

RECORDED BY:

Stevens County Title Company

Auditor File #: 2020 0000257

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

AFTER RECORDING RETURN TO:

on 01/10/2020 at 15:29

Montgomery Law Firm
P.O. Box 269
Colville, WA 99114

Total of 7 page(s) Paid: \$ 213.00
STEVENS COUNTY, WASHINGTON
LORI LARSEN, AUDITOR

ALLEN

Tax Parcel Nos. 1699404, 1699405, 1699409, 1699410
0294467 & 0294468

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS**

133032①

The undersigned FUMI, CO., LLC, a Washington Limited Liability Company, Owner of the real property hereinafter described, located in Stevens County, Washington, and having been duly platted into Tracts and Streets, hereby make the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such sub-division may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such sub-division, this declaration of restrictions being designed for the purpose of keeping said sub-division desirable, uniform, and suitable in architectural design and use as specified herein:

I. DESCRIPTION OF PROPERTY

The Property which is the subject of these Restrictive Covenants is described as follows:

Amended Lots 13 and 14 of Block 2 of ASHAHI TERRACE and Amended Lots ASP 1 and ASP 4 of Short Plat No. 2-2014, per Certificate of Exemption No. COE 52-2017 recorded August 18, 2017 under Auditor's File No. 20170005794, located in Sections 13 and 14, Township 36 North, Range 37 East, W.M., in Stevens County, Washington.

Lots 2 and 3 of Short Plat No. 2-2014 by Survey, located in Section 13, Township 36 North, Range 37 East, W.M., in Stevens County, Washington, according to Plat thereof recorded July 6, 2016 under Auditor's File No. 20160004705.

COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS – Page 1

Real Estate Excise Tax
Aff. # Exemption
Date 1/10/2020
Paid exempt

II. DURATION

The Covenants, Restrictions, and Easements herein contained shall be perpetual, unless modified or terminated as hereinafter set forth.

III. RESTRICTION ON FURTHER SUB-DIVISION

No lot within the Property herein described shall be further sub-divided, except that any lot may be sub-divided if all portions thereof are, by said sub-division, made an integral part of and attached to an adjacent lot.

IV. GENERAL RESIDENCE RESTRICTION

No building whatever except a private, single family dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the above-described property or any part hereof, and such dwelling house permitted on the property shall be used as a private residence only.

V. BUSINESS ACTIVITY

No commercial or industrial business no any noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to, or attract from the neighborhood; provided, however, this restriction shall not prevent the rental or lease of the residence thereon as a single family dwelling.

VI. CONSTRUCTION

All buildings placed on the property shall be of new construction. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. Any structure shall be completed within one (1) year of construction. There shall be not more than two (2) buildings detached from the dwelling on any lot.

VII. MOBILE HOMES, MODULAR HOMES AND TRAILERS PROHIBITED

No mobile homes, modular homes, or trailer houses shall be placed on the property. No structures of a temporary character, recreation vehicle, tent, shack garage, basement or other outbuildings shall be used as a residence.

VIII. FENCES

Property line fences or screens must be of reasonable height and may not unduly obscure the view or detract materially from the use and enjoyment of adjacent property.

IX. TRASH REMOVAL

No trash, garbage, refuse, ruins or other remains of any kind, including disabled vehicles, shall be thrown, dumped, placed, disposed of or permitted to remain on any portion of the land within the Plat, whether vacant or occupied, nor shall the premises be used as a storage area for any purpose other than the storage of materials used in connection with the operation of a household. The owners and person or persons in possession or control of any lot shall be responsible for the prompt removal therefrom of all trash, garbage, refuse, ruins or other remains. All trash, garbage 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.

X. ANIMALS

No domestic animal, fowl, or livestock of any kind shall be kept, quartered or maintained on any lot, except that dogs, cats or other common household pets may be kept on a non-commercial basis; provided, however, no animal or fowl of any kind shall be kept, quartered or maintained on any lot if its presence constitutes a nuisance.

XI. SET-BACK RESTRICTIONS

No buildings shall be located on any lot nearer than twenty-five (25) feet from the front lot line nor nearer than ten (10) feet to any side or rear lot line.

XII. CITY WATER LINE EASEMENT "A" DESCRIBED AND ILLUSTRATED ON SHORT PLAT NO. 2-2014 BY SURVEY RECORDED JULY 6, 2016 UNDER AUDITOR'S FILE NO. 20160004705

The Owner, FUMI, CO., LLC, a Washington Limited Liability Company, as GRANTOR, hereby grants and conveys to the City of Kettle Falls, as GRANTEE, an easement for water line purposes, over, under, and across a strip of land located in the SW ¼ of the NW ¼ of Section 13, Township 36 North, Range 37 East, W.M., in Stevens County, Washington, said Easement being 10.00 feet wide, lying Southwesterly of and at right angles to the following described Northeasterly line of said Water Line Easement:

Commencing at the Southwest corner of the SW ¼ of the NW ¼ of said Section 13; thence along the South line thereof, N 85°37'10" E 860.36 feet to the Southwesterly line of that 100.00 foot wide Power Line Easement described in Book 148 of Deeds, at Page 588 and the Point of Beginning for this description; thence leaving said South line and along the Southwesterly line of said Power Line Easement and along the Northeasterly line of the herein described 10.00 foot wide Water Line Easement "A," N 38°50'02" W 924.34 feet to the Southerly Boundary of Lot 10 of ASahi TERRACE, according to that map recorded in Book E of Plats, at Page 38 and the end of this description.

**XIII. CITY WATER LINE EASEMENT "B" DESCRIBED AND
ILLUSTRATED ON SHORT PLAT NO. 2-2014 BY SURVEY
RECORDED JULY 6, 2016 UNDER AUDITOR'S FILE NO. 20160004705**

The Owner, FUMI, CO., LLC, a Washington Limited Liability Company, as GRANTOR, hereby grants and conveys to the City of Kettle Falls, as GRANTEE, an easement for water line purposes, over, under, and across a strip of land located in the SW ¼ of the NW ¼ of Section 13, Township 36 North, Range 37 East, W.M., in Stevens County, Washington, said Easement being 30.00 feet wide, lying 15.00 feet each side of the following described Easement Centerline:

Commencing at the Southwest corner of the SW ¼ of the NW ¼ of said Section 13; thence along the South line thereof N 85°37'10" E 860.36 feet to the Southwesterly line of that 100.00 foot wide Power Line Easement described in Book 148 of Deeds at Page 588; thence leaving said South line and along the Southwesterly line of said Power Line Easement N 38°50'02" W 639.39 feet to the Point of Beginning for this description; thence leaving the Southwesterly line of said Power Line Easement and along the centerline of the herein described 30.00 foot wide Water Line Easement "B," N 58°35'50" E 100.09 feet to the Northeasterly line of said 100.00 foot wide Power Line Easement and the end of this description.

**XIV. CITY WATER LINE EASEMENT "B" DESCRIBED AND
ILLUSTRATED ON RECORD OF SURVEY
RECORDED September 25, 2017 UNDER AUDITOR'S FILE NO. 20170006736**

The Owner, FUMI, CO., LLC, a Washington Limited Liability Company, as GRANTOR, hereby grants and conveys to the City of Kettle Falls, as GRANTEE, an easement for water line purposes, over, under, and across a strip of land located in the SW ¼ of the NW ¼ of Section 13, Township 36 North, Range 37 East, W.M., in Stevens County, Washington, said Easement being 10.00 feet wide, lying 5.00 feet each side of the following described Easement Centerline:

Commencing at the West Quarter Corner of said Section 13; thence along the North line of "COLUMBIA TERRACE," according to that map recorded in Book "C" of Plats, at Page 74, N 85°37'10" E 300.58 feet to an existing water line and the Point of Beginning for this description; thence leaving said North line and along said existing water line N 67°44'35" E 142.61 feet; thence N 62°48'47" E 104.45 feet; thence N 61°36'02" E 226.36 feet to the Southwesterly right of way line of that 100.00 foot wide Power Line Easement described in Book 148 of Deeds at Page 588 and the end of this description.

**XV. DRIVEWAY EASEMENT "A" DESCRIBED AND
ILLUSTRATED ON SHORT PLAT NO. 2-2014 BY SURVEY
RECORDED JULY 6, 2016 UNDER AUDITOR'S FILE NO. 20160004705**

The Owner, FUMI, CO., LLC, a Washington Limited Liability Company, as GRANTOR, hereby grants and conveys to the OWNERS and FUTURE OWNERS of Lots 2 and 3 of Short Plat No. 2-2014, recorded July 6, 2014 under Auditor's File No. 20160004705, GRANTEES, an easement for ingress, egress, and utilities, over, under, and across a strip of land in the SW ¼ of the NW ¼ of Section 13, Township 36 North, Range 37 East, W.M. in Stevens County, Washington, said strip of land being 30.00 feet wide lying 15.00 feet on each side of the following described easement centerline:

Commencing at the West Quarter Corner of said Section 13; thence along the North line of "COLUMBIA TERRACE," according to that map recorded in Book "C" of Plats, at Page 74, N 85°37'10" E 66.53 feet to the Southeast corner of that Parcel "A" as described under Auditor's file No. 552708; thence leaving said North line and along the Easterly line of said Parcel "A," N 12°45'28" W 207.06 feet to the Northeasterly corner thereof; thence N 4°30'08" W 294.23 feet to the southeasterly corner of Lot 13 of "ASAHI TERRACE" according to that map recorded in Book "E" of Plats, at Page 38; thence along the Southerly line of said "ASAHI TERRACE" N 32°31'07" E 264.78 feet; thence N 65°49'25" E 203.36 feet to the Southeast corner of Lot 10 of said "ASAHI TERRACE" said Point being on the centerline of that 100.00 foot wide Power Line Easement recorded in Book 148 of Deeds, at Page 588; thence leaving the Southerly line of said "ASAHI TERRACE" and along the centerline of said Power Line Easement, S 38°50'02" E 181.20 feet to the Southwesterly corner of Lot SP 115-94-3, as described under Auditor's File No. 9605695; thence leaving said Power Line Easement and along the South line of said Lot SP 115-94-3, N 86°11'12" E 61.05 feet to the Northeasterly right of way line of said 100.00 foot wide Power Line Easement; thence along said Northeasterly right of way line S 38°50'02" 158.37 feet; thence S 85°37'10" W 151.28 feet to the end of this description.

The owners of the properties served by the above-described driveway easement shall have the joint use of the private easement road, together with the right to maintain and improve the road as necessary. Maintenance and up-keep of the easement road shall be proportionate to the owners' usage thereof.

**XVI. DRIVEWAY EASEMENT "B" DESCRIBED AND
ILLUSTRATED ON SHORT PLAT NO. 2-2014 BY SURVEY
RECORDED JULY 6, 2016 UNDER AUDITOR'S FILE NO. 20160004705**

The Owner, FUMI, CO., LLC, a Washington Limited Liability Company, as GRANTOR, hereby grants and conveys to the OWNERS and FUTURE OWNERS of Lots 3 and 4 of Short Plat No. 2-2014, recorded July 6, 2014 under Auditor's File No. 20160004705, GRANTEES, an

easement for ingress, egress, and utilities, over, under, and across a strip of land in the SW ¼ of the NW ¼ of Section 13, Township 36 North, Range 37 East, W.M. in Stevens County, Washington, said strip of land being 30.00 feet wide lying 15.00 feet on each side of the following described easement centerline:

Commencing at the West quarter corner of said Section 13; thence along the North line of "COLUMBIA TERRACE," according to that map recorded in Book "C" of Plats at Page 74, N 85°37'10" E 66.53 feet to the Southeast corner of that Parcel "A" as described under Auditor's File No. 552708; thence leaving said North line and along the Easterly line of said Parcel "A" N 12°45'28" W 207.06 feet to the Northeasterly corner thereof; thence N 4°30'08" W 44.69 feet; thence N 85°37'10" E 652.89 feet to the Southwesterly right of way line of that 100.00 foot wide Power Line Easement described in Book 148 of Deeds at Page 588; thence S 43°36'39" W 100.88 feet; thence S 85°37'10" W 30.00 feet to the end of this description.

The owners of the properties served by the above-described driveway easement shall have the joint use of the private easement road, together with the right to maintain and improve the road as necessary. Maintenance and up-keep of the easement road shall be proportionate to the owners' usage thereof.

**XVII. DRIVEWAY EASEMENT "C" DESCRIBED AND
ILLUSTRATED ON SURVEY RECORDED
SEPTEMBER 25, 2017 UNDER AUDITOR'S FILE NO. 20170006736**

The Owner, FUMI, CO., LLC, a Washington Limited Liability Company, as GRANTOR, hereby grants and conveys to the OWNERS and FUTURE OWNERS of Lots ASP 1 and 4 of Amended Short Plat No. 2-2014, recorded August 18, 2017 under Auditor's File No. 20170005794, GRANTEES, an easement for ingress, egress, and utilities, over, under, and across a strip of land in the SW ¼ of the NW ¼ of Section 13, Township 36 North, Range 37 East, W.M. in Stevens County, Washington, said strip of land being 30.00 feet wide lying 15.00 feet on each side of the following described easement centerline:

Commencing at the West Quarter Corner of said Section 13; thence, along the North line of "COLUMBIA TERRACE," according to that map recorded in Book "C" of Plats, at Page 74, N 85°37'10" E 981.64 feet to the Northeasterly right of way line of that 100.00 foot wide Power Line easement described in Book 148 of Deeds, Page 588; thence leaving said North line and along said Easement right of way line N 38°50'02" W 384.50 feet to the Point of Beginning for this description; thence, leaving said right of way line S 43°36'39" W 100.88 feet; thence S 85°37'10" W 289.62 feet to the end of this description.

A circular notary seal for Kathie Lynne Walker, a Notary Public in the State of Washington. The seal features the text "KATHIE LYNNE WALKER" at the top, "COMMISSION EXPIRES" in the upper middle, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The expiration date "11.03.2020" is printed at the bottom center. The entire seal is enclosed in a decorative border of small dots.