

Indexed Recorded Compared Page
State of Washington, County of Stevens, ss
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BEA W. HESSELTINE
County Auditor

Deputy

at request of McNally & Stewart, Colville, Wash.

432671

\$6.00

McNally & Stewart, Colville, Wash.

DECLARATION CREATING RESTRICTIVE COVENANTS

AND

DEDICATION OF CERTAIN PUBLIC USES

We, the undersigned, owners of real property adjacent to the Town of Kettle Falls in Stevens County, State of Washington, which property is described as follows:

Blocks E through K, and that portion of Blocks 27 through 30 lying North of Burlington Northern Railroad Right of Way, Central Second Addition to the Town of Kettle Falls, Washington, according to the Plat thereof recorded in Volume B of Plats, Page 3, records of Stevens County, Washington, said tract lying within Section 25, Township 36 North, Range 37, E.W.M., and which tract has been resurveyed as is evidenced by the record of surveys on file in the office of Stevens County Auditor under file Number 431825 recorded September 27, 1974, Book 1 of Surveys, Page 36,

for the purpose of maintaining fine and adequate property values in the resurveyed property, and continuing the same as desirable residential tracts, in consideration of their interest as owners and subdividers thereof, do hereby establish, declare and dedicate the following restrictive covenants and dedications as covenants running with the individual lots and the entire tract above described.

The following covenants constitute a mutual covenant running with the land and all successive future owners of lots therein shall have the right to invoke and enforce these provisions as the original signers hercof. If the owners of such lots, or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set forth, it shall be lawful for any other persons owning or purchasing real estate in such subdivision, to prosecute any proceedings at law or in equity, against the person or persons violating any such covenants, and either to prevent him from so doing, or to recover damages for such violation, or both.

In validation of any of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect. In any action, those parties who successfully obtain court enforcement of any of these covenants shall likewise be entitled to have taxed as costs in such action, in addition to the statutory costs, a reasonable sum as Attorneys' fees. All such sums shall be declared by the Court to constitute a lien against the real estate of the parties within the subdivision against

1 whom enforcement is effectuated, and the lien may be enforced in such
2 manner as the Court may order.

3 The following are the restrictive covenants which are the subject matter
4 of this declaration:

5 1. There are hereby reserved for the purpose of installing and maintain-
6 ing municipal and public utilities facilities and for such other purposes
7 incidental to the development of the property, such easements as are
8 necessary on those streets and road presently existing or shown on the
9 Resurvey thereof, which streets are hereby dedicated in perpetuum to the
10 public use. The undersigned further reserve the right unto themselves,
11 their heirs and assigns, an easement over those parts of Block J and K
12 over which a water line presently extends.

13 2. All lots within the subdivision shall contain septic tanks and drain
14 fields prior to the construction or placement of a living unit or dwelling on
15 any lot, or portion thereof, but in any event, all such facilities shall conform
16 to the requirements of the Washington State Department of Health and the
17 Stevens County Health Department.

18 3. None of the lots shall be further subdivided at any time. PROVIDED,
19 HOWEVER, that a single lot together with a contiguous portion or portions
20 of one or more lots in the same block may be used for one building site,
21 and no building or structure or any part thereof shall be erected or maintain-
22 ed nearer the side boundary lines of such integral unit than 20 feet. All
23 outbuildings, excluding garages, shall be built or set on the rear portion of
24 each lot.

25 4. No horses, cows, hogs, goats, or similar animals ordinarily defined
26 as livestock shall be kept or maintained on any of the properties, or any
27 portion thereof, for any commercial or semi-commercial type of use,
28 PROVIDED, HOWEVER, that this limitation shall not apply to the reasonable
29 keeping of household pets, poultry, rabbits, sheep, pigs and goats, for the
30 use of the occupants of the individual premises, and to any combination of
31

1 cattle and horses up to the maximum of three per household, plus the issue
2 up to one year of age.

3 In any event, it shall be considered a violation of these covenants for any
4 owner or owners to permit the accumulation of animal refuse, garbage,
5 abandoned vehicles, junk or other such matter on any of these premises sub-
6 ject to these covenants, nor shall the premises or any part thereof be used
7 as storage areas by occupants or others for other than material for immediate
8 household operations.

9 5. Pursuant to the dedication of public use of streets in the subdivision,
10 the developer, at his cost, shall cause city water lines to be made available
11 to each lot within a reasonable time after the acceptance of the subdivision
12 by the authorities of Stevens County. By accepting a deed or a contract to
13 purchase, or other instrument of right of occupancy or ownership, each
14 individual occupant agrees to pay a hook-up charge for the right to hook-up
15 to such water line, PROVIDED, at the time of such hook-up, the lot owner
16 shall do so at his own expense and shall not backfill the hook-up until
17 inspection has been made by the appropriate authorities.

18 6. No structure shall be erected or placed on any of the lots, or parts
19 thereof, in the subdivision except a single family with necessary outbuildings.
20 Any construction or placement thereof shall be completed within a period of
21 eighteen months from the institution of such action. PROVIDED, HOWEVER,
22 that the owner of such lot on which such building is taking place shall have the
23 right to place a temporary dwelling and occupy the same while completing the
24 construction of the permanent dwelling. Such temporary dwelling shall be
25 removed forthwith upon completion of the permanent dwelling. The permanent
26 dwelling shall be in every sense attractive, both as to style and form, and
27 shall further conform to all local or state codes relating thereto.

28 Mobile homes of a substantial and attractive configuration shall be per-
29 mitted as permanent dwellings, PROVIDED, the same pass all safety and
30 other qualifications and code requirements. PROVIDED, HOWEVER, that
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1 a mobile home or structure of less than 350 square feet in floor space shall
2 be considered a temporary dwelling only.

3 7. The cost of maintaining the roads or streets dedicated to public use
4 within the subdivision shall be the joint obligation of the owners of the
5 individual lots, which obligation shall extend to the maintenance of water
6 lines under six inches in diameter. The lot owners, in furtherance of the
7 foregoing intent, are hereby permitted to form a non-profit corporation or
8 other organization of lot owners.

9 8. It is the intent of the undersigned that the roads and streets, although
10 dedicated to public use, are intended for access to the individual lots in the
11 subdivision and in the event a majority of the owners, either collectively or
12 through means of an organization so formed, desire the same to be brought
13 within the Stevens County road system, the undersigned specifically provide
14 such permission herein, without any obligation or cost to be charged against
15 the undersigned, their heirs or assigns.

16 9. No nuisance nor offensive, noisy or illegal trade or transaction shall
17 be suffered or permitted on the above property, and no part of the premises
18 shall be used or occupied injuriously to effect the use, occupancy, quiet
19 enjoyment or value of adjoining or adjacent premises.

20 10. These declarations and dedications shall be considered perpetual in
21 scope EXCEPT that upon sale or disposition of all the lots in the subdivision
22 by the undersigned, these covenants may be amended, modified or dissolved
23 by all of the individual lot owners, or a corporation or organization composed
24 of such parties, PROVIDED, that in no way shall the rights of the undersigned
25 be effected, financial or otherwise.

26 11. These covenants shall be in full force and effect from and after the
27 acceptance of the Resurvey by the authorities of Stevens County, Washington,
28 and shall be recorded concurrently therewith and thereby become effectual.

29 IN WITNESS WHEREOF, the owners set their hands and seal this 2/28
30
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432671

1 day of October, 1974.

2
3 Lyle Woodward
Lyle Woodward

4 Betty I Woodward
Betty I Woodward

5 STATE OF WASHINGTON)
6) ss
7 COUNTY OF STEVENS)

8 On this day personally appeared before me LYLE WOODWORTH and
9 BETTY I. WOODWORTH, husband and wife, to me known to be the individuals
10 described in and who executed the within and foregoing instrument, and
11 acknowledged that they signed the same as their free and voluntary act and
12 deed, for the uses and purposes therein mentioned.

13 GIVEN under my hand and official seal this 21st day of October, 1974.

14
15 Judy Amesick
16 Notary Public in and for the State of Washington
17 Residing at Colville, Washington

18 The dedications to public use set forth herein are hereby accepted on
19 behalf of the public this 28th day of October, 1974.

20
21 BOARD OF COUNTY COMMISSIONERS OF
22 STEVENS COUNTY, WASHINGTON

23 By Ray B. Johnson
Chairman

24 C. L. Lemons
Commissioner

25 Lee R. Stearns
26 Commissioner

27 ATTEST:

28 Bea W. Hesseltine
Bea W. Hesseltine, County Auditor
29 and Ex-officio Clerk of the Board

30 By _____
Deputy