

551763

PROTECTIVE COVENANTS GOVERNING MISSION RIDGE SUBDIVISION

These covenants are entered into by the undersigned, representing one of the owners of building lots of MISSION RIDGE SUBDIVISION. The parties intend to preserve and enhance the values and amenities of the area and the Colville Valley Water Company will govern and maintain water system and roads. The Mission Lake and Mission Ridge Community Association will govern and control the park and any future common facility or structure.

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, including Colville Valley Water Company and Mission Lake and Mission Ridge Community Association.

C. These protective covenants shall be fully incorporated into any instrument by reference to the same as "Protective Covenants Governing Subdivision" and Auditor's filing number 551748.

II. RULES GOVERNING WATER SYSTEM AND ROADS

A. The water system and roads herein transferred to the Colville Valley Water Company shall be regulated, operated, and maintained by said company as set forth herein. The system shall be financed by means of a monthly assessment against individual lots being serviced thereby. The assessment will be for an initial one time ONE HUNDRED DOLLAR (\$100.00) hook-up fee and TWENTY FIVE DOLLARS (\$25.00) per month thereafter for the period ending December 31, 1985. Monthly water and road fees can be increased thereafter no more than five percent (5%) each year for three (3) years. At the end of three (3) years from December 31, 1985, and each three (3) years thereafter, the water and road assessment will be evaluated by Colville Valley Water Company and the assessment shall be increased or decreased to reflect the actual costs of operating and maintaining the water system and roads.

B. The Colville Valley Water Company will maintain the water system to and including the one inch curb stop. Individual lot owners will be responsible for water lines from the curb stop to the residence.

C. The water system is approved by the State of Washington for a maximum of 1,500 gallons per day per lot, and each lot is limited to useage of 1,500 allons per day.

D. Monthly water and road assessments are due by the 10th of each month, provided the water hook-up has been made. Payment may also be made annually by January 10th of each year. If a water and road bill is delinquent for thirty (30) days, written notice of said delinquency shall be given to the delinquent user. If the user does not pay the delinquency, together with a TWENTY DOLLAR (\$20.00) late charge within ten (10) days subsequent to said notice, then the water service will be shut off.

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III. ANIMALS

All livestock and pets must be contained within the boundary of the lot. Animals shall be fenced away from the lake.

IV. OFFENSIVE ODORS

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

V. 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 county road and adjacent lot owner's view.

VI. 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, to perform obligations, and to pay water and road assessments levied.

B. Any violation of these covenants shall be considered a nuisance. Any lot owner, the Mission Lake and Mission Ridge Community Association, or the Colville Valley Water Company shall have the right, upon fifteen days written notice, to take legal action against the offending parcel's owner, leasee, 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.

VII. PARTITIONING

No residential lot shall be partitioned or otherwise subdivided.

VIII. BUILDING AND LANDSCAPING RESTRICTIONS

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

B. Mobile Homes are allowed provided they are not older than 5 years from the date of manufacture when placed on the property.

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XII. PARK

Each lot owner shall receive a one fortieth (1/40) interest in the Mission Lake Park.

XIII. NON-CONTAMINATION COVENANT FOR LOT 17 and LOT 20

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, 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, chicken houses, rabbit hutches, pig pens, or other enclosures or structures for the keeping or maintaining of fowls or animals, or the storage of liquid or dry chemicals, herbicides, or insecticides. This non-contamination restriction applies to lot 17 and lot 20.

XIV. FENCES, GATES, AND CATTLE GUARDS

No fences, gates, or cattle guards will be permitted across the subdivision plat roads.

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EXHIBIT

C. 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, or painted metal. No unpainted metal roofing is permitted on any building including mobile homes within the subdivision.

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

E. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend and vacation use and during the two year construction period.

F. 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.

G. 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 standards of Stevens County.

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

I. Mobile Homes must be fully skirted and skirt painted within 4 weeks from when the mobile home is set on the lot.

IX. 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.

X. DURATION OF PROTECTIVE COVENANTS

The protective covenants shall be binding upon all persons owning or leasing land in the subdivision until Sept. 1, 1990 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.

XI. SEVERABILITY

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

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We, the undersigned, are representing Matney Land and Logging and High Valley Tree Farms.

FOR FILE

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, 19____.

RECEIVED

1985 DEC 24 PH 2: 35

STEVENS COUNTY AUDITOR

AT REQUEST OF
MATNEY LAND AND LOGGING
E. 240 DOMINION
COLVILLE, WA 99114
WILLIAM E. PROVOST
STEVENS COUNTY AUDITOR
Kelly J. Davis
DEPUTY
MAIL TO FILER
\$9.00

Frank L. Matney
Frank L. Matney

Mike L. Matney
Mike L. Matney

Ron J. Matney
Ron J. Matney

STATE OF WASHINGTON)
) ss
County of Stevens)

On this day personally appeared before me Mike L. Matney, Ron J. Matney, and Frank L. Matney to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and seal this 24th day of DECEMBER, 1985.

Kelly J. Davis
Notary Public in and the state of
Washington residing in Stevens county

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