



**183317**

**PROTECTIVE COVENANTS GOVERNING MARTIN CREEK TREE FARM**

**I. RECITALS**

1. The undersigned are the owners of the ground to be subdivided into building lots and called MARTIN CREEK Subdivision.
2. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the area.
3. The MARTIN CREEK Community Association, hereinafter referred to as the Association, will be organized to regulate, govern, operate, and maintain the common facilities and services of the MARTIN CREEK Subdivision and enforce the protective restrictions and covenants hereby established.

**II. 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 lawful occupants. Accordingly, these protective covenants and restrictions shall run with the land and every person who by deed, contract or lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated; and his respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.
2. These protective covenants and restrictions shall be enforceable at the law and in equity by any owner, purchaser or other lawful occupant of land in the Subdivision, including the Association,



against any person who shall violate or attempt to threaten to violate them.

3. These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Protective Covenants Governing Subdivisions" and fee number of the Auditor of Ferry County under which they are recorded.

**III. UTILITIES AND ROADS**

1. Water and roads will be provided by Declarants, and may be provided, owned, regulated, governed, operated and maintained by the Association by means of assessments against individual lots in the Subdivision or other methods of financing, all in accordance with the Association bylaws as from time to time amended.
2. Individual water supply, and pit toilets are prohibited and each structure requiring water must be connected to central utilities. Note-Conditional approval for pit toilets can be granted by Health Office for a period of up to 90 days to accommodate the installation of flush type facilities.
3. No structure shall be permitted upon any lot in the Subdivision until central water systems have been installed and approved by governing regulatory agencies.
4. The Association shall arrange for roads to be kept free of obstacles to insure access by emergency vehicles.
5. Because of the intent of the Association to minimize soil disturbance and possible erosion, proposed private driveway construction shall be reviewed by the Association with the purpose of accomplishing the above stated intent.

**IV. SIGNS AND DEVELOPMENT ACTIVITIES**



1. No sign of any kind shall be displayed to the public view in the Subdivision except the following:
  - a. one sign for each residential lot, of not more than two square feet, identifying occupants;
  - b. one sign of not more than five square feet advertising a residential lot for sale or rent;
  - c. signs used by Declarants, their successor or assigns, or their agents to advertise the property during the sales period.

**V. ANIMALS**

No animal of any kind may be kept or quartered in the development if its presence produces a common-law private nuisance. All Livestock and pets must be contained within the boundary of the lot and hogs and offensive smelling animals can be disallowed by the organization.

**VI. REFUSE, RUINS, AND REMAINS**

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 there from all trash, garbage, ashes, refuse, ruins, and other remains. 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.

**VII. MARTIN CREEK COMMUNITY ASSOCIATION**

1. Every conveyance or other transfer of land in the Subdivision or interest therein shall be subject to the articles of incorporation and bylaws of the Association as from time to time amended. Every grantee, purchaser or lessee of an interest in land in the development agrees, by the act of purchasing or accepting the same, for himself, his heirs, assigns and other successors, to be bound by said articles bylaws; faithfully to perform all obligations thereby imposed upon



him; and in particular, to pay such general assessments as the Association may levy from time to time in accordance with said bylaws and for the purpose therein specified.

- 2. If any person in control or possession of any lot breaches or fails to perform any of these covenants, the Association may cause such breach to be cured or obligation to be performed on his behalf and recover the reasonable cost thereof from the owner, lessee or other person in control or possession by means of a special assessment.
- 3. Such general and special assessments, together with the reasonable costs of collecting them, including reasonable attorneys' fees, shall be a personal obligation of the assessee which the Association may enforce by court action. They shall also constitute a lien upon the assessee's interests in land in the Subdivision. This lien shall be enforceable by foreclosure proceedings 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 assessment.

**VIII. OWNERSHIP AND POSSESSION OF LOTS**

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 owned by or leased and in the possession of one owner or lessee or, if more than one owner or lessee, then as joint tenants or tenants in common of the entire lot.

**IX. BUILDING AND LANDSCAPING RESTRICTIONS**

- 1. Except as noted otherwise herein, only one and 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 Ferry 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 800 square feet, exclusive of second floors, open decks, garages, covered carports, sheds or other appurtenances or outbuildings. The provision for architectural set forth in the following paragraphs. The Association may, upon application, grant exemptions from this requirement to applicants.
4. Buildings on residential lots shall be simple, well proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake shingle or composition shingle, or other materials of approved color and texture, if approved by the Association. No unpainted metal roofing.

(Note: There are no items 5, 6, or 7 in the original document)

8. The exterior of any building shall be completed within one 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, vacation, and use during the one year construction period. Mobile homes are prohibited on Subdivision lots 1 through 21 inclusive. Mobile homes shall be permitted on lots 22 through 49.
10. Easements for drainage, utilities, walkways, 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.
11. 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 rights-of-way must comply with regulations and standards of Ferry County.

- 12. Because of intent stated in III-5, it is strongly recommended that foundations be designed and constructed to minimize required excavation. This will be carefully reviewed by the Association.
- 13. Protective screening shall be provided on each chimney or stack serving a fire source capable of producing air-borne embers.

**X. 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.

**XI. ENFORCEMENT OF COVENANTS**

Any violation of covenants in Articles III, IV, V, VI, VIII and IX shall be considered to be a nuisance and the Association or its duly appointed representative shall have the right upon fifteen days written notice to enter upon the parcel where the violation occurs or appears and abate the nuisance at the expense of the owner, lessee or other person in control or possession. The Association, its duly appointed representative, or any person owning or leasing land in the Subdivision may prosecute a civil action against any person or persons violating or attempting to violate any of these protective covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore. The Association or any person bringing such an action shall be entitled to recover from the violator any reasonable attorneys' fees, court costs and other costs reasonably incurred and awarded by judgment of the



court having jurisdiction, which costs shall constitute a lien upon the violator's land in the Subdivision or interest therein.

**XII. DURATION OF PROTECTIVE COVENANT**

The protective covenants shall be binding upon all persons owning or leasing land in the Subdivision until September 1, 1988, 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.

**XIII. SEVERABILITY**

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these protective covenants shall in no way affect or invalidate any of the other provisions, sentences or paragraphs of these protective covenants, and the remaining portion shall continue in full force and effect.

**XIV.** All Telephone and Power Lines shall be underground.

*(Delete per Document No. 208549 dated July 26, 1988)*

*XV. The water system is designed to be adequate for home use and a 1/2 acre garden. Water may be used for additional irrigation as long as excess water is available.*

*If the majority of the total lot owners wish to irrigate all of the area it is feasible to install an additional well.*

**(Add per Document No. 208549 dated July 26, 1988)**

**XV. The water system was designed to be adequate for home use in accordance with the State of Washington laws in effect at the time of approval. Management of the water system shall be the responsibility of the Board of Directors. (Effective 9/1/88)**



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**XVI.**

Martin Creek directive Association of 5 members will be elected yearly by lot owners.

Each lot will have one vote per position.

The 5 members elected will then elect a President and a Secretary.

The Association will insure that these covenants are administered fairly and shall maintain complete records of its action.



**183318**  
**ARTICLES OF INCORPORATION**

**OF**

**MARTIN CREEK COMMUNITY ASSOCIATION**

**(Non-Stock, Non-Profit)**

The undersigned, acting as the incorporator of a corporation under the provisions of the Washington Non-Profit Corporation Act (Revised Code of Washington 24.03), adopts the following Articles of Incorporation for such corporation.

**ARTICLE I**

The name of the corporation shall be Martin Creek Community Association.

**ARTICLE II**

The period of duration of the corporation shall be perpetual.

**ARTICLE III**

The purposes for which the corporation is organized are the following:

- a. To maintain and operate a domestic water system for the servicing and benefit of property owners present and future of property acquired from the incorporators hereof, situated within the Martin Creek Tree Farm, according to duly recorded plat thereof recorded in Ferry County, State of Washington;
- b. To impose water charges and levy assessments to be collected and used in furtherance of the purposes of the association, in the manner and in the amount as may be provided in its bylaws and any amendments thereto;
- c. To do each and any or all of the general powers enumerated in Chapter 24.03 of Revised Code of Washington.

**ARTICLE IV**

The corporation shall have one class of members, designated as follows: the owners or contract purchasers of parcels of property acquired from or through the incorporator herein, and each such owner or contract purchaser shall apply to the corporation for membership and shall automatically be entitled to membership therein. Certificates evidencing membership in said corporation may be issued by



said corporation to all of its members or such membership may be recorded by the corporation upon the corporate books.

**ARTICLE V**

The address of the initial registered office of the corporation shall be Rt. 2 Box 307, Kettle Falls, Washington 99141, County of Ferry Washington. The name of the initial registered agent of the corporation at such address shall be Mike L. Matney.

**ARTICLE VI**

The number of directors constituting the initial Board of Directors of the corporation shall be three (3) directors. The name and address of the persons who are to serve as the initial directors of the corporation are as follows:

Mike L. Matney  
Rt. 2 Box 311 J  
Kettle Falls, Washington 99141

Ron J. Matney  
Rt 2  
Kettle Falls, Washington 99141

Frank L. Matney  
Rt. 2  
Kettle Falls, Washington 99141

The number of directors will increase to five (5) at such time as directed in the Bylaws of the corporation.

**ARTICLE VII**

The names and address of the incorporators of (sic) the corporation are:

Mike L. Matney & Ron J. Matney  
Rt. 2  
Kettle Falls, Washington 99141

**ARTICLE VIII**

The net assets of the corporation which may need to be distributed in the event the corporation is dissolved shall be distributed to the members existing at the time



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of such dissolution and if there be no members at that time, then said assets shall be distributed to the County of Ferry, a political subdivision.

#### ARTICLE IX

These Articles may be amended by a majority of the members present at any meeting of members after the giving of notice of such meeting, stating the exact change to be made in these Articles, as provided in the Bylaws. The Bylaws may be amended as provided therein.



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**EXHIBIT "A"**

That portion of Government Lot 10, Section 16, Government Lots 3 and 4, Southwest 1/4 Southeast 1/4 (SW1/4 SE1/4), Southeast 1/4 Southwest 1/4 (SE1/4 SW1/4), Section 17, Government Lots 3 and 4, Section 20, all in Township 35N, Range 37E W.M. in Ferry County, Washington.

The above described property is also described as Lots 1 through 49 Plat of Martin Creek Tree Farm according to plat thereof, records of Ferry County Auditor.



**183319**  
**MARTIN CREEK COMMUNITY ASSOCIATION**

**DECLARATION OF CHARGES, ASSESSMENTS AND LIENS**

**ARTICLE I**

Provisions for Assessments

Section 1. The lots within the above-described property platted as Martin Creek Tree Farm shall be subject to such charges, assessments and liens as shall from time to time be imposed by the Board of Directors of the Martin Creek Community Association acting pursuant to the Articles of Incorporation and the Bylaws of the respective corporation, including any duly adopted amendments thereto.

Section 2. The amount of such charges and assessments and the manner of payment thereof shall be determined by the corporation imposing such charges and assessments, and the proceeds therefrom shall likewise be applied in such a manner and for such objects and purposes as shall be determined by that corporation.

Section 3. Charges and assessments by the Association shall be levied in equal proportions against each and every residential lot hereby made subject to such charges and assessments.

*(Delete per Document No. 208549 July 26, 1988)*

Section 4. *The total of all charges and assessments authorized to be imposed by the corporation shall in no event exceed in amount the sum of one hundred dollars per residential lot for any one calendar year, except that an additional charge or assessment, not to exceed ten dollars per residential lot for any one calendar month, shall be permitted with respect to those lots which have subscribed for and are actually receiving water service from the corporation. This limitation on the amount of assessments may be removed by a vote of two-thirds (2/3) of the lot owners.*

**ARTICLE II**

Liens: Collection of Assessments

Section 1. Any charge or assessment levied by the Association against any residential lot in said Martin Creek Tree Farm, including interest on such charge or assessment and collection costs, if any, shall constitute a lien upon such residential



lot as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4. hereof) at any time levied or imposed upon such residential lot.

Section 2. Any charge or assessment imposed by the Board upon any member who is the owner or contract purchaser of a residential lot or lots in said Martin Creek Tree Farm, including interest on such charge or assessment and collection cost, if any, shall be and become a lien upon the lot or lots owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided in Section 4 hereof) at any time levied or imposed upon such residential lot or lots.

Section 3. All liens herein provided for shall be enforceable for foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided, however, that by the acceptance of a deed for any residential lot or lots, or by the signing of a contract of agreement to purchase the same, whether from the undersigned owners or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and homestead in such lot or lots with respect to foreclosure of such liens. As an alternative remedy to the foreclosure of such liens, the Board of Directors of the Martin Creek Community Association shall have the exclusive right and option, at any time after the expiration of a period of six (6) months during which any of such charges or assessments shall remain unpaid, to purchase any residential lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot of an amount equal to the value of such owner's or purchaser's interest in such lot. Upon the exercise of said option by the Board of Directors of the Martin Creek Community Association, the owner or purchaser of such lot shall convey to said corporation all right, title, and interest which such owner or purchaser may have in such lot. In any court proceedings to enforce such option, the Board of Directors of the Martin Creek Community Association shall be entitled to have a decree of specific performance entered in its behalf. If the value of such owner's or purchaser's interest in such lot cannot be agreed upon, then each party shall appoint a licensed real estate broker qualified as an appraiser to appraise the value of the lot. These appraisals shall be averaged to arrive at the option price.

Section 4. First mortgage liens placed upon any of said residential lots, for the purpose of constructing a residence or other improvements of thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of the recordation of such, superior to any and all charges, assessments, and liens imposed pursuant to this Declaration.



**ARTICLE III**  
**Membership**

Section 1. Membership in the Martin Creek Community Association shall be as prescribed in the Articles of Incorporation and the Bylaws of the Martin Creek Community Association.

Section 2. Any charges or assessments herein provided to be imposed by the Association including interest thereon and collection costs, if any, shall be and become a lien upon all residential lots in said Martin Creek Tree Farm, irrespective of owner's or purchaser's non membership in the Association. The fact of the non membership in the Association shall not serve in any way to release or relieve the lot or lots owned by such owner or purchaser from the charges or assessments imposed upon such lot or lots by the Association in accordance with its Articles of Incorporation and Bylaws.

**ARTICLE IV**  
**Binding Effects of Declaration**

All of the provisions of this Declaration shall be deemed to be covenants and obligations running with the land, and shall bind Martin Creek Community Association, its successors and assigns and all parties claiming by, through, or under them, shall be taken to hold, agree, and covenant with Martin Creek Community Association, its successors in title, and with each of them to conform to and observe all the terms and conditions herein contained.

Return to:  
Martin Creek Community Association  
P. O Box 943  
Kettle Falls, WA 99141

**BYLAWS OF  
MARTIN CREEK COMMUNITY ASSOCIATION (MCCA)  
(Effective October 2016)**

Article 1  
Membership

Section 1. The membership of the Martin Creek community shall consist of one class of members, designated as the owners or contract purchases of parcels of property. Each owner or contract purchaser shall automatically be entitled to membership therein.

Section 2. Where the masculine gender is used throughout these Bylaws, it shall be construed as including both the masculine and feminine. Where appropriate, singular pronouns shall be construed as including plural.

Section 3. The annual meeting of the membership of Martin Creek Community Association shall be held on the last Saturday of April each year, or on the earliest date convenient for the membership after that date. The Board of Directors will determine this date. Special membership meetings of the Association may be called by the Board of Directors of the Association.

Section 4. At any Association membership meeting, a quorum shall consist of 20 lots being represented, whether in person or by a signed proxy registered with the Secretary prior to the start of the meeting. Only members in good standing may vote in person or by proxy. Each lot represented shall be entitled to one vote. Only proxy forms provided by the MCCA will be accepted. Proxy forms must contain the lot number, the member's name, address, signature, and date signed. The proxy will be valid for published agenda items or any other items brought before the assembled membership. A member may represent no more than two proxies at any one meeting.

Section 5. Membership will terminate on transfer of ownership, whether voluntarily or by action of law, reversion of a member's fee-simple title, or contract of purchase. Termination is effective as of the date actual notice is given to the Association of the fact of transfer and/or reversion.

Section 6. Members shall be entitled to receive all the services supplied by the Association and otherwise enjoy the rights of membership only if he is not delinquent in any charges or assessments of the Association and has conducted himself in accordance with the Bylaws, rules and regulations adopted in conformity hereto.

Section 7. Any annual or special membership meeting may be held at the discretion of the Board of Directors. The Board shall decide the location, so long as it is located in Ferry or Stevens County, Washington.

Section 8. Any MCCA member, in good standing may request non-confidential information from the MCCA. The request must be in writing, specifying the information requested. The requesting member will assume all costs associated with the providing the information. The MCCA Secretary will provide the requested information as soon as it is practical.

## Article II Management

Section 1. A Board of Directors shall manage the business and property of the Martin Creek Community Association. The Board of Directors will consist of five (5) members, which are members of the Association. No two members of the same family shall serve on the Board at the same time. The Board of Directors shall make and enforce such rules and regulations governing the use of Association property, the water system, and other facilities or property of the Association. The Board of Directors shall determine and set charges and assessments, which they consider appropriate and necessary. The corporate address for MCCA is P. O. Box 943, Kettle Falls, WA 99141.

Section 2. The Directors of the Association shall be elected by a majority vote of the membership of the Association at the annual meeting of the membership, which shall be the beginning of the corporate year, annual meeting to annual meeting. The Board of Directors may fill vacancies in any office at any regular or special meeting.

Section 3. Within a reasonable time after their election, the members of the Board of Directors shall elect from their number the following officers: President, Vice President, Secretary, and Treasurer, and Member at large. All such officers shall be officers of the Association. Duties of the Officers follow:

- A. President: The President of the Board of Directors shall supervise all activities of the Association, execute all instruments in its behalf, and preside at all meetings of the Board of Directors, Annual Meetings, and general membership meetings. He shall perform such other duties usually inherent in such office.
- B. Vice President: The Vice President of the Board of Directors shall act for the President in his absence and perform such other acts as the President may request.
- C. Secretary: The Secretary is the Registered Agent for MCCA. It is the duty of the Secretary to keep all records of the Board of Directors and the Association and to perform other such acts as the President may direct.
- D. Treasurer: The Treasurer shall receive and be accountable for all funds of the Association. He shall pay obligations incurred by the Association when the Board of Directors authorizes payment, and render periodic financial reports as called by the Board.

E. Member at large: The Member at large is a voting member of the Board who performs various duties as needed.

Section 4. The term of office of the directors for the corporation shall be for three (3) years, except the first directors elected to serve the association: two (2) of who shall be elected for one (1) year, two (2) of whom shall be elected for two (2) years, and one (1) of whom shall be elected for three (3) years.

Section 5. The board of directors of the corporation shall hold regular annual membership meetings on the last Saturday of April or on the earliest date convenient for the membership after that date. The board of directors with call special meetings as necessary.

Section 6. Each member of the board of directors shall possess one vote in matters coming before the board. All voting at the meetings of the board shall be by each member in person, and voting by proxy shall not be allowed. Three (3) members of the board of directors shall constitute a quorum.

Section 7. Any director may be removed from office by a majority vote of the membership at any regular or special meeting of the membership of the corporation. Notice of the proposed removal of a director must be given to such director prior to the date of the meeting at which such removal is to be voted upon. Such notice to the director must state the cause for the proposed removal.

Section 8. Unexcused absence from three consecutive meetings of the board of directors shall be due cause for removal of the director.

Section 9. A person appointed by the board shall fill any vacancy occurring on the board of directors by reason of death, resignation or removal of a director. The appointee shall serve until the next regular membership meeting.

Section 10. The officers, directors and former officers and directors of the association shall be indemnified and held harmless from any liability associated with any claim made against them for any actions taken in the course of their official duties on behalf of the association; provided, however, nothing herein shall be construed so as to the indemnification of an individual against liability for any activities undertaken outside of the scope of their official duties for the association. This indemnification shall apply to the MCCA water director and any other volunteers doing work for the association.

Section 11. Any meeting of the board of directors may be held at the discretion of the president or in his absence, the vice president. The board shall decide the location, so long as it is located in Ferry or Stevens County, Washington.

Section 12. Any expense item expected to exceed \$5000.00 shall be approved by the Martin creek Community Association membership in advance of such obligation. Projects may not be separated to bypass this requirement. The ten day notification requirement for a special membership meeting in the revised codes of Washington, chapter 23 is hereby waived when the MCCA Board of Directors deems the action an emergency. A special membership meeting called by the MCCA board of directors to approve proposed expenditures may be held as soon as an attempt has been made to notify all owners in good standing who reside in the community either by phone, by personal contact, or by mail, giving the purpose, date, location, and time of the meeting. When an expense is expected to exceed \$5,000.00, at least three (3) written bids

must be obtained from competitive bidders and the bid awarded to the lowest bidder. On a case by case basis, the MCCA board of directors may, with justification, ask the membership to waive this requirement at a regular or special meeting. The MCCA Board of Directors is forbidden to expend or obligate funds not authorized in accordance with this article. In case of an emergency affecting the water system, that exceeds the \$5000.00 expense limit, this requirement is waived.

Section 13. A Director may request reimbursement for out of pocket expenses. Reimbursement may be requested for travel for Association business or for purchase of supplies for the Association activities following these stipulations: a) documentation, which states the reason for expense, will be submitted to support request, b) receipts and documentation for travel or purchase of supplies must accompany request, and c) request for reimbursement must be submitted during the month that the expense occurred.

Section 14. The MCCA board of directors is authorized to take action on legal matters (other than filing plaintiff motions in court) to carry out its responsibilities. The MCCA board of directors may initiate a legal action as a plaintiff in the county, state or federal court with the authorization of the MCCA membership at a regular or special meeting. The MCCA board of directors is authorized to defend the MCCA members and the board against all legal actions stemming from MCCA activities or actions in and out of court without additional authorization. The MCCA board of directors is authorized to enforce the covenants and bylaws.

Section 15. The MCCA Board of Directors will appoint and oversee a Building Committee, comprised of three (3) Association members in good standing. The following guidelines will direct the work of the Building Committee:

- A) The Building Committee will have responsibility for ensuring that any construction within the Martin creek Community will ensure that the Covenants and Bylaws are upheld.
- B) Any owner who wishes to begin any construction must complete a form which outlines construction plans and submit those plans to the Building Committee for approval
- C) Construction may not begin until the Building Committee and Board have approved the construction plan.
- D) Building plans must be submitted for any new construction, addition of outbuildings, and/or additions to an existing residence.
- E) Plans, pictures and permits must be submitted for conventional-built (site built) homes, modular (factory-assembled) homes or manufactured (mobile) homes.
- F) Manufactured homes cannot be established on Lots 1-21.
- G) The Building Committee has the right to establish a height of not more than 26 feet from highest point of structure to adjacent undisturbed ground, for Lots 2-10 and 12
- H) The Building Committee or Board has the authority to approve or deny in writing (based on the Protective Covenants) any request by a lot owner.
- I) A lot owner shall have the right to make a written appeal to the Board regarding any denial. The Board shall respond to the appellant in writing within 30 days of the appeal. If the Board denies the appeal, the lot owner may appeal the denial to the general membership at any general or special membership meeting.
- J) The Building Committee must submit a report including minutes, once a month, of any action or a statement of "no action" to the MCCA Board.

Section 16. The MCCA Board of Directors shall appoint or contract a Water Master to oversee all MCCA water matters. He shall report to the Board on a monthly basis the status and needs of the water system. He shall keep the MCCA Board informed of any special or emergency conditions affecting the distribution or quality of the water system. The Board shall

communicate such information to the general membership as soon as is practical. All water associated questions by any member shall be addressed to the Board. The Water Master may, with Board approval, select from the general membership as Assistant/Backup Water Master. The Water Master will assign duties of the Assistant with approval of the Board. Required training and Washington State Certification for the Water Master or Assistant will be supported by the Association. The Water Master will be excused from paying the Annual Assessment during his tenure as Water Master, as long as he fulfills Water Master duties during a full calendar year. The Board has the authority to ask the Water Master for his resignation if he is unwilling or unable to perform the duties required to ensure the MCCA water system.

Section 17. The owner(s) of each lot will be assessed annually. The current amount is \$200.00 and can be paid in one or two payments as follows

May 1: Lot owners can pay the total amount, \$200.00 or pay one-half, \$100.00.

October 1: Lot owners opting to pay one half May 1, pay \$100.00.

### Article III Water Policy

Section 1. The Martin Creek Community Association water system shall be regulated, operated and maintained by MCCA. The MCCA Board of directors is responsible to the members of the Association to manage and maintain the system. The water system shall be financed by means of an assessment against individual lot owners. An increase or decrease shall reflect the actual costs of operating and maintaining the water system, and associated MCCA costs and expenses.

In case of a major breakdown of the water system the costs will be allocated as follows:

If the breakdown is due to normal wear and tear on the system the repair costs will be paid by MCCA to the point that a balance of 300.00 remains in the MCCA account. At that point all individual lot owners hooked up to the water system will equally share the additional expense by means of a one-time assessment (bill) for that particular breakdown. If the breakdown is not due to normal wear and tear, all forty-nine (49) lot owners, including those still owned by the developers, will be equally assessed.

#### Section 2. INSTALLATION OF THE SHUT OFF VALVE AND WATER METER

All lot owners shall install, at the time of the initial hook up to the MCCA water system, a proper shut off valve and water meter. The water meter and valve system is to be supplied by MCCA. It is the responsibility of the lot owners to install the meter and valve system in the proper location, under the supervision of the MCCA water director.

#### Section 3. PROPER LOCATION OF THE SHUT OFF VALVE AND WATER METER

The shut off valve and water meter is to be placed at the point where the main water line is tapped. This shall be in the county road easement if possible, or in the utility easement on the lot. The valve and meter needs to be placed within the county road or utility easement to allow access without trespassing on private property.

#### Section 4. MAINTENANCE RESPONSIBILITY

MCCA will maintain the entire water system to and including the shut off valve and water meter. Individual lot owners will be responsible for all water lines from the shut off valve and meter to the point of usage.

Section 5. HOOK UP FEE

All lot owners shall apply to MCCA for hook up to the water system. A \$250.00 hookup fee that covers the cost of the water meter and valve system will required upon approval of the lot owners application. (This hook-up fee will not apply to lot owners who purchased their lot prior to march 1, 1988.)

Section 6. WATER USAGE

Water use may be restricted by the MCCA Board when they determine that a water emergency such as a well failure, electrical failure, line breakage, excessive water use, etc. exists. Failure to comply with such restrictions is a violation of the MCCA bylaws. Monies received from water charges shall be used to pay costs of operation, maintenance, and additions to the water system.

Section 7. Water bill payment

Water meters will be read on the last day of the month. If the last day falls on a week-end the meters will be read the next working day. Billing will be sent the first week of the following month. Water bills are due the 24<sup>th</sup> of the month. Any member, whose account shows an unpaid balance after the due date shown on the billing, is delinquent. When any member's account becomes delinquent, the following steps shall be taken to ensure prompt payment of the account. A monetary penalty of \$35.00 shall be assessed as a late fee penalty. Notification of delinquency of an overdue account will be part of the monthly billing. No further notification, either written or verbal, will be extended the account holder. When an account reaches 30 days past the due date, a letter from the MCCA Board of Directors shall be sent by certified mail with the amount by which the account is in arrears. Full payment is required for water service to be continued and must be received by the 5<sup>th</sup> of the following month. If full payment is not received by the stated deadline, the MCCA Board of Directors shall direct the water system operator or water master to discontinue service to the property. The system will be locked out. Reconnect fees are \$35.00 and must be paid in full to the MCCA treasurer prior to water reconnect. If full payment is not received by the stated deadline, the Board may file a lien against the property for the amount of the delinquent account. A 12% per annum interest will accrue on the unpaid balance. An account two years overdue may be resolved by foreclosure of the property. The MCCA Board of Directors by majority vote shall have full discretion to waive late fees.

Section 9. MONTHLY WATER RATES

Monthly water rates are established by the MCCA Board. Three considerations dictate the monthly rate: providing safe water at a reasonable price for all MCCA lots; monitoring, through the Water Meter, the amount of water being used; and assuring the necessary maintenance and operation of the water system. Water rates in effect June 1, 2011:

\$35 minimum for first 6,000 gallons (revised to \$50 April 2018)

\$1 per 1,000 gallons from 6,001 to 10,000 gallons

\$2 per 1,000 gallons from 10,001 to 15,000 gallons

\$3 per 1,000 gallons from 15,001 to 50,000

Over 50,001 gallons \$350 plus \$50 per 1,000 gallons

Restrictor attached to water line at a charge of \$25 installation fee and \$25 disconnect

fee