



MCCA

**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)

**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.**