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Real Estate Excise Tax	
AFF#	<u>Easement</u>
Date Pd	<u>5-3-7</u>
Original	<u>0</u>
Ant Pd	<u>0</u>
Int	<u>0</u>
Stevens County Treasurer Deputy	
By	<u>K. Walsh</u>
Date	<u>5-3-7</u>

Auditor File #: 2007 0005831

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

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STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

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**PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS,
AND AGREEMENTS GOVERNING
SHORT PLAT LOTS SP 3-2006**

These Covenants, Restrictions, Easements and Agreements are entered into by the undersigned Short Plat lot owners. To preserve and enhance the values and amenities of the area, and to provide for easements and to provide for a shared water system, the undersigned dedicators hereby declare and establish the following Covenants, Restrictions, Easements and Agreements as to the following described property:

Parcel "A"

Assessors Tax Parcel No. 160401

That part of Block 81, State Addition to Colville No. 2, according to plat recorded in Volume B of Plats, page 46, in the SE¼ of the SE¼ of Section 16, Township 35 North, Range 39 East, W.M., Stevens County, Washington, described as follows:

Beginning at the Northwest corner of said Block 81; thence along the West line thereof, South 0°28'55" East 203.41 feet; thence leaving said West line, North 89°29'53" East 60.00 feet; thence South 81°35'46" East 16.48 feet; thence South 53°39'07" East 17.45 feet; thence South 73°42'00" East 31.08 feet; thence North 0°30'07" West 22.00 feet; thence North 89°29'53" East 95.22 feet; thence North 0°28'55" West 203.41 feet to the North line of said Block 81; thence along said North line, South 89°29'53" West 215.22 feet to the Point of Beginning.

Parcel "B"

Assessors Tax Parcel No. 160425

That part of Block 81, State Addition to Colville No. 2, according to plat recorded in Volume B of Plats, page 46, in the SE¼ of the SE¼ of Section 16, Township 35 North, Range 39 East, W.M., Stevens County, Washington, described as follows:

Commencing at the Northwest corner of said Block 81; thence along the North line thereof, North 89°29'53" East 215.22 feet to the Point of Beginning for this description; thence, leaving said North line, South 0°28'55" East 203.41 feet; thence North 89°29'53" East 100.13 feet; thence South 66°59'48" East 71.06 feet; thence North 20°30'53" East 248.26 feet to the North

line of said Block 81; thence along said North line, South 89°29'53" West 254.26 feet to the Point of Beginning.

Parcel "C"

Assessors Tax Parcel No. 160450

That part of Block 81, State Addition to Colville No. 2, according to plat recorded in Volume B of Plats, page 46, in the SE¼ of the SE¼ of Section 16, Township 35 North, Range 39 East, W.M., Stevens County, Washington, described as follows:

Commencing at the Northwest corner of said Block 81; thence along the West line thereof, South 0°28'55" East 203.41 feet to the Point of Beginning for this description; thence leaving said West line, North 89°29'53" East 60.00 feet; thence South 81°35'46" East 16.48 feet; thence South 53°39'07" East 17.45 feet; thence South 73°42'00" East 31.08 feet; thence North 0°30'07" West 22.00 feet; thence North 89°29'53" East 195.35 feet; thence South 66°59'48" East 71.06 feet; thence South 20°30'53" West 130.03 feet to the South line of said Block 81; thence along said South line, South 89°29'58" West 333.93 feet to the Southwest corner of said Block 81; thence along the West line thereof, North 0°28'55" West 149.72 feet to the Point of Beginning.

Parcel "D"

Assessors Tax Parcel No. 160475

That part of Block 81, State Addition to Colville No. 2, according to plat recorded in Volume B of Plats, page 46, in the SE¼ of the SE¼ of Section 16, Township 35 North, Range 39 East, W.M., Stevens County, Washington, described as follows:

Commencing at the Northwest corner of said Block 81; thence along the North line thereof, North 89°29'53" East 469.48 feet to the Point of Beginning for this description; thence leaving said North line, South 20°30'53" West 378.29 feet to the South line of said Block 81; thence along said South line, North 89°29'58" East 192.32 feet to the Southeast corner of said Block 81; thence along the East line thereof, North 0°02'32" East 353.15 feet to the Northeast corner of said Block 81; thence along the North line thereof, South 89°29'53" West 60.00 feet to the Point of Beginning.

Said Parcels are diagramed and described, together with easements and reservations, in the Short Plat Map recorded under AFN 2007 0004867.

1. GENERAL PROVISIONS

A. These Covenants, Restrictions, Easements and Agreements shall apply to all four 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, Restrictions, Easements and Agreements shall be enforceable at the law and in equity by any person having an interest in the subdivision.

C. There shall be no further dividing of any of these lots.

2. BUILDING AND LANDSCAPE RESTRICTIONS

A. Only one single family residence and outbuildings ancillary thereto (i.e. garages, woodsheds, etc.,) may be constructed or permitted to remain on each lot. All residential construction must comply with Stevens County Building Codes in effect at the time of construction. All applicable permits, including but not limited to, building and electrical permits, must be obtained prior to and complied with during construction. All single family residences, whether standard construction or double wide mobile homes shall contain a minimum of 1200 square feet exclusive of second floors, open decks, garages, covered carports, sheds and other outbuildings.

B. Double wide mobile homes of a minimum size of 1200 square feet are allowed, provided they are not older than five (5) years from the date of manufacture when placed on the property. Stick frame houses on these lots shall contain a minimum of 1200 square feet exclusive of second floors, open decks, garages, covered carport, sheds and other outbuildings.

C. Double-wide mobile homes must be pit-set with either concrete block or pressure treated skirting, which placement must be completed within six weeks from when the home has been placed upon the property. Detached snow roofs shall not be allowed. All double wide mobile home placements shall include a residential exterior package, including a front door roof dormer.

D. Buildings on residential lots shall be well proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake shingle, composition shingle, tile or painted metal. No unpainted metal roofing is permitted on any building.

E. No single-wide mobile homes shall be allowed on any lot.

F. All structures, including out building, must be completed as to exterior appearance (including painting or other protective covering) within Twenty Four (24) months from beginning of construction.

G. The use of tents, campers or trailers shall be permitted on residential lots for weekend and vacation use not to exceed three months in any calendar year and during the two year construction period.

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

I. No buildings shall be located on any lot nearer than twenty five (25) feet from any property lines or road easement, except along the North line of Lots B and C and along the East line of Lots A and B where there shall be a setback of five (5) feet.

J. The exterior color of any building located on any lot shall be an acceptable, moderate earth tone color.

3. ANIMALS

Small animals may be kept or permitted on the property as household pets only. Pets must be maintained on lot owners property and not allowed to be a nuisance to other property owners. No more than two dogs and two cats shall be allowed on each lot. No breeding or raising of animals for commercial purposes shall be allowed.

4. OFFENSIVE ODORS AND NOISES

Any activity which creates offensive odors which spread to other lots is prohibited. Any activity which causes offensive noises is strictly prohibited.

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

6. 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. Each lot owner shall have an affirmative duty to prevent the growth of noxious weeds upon their property, and to keep said noxious weeds from spreading across property lines. 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.

7. ROADS AND EASEMENTS

A. ROAD AND UTILITY EASEMENTS: Easements for access roads and utilities and 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.

B. ROAD MAINTENANCE: All shared roadways established herein shall be maintained by the lot owners which utilize the same for access, with the cost and expense of maintenance to be divided between the lot owners utilizing the roadways on a pro-rata basis. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and any public rights-of-way must comply with regulations and standards of Stevens County. Shared 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.

8. ENFORCEMENT

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A. By acquiring an interest in any lot, such person agrees to bind himself, his heirs and assigns to these protective Covenants, Restrictions, Easements and Agreements and to perform obligations required thereunder.

B. All parties shall have all remedies of law or in equity, including not limited to, that, any violation of these Covenants, Restrictions, Easements and Agreements 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 parcels's owner, lessee, or other person in control or possession.

C. Person or persons enforcing these Covenants, Restrictions, Easements and Agreements shall be entitled to recover reasonable costs of enforcement 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 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.

9. DURATION

A. The protective covenants shall be binding upon all persons owning or leasing land in the subdivision for a term of the years from their recording, 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.

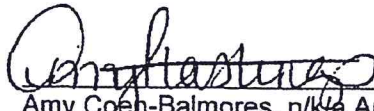
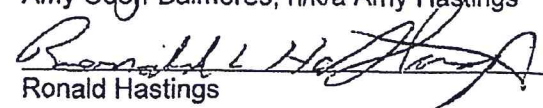
B. These covenants may be amended by a vote of 75 percent of the lot owners of the subdivision, with each lot having one vote.

C. All easements and all provisions relating to the water system shall be perpetual in nature and shall run with the land and be binding on the parties hereto, their successors heirs or assigns and, unlike the protective covenants, do not need to be extended or renewed as they are perpetual.

10. SEVERABILITY

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

DATED this 25 day of May, 2007


Amy Coeh-Balmores, n/k/a Amy Hastings

Ronald Hastings

STATE OF WASHINGTON }

County of Stevens }

} ss

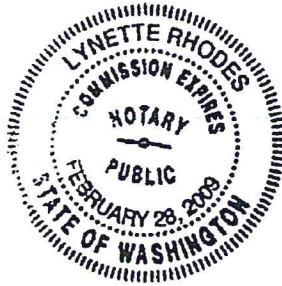
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I certify that I know or have satisfactory evidence that AMY COEN BALMORES, n/k/a Amy Hastings, and Ronald Hastings, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 15th day of May, 2007



Lynette Rhodes
NOTARY PUBLIC in and for the State of
Washington, residing at Colville, WA

My appointment expires: 2/28/2009

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