

552652 -1-

At request of
Robert Stevens
Rte. 2 Box 427
Colville, WA 99114
WILLIAM E. PROVOST
COUNTY AUDITOR
Viola M. Depner
Deputy
Mail to filer
\$6.00

RECEIVED

638 FEB 10 PM 1:13

STEVENS COUNTY AUDITOR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Echo Estates

Robert Stevens is the owner of the following described real estate, to wit:

Lots 1 through 3/ inclusive of Echo, plat recorded in Book E of
Plats, page 13, on August 21, 19 85.

B. It is the desire and intention of the Declarants to establish a uniform
building plan and uniform plan or scheme of improvement for the benefit of all of
the units or lots or lands in Echo.

C. The purpose of these restrictions is to insure the use of the property
for attractive residential purposes, to prevent nuisances, to prevent the impair-
ment of the attractiveness of the property, and to maintain the desired tone of
the community, and thereby to secure to each site owner the full benefit and enjoy-
ment of his home, with no greater restriction on the free and undisturbed use of
his site than is necessary to insure the same advantages to the other site owners.

NOW, THEREFORE, Robert Stevens, owner of the following described real prop-
erty located in the County of Stevens, State of Washington, same being the real
property now duly platted as Echo:

A subdivision of the County of Stevens, as recorded in Book E of
Plats, page 13, under Stevens County Auditor's No. 77
on Page 37, 19 85.

Hereby make the following declarations as to limitations, restrictions, and
uses to which the lots or tracts constituting the subdivisions may be put, and
hereby specify that such declarations shall constitute covenants to run with all
the land, and shall be binding on all parties and all persons claiming under them,
or otherwise having or acquiring any right, title or interest in any of the lots or
tracts in the subdivision, and for the benefit of all future owners in the subdivision.

1. The grantors reserve such easements as may be necessary over and along
each lot, for public utilities.

2. Prior to the construction or placement of any living unit on those lots
described within this plat, a permit to install an individual means of sewage
disposal shall be secured from the Stevens County Department of Health.

3. If the parties hereto, or any of them, or their assigns or their heirs,
shall violate and/or attempt to violate any of the covenants listed herein, then
any other person or persons owning real property situated in this Subdivision may
prosecute any proceeding at law or in equity against the persons violating or
attempting to violate such covenants, to restrain or prevent him or them from so
doing and to recover damages or other just dues.

4. No basement, tent, garage or other structure or outbuilding, other than
a private, detached single family dwelling or mobile home, placed or erected on
lots 1 through , shall at any time be used as a residence temporarily or
permanently, nor shall any structure of a temporary character be used as a residence.
Any dwelling or structure erected or placed on any lot in this plat shall be
completed as to external appearance, including finish painting within twelve months
from the date of start of construction.

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OFF. 102 PMS 1718

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Robert Stevens (Developer)

Subscribed before me this 10th day of February, 1986.

Pauline Hov

Notary Public for the State of Washington
Residing at Colville
My commission expires: 6/1/87

5. Mobile homes shall be permitted on lots, however, these mobile homes shall be 55 feet in length and 12 feet in width or larger and placed on permanent support system of cement material consisting of a perimeter foundation or footings under the main frame or cross ribbon footing. *A temporary VARIANCE for smaller*

Skirting will be installed within 60 days from the set up date and will be of a permanent material such as wood, metal or masonry. *Mobile homes can be given.*

6. No owner or contract purchaser of any lot shall permit any vehicle owned by him or by any member of his family or by an acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain upon any street or lot within the existing property for a period in excess of forty-eight (48) hours.

7. No garbage, refuse, rubbish, or cuttings shall be deposited on or left on the lot premises unless placed in an attractive container suitably located and screened from public view. No building material of any kind shall be placed or stored upon any property in said subdivision until the owner is ready to commence construction, and then such materials shall be placed within the property line of the building site upon which structures are to be erected, and shall not be placed in the street.

8. No owner shall allow animals to run at large on other persons property or allow excessive noise to disturb other owners.

9. All roadways shown on the recorded plat are subject to the use of pedestrians, animals and vehicles of all kinds, so as to provide reasonable access to and from the said roads and streets, to serve the subject lots and all other lots in the Subdivision.

10. Should any one or more of these covenants be invalidated by judgment or court order, the rest of the provisions not affected thereby shall nevertheless remain in full force and effect.

11. The owners of each of the lots in Echo Subdivision, are by such ownership members of the Echo Water Commission, a nonprofit corporation to be formed under the laws of the State of Washington, for purposes of installing and maintaining a community water system for lots and such owners shall continue to be members thereof as long as they are the owners of said lots, and are subject to the Articles and Bylaws of said corporation. "Owner" for purposes hereof is the person (or more than one collectively) entitled by deed or real estate contract to the occupancy of a lot or lots in the platted lands, and subject hereto.

12. The contract purchaser or grantee of any lot subject to the coverage of these covenants, conditions, dedications or restrictions, by the acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Declarants or subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of the declarations, agreements, covenants, restrictions and dedications herein contained, and such acceptance shall for himself, his heirs, personal representative, successors and assigns, covenants, consents and agrees to and with the Declarants, and to and with the grantees and subsequent owners of each of the lots within the Subdivision, to keep, observe, comply with and perform said declarations and agreements. Each such grantee also agrees, by such acceptance, to assume, as against Declarants their successors or assigns all of the risks and hazards of ownership or occupancy attendant to such lot.

13. Each owner of the lots in Echo Subdivision, are by such ownership members of the Echo Sewage Commission, to be founded for the purposes of installing and maintaining a community sewage system. Said system will be owned and operated by Robert Stevens until such time a property owners water and sewer district shall be formed by the property owners association. Each owner shall become a member of the property owners association and receive one vote for each lot owned. In the event it becomes necessary a third party such as Stevens Co. P.U.D. can be involved in the maintenance and operation of said systems.

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C. The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

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1. The grantors reserve such easements as may be necessary over and along each lot, for public utilities.
2. Prior to the construction or placement of any living unit on those lots described within this plot, a permit to install an individual means of sewage disposal shall be secured from the Stevens County Department of Health.
3. If the parties hereto, or any of them, or their assigns or their heirs, shall violate and/or attempt to violate any of the covenants listed herein, then any other person or persons owning real property situated in this Subdivision may prosecute any proceeding at law or in equity against the persons violating or attempting to violate such covenants, to restrain or prevent him or them from so doing and to recover damages or other just dues.

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Robert Stevens (Developer)

Subscribed before me this 10th day of February, 1986.

Pauline Lott
Notary Public for the State of Washington
Residing at Colville
My commission expires: 6/1/87

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