

AFTER RECORDING RETURN TO:

G & R Law Group, Inc., P.S.
1500 West 4th Ave., Suite 408
Spokane, WA 99201



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Stevens County Washington
Lori Larsen Auditor

mj

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

DECLARANT: STEPHEN M. SMITH, a single person

Part of Lots 3 and 4 and the NE 1/4 of the SW 1/4 of Section 9, Township 37 North, Range 38 East, W.M., described as follows: Beginning at the S 1/4 corner of said Section 9; thence North along the center section line a distance of 800 feet; thence South 89°08' West 1000 feet to the true point of beginning; thence North 22°30' West to the North line of the SW 1/4 of said Section 9; thence West along the center section line of said Section to the East boundary of the Columbia River Reservoir; Grand Coulee Dam; thence Southerly along said boundary to a point which is South 89°08' West of true point of beginning; thence East to point of beginning.

EXCEPT the right of way of the Great Northern Railway Company.

TOGETHER WITH Easement granted by Michael L. Hofmeister, et ux., and Louis Leroy Claassen, et ux., to A.J. Mikalson, et ux., dated March 7, 1979, recorded March 9, 1979, under Auditor's File No. 482019.

Situate in the County of Stevens, State of Washington.

TAX PARCEL NO. 1960900;

THIS DECLARATION running with the land is made this 13 day of November, 2025,

By: STEPHEN M. SMITH, a single person, hereinafter referred to as "DECLARANT".

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

I. RECITALS

WHEREAS, Declarant is the owner in fee of certain real properties located in the County of Stevens, State of Washington, hereinafter referred to as the "Properties" and

WHEREAS, Declarant is desirous to segregate the Properties into four (4) separate parcels to be subsequently sold, the preliminary plat of which is attached hereto as **Exhibit "A"**,

WHEREAS, Declarant is desirous to impose certain protective covenants, conditions and restrictions upon said Properties for the mutual benefit of all owners, present and future;

NOW, THEREFORE, Declarant hereby covenants and agrees, and for their heirs, successors, assigns, and transferees, that all of the property as described above shall be owned, held, used, occupied, sold and conveyed subject to the following protective covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding upon all parties having any right, title or interest therein, and shall inure to the benefit of each owner thereof.

II. COVENANTS, CONDITIONS AND RESTRICTIONS

- 2.1 **Road Maintenance.** Each lot owner shall be responsible for road maintenance and repair for that portion of the access road which crosses over, above, and through their parcel, except where that damage can be shown to be the result of the gross negligence of one of the lot owners or their agents, then the party responsible for causing the damage shall pay for any such repairs.
- 2.2 **Mobile Homes.** Mobile homes shall be prohibited from being placed or constructed on any lot, including those for temporary purposes.
- 2.3 **Building Setbacks.** No building shall be located on any lot nearer than 5 feet to any property line.
- 2.4 **Garbage and Trash.** No lot shall be used or maintained as a dumping ground for rubbish. No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly inoperable automobiles, appliances, and furniture, shall be thrown, dumped, stored, or disposed of on any part of the Property. Garbage and similar solid waste shall be kept in sanitary containers suited for the purpose.
- 2.5 **Weed and Rodent Control.** Each lot owner shall be responsible to reasonable control weeds and rodents.
- 2.6 **Animals.** Farm and ranch type animals are allowed as long as they do not become a nuisance to the neighbors. Accumulations of animal waste which promote flies, odor,

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groundwater pollution or other objectionable effects is not permitted. Animal waste must be properly disposed of on a regular basis to preclude offensive side effects.

- 2.7 Noxious or Offensive Activity. No unlawful, noxious or offensive activity shall be permitted or carried on upon any lot, nor shall anything be done or maintained thereon which may be or become nuisance to the neighborhood.
- 2.8 Sewage Disposal. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of local public health authorities.
- 2.9 Soil Removal. Removal of soil from any lot for commercial purposes is prohibited. Soil removal is permitted only if necessary for construction of a residence and accessory structures.

III. MODIFICATION OF COVENANTS

These covenants may be modified by an instrument in writing, signed by all of the owners of at least 75% of the lots included in the Property, and recorded with the county Auditor.

IV. TERM, ENFORCEMENT AND CONSTRUCTION

- 4.1 Term. These covenants, or covenants as amended, provided in Article II, shall run with the land and shall be binding on all parties and persons claiming under them.
- 4.2 Enforcement. Declarants and/or any owner or owners shall have the right, but not the duty, to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity.
- 4.3 Condition Precedent to Action. Prior to taking action under paragraph 4.2 above, written notice shall be given to the offending lot owner. Such notice shall specify the nature of the offense and shall also specify the action necessary to cure. Such notice shall also provide a reasonable opportunity to cure which, except in the case of an emergency, shall not be less than thirty (30) days.
- 4.4 No Waiver. Failure of either the Declarants or any Owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.
- 4.5 Costs and Attorney's Fees. In the event of legal action to enforce any provision herein, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.
- 4.6 Severability. Invalidation of any of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

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