

446196

Recorded Washington, County of Stevens, ss.
MAR 12 1966 at 2:00 P.M.

at request of The Trans-West Company
2200 6th Avenue
Seattle, Wa. 98121

VIRGINIA M. J. Deputy
County Auditor *Virginia M. J. [Signature]*
Deputy

NET Fee Filer SILVER BIT RANCH
\$12.00

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. 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.

SCHEDULE B

PARCEL A:

In Township 29 North, Range 39 East, W. M., in Stevens County, Washington.

- Section 3: The South $\frac{1}{2}$; that part of Government Lot 4 lying west of Cool Change in Tedrow Road; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; that portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ included in the following description: Beginning at the West $\frac{1}{4}$ corner of said Section 3; thence North 40 feet; thence North $83^{\circ}30'$ East 429 feet and 8 inches; thence North 75° East 296 feet; thence North 71° East 734 feet; thence North $29^{\circ}30'$ East 362 feet; thence South $52^{\circ}30'$ East 573 feet; thence South 66° East 406 feet; thence South 77° East 866 feet to the centerline between the North and South halves of said Section 3; thence West 3211 feet to the point of beginning. EXCEPT the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 3.
- Section 9: The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, the East $\frac{3}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.
- Section 10: The North $\frac{1}{2}$, the Southwest $\frac{1}{4}$.
- Section 15: The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$, the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.
- Section 16: The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the East $\frac{3}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

In Township 30 North, Range 39 East, W. M., in Stevens County, Washington.

- Section 33: The Northeast $\frac{1}{4}$, the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, the South $\frac{1}{2}$.

PARCEL B:

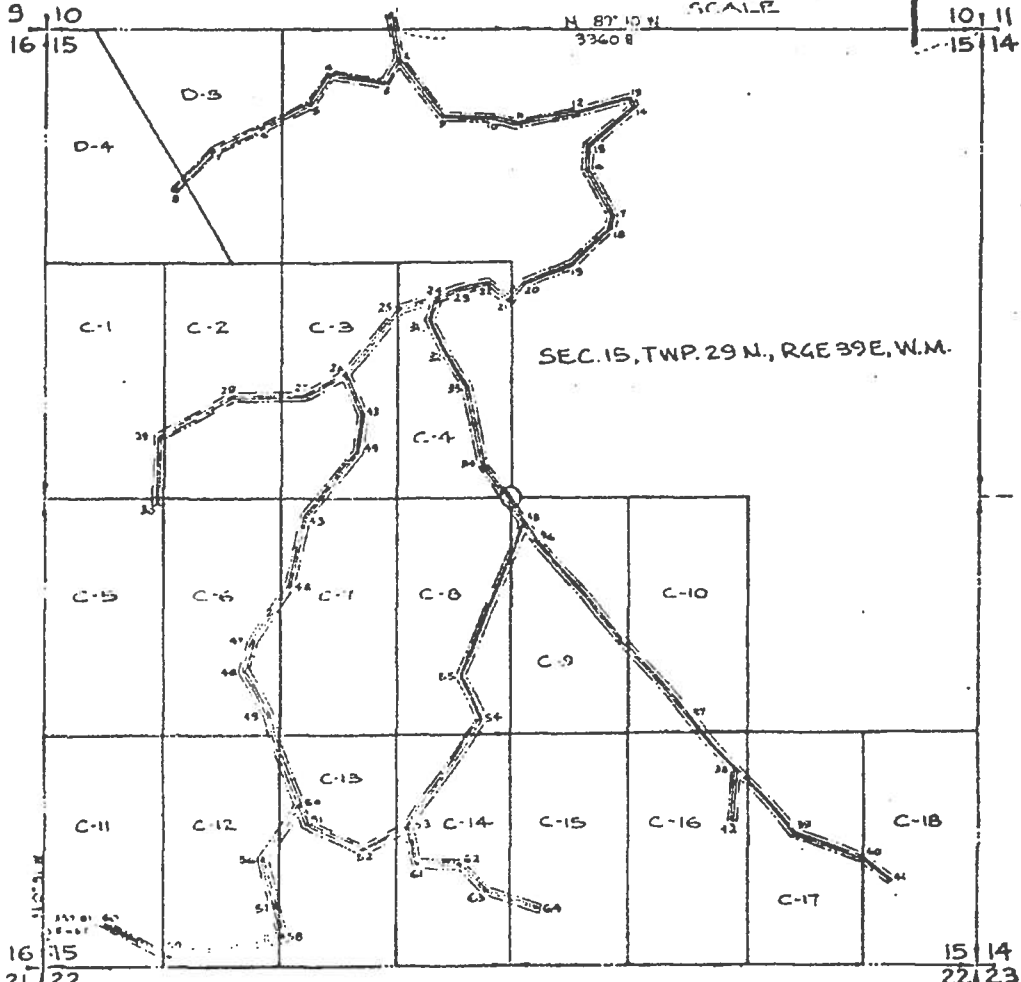
In Township 29 North, Range 39 East, W. M., in Stevens County, Washington.

- Section 3: That part of Government Lot 3 lying West of Cool Change in Tedrow Road; that part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ lying South of C. H. Tedrow Road No. 1118, EXCEPT that portion thereof included in the following metes and bounds description: Beginning at the West $\frac{1}{4}$ corner of said Section 3; thence North 40 feet; thence North $83^{\circ}30'$ East 429 feet and 8 inches; thence North 75° East 296 feet; thence North 71° East 734 feet; thence North $29^{\circ}30'$ East 362 feet; thence South $52^{\circ}30'$ East 573 feet; thence South 66° East 406 feet; thence South 77° East 866 feet to the centerline between the North and South halves of said Section 3; thence West 3211 feet to the point of beginning.

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CASCADE SURVEYING & ENGINEERING, INC. 41619

NOTE: ALL ROAD EASEMENTS ARE 60 FT. WIDE

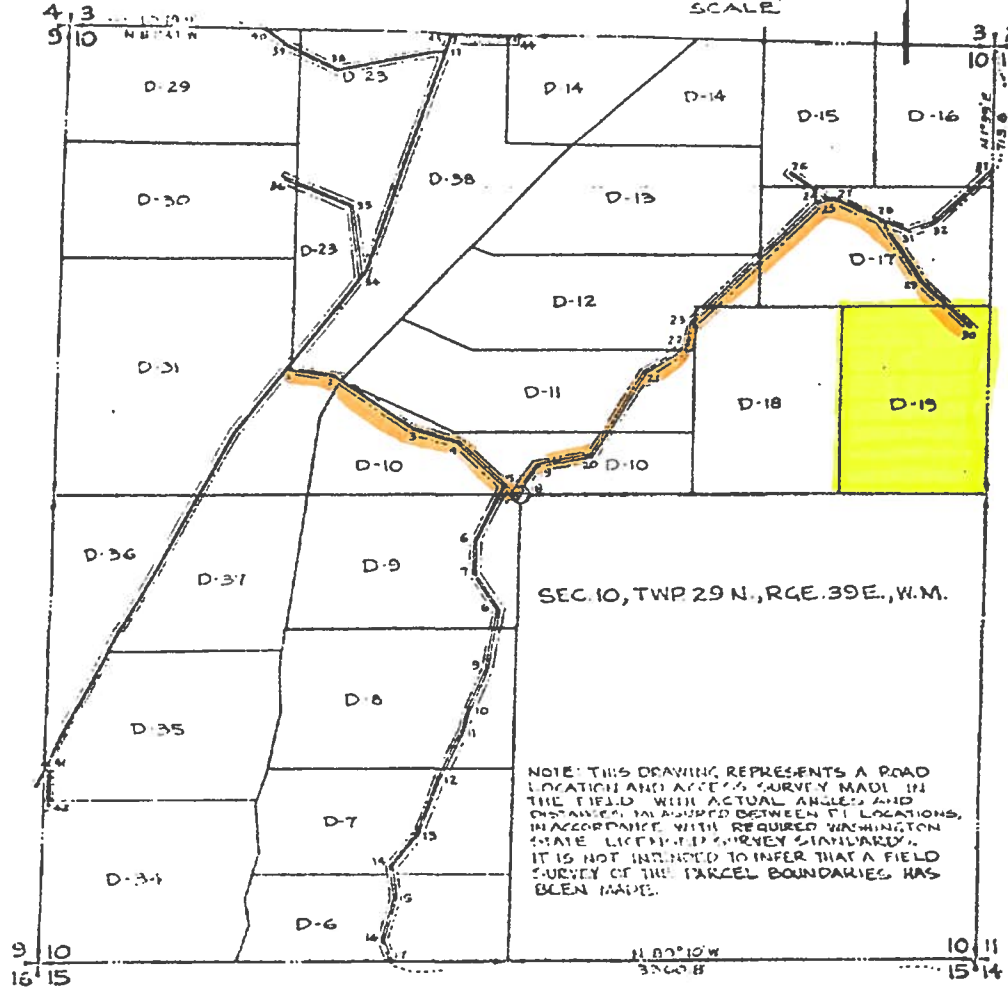
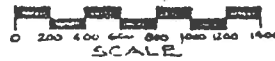


P.I.	S.P.	BEARING	DIST.	P.I.	S.P.	BEARING	DIST.	P.I.	S.P.	BEARING	DIST.
1	2	S 72° 10' W	257.2	26	27	S 72° 10' W	269.4	51	52	S 72° 10' E	343.7
2	3	S 45° 17' W	157.8	27	28	S 89° 59' W	414.0	52	53	N 60° 16' E	278.5
3	4	N 87° 10' E	307.0	28	29	S 72° 10' W	414.0	53	54	N 60° 16' W	764.7
4	5	S 45° 17' W	191.2	29	30	S 72° 10' W	370.0	54	55	N 72° 10' E	248.5
5	6	S 45° 17' W	408.0	30	31	N 87° 10' W	153.8	55	56	N 72° 10' E	923.6
6	7	S 45° 17' W	300.0	31	32	N 87° 10' W	204.0	56	57	S 72° 10' W	364.0
7	8	S 45° 17' W	442.2	32	33	N 72° 10' E	275.4	57	58	S 72° 10' E	272.7
8	9	S 45° 17' W	140.1	33	34	S 72° 10' E	447.1	58	59	S 72° 10' W	119.1
9	10	S 45° 17' W	287.3	34	35	S 72° 10' E	405.5	59	60	S 72° 10' W	639.7
10	11	S 72° 10' E	179.0	35	36	S 72° 10' E	179.0	60	61	N 60° 16' W	460.0
11	12	N 72° 10' E	344.2	36	37	S 45° 17' W	179.0	61	62	S 72° 10' E	299.2
12	13	N 72° 10' E	201.9	37	38	S 45° 17' W	400.3	62	63	N 72° 10' E	751.3
13	14	S 45° 17' W	378	38	39	S 45° 17' E	411.5	63	64	S 45° 17' E	207.5
14	15	S 45° 17' W	352.2	39	40	S 72° 10' E	400.0	64	65	S 45° 17' E	300.0
15	16	S 45° 17' W	132.4	40	41	S 72° 10' W	300.0				
16	17	S 72° 10' E	296.4	41	42	S 72° 10' W	300.0				
17	18	S 72° 10' W	677.7	42	43	S 72° 10' W	300.0				
18	19	S 45° 17' W	284.1	43	44	S 72° 10' W	201.4				
19	20	S 45° 17' W	200.0	44	45	S 72° 10' W	484.8				
20	21	S 45° 17' W	175.1	45	46	S 72° 10' W	484.8				
21	22	N 72° 10' W	149.2	46	47	S 72° 10' W	378.0				
22	23	S 72° 10' W	125.3	47	48	S 72° 10' W	170.1				
23	24	S 72° 10' W	121.0	48	49	S 72° 10' E	295.3				
24	25	S 72° 10' W	235.0	49	50	S 72° 10' E	570.2				
25	26	S 72° 10' W	479.5	50	51	S 72° 10' E	123.1				

NOTE: THIS DRAWING REPRESENTS A ROAD LOCATION AND ACCESS SURVEY MADE IN THE FIELD WITH ACTUAL ANGLES AND DISTANCES MEASURED BETWEEN P.I. LOCATIONS, IN ACCORDANCE WITH REQUIRED WASHINGTON STATE LICENSED SURVEY STANDARDS. IT IS NOT INTENT TO IMPLY THAT A FIELD SURVEY OF THE PARCEL BOUNDARIES HAS BEEN MADE.

CASCADE SURVEYING & ENGINEERING, INC. 446196

NOTE ALL ROAD EASEMENTS ARE 60 FT WIDE



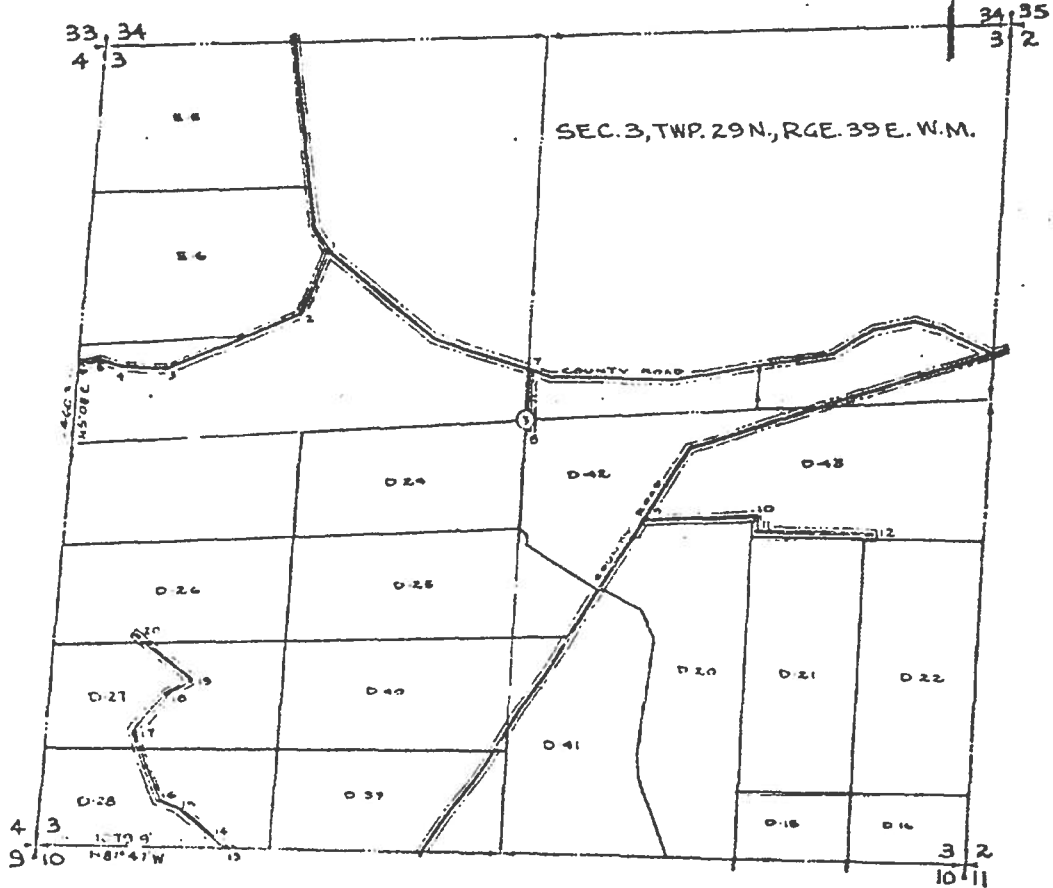
SEC. 10, TWP. 29 N., RGE. 39 E., W.M.

NOTE: THIS DRAWING REPRESENTS A ROAD LOCATION AND ACCESS SURVEY MADE IN THE FIELD WITH ACTUAL ANGLES AND DISTANCES MEASURED BETWEEN PI LOCATIONS, IN ACCORDANCE WITH REQUIRED WASHINGTON STATE LICENSED SURVEY STANDARDS. IT IS NOT INTENDED TO INFER THAT A FIELD SURVEY OF THE PARCEL BOUNDARIES HAS BEEN MADE.

PI #	PI #	BEARING	DISTANCE	PI #	PI #	BEARING	DISTANCE	PI #	PI #	BEARING	DISTANCE
1	2	S00°00'E	272.4	15	16	S10°25'W	254.8	29	30	S51°54'E	375.6
2	3	S43°22'E	707.9	16	17	S20°00'E	158.0	30	31	S67°39'E	168.4
3	4	S72°25'E	288.0	17	18	S45°58'E	215.1	31	32	N75°18'E	156.1
4	5	S44°56'E	160.4	18	19	N45°38'E	218.5	32	33	N49°01'E	426.3
5	6	S38°09'W	137.2	19	20	N80°31'E	311.0	33	34	N10°56'W	414.4
6	7	N2°14'W	181.7	20	21	N33°46'E	567.3	34	35	N72°26'W	400.0
7	8	S5°49'E	251.3	21	22	N18°46'E	280.3	35	36	S81°09'W	626.2
8	9	S10°35'W	320.3	22	23	N12°25'E	131.9	36	37	N63°24'W	325.4
9	10	S23°35'W	261.7	23	24	N42°20'E	680.0	37	38	N54°36'W	168.2
10	11	S13°27'W	174.1	24	25	N78°56'E	55.3	38	39	S04°22'W	250.0
11	12	S29°41'W	215.9	25	26	N00°00'W	250.0	39	40	S67°47'E	375.0
12	13	S19°18'W	133.6	26	27	N10°56'E	40.00				
13	14	S41°19'W	227.2	27	28	S25°38'E	284.3				
14	15	S7°33'E	173.5	28	29	S37°16'E	418.4				

CASCADE SURVEYING & ENGINEERING, INC. 446196

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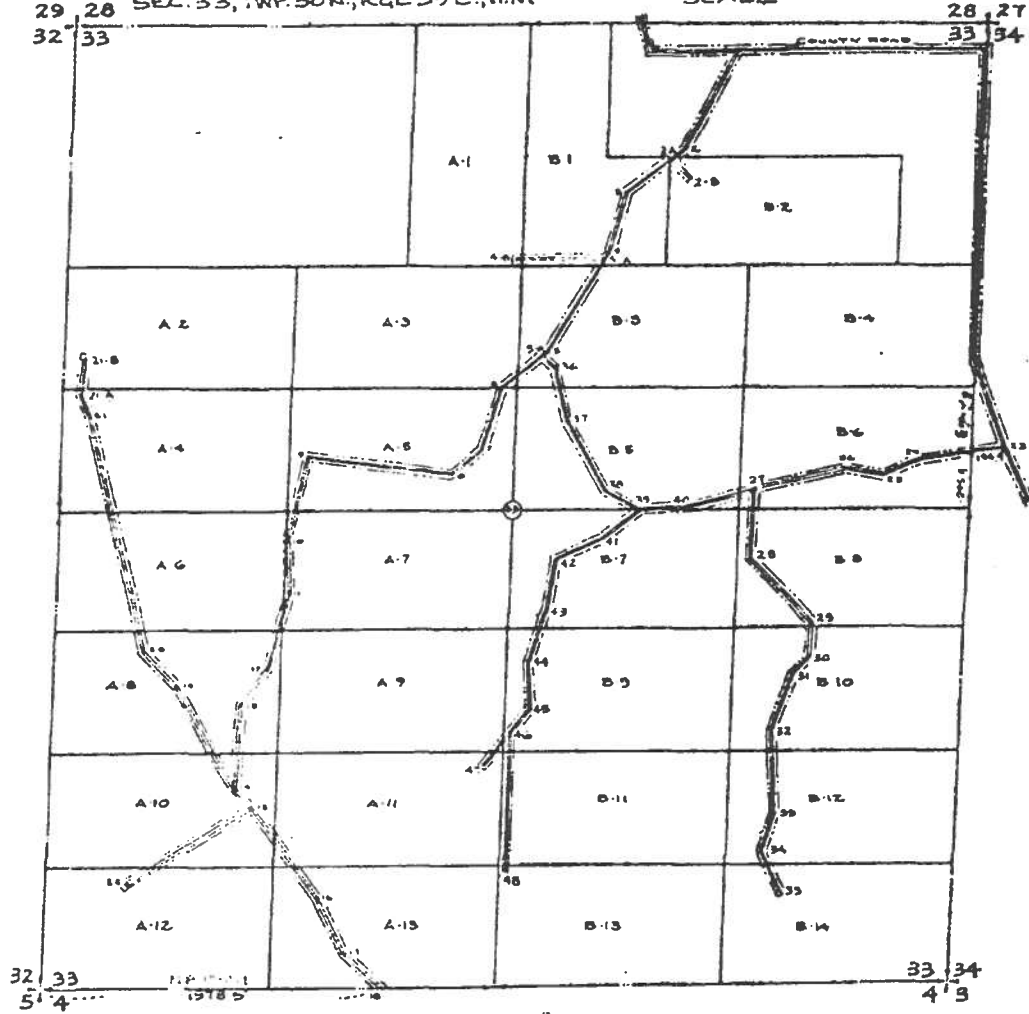
P.L.	P.I.	BEARING	LENGTH
1	2	S 23° 41' W	365.3
2	3	S 61° 26' W	108.9
3	4	N 81° 13' W	274.0
4	5	N 72° 21' W	120.0
5	6	S 81° 10' W	123.1
6	7	S 7° 44' W	400.0
7	8	S 61° 45' E	682.0
8	9	S 60° 10' W	918.7
9	10	S 81° 11' E	680.0
10	11	S 81° 11' E	680.0
11	12	N 54° 11' E	102.1
12	13	N 54° 11' W	102.1
13	14	N 47° 53' W	241.8
14	15	N 0° 01' W	185.9
15	16	N 21° 57' W	415.4
16	17	N 41° 46' L	709.5
17	18	N 37° 45' E	163.9
18	19	N 51° 40' W	400.0

NOTE: THIS DRAWING REPRESENTS A ROAD LOCATION AND ACCESS SURVEY MADE IN THE FIELD WITH ACTUAL ANGLES AND DISTANCES MEASURED BETWEEN PI LOCATIONS, IN ACCORDANCE WITH REQUIRED WASHINGTON STATE, LICENSED SURVEY STANDARDS. IT IS NOT INTENDED TO IMPLY THAT A FIELD SURVEY OF THE PARCEL BOUNDARIES HAS BEEN MADE.

CASCADE SURVEYING & ENGINEERING, INC. 44619

NOTE: ALL ROAD EASEMENTS ARE 60 FT. WIDE.

29 28 SEC. 33, TWP. 30N., R4E 39E., W.M.

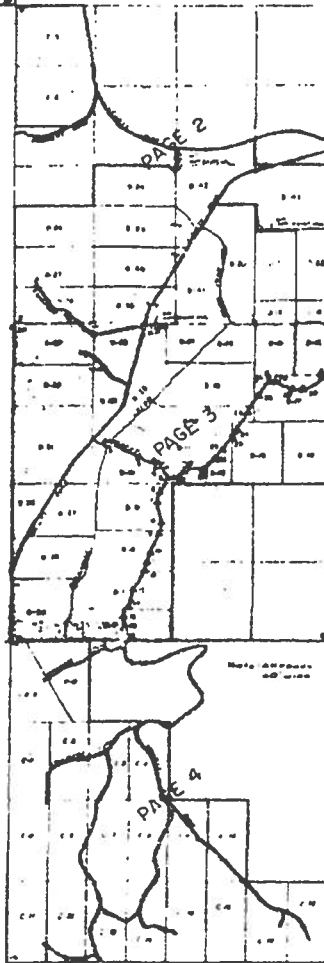
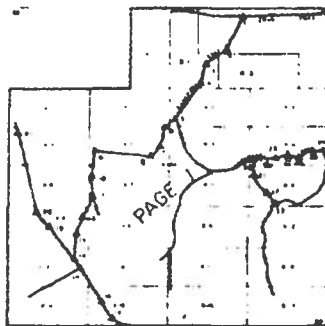


P1	P2	BEARING	DIST	P1	P2	BEARING	DIST
1	2	S 25° 14' W	189.7	24	25	S 42° 14' W	218.9
2	3	S 45° 14' W	414.0	25	26	N 11° 01' W	219.5
3	4	S 51° 30' W	318.2	26	27	S 77° 41' W	525.3
4	5	S 51° 30' W	639.5	27	28	S 77° 41' W	394.3
5	6	S 51° 49' W	541.7	28	29	N 10° 18' E	460.0
6	7	S 18° 59' W	433.8	29	30	S 42° 00' E	190.0
7	8	S 10° 29' W	765.0	30	31	S 42° 00' E	517.0
8	9	N 10° 01' W	811.0	31	32	S 20° 08' W	182.0
9	10	S 13° 49' W	478.9	32	33	S 1° 32' E	135.2
10	11	S 1° 00' W	923.7	33	34	S 17° 30' W	355.8
11	12	S 5° 24' W	401.1	34	35	S 17° 30' W	481.2
12	13	S 5° 24' W	267.3	35	36	S 17° 30' W	223.9
13	14	S 5° 32' W	421.3	36	37	S 20° 45' E	260.0
14	15	S 5° 32' W	842.6	37	38	S 47° 31' E	93.0
15	16	S 5° 32' W	421.3	38	39	S 13° 14' E	265.5
16	17	S 20° 45' E	344.3	39	40	S 27° 50' E	437.2
17	18	S 48° 02' E	786.2	40	41	S 27° 50' E	232.5
18	19	N 33° 18' W	144.2	41	42	N 87° 39' E	243.8
19	20	N 43° 42' W	777.9	42	43	N 72° 22' E	401.1
20	21	N 14° 16' W	1387.3	43	44	S 52° 01' W	260.9
21	22	S 48° 01' W	823.0	44	45	S 17° 44' W	780.5
22	23	S 02° 14' W	497.8	45	46	S 0° 50' W	366.7

P1	P2	BEARING	DIST
45	46	S 17° 44' W	292.1
46	47	S 17° 44' W	273.4
47	48	S 41° 17' W	175.0
48	49	S 27° 17' W	225.0
49	50	S 12° 00' W	800.0
50	51	N 12° 00' E	115.0
51	52	N 12° 00' E	200.0

NOTE: THIS DRAWING REPRESENTS A ROAD LOCATION AND AGENCY SURVEY MADE IN THE FIELD WITH ACTUAL ANGLES AND DISTANCES MEASURED BETWEEN POINTS, IN ACCORDANCE WITH REGULATED WASHINGTON STATE LICENSED SURVEY STANDARDS. IT IS NOT INTENDED TO INFER THAT A FIELD SURVEY OF THE PARCEL BOUNDARIES HAS BEEN MADE.

SCHEDULE A



SILVERBIT
 FOR
 TRANS-WEST COMPANY



CASCADE SURVEYING & ENGINEERING, INC.
 PO BOX 326 435-3551
 ARLINGTON, WA 98223