

Indexed Recorded Compared Page
 State of Washington, County of Stevens. ss
 Filed JUL 28 1972 at 2:08 P.M. 413818
 Recorded in 219 of Deeds Page LARCH MEADOWS
 at request of Stevens County Title Company

BEA W. HESLOTTE
 County Auditor
Bea W. Heslotte
 Deputy
 Mail to: Trans-West Company
 The Denny Bldg. - 2200 6th.
 Seattle, Washington 98121

\$8.00
**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 to purchasers for recreation or residential use. 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 for said purposes, 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.
 - (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.

ARTICLES B - LAND USE RESTRICTIONS

1. No Parcel shall be used for any commercial purpose or for any use other than residential, recreational or agricultural purposes, without the approval of the County Planning Commission, or equivalent body, of the County in which the Real Property is situated.
2. No sign of any kind shall be displayed on any Parcel except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or signs used by Seller to advertise the property for sale.
3. To preserve the natural environment, trees shall not be cut, topped, destroyed or removed from the Real Property except as absolutely necessary to permit construction of roads, houses or other improvements, including personal agricultural use.

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Revocation of Declaration of Protective Covenants and Easements

*Filed Dec. 10, 1973
 See Book 2 Page 149*

4. 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.

5. 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.

6. No structure or improvement other than fences and roads shall be constructed or placed nearer than 25 feet from any boundary line of any Parcel except as approved by Seller.

ARTICLE C - EASEMENTS AND RESERVATIONS

1. 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 B. center line of each of said easements shall follow the center line of each existing or proposed road as located on the attached Schedule B...

2. In the event that Seller shall hereafter reasonably determine at any time or times, that it is not economically practical to construct and maintain a road suitable for passenger car 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 and maintenance 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. In addition to the easements set forth in paragraphs 1 and 2 above, Seller hereby declares and reserves the right to make slopes for cuts and fills in the reasonable grading of all roads constructed over and across the above-described easements and to make necessary provisions for drainage thereof.

4. 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. 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

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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. 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 - MISCELLANEOUS

1. 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 of this instrument and thereafter until amended, changed, revoked or terminated in whole or part by written instrument signed by Owners of a majority in area of the Real Property.

2. 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 and 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. 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. 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.

4. 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 in addition to any other remedy for damages or otherwise, shall have 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 reasonable costs of searching and abstracting the public records which sums shall be paid by the unsuccessful party.

DATED this 14 day of July, 1972.

THE TRANS-WEST COMPANY

By George A. Smith
President

By Catherine A. Johnson
Asst - Secretary

STATE OF Washington
County of King

On this 14th day of JULY, 1972, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn personally appeared GEORGE A. SMITH and CATHERINE A. JOHNSON to me known to be the President and ASSISTANT Secretary, respectively, of THE TRANS-WEST COMPANY the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

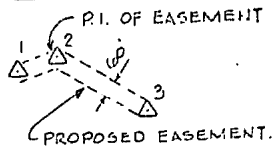
Donald A. Bailey
Notary Public in and for the State of
Washington
residing at Everett



413808

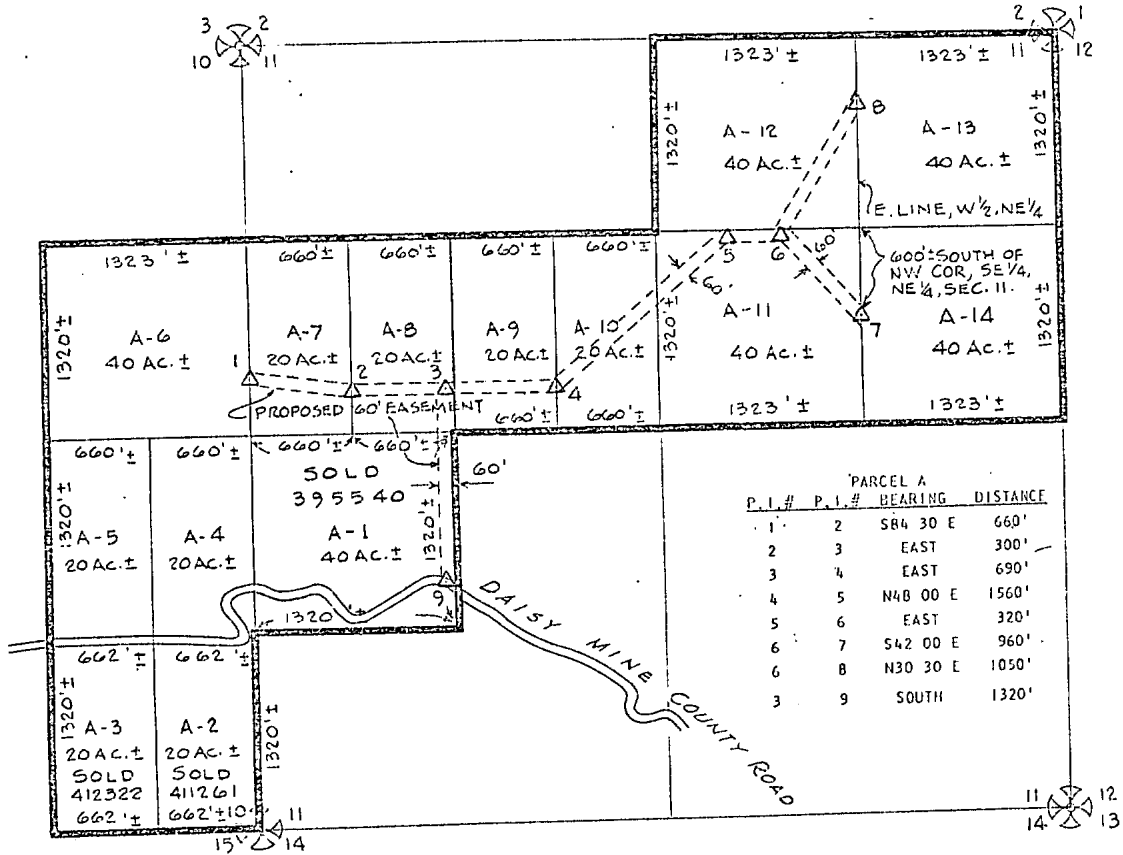
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LEGEND



LARCH MEADOWS

SCHEDULE B



T34N., R38 E., W. M.
STEVENS COUNTY, WASH.

NOTE:

THIS DRAWING IS FOR ORIENTATION PURPOSES ONLY.
IT IS NOT INTENDED TO INFER THAT A FIELD SURVEY
OF THE PARCEL BOUNDARIES, ROADS OR EASEMENTS HAS
BEEN MADE, AND NO LIABILITY IS ASSUMED FOR
VARIATIONS IN DIMENSIONS, ACREAGES AND LOCATION.

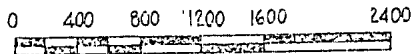
PARCEL A

PREPARED BY

SEIFERT FORBES & BERRY

ARCHITECTS - PLANNERS - ENGINEERS

TACOMA, WASHINGTON

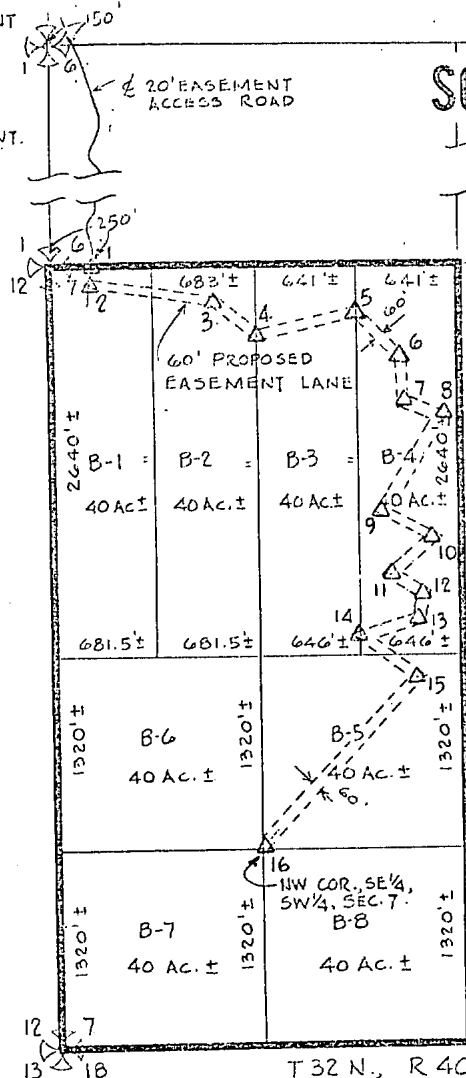
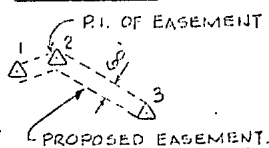


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LARCH MEADOWS

LEGEND



SCHEDULE B

EASEMENT ALIGNMENT DATA

PARCEL B			
P. I. #	P. I. #	BEARING	DISTANCE
1	2	SOUTH	150'
2	3	S79 00' E	800'
3	4	S47 30' E	360'
4	5	N75 00' E	680'
5	6	S42 30' E	420'
6	7	SOUTH	300'
7	8	S67 00' E	300'
8	9	S30 30' W	700'
9	10	S62 00' E	400'
10	11	S47 00' W	400'
11	12	S60 00' E	300'
12	13	S11 00' W	200'
13	14	S76 00' W	400'
14	15	S53 00' E	420'
15	16	S41 30' W	1500'

T32 N., R40 E., W. M.
STEVENS COUNTY, WASH.

NOTE:

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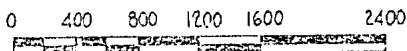
PARCEL B

PREPARED BY

SEIFERT FORBES & BERRY

ARCHITECTS - PLANNERS - ENGINEERS

TACOMA, WASHINGTON



LARCH MEADOWS
SCHEDULE B

LEGAL DESCRIPTION:

PARCEL A:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
AND THE EAST HALF OF THE SOUTHEAST QUARTER OF
SECTION 10; THE NORTHEAST QUARTER, THE SOUTH
HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11,
ALL IN TOWNSHIP 34 NORTH, RANGE 38 EAST,
WILLAMETTE MERIDIAN, IN STEVENS COUNTY, WASHINGTON.

EXCEPT COUNTY ROAD RIGHT-OF-WAY.

PARCEL B:

GOVERNMENT LOTS 1, 2, 3 AND 4 AND THE EAST HALF
OF THE WEST HALF OF SECTION 7, TOWNSHIP 32 NORTH,
RANGE 40 EAST, WILLAMETTE MERIDIAN, IN STEVENS
COUNTY, WASHINGTON.

TOGETHER WITH EASEMENT ACCESS AS RECORDED UNDER
AUDITOR'S FILE NO. 381977.

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