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VIRGINIA M. JENSEN

County Auditor

Lucille Linticum
Deputy

at request of Richard Nourse
Colville, Wa. 99114

Fee to: filer
\$10.50

CHEWELAH GOLF AND COUNTRY ESTATES
PROTECTIVE COVENANTS AND INFORMATION

The following protective covenants and information shall run with and be appurtenant to each and every lot of the above addition:

RECITALS:

1. The Subdivision is designed to be a community with roads, utilities and electrical facilities and services to augment its natural scenic and recreational assets. The protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.

GENERAL PROVISIONS:

1. All land in the Subdivision, except common areas, shall be acquired, leased, held and transferred subject to these protective restrictions and covenants, which are intended to benefit all lots and their respective owners, purchasers, and other occupants.

2. The Architectural Control Committee Members shall be appointed by the President of the Chewelah Golf & Country Club Association subject to approval by its Board of Directors. The Architectural Control Committee shall be three (3) members, comprised of one (1) representative of each of the following categories:

- a. Two (2) members of the Chewelah Golf & Country Club Association.
- b. One (1) member from the Department of Natural Resources of the State of Washington.

UTILITIES AND ROADS:

1. Water will be supplied by the City of Chewelah at rates set by the City of Chewelah with connection fees as set by the City of Chewelah. All residential lots shall be serviced by septic tanks with on site drain fields. Prior to construction of

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any improvements the lot lessee shall designate a primary drain field area and no structures shall be placed or constructed on said primary drain field area. No pit toilets shall be provided except that conditional approval for pit toilets can be granted by the Health Office for a period of up to ninety (90) days to accomodate the installation of flush type facilities.

REFUSE, RUINS AND REMAINS:

1. All trash, garbage, ashes and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from street view except on the day when same is to be picked up by the garbage collector.

OWNERSHIP AND POSSESSION OF LOTS:

1. No residential lot as shown on the plat shall be partitioned or otherwise subdivided, but rather the entirety of each lot shall at all times be leased and in the possession of one lessee or, if more than one lessee, then as joint tenants or tenants in common of the entire lot.

BUILDING AND LANDSCAPING RESTRICTIONS:

1. Except as noted otherwise herein, only single family residences and outbuildings auxiliary thereto (such as garages, wood sheds and the like) may be constructed or permitted to remain on each single family residential lot in the Subdivision.

2. Notwithstanding the above, all structures will comply with applicable zoning, and construction shall conform to Stevens County regulations and to the specifications of the most recent revisions of the State of Washington Electrical Code and the Uniform Building Code in force at the commencement of construction.

3. Each single family residence shall contain a minimum of 1200 square feet, exclusive of second floors, open decks, garages, covered carports, sheds or other appurtenances or outbuildings. Said residences shall be set on permanent foundations (concrete or block or comparable material) extending not more than twenty-four (24) inches above ground level at the highest ground level point. There shall be no residences more than two (2) stories above the foundation level. The Architectural Control Committee may, upon application, grant exemptions or variances of the requirements of this section.

4. Buildings on residential lots shall be simple, well proportioned structures. Exterior finish shall be stained or painted colors approved by the Architectural Control Committee. Roof covering shall be wood shake shingle or, by permission of the Architectural Control Committee, composition shingle or other materials of approved color and texture.

5. No buildings shall be located, erected or altered until a plan showing the location of the structures and construction plans and specifications shall have been submitted to and approved by the Architectural Control Committee of the Association. In considering the location, plans and specifications for any structure, the Committee shall take into account the following factors:

- a. Quality of workmanship and materials;
- b. Harmony of external design and finish with the topography and with existing structures;
- c. The effect which the proposed structures or alterations will have on other building sites and views therefrom, it being the Committee's duty to give the maximum protection to such views which may be reasonable under the circumstances;

- d. Perimeter fencing will be permitted except that no fence shall be placed beyond the front line of a residence on any lot fronting the golf fairway. Back lot fencing shall not exceed six (6) feet in height and front lot fencing on all other lots shall not exceed four (4) feet in height. No fencing shall be constructed without prior approval of the Architectural Committee, and
- e. All other factors which the Committee may, in its discretion, deem to affect the desirability or suitability of the proposed structure or alteration.

Subject to the prior approval of the Committee, outbuildings may be constructed prior to the construction of permanent residences if such buildings are permissible under Section 9, and if they are complimentary to and compatible with the design and location of the proposed permanent residence. The corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of location, plans and specifications.

6. Front yard landscaping on all lots facing or bordering the fairway shall be restricted to grass, trees and flowers. The golf playing area of said front yard area shall be marked and any golf balls entering the lot beyond the marked area shall be out of bounds and not played by the golfer.

7. The Committee shall have the power to charge a reasonable fee for costs incurred in processing and considering plans and specifications submitted to the Committee for its approval. Approval or disapproval of any matter submitted to the Committee shall be made within sixty (60) days of submission to the Committee or its duly appointed representative and shall be in writing. The Committee shall mail a copy of its decision to the lessee. In the event the Committee or its duly appointed representative fails to

approve or disapprove within sixty (60) days after the plans and specifications have been submitted to it, approval will be deemed to have been given and the related covenants shall be deemed to have been fully complied with. Any lessee aggrieved by the Committee action may appeal to the Board of Directors of the Association. Appeals shall be made in writing within ten (10) days of the Committee's mailing of its decision, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and a final conclusive determination shall be made by the Board within fifteen (15) days after such meeting.

Approval by the Architectural Control Committee does not imply approval by the Stevens County Building Department or other agencies.

8. The exterior of any buildings shall be completed within one (1) year of the beginning of construction so as to present a finished appearance when viewed from any angle.

9. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend and vacation use and during the one year construction period. Mobile homes of the double-wide variety, or greater, not less than twenty-four (24) feet wide and containing not less than twelve hundred (1200) square feet set on permanent concrete block foundations with tongues and wheels removed shall be permitted in the Subdivision.

10. Easements for drainage, utilities, walkways, and golf cart use and access roads are reserved as shown on the face of the plat. There shall be a building setback of not less than fifty (50) feet on all lots bordering the golf course fairway. There shall be a five (5) foot side lot setback and a five (5) foot rear lot setback on all construction other than the fencing.

11. All electrical service shall be by underground service, electrical easements granted under the dedicated streets and access roads.

12. Membership in the Chewelah Golf & Country Club Association shall be required prior to ownership of any lot in the Chewelah Golf & Country Club Subdivision.

13. All lot lessees shall be subject to and required to pay on or before August 1 of each year of this lease, their prorated share of lease payments due the State of Washington under the lease from the State of Washington Department of Natural Resources to the Chewelah Golf & Country Club Association as shown of record. Payment shall be made to the Chewelah Golf & Country Club Association, or its successor, as billed.

14. All residences, whether designated as pre-constructed or pre-fabricated or constructed on the premises, shall comply with all requirements of the Uniform Building Code and modifications thereof.

15. Prior to the construction of any residence or appurtenant outbuildings or lot access roads, trees designated for removal shall be appropriately marked and the Department of Natural Resources of the State of Washington shall be notified of the intention to cut and remove the marked trees. Any expense or fees charged for cutting and removal of trees shall be that of the lot lessee.

16. No animals shall be kept on the various lots of this Subdivision except household animals and pets. All dogs shall be kept on a leash or within a fenced compound and not allowed to run loose.

17. It is acknowledged by all occupants of lots in Country Club Estates Subdivision No. 1 that all of said lots are adjacent to, contiguous to or in the vicinity of an airport leased by the

City of Chewelah from the State of Washington Department of Natural Resources and all claims for damages by reason of noise, airport industrial activity, odors and other activities normally associated with the operation of an airport are hereby expressly waived and the lease and occupancy of lots in this Subdivision is accepted subject to said waiver of claims for damages.

18. No lot or tract as approved on the final plat shall be further divided for any future sale or disposal unless said subsequent division be approved as to size and useage prior to said division by the Planning Commission.

19. It is expressly understood and agreed that the several protective covenants contained herein shall attach to and run with the land and it shall be lawful not only for Chewelah Golf & Country Club Association, or its assigns or successors, but also for the owner or sublessee of any lot in the Subdivision to institute and prosecute any proceeding at law or in equity against any person or persons violating or threatening to violate any covenant or covenants and to recover any damages suffered by it or them, from any violation thereof.

20. Also incorporated by reference in these protective covenants and information are all of the protective covenants and requirements set forth in the legend of the plat of Chewelah Golf and Country Estates as shown of record.

CHEWELAH GOLF & COUNTRY CLUB
ASSOCIATION

William C. Dashiell
William C. Dashiell hus.

Phillip P. Skoh
Phillip P. Skoh President

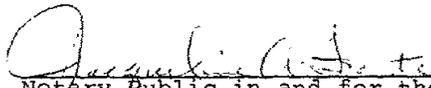
Frances Louise Dashiell
Frances Louise Dashiell wife

ATTEST:
Calvin A. Remond
Calvin A. Remond Secretary

STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

On this 29th day of October, 1981, before me, the undersigned, a Notary public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
Phillip P. Skok and Calvin D. Greenaway, to me, known to be the president and secretary, respectively, of CHEWELAH GOLF & COUNTRY CLUB ASSOCIATION, and acknowledged that they signed the instrument as the free and voluntary act and deed of said corporation and that the seal affixed is the seal of said corporation.

GIVEN under my hand and official seal the day and year first above written.

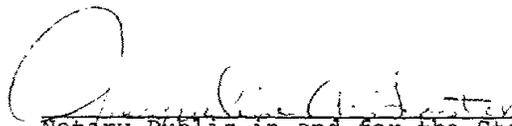


 Notary Public in and for the State of
 Washington, residing at Chewelah

STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

On this day personally appeared before me William C. Dashiell and Frances Louise Dashiell

 to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of
October, 1981.



 Notary Public in and for the State of
 Washington, residing at Chewelah

