots is prohibited.

IV. TRASH

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 of such materials. Such materials shall be kept in containers which



95E:176-0330

shall be maintained in a clean and sanitary condition and shall be kept hidden from county road and adjacent lot owner's view.

**V. ENFORCEMENT OF COVENANTS**

A. By acquiring an interest in any lot, such person agrees to bind himself, his heirs and assigns to the protective covenants and to perform obligations.

B. Any violation of these covenants shall be considered a nuisance. Any lot owner shall have the right, upon fifteen (15) days of written notice, to take legal action against the offending parcel's owner, lease, or other person in control or possession.

C. 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.

**VI. BUILDING AND LANDSCAPE RESTRICTIONS**

A. Double wide mobile homes, minimum 1000 square feet, are allowed provided they are not older than three (3) years from the date of manufacture when placed on property. Houses on these lots shall contain a minimum of 1000 square feet exclusive of second floors, open decks, garages, covered carport, sheds and other outbuildings.

"Single-wide" mobile homes will not be allowed for permanent residence.

B. Buildings on residential lots shall be well proportioned structures. Exterior Finnish 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.

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

D. The use of tents, campers or trailers shall be permitted on residential lots for weekend and vacation use and during the "Two Year" construction period.

E. Easements for drainage, utilities 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.

F. 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 stands 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. Double wide mobile homes must be fully skirted and skirt painted within six (6) months from when the mobile is set on the lot.

I. NO single-wide mobile home will be allowed to remain on any lot longer than the two year (2) construction period. Home construction must start within 6 months of the time a mobile home is placed on a lot and progress so as to insure completion within the 2 year period.

#### VII. 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.

#### VIII. DURATION OF PROTECTIVE COVENANTS

The protective covenants shall be binding upon all persons owning or leasing land in the subdivision until September 1, 1995, 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. Each of the thirty-two (32) lots shall have one (1) vote.

## IX. SEVERABILITY

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

## X. NON-CONTAMINATION COVENANT


The parties hereto, for themselves, heirs and assigns, hereby covenant with themselves, their heirs, and assigns, that they will not construct, maintain, or suffer to be constructed within one hundred feet (100') of the well on any lot so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description; barns or rabbit hutches, or other enclosures or structures for the keeping or maintaining of animals or the storage of liquid or dry chemicals, herbicides or insecticides.

Purchasers of Golan Heights property and immediate family shall have access by foot or automobile across DNR right-of-way on Lot #12 for the purposes of hiking and hunting on adjacent DNR ground.

GATE SHALL BE KEPT LOCKED AT ALL TIMES. EACH PURCHASER SHALL HAVE A KEY.

The undersigned Trustee for Matney Lumber CO. Profit Sharing Trust has filed these covenants for the Golan Heights Subdivision.

In witness whereof he has set his hand this 12th day of November, 1993.

  
 Frank L. Matney, Trustee for  
 Matney Lumber CO. Inc. Profit  
 Sharing Trust Fund.

filed at the request of:  
 Matney Lumber CO. Profit Sharing Trust 729 Henry Road  
 Colville, WA. 99114

Tim Gray  
 Stevens County Auditor

\_\_\_\_\_  
 deputy

RECORDED AT REQUEST  
 OF \_\_\_\_\_  
 RECEIVED

Dec 22 9 40 AM '93

TIM GRAY  
 AUDITOR  
 STEVENS COUNTY  
 DEPUTY E. COWLEY

CS \$2.00 \$8.00