

Auditor File #: 2021 0003734

Recorded at the request of:

R & C PROPERTIES INC

RETURN ADDRESS:

**R & C PROPERTIES INC
44039 SILVER BEACH RD
LOON LAKE, WA 99148-9615**

Total of 6 page(s) Paid: \$ 108.50
STEVENS COUNTY, WASHINGTON
LORI LARSEN, AUDITOR

ALLEN

**DOCUMENT TITLE: DECLARATION OF COVENANTS
SEE PAGE 2**

GRANTOR(S): Last, First, Middle Initial

1. COATS, WILLIAM

2.

3.

Etc. additional names on page 3 of document.

GRANTEE(S): Last, First, Middle Initial

1. LOON LAKE VIEW ESTATES

2.

3.

Etc. additional names on page of document.

**LEGAL DESCRIPTION: Abbreviated form: (lot, block, plat name, & or
section-township-range)**

1. LOON LAKE VIEW ESTATES

2.

Additional legal description is on page 2 of document.

ASSESSOR'S PARCEL NUMBER(S) 0650711 PAGE 2

**REFERENCE NUMBERS OF RELATED DOCUMENTS:
(If applicable)**

**FIRST AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS**
LOON LAKE VIEW ESTATES, PARCEL B – BLOCKS 1, 2, & 3
APRIL 2, 2021

1. **LOON LAKE VIEW ESTATES**, Parcel B – Blocks 1, 2, & 3: with William and Patricia Coats and Roy and Jean Russell as 50% owners do hereby declare and set forth the covenants hereinafter stated, to affect the following described property:
2. **LEGAL DESCRIPTION**: Lots 1 through 8 of Block 1, Lots 1 through 12 of Block 2, Lots 1 through 2 of Block 3 of Loon Lake View Estates, Parcel B, in Section 23, Township 30 N., Range 41 East Willamette Meridian, Stevens County, Washington.
3. **AREA OF APPLICATION**: All of the covenants, conditions and restrictions set forth hereinafter shall apply in their entirety to Loon Lake View Estates, Parcel B – Blocks 1, 2, & 3 Stevens County, Washington, except as otherwise provided.
4. **TERM**: The covenants, conditions and restrictions of this Declaration shall run with the property and shall be binding on all parties and all persons claiming under them.
5. **AMENDMENTS**: This Declaration may be amended during the first twenty (20) year period by an instrument signed by the owners of not less than seventy percent (70%) of the lots and thereafter by an instrument signed by the owners of not less than fifty percent (50%) of the lots.
6. **ENFORCEMENT**: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.
7. **SEVERABILITY**: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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| 06 50711 | 06 50720 | 06 50730 |
| 06 50712 | 06 50721 | 06 50731 |
| 06 50713 | 06 50722 | 06 50732 |
| 06 50714 | 06 50723 | 06 50724 |
| 06 50716 | 06 50725 | 06 50727 |
| 06 50717 | 06 50726 | 06 50715 |
| 06 50718 | 06 50728 | |
| 06 50719 | 06 50729 | |

8. ARCHITECTURAL CONTROL COMMITTEE: The architectural control committee is composed of:

William Coats
44039 Silver Beach Road
Loon Lake, WA 99148

Patricia Coats
44039 Silver Beach Road
Loon Lake, WA 99148

Roy Russell
39978 N Shore Lane
Loon Lake, WA 99148

Jean Russell
39978 N Shore Lane
Loon Lake, WA 99148

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member(s) of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the member(s) of the committee nor its designated representative shall be entitled to any compensation for service performed pursuant to these covenants, conditions and restrictions.

9. ARCHITECTURAL CONTROL: No building (including out buildings), nor fences, shall be erected on any lot until the design and location thereof have been approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation, it being the Committee's duty to give the maximum protection to such views which may be reasonable under the circumstances. The Committee's approval or disapproval, as required in these writings, shall be provided by registered mail; in the event the Committee, or its designated representative, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it and if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with. Approval by the Architectural Control Committee does not imply approval by the Stevens County Building Department or other agencies.

10. BUILDING AND LANDSCAPING CONDITIONS AND RESTRICTIONS:

- A. Only single-family dwelling units shall be permitted.
- B. No manufactured homes shall be permitted.
- C. All dwelling units shall be site built.
- D. All dwelling units shall be required to have a minimum of 1,000 square feet of living space on the main floor.
- E. Each lot shall be required to have a minimum of a two (2) car garage.
- F. Each lot shall be limited to one (1) out building, excluding garage, exterior construction material shall match the dwelling unit exterior material.
- G. All roofing and siding shall be non-reflective materials.
- H. No wood shake roofs shall be permitted.
- I. No ridge line shall exceed 30' above the abutting street level, except for Lots 4, 5, 6 of Block 1 and Lots 8, 9, 10, 11, 12 of Block 2, which may not exceed Stevens County regulations.
- J. Each lot owner shall install driveway culverts, so as not to impede drainage, as required by Stevens County Regulations.
- K. Completion date of all construction projects must be one (1) year from commencement of construction.
- L. All properties abutting Stevens County roadways shall be reasonably landscaped within two (2) years of occupancy.
- M. Each lot owner shall, at his sole cost and expense, maintain his lot to eliminate any potential fire hazard.
- N. No permanent structures, including but not limited to buildings, fences, mailboxes, newspaper boxes, light poles or posts shall be allowed from the edge of the surface of the roadway to the edge of the easement building setback, as designated on the original Loon Lake View Estates Plat.
- O. Notwithstanding the above, all structures and lots will comply with applicable zoning and construction statutes, ordinances and regulations.

11. EASEMENTS: The installation of and operation and maintenance of utilities shall be allowed with easement building setback areas, as designated on the original Loon Lake View Estates Plat. The easement area of each lot and all improvements in it, shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

12. SUBDIVISION OF LOTS: No lots in this subdivision shall be further subdivided.

13. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

14. PROPERTY USE RESTRICTIONS:

- A. No person shall conduct any business on the property, except that which are not apparent from the exterior of the building in which they are conducted, and which do not unreasonably increase the traffic on the property may be allowed.
- B. No noxious, illegal or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
- C. The owners of lots shall not permit the accumulation of refuse, garbage, abandoned or non-functional vehicles thereon, nor shall the premises be used as a storage area for any purpose other than the storage of materials used in connection with the operation of a household.

15. ANIMALS: No animals, or birds of any kind shall be raised, bred, or kept on any lot; except that no more than three (3) usual an ordinary household pets, dogs and/or cats and their normal litters for a period not exceeding six (6) months, shall be allowed.

IN WITNESS WHEREOF, the undersigned have on this _____ day of April 2021, affixed their signatures.

William Coats
William Coats, Owner Of

Patricia Coats
Patricia Coats, Owner Of

Roy Russell
Roy Russell, Owner Of

Jean Russell
Jean Russell, Owner Of

STATE OF WASHINGTON)

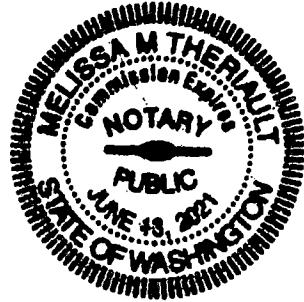
) ss.

County of Stevens)

This is to certify that on this 2nd day of April 2021, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally came William Coats, Patricia Coats, Roy Russell and Jean Russell to me known to be the individuals described in and who executed the within instrument 2322 and acknowledged to me that the signing of this instrument to be the free and voluntary act for the use and purposes mentioned in the instrument.

Melissa M. Theriault Signature of Notary Public

My Commission Expires: 06/13/2021



SECTION 1: Requirements of Property Owner Requesting Annexation

All "dwellings", as defined in the District By-Laws, Rules and Regulations, shall be connected to the District's sewerage system upon any developing of the property, described in Attachment "A", and owners of the property described in Attachment "A" shall enter into the "Request for Sewer Service Agreement". The only exception to such is any dwelling presently existing with an operating on-site sewer system approved by the Tri-County Health District at the date of approval of the annexation of the described property in Attachment "A" shall be allowed to continue to maintain such on-site system until such time as the system shall fail and/or no longer meets the Tri-County Health District requirements.

SECTION 2: Compliance with Tri-County Health District Regulations

The property owner(s) agrees that if sewer service from the District's wastewater facility is not provided or allocated to the property immediately, due to an existing, operating, on-site sewer system presently approved by the Tri-County Health District, then the owner(s) shall fully comply with any and all statutes, rules or regulations of the Department of Social and Health Services and the Tri-County Health District regarding the sanitary sewage disposal facilities.

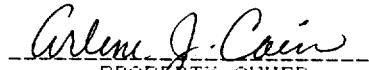
SECTION 3: Compliance with Sewer District Regulations.

The property owner(s) agrees to fully comply with all District policies, rules, regulations and bylaws.

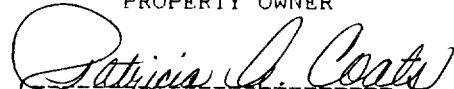
UNDERSTOOD AND AGREED TO this 28th day of
August, 1992.

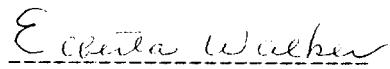

Jan Russell
PROPERTY OWNER

William G. Coats
PROPERTY OWNER


Arlene J. Cain
PROPERTY OWNER


Robert D. Clark
PROPERTY OWNER


Patricia A. Coats
PROPERTY OWNER


Eberla Walker
PROPERTY OWNER

PROPERTY OWNER


S. A. Clark
CHAIRMAN
LOON LAKE SEWER DISTRICT NO. 4

- 4 -

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LOON LAKE SEWER DISTRICT
P.O. BOX 98
LOON LAKE, WA 99148-0098

RECORDED AT REQUEST
OF
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SEP 3 4 13 PM '92

LOON LAKE SEWER DISTRICT NO. 4
ANNEXATION AGREEMENT

WILLIAM E. PROVOST
AUDITOR
STEVENS COUNTY
DEPUTY E. COWLEY

THIS AGREEMENT is entered into this 28th day of August 1992, CS \$2.00
by and between Robert Shull, Arlene J. Cain, \$8.00

William & Patricia Coats, Roy & Jean Russell and Elberta Walker

(the property owner(s)) and the Loon Lake Sewer
District No. 4, (the "District") P.O. Box 98, Loon Lake,
Washington, 99148 for and in consideration of the covenants
contained herein. The above parties covenant and agree as
follows:

RECITALS

WHEREAS, the property owner(s) desires to annex certain
property described in the Petitions for Annexation within the
boundaries of the District; and

WHEREAS, the District is under no obligation to annex
property; and

WHEREAS, as a condition precedent to annexation the
District requires the property owner to enter into this Agreement
pursuant to the "Annexation Policy," duly adopted by the District
in Resolution No. 84-20; and

WHEREAS, by this Agreement the District intends to make
its policy clear regarding allocation or provision of sewer
service to the property owner and compliance with all health
regulations.

NOW, THEREFORE, in consideration of the premises, the
parties agree as follows:

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SECTION 4: Cost of Annexation.

The property owner(s) agrees to pay the costs of annexation incurred by the District. The costs of annexation shall include the District's actual out-of-pocket costs. Such costs shall be due from the petitioners. All costs incurred by the District shall be payable whether the annexation is successful or not. The property owner(s) agrees to pay such costs within 30 days of such billing. Failure to pay sums billed within 30 days shall be past due and shall bear interest at 1% per month on the unpaid balance. Such interest sums shall be compounded monthly. If the District employs legal counsel for the purpose of enforcing the Annexation Agreement and collecting the sums due thereon, the prevailing party agrees to pay reasonable attorney's fees and all costs associated therewith, including attorney's fees on appeal.

SECTION 5: Non-Waiver of Breach.

The failure of the District to enforce any of the provisions of this agreement at any time shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part hereof, or the right for the District to enforce each and every such provision.

SECTION 6: Future Owner Obligation.

Any obligation within this agreement shall become an obligation of any future owner of the property described in Attachment "A".