

4461974

Indexed Recorded Compared Pages  
State of Washington, County of Stevens, ss.  
Filed MAR 25 1976 at 2:07 P.M.

at request of Trans-West Company  
2200 6th Avenue  
Seattle, Wa. 98121  
VIRGINIA M. JENSEN  
County Auditor  
*Virginia M. Jensen*  
Deputy

Notary Fee Filer  
\$9.00

LARCH MEADOWS

DECLARATION OF PROTECTIVE COVENANTS  
AND EASEMENTS

The undersigned, THE TRANS-WEST COMPANY, a Washington Corporation, is acquiring the Real Property legally described on the attached Schedule B. The undersigned plans to sell all of said Real Property in parcels 20 acres or larger in size. The purpose of this declaration is to establish certain protective covenants and easements to promote the orderly use and enjoyment of all of said Real Property, to protect and increase the property value thereof and otherwise to generally benefit all owners of said Real Property and the community at large. Therefore, the undersigned, in furtherance of such objectives, does hereby declare and establish the following covenants, restrictions, and easements appurtenant:

ARTICLES A - DEFINITIONS

1. As used herein the word or words:
  - (a) "Real Property" shall refer to all of the real property described on the attached Schedule B and any additions thereto, as are subject to this declaration or any supplemental declaration. Supplemental declarations of additional adjacent properties shall provide that said declarations are in accordance with the overall intent of this declaration and are subject to the same protective covenants, restrictions, easements, conditions and reservations as herein set forth.
  - (b) "Parcel" shall refer to any portion of the Real Property hereafter conveyed by Seller or by any Owner, regardless of size of Parcel.
  - (c) "Owner" shall refer to the holder of a fee simple interest in any parcel of the Real Property except for any parcel subject to a contract for the sale thereof, in which event "Owner" shall refer to the holder of the vendee's interest under such contract, all to the exclusion of any other interest in the Real Property. Such interests shall be determined by the public records of the county in which the parcel is located.
  - (d) "Seller" shall refer to THE TRANS-WEST COMPANY, a Washington Corporation.
  - (e) "Community Association" shall refer to any organization formed by the Owners as provided for herein.



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ARTICLES B - LAND USE RESTRICTIONS

1. Property Use - Parcels shall be used only for residential, recreational or agricultural purposes. Provided, however, a parcel may be used for commercial or other purposes if approval is given by the majority of the record owners of the real property, and does not violate existing law of the County or other governmental subdivision in which real property is situated.
2. Signs - Seller may place signs on any parcel that it owns or is authorized to resell for the owner. However, except for such signs, no sign of any kind shall be displayed on any parcel, except a professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale.
3. Parcel Maintenance - Each parcel and the external appearance of improvements thereon shall be maintained in a clean, neat and orderly condition and in good repair. No trash, junk, debris, equipment, cut growth, noxious odor or other waste shall be permitted to accumulate on any Parcel. No Parcel shall be used as to unreasonably interfere with the peaceful use or enjoyment of any other Parcel.
4. Completion of Improvements - The work of constructing, altering or repairing any structure shall be diligently prosecuted from its commencement until completion and, in any event, the exterior appearance thereof shall be completed within six (6) months after the commencement thereof.
5. Setback Requirements - All structures shall conform to the setback requirements established by the appropriate government authority of the County in which the real property is located.

ARTICLE C - EASEMENTS AND RESERVATIONS

1. Easements for Roads and Utilities - Seller does hereby declare and reserve sixty (60) foot wide non-exclusive private easements for ingress, egress, and utilities over and across the Real Property, said easements to be located as shown on the attached Schedule A. Centerline of each of said easement shall follow the centerline of each existing or proposed road as located on the attached Schedule A.
2. Relocation of Easements - In the event that Seller shall hereafter reasonably determine at any time or times, that it is not economically practical to construct a road suitable for vehicle use over and across any portion of the easements as located in accordance with paragraph 1, above, by reason of excessive grade, inadequate soil conditions, or other natural conditions, then Seller in its discretion may, by supplemental Declaration of Easement, relocate such portion or portions of the easements at such alternate location as Seller may determine is suitable to permit construction of such road on an economically practical basis; provided, that such relocated easement shall conform in each case as nearly as practically possible to the easements as in accordance with paragraph 1 above. Said right of relocation shall terminate five years from the date of this instrument.

3. Maintenance - Maintenance of the above described easements shall be the sole responsibility of the individual property Owners. This responsibility may be performed collectively by agreement of said Owners. Seller may, at its sole discretion and without waiving any of the foregoing, grade, make slopes for cuts and fills and the reasonable grading of roads constructed, and also make necessary provisions for drainage thereof.
4. Drainage and Utilities - Seller hereby declares and reserves easements for drainage and utilities purposes over and across a strip of land not to exceed ten feet in width along and abutting any or all of the exterior boundaries of each Parcel hereinafter conveyed by Seller.
5. Covenants Run with the Real Property - All of the easements declared herein shall be divisible, perpetual, and assignable, and shall be appurtenant to and run with the Real Property. Seller hereby reserves for itself, its personal representatives, agents and assigns, the right to the use and benefit of all of said easements and further hereby reserves the right to grant the use of said easements to all parties who now are or shall hereafter become Owners and to parties supplying utilities to any portion of the Real Property.
6. Road Dedication - The Owners of sixty-six (66) per cent or more in area of the Real Property shall have the right, power, and authority, by written declaration, to dedicate all or any part of any of the above-described easements to public use at any time.

**ARTICLE D**  
**OPTIONAL COMMUNITY ASSOCIATION**

1. Purpose of Community Association - At any time after Seller has sold one half of Real Property, or before if Seller shall agree in writing, the Owners may form a Community Association, which may have, among other things, for its purposes, the maintenance and development of roads, utilities systems and other common facilities, the establishment of recreational common areas and facilities, the enforcement of liens, covenants, restrictions and easements existing upon or created for the benefit of the parcels of real property, and the fostering of acquaintanceship and friendship among the owners.
2. Method of Formation - The Community Association formation may be initiated by one or more record owners. Said owner(s) will give thirty (30) days written notice to all other record owners by registered or certified mail. To those owners whose address is unknown, the last address registered with the respective County Treasurer or Comptroller in the County where the real property is situated (or such other person who is responsible for real estate tax notices) shall be used. The notice shall state that said owner(s) desire the formation of a Community Association. If two-thirds (2/3) of all the record owners voting in person or by proxy, at a meeting called for such purposes, vote in favor of a Community Association, the Association shall be established.
3. Dues and Assessments/Covenants - The Articles or equivalent document of the Community Association may provide for dues and assessments to finance the Association, if dues and assessments are provided for, the Articles shall

provide that delinquent dues and assessments shall constitute a lien upon the parcel(s) of real property owned by the delinquent member of the Association. Upon recording, the Articles or equivalent document will be considered protective covenants having the same force and effect as the other provisions herein and shall be binding upon all record owners.

ARTICLE E - MISCELLANEOUS

1. Duration of Covenants - All provisions of Article B of this instrument shall remain in full force and effect for a period of ten years from the date of recording this instrument and thereafter until amended, changed, revoked or terminated in whole or in part by the following process. An instrument entitled Declaration of Amendment shall be recorded with the Auditor of the appropriate County, which Declaration shall contain all amendments and modifications hereto and which shall only be recorded upon approval of two-thirds (2/3) of the owners by vote at a meeting called for such purpose. All other provisions of Articles contained herein shall remain in full force and effect until amended, changed, revoked or terminated in whole or in part by the same process as set forth above for Article B.
2. Heirs, Assigns, Personal Representatives and Successors in Interest Bound - Unless and until amended, changed, revoked or terminated as above provided, the provisions hereof shall remain in full force and effect as covenants, restrictions, easements, rights, liens, and encumbrances running with the land and binding upon the real property and any all parts thereof, the parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Real Property shall constitute an agreement by any person, firm, or corporation accepting such an interest, that they and each of them shall be bound by and subject to the provisions of this instrument.
3. Severability - In the event that any provision hereof shall be declared invalid or unenforceable by any court of competent jurisdiction, no other provision shall be affected thereby and the remaining provisions shall remain in full force and effect.
4. Waiver - No waiver of a breach of any provision shall constitute a waiver of a subsequent breach of the same provision or of any other provision.
5. Legal Process - The parties in interest in and to any part of the Real Property, and each of them, shall have the right and authority to enforce the provisions hereof and in addition to any other remedy for damages or otherwise, shall have the right and authority to enforce the provisions hereof and the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall recover a reasonable sum as attorney's fees and the costs of the action including reasonable costs of searching and abstracting the public records which sums shall be paid by the unsuccessful party.

DATED THIS 25th day of March, 1976.

THE TRANS-WEST COMPANY

By George A. Smith  
President

By Ilene A. Pillon  
Asst. Secretary

STATE OF WASHINGTON )  
County of King ) ss

On this 25th day of March, 1976, before me personally appeared GEORGE A. SMITH and ILENE A. PILLON, to me known to be the President and Assistant Secretary, respectively, of THE TRANS-WEST COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



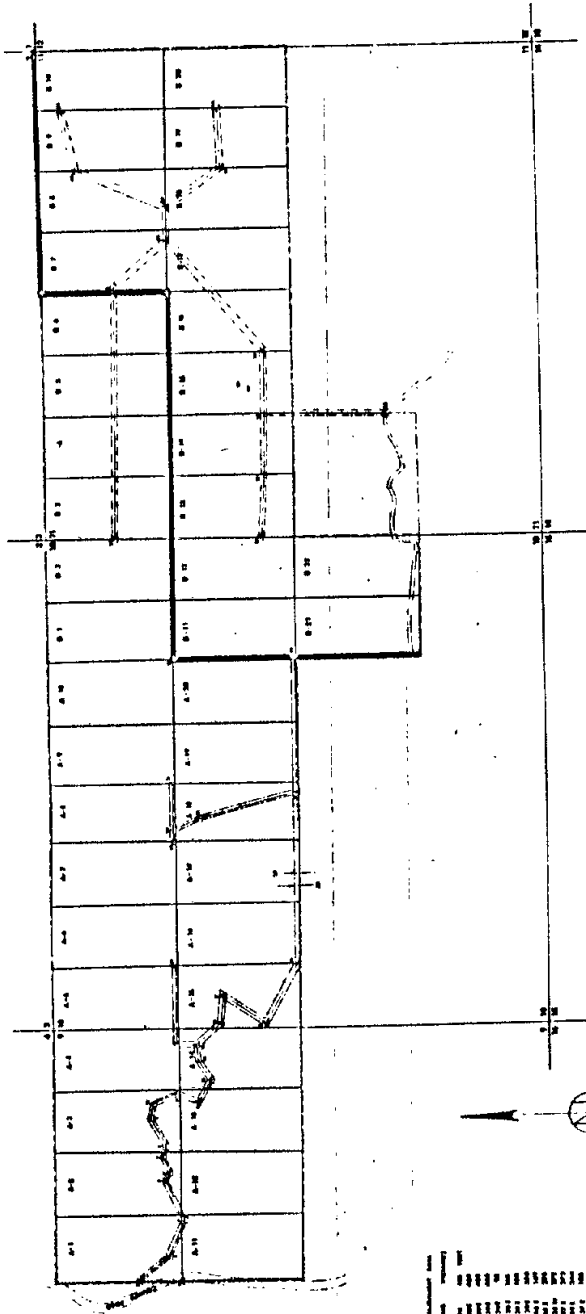
Marvin A. Robinson  
Notary Public in and for the  
State of WA, residing at



# HI-VALLEY

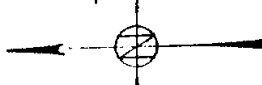
SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

# LARCH MEADOWS SCHEDULE A



# LARCH MEADOWS PARCEL A

SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN TO SHOW THE GENERAL LAYOUT OF THE LOTS AND THE LOCATION OF THE LOTS. THE LOTS ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN TO SHOW THE GENERAL LAYOUT OF THE LOTS AND THE LOCATION OF THE LOTS.

Lot No.	Area (Acres)	Dimensions (Feet)
0.1	0.10	100 x 100
0.2	0.10	100 x 100
0.3	0.10	100 x 100
0.4	0.10	100 x 100
0.5	0.10	100 x 100
0.6	0.10	100 x 100
0.7	0.10	100 x 100
0.8	0.10	100 x 100
0.9	0.10	100 x 100
0.10	0.10	100 x 100
0.11	0.10	100 x 100
0.12	0.10	100 x 100
0.13	0.10	100 x 100
0.14	0.10	100 x 100
0.15	0.10	100 x 100
0.16	0.10	100 x 100
0.17	0.10	100 x 100
0.18	0.10	100 x 100
0.19	0.10	100 x 100
0.20	0.10	100 x 100
0.21	0.10	100 x 100
0.22	0.10	100 x 100
0.23	0.10	100 x 100
0.24	0.10	100 x 100
0.25	0.10	100 x 100
0.26	0.10	100 x 100
0.27	0.10	100 x 100
0.28	0.10	100 x 100
0.29	0.10	100 x 100
0.30	0.10	100 x 100
0.31	0.10	100 x 100
0.32	0.10	100 x 100
0.33	0.10	100 x 100
0.34	0.10	100 x 100
0.35	0.10	100 x 100
0.36	0.10	100 x 100

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LARCH MEADOWS

SCHEDULE B

The SE $\frac{1}{4}$  of NE $\frac{1}{4}$  and the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 10, Township 34 North, Range 38 East, W.M., in Stevens County, Washington. The NE $\frac{1}{4}$  and the S $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 11, Township 34 North, Range 38 East, W.M. Government Lots 2, 3, 4, and the SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , the E $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 7, Township 32 North, Range 40 East, W.M. in Stevens County, Washington.

SUBJECT TO easements, restrictions and reservations of record.