

Ferry County, WA
Pg#12
STEPHEN GRAY

Dianna Galvan,
Auditor

0276543

04/15/2010 12:11 PM



Return to:

Stephen Gray
3293 China Bend Rd.
Kettle Falls, WA. 99141

Document Title(s) (or transactions contained therein):

Protective Covenants & Restrictions Highlands Ranch
ESTATES

Reference Number(s) of Documents Assigned or Released:

(On page _____ of document(s))

AFN 269582

Grantor(s) (Last name first, then first name and initials)

Highlands Ranch Estates
Maqqie Flats short plat
Highlands Ranch Estates 1
Highlands Ranch Estates 2

Grantee(s) (Last name first, then first name and initials)

the public

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

SE 1/4 of the NW 1/4 of Section 17, T2N 37 N, Range 37E W1W
situate in Ferry County, State of WA.

Additional legal is on page 10-11-12 of document.

Assessor's Property Tax Parcel/Account Number

7-37-17-24-0001D-00

Additional Parcel Numbers on page 10-11-12 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Requestor Signature

Stephen Gray

AMENDMENT TO PROTECTIVE COVENANTS

Recorded August 23, 2007 AFN 269582

Section 2: Building Construction and Landscaping Restriction

A. Manufactured homes will be allowed so long as they are new, double wide, have a minimum 2000 sq. ft and 3x12 roof pitch. Triple wides will be allowed with minimum 2.66 roof pitch, minimum 2000 sq.ft. Each residence shall contain at least 2000 sq.ft. of interior space, exclusive of open decks, garages, covered carports, sheds and other outbuildings. Exteriors must be in compliance with section (D).

B. 2000 sq. ft. minimum. For stick built or log home.

Signed this 7th of April 2010.

Leonard A. Schreven _____

Tamara J. Schreven _____

Christopher Whitten _____

Kelly Whitten _____

Stephen R. and Sally L. Gray Living Trust

Stephen R. Gray, Trustee _____

Sally L. Gray, Trustee _____

Michael T. Gray _____

Janelle Gray _____

Janelle

Nicolas Matulich _____

Diane Matulich _____

State of Washington
County of DC

SS

On this 7 day of April, 2010 before me, the the undersigned, a Notary Public in and for the state of DC, duly commissioned and sworn, personally appeared Michael T. Gray to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certified first written above.



Jessica Higgins
NOTARY PUBLIC in and for the State of
DC

Residing in VA
My commission expires 3-31-2014

State of Washington
County of DC

SS

On this 7 day of April, 2010 before me, the the undersigned, a Notary Public in and for the state of DC, duly commissioned and sworn, personally appeared Janelle Gray to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certified first written above.



Jessica Higgins
NOTARY PUBLIC in and for the State of
DC

Residing in VA
My commission expires 3-31-2014

AMENDMENT TO PROTECTIVE COVENANTS

Recorded August 23, 2007 AFN 269582

Section 2: Building Construction and Landscaping Restriction

A. Manufactured homes will be allowed so long as they are new, double wide, have a minimum 2000 sq. ft and 3x12 roof pitch. Triple wides will be allowed with minimum 2.66 roof pitch, minimum 2000 sq.ft. Each residence shall contain at least 2000 sq.ft. of interior space, exclusive of open decks, garages, covered carports, sheds and other outbuildings. Exteriors must be in compliance with section (D).

B. 2000 sq. ft. minimum. For stick built or log home.

Signed this 5 of April 2010.

Leonard A. Schreven _____

Tamara J. Schreven _____

Christopher Whitten _____

Kelly Whitten _____

Stephen R. and Sally L Gray Living Trust

Stephen R. Gray, Trustee Stephen R. Gray, Trustee

Sally L. Gray, Trustee Sally L. Gray, Trustee

Michael T. Gray _____

Jenelle Gray _____

Nicolas Matulich _____

Diane Matulich _____

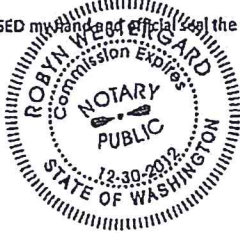
State of Washington)

SS

County of Stevens)

On this 5 day of April 2010 before me, the the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Stephen & Sally Gray to me known to be the Individual described in and who executed the within Instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certificated first written above.



[Signature]
NOTARY PUBLIC in and for the State of
Washington
Residing in Stevens County
My commission expires 12-30-2012

State of _____)

SS

County of _____)

On this _____ day of _____ 2010 before me, the the undersigned, a Notary Public in and for the state of _____, duly commissioned and sworn, personally appeared _____ to me known to be the Individual described in and who executed the within Instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certificated first written above.

NOTARY PUBLIC in and for the State of

Residing in _____
My commission expires _____

AMENDMENT TO PROTECTIVE COVENANTS

Recorded August 23, 2007 AFN 269582

Section 2: Building Construction and Landscaping Restriction

A. Manufactured homes will be allowed so long as they are new, double wide, have a minimum 2000 sq. ft and 3x12 roof pitch. Triple wides will be allowed with minimum 2.66 roof pitch, minimum 2000 sq.ft. Each residence shall contain at least 2000 sq.ft. of interior space, exclusive of open decks, garages, covered carports, sheds and other outbuildings. Exteriors must be in compliance with section (D).

B. 2000 sq. ft. minimum. For stick built or log home.

Signed this 19 of March 2010.

Leonard A. Schreven (See below by Tamara J. Schreven) POA
Tamara J. Schreven (See below)

Christopher Whitten _____

Kelly Whitten _____

Stephen R. and Sally L. Gray Living Trust

Stephen R. Gray, Trustee _____

Sally L. Gray, Trustee _____

Michael T. Gray _____

Jenelle Gray _____

Nicolas Matullch _____

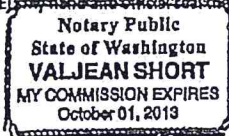
Diane Matullch _____

State of Washington
County of STEVENSON

SS

On this 19 day of March 2010 before me, the the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Tamara Schirra to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certificated first written above.



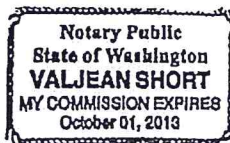
Valjean Short
NOTARY PUBLIC in and for the State of
Washington
Residing in WA
My commission expires Oct 1, 2013

State of Washington
County of STEVENSON

SS

On this 19 day of March 2010 before me, the the undersigned, a Notary Public in and for the state of POA, duly commissioned and sworn, personally appeared Leo Schirra / Tamara Schirra to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certificated first written above.



Valjean Short
NOTARY PUBLIC in and for the State of
Washington
Residing in WA
My commission expires Oct 1, 2013

AMENDMENT TO PROTECTIVE COVENANTS

Recorded August 23, 2007 AFN 269582

Section 2: Building Construction and Landscaping Restriction

A. Manufactured homes will be allowed so long as they are new, double wide, have a minimum 2000 sq. ft and 3x12 roof pitch. Triple wides will be allowed with minimum 2.66 roof pitch, minimum 2000 sq.ft. Each residence shall contain at least 2000 sq.ft. of interior space, exclusive of open decks, garages, covered carports, sheds and other outbuildings. Exteriors must be in compliance with section (D).

B. 2000 sq. ft. minimum. For stick built or log home.

Signed this 18th of March 2010.

Leonard A. Schreven _____

Tamara J. Schreven _____

Christopher Whitten Christopher Whitten

Kelly Whitten Kelly Whitten

Stephen R. and Sally L Gray Living Trust

Stephen R. Gray, Trustee _____

Sally L. Gray, Trustee _____

Michael T. Gray _____

Jenelle Gray _____

Nicolas Matulich _____

Diane Matulich _____

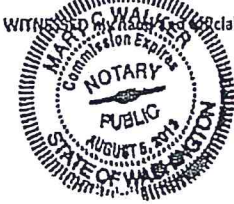
State of Washington)

SS

County of Spokane)

On this 18th day of March 2010 before me, the the undersigned, a Notary Public in and for the state of Washington duly commissioned and sworn, personally appeared Christa Kelly Whitten to me known to be the Individual described in and who executed the within Instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certificated first written above.



Mary C. Walker
NOTARY PUBLIC in and for the State of
Washington

Residing in Spokane
My commission expires Aug 5, 2013

State of Washington)

SS

County of Spokane)

On this 18th day of M 2010 before me, the the undersigned, a Notary Public in and for the state of Washington duly commissioned and sworn, personally appeared Christopher Whitten to me known to be the Individual described in and who executed the within Instrument, and acknowledged to me that he/she signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESSED my hand and official seal the day and year in this certificated first written above.



Mary C. Walker
NOTARY PUBLIC in and for the State of
Washington

Residing in Spokane
My commission expires Aug 5, 2013

SCHREVEN REAL PROPERTY:

The SE ¼ of the NW ¼ of Section 17, Township 37 North, Range 37 East, W.M.,
Situating in Ferry County, State of Washington.

Designated as Tract 6 and Tract 7 of Highlands Ranch Estates Segregation Survey
recorded October 10, 2007 under Ferry County Auditor's File Number 270100.

Tax Parcel Nos. 7-37-17-24-00010-00 and 7-37-17-24-00010-05.

STEPHEN GRAY AND SALLY GRAY LIVING TRUST REAL PROPERTY:

The N ½ of the SW ¼ of the NE ¼ and the N ½ of the S ½ of the SW ¼ of the NE ¼
of Section 17, Township 37 North, Range 37 East, W.M., records of Ferry County,
Washington.

Designated as Lots 1, 2 and 3 of the Maggle Flats Short Plat No. SP 08-009, recorded
June 2, 2008 under Ferry County Auditor's File Number 271878.

Tax Parcel Nos. 7-37-17-13-00021-00; 7-37-17-13-00022-00 and 7-37-17-13-00023-00.

SCHREVEN/WHITTEN REAL PROPERTY:

Lot 1 of HIGHLANDS RANCH ESTATES SHORT PLAT NO. 1, located in the N ½ of
the NW ¼ of the NE ¼ of Section 17, Township 37 North, Range 37 East, W.M.,
records of Ferry County, Washington, according to Short Plat thereof, recorded October
16, 2007 under Ferry County Auditor's File Numbers 270166 and 270167.

EXCEPTING THEREFROM that portion deeded to the Kettle River Power and Irrigation
Co., in Deed recorded December 10, 1923 under Ferry County Auditor's File Number
50967, described as follows: A strip of land fifteen feet (15') in width, being seven and
one-half feet (7.5') in width on each side of a flume now located and constructed across
the E ½ of the NW ¼, Section 17, Township 37 North, Range 37 East, W.M., AND a
strip of land fifteen feet (15') in width, being seven and one-half feet (7.5') in width on
each side of the flume now located and constructed across the E ½ of the NW ¼ of
Section 17, Township 37 North, Range 37 East, W.M., (Also known as Tax #6, Portion
of E ½ NW ¼).

Tax Parcel No. 7-37-17-21-00031-00.

MATULICH REAL PROPERTY:

The S ½ of the NW ¼ of the NE ¼ of Section 17, Township 37 North, Range 37 East,
W.M., records of Ferry County, Washington.

Tax Parcel No. 7-37-17-12-00020-00.

SCHREVEN REAL PROPERTY:

The S ½ of the NW ¼ of the NW ¼ of Section 17, Township 37 North, Range 37 East, W.M., in Ferry County, Washington.

Designated as Tract 1 of the Highlands Ranch Estates Segregation Survey recorded October 10, 2007 under Ferry County Auditor's File Number 270100.

Tax Parcel No. 7-37-17-22-00020-06.

The N ½ of the SW ¼ of the NW ¼ of Section 17, Township 37 North, Range 37 East, W.M., in Ferry County, Washington.

Designated as Tract 2 of the Highlands Ranch Estates Segregation Survey recorded October 10, 2007 under Ferry County Auditor's File Number 270100.

Tax Parcel No. 7-37-17-23-00010-06.

The S ½ of the SW ¼ of the NW ¼ of Section 17, Township 37 North, Range 37 East, W.M., in Ferry County, Washington.

Designated as Tract 3 of the Highlands Ranch Estates Segregation Survey recorded October 10, 2007 under Ferry County Auditor's File Number 270100.

Tax Parcel No. 7-37-17-23-00020-00.

SCHREVEN REAL PROPERTY:

Lot 2 of HIGHLANDS RANCH ESTATES SHORT PLAT NO. 1, located in the N ½ of the NW ¼ of the NE ¼ of Section 17, Township 37 North, Range 37 East, W.M., records of Ferry County, Washington, according to Short Plat thereof, recorded October 16, 2007 under Ferry County Auditor's File Numbers 270166 and 270167.

EXCEPTING THEREFROM that portion deeded to the Kettle River Power and Irrigation Co., in Deed recorded December 10, 1923 under Ferry County Auditor's File Number 50967, described as follows: A strip of land fifteen feet (15') in width, being seven and one-half feet (7.5') in width on each side of a flume now located and constructed across the E ½ of the NW ¼, Section 17, Township 37 North, Range 37 East, W.M., AND a strip of land fifteen feet (15') in width, being seven and one-half feet (7.5') in width on each side of the flume now located and constructed across the E ½ of the NW ¼ of Section 17, Township 37 North, Range 37 East, W.M., (Also known as Tax #6, Portion of E ½ NW ¼).

Tax Parcel No. 7-37-17-21-00032-00.

INSTITUTE OF FINANCIAL & BUSINESS REAL PROPERTY:

Lot 1 of HIGHLANDS RANCH ESTATES SHORT PLAT NO. 2, located in the N ½ of the NW ¼ of the NE ¼ of Section 17, Township 37 North, Range 37 East, W.M., records of Ferry County, Washington, according to Short Plat thereof recorded October 16, 2007 under Ferry County Auditor's File Numbers 270168 and 270169, records of Ferry County, Washington.

Tax Parcel No. 7-37-17-12-00011-00.

STEPHEN GRAY AND SALLY GRAY LIVING TRUST REAL PROPERTY:

Lot 2 of HIGHLANDS RANCH ESTATES SHORT PLAT NO. 2, located in the N ½ of the NW ¼ of the NE ¼ of Section 17, Township 37 North, Range 37 East, W.M., according to Plat thereof recorded October 16, 2007 under Ferry County Auditor's File Numbers 270168 and 270169, records of Ferry County, Washington.

Tax Parcel No. 7-37-17-12-00012-00.

INSTITUTE OF FINANCIAL AND BUSINESS/GRAY REAL PROPERTY:

Lot 3 of HIGHLANDS RANCH ESTATES SHORT PLAT NO. 2, located in the N ½ of the NW ¼ of the NE ¼ of Section 17, Township 37 North, Range 37 East, W.M., records of Ferry County, Washington, according to Short Plat thereof, recorded October 16, 2007 under Ferry County Auditor's File Numbers 270168 and 270169.

Tax Parcel No. 7-37-17-12-00013-00.

COLUMBIA TITLE
Filed for Record at Request of:
AFTER RECORDING MAIL TO:

McGrane & Schuerman
Town Center Building
298 South Main, Suite 304
Colville, WA 99114

115-TC(3) PROTECTIVE COVENANTS AND RESTRICTIONS
HIGHLAND RANCH ESTATES

These covenants, conditions, and restrictions are entered into by the undersigned property owners, LEONARD A. SCHREVEN and TAMARA J. SCHREVEN, husband and wife, individually, are the owners of the following described real property:

Assessor's Tax Parcel Nos.:
7-37-17-22-00020-06
and 7-37-17-23-00010-06
and part of 7-37-17-11-00020-00
and part of 7-37-17-11-00020-06

The South half of the Northwest quarter of the Northeast quarter (S1/2 NW1/4 NE1/4) and the North half of the Southwest quarter of the Northeast quarter (N1/2 SW1/4 NE1/4) and the North half of the South half of the Southwest quarter of the Northeast quarter (N1/2 S1/2 SW1/4 NE1/4) and the South half of the Northwest quarter of the Northwest quarter (S1/2 NW1/4 NW1/4) and the Southwest quarter of the Northwest quarter (SW1/4 NW1/4) all in Section 17, Township 37 North, Range 37 East, W.M., in Ferry County, Washington.

(hereinafter also referred to as the Schreven individual property);

and,

LEONARD A. SCHREVEN and TAMARA J. SCHREVEN, husband and wife, are the owners of the following described real property, subject to a Deed of Trust in favor of Beneficiaries, Robert W. Poirier and Eunice Ann Poirier, husband and wife, to wit;

Assessor's Tax Parcel Nos.:
7-37-17-21-00010-00
7-37-17-21-00030-00
7-37-17-21-00030-06

The South half of the Northeast quarter of the Northwest quarter (S1/2 NE1/4 NW1/4) and the Southeast quarter of the Northwest quarter (SE1/4 NW1/4) of Section Seventeen (17), Township Thirty-seven (37) North, Range Thirty-seven (37) E.W.M. in Ferry County Washington.

(hereinafter also referred to as the Schreven property with Deed of Trust to Poirier);

and,

THE INSTITUTE OF FINANCIAL AND BUSINESS EXCELLENCE, INC., a Wyoming Corporation, is the owner of the following described real property:

Assessor's Tax Parcel No.: Part of 7-37-17-11-00020-00 and part of 7-37-17-11-00020-06

The North half of the Northwest quarter of the Northeast quarter (N1/2 NW1/4 NE1/4), Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington. (hereinafter also referred to as the Institute of Financial and Business Excellence, Inc. property).

All of the above real property shall be subject to all of the protective covenants, conditions, and restrictions. To preserve and enhance the values of all the above real properties, the undersigned as owners and dedicators hereby declare and establish the following covenants, conditions, and restrictions as to the above property.

**SECTION 1.
GENERAL PROVISIONS**

A. All of the above property, namely the Schreven individually owned property, legally described as :

Assessor's Tax Parcel Nos.:
7-37-17-22-00020-06
and 7-37-17-23-00010-06
and part of 7-37-17-11-00020-00
and part of 7-37-17-11-00020-06

The South half of the Northwest quarter of the Northeast quarter (S1/2 NW1/4 NE1/4) and the North half of the Southwest quarter of the Northeast quarter (N1/2 SW1/4 NE1/4) and the North half of the South half of the Southwest quarter of the Northeast quarter (N1/2 S1/2 SW1/4 NE1/4) and the South half of the Northwest quarter of the Northwest quarter (S1/2 NW1/4 NW1/4) and the Southwest quarter of the Northwest quarter (SW1/4 NW1/4) all in Section 17, Township 37 North, Range 37 East, W.M., in Ferry County, Washington.

and,

the Schreven property with the Deed of Trust to Beneficiary Poirier, legally described as:

Assessor's Tax Parcel Nos.:
7-37-17-21-00010-00
7-37-17-21-00030-00
7-37-17-21-00030-06

The South half of the Northeast quarter of the Northwest quarter (S1/2 NE1/4 NW1/4) and the Southeast quarter of the Northwest quarter (SE1/4 NW1/4) of Section Seventeen (17), Township Thirty-seven (37) North, Range Thirty-seven (37) E.W.M. in Ferry County Washington.

and,

THE INSTITUTE OF FINANCIAL AND BUSINESS EXCELLENCE, INC., a Wyoming Corporation, is the owner of the following described real property:

Assessor's Tax Parcel No.: Part of 7-37-17-11-00020-00 and part of 7-37-17-11-00020-06

The North half of the Northwest quarter of the Northeast quarter (N1/2 NW1/4 NE1/4), Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington.

shall all be referred to as the Subdivision and all property therein shall be subject to these covenants, conditions, and restrictions.

B. The Subdivision shall consist initially of twelve sites, namely:

Site #1 The S1/2 of the NW1/4 of the NW1/4, Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington.

PROTECTIVE COVENANTS - 3

d:\X\CLIENTS\Schreven\ProtectiveCovenantsRestrictions.wpd

- Consisting of approximately 20 acres more or less.
- Site #2 The N1/2 of the SW1/4 of the NW1/4, Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington. Consisting of approximately 20 acres more or less.
- Site #3 The S1/2 of the SW1/4 of the NW1/4, Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington. Consisting of approximately 20 acres more or less.
- Site #4 Lot Two (2) of the proposed HIGHLANDS RANCH ESTATES SHORT PLAT No. 1, more particularly described as follows:
The north half of the south half of the northeast quarter of the northwest quarter (N1/2 S1/2 NE1/4 NW1/4) of Section Seventeen (17), Township Thirty-seven (37) North, Range Thirty-seven (37) East, W.M.
Containing 10.05 acres.
Situated in the County of Ferry, State of Washington.
- Site #5 Lot One (1) of the proposed HIGHLANDS RANCH ESTATES SHORT PLAT No. 1, and more particularly described as follows:
The south half of the south half of the northeast quarter of the northwest quarter (S1/2 S1/2 NE1/4 NW1/4) of Section Seventeen (17), Township Thirty-seven (37) North, Range Thirty-seven (37) East, W.M.
Containing 10.07 acres.
Situated in the County of Ferry, State of Washington.
- Site #6 The N1/2 of the SE1/4 of the NW1/4, Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington. Consisting of approximately 20 acres more or less.
- Site #7 The S1/2 of the SE1/4 of the NW1/4, Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington. Consisting of approximately 20 acres more or less.
- Site #8 Lot Three (3) of the proposed HIGHLANDS RANCH

ESTATES SHORT PLAT No. 2, and more particularly described as follows:

That portion of the north half of the northwest quarter of the northeast quarter (N1/2 NW1/4 NE1/4) of Section Seventeen (17), Township Thirty-seven (37) North, Range Thirty-seven (37) East, W.M., described as follows:

Beginning at the north quarter corner of Section 17, thence S.89°45'21"E along the north line of said N1/2 NW1/4 NE1/4, a distance of 1328.62 to the northeast corner of said N1/2 NW1/4 NE1/4; thence S.0°12'31" W along the east line of said N1/2 NW1/4 NE1/4 a distance of 279.11 feet; thence N.89°46'26"W, a distance of 1328.32 feet to a point on the west line of said N1/2 NW1/4 NE1/4; thence N.0°08'47"E along the west line of said N1/2 NW1/4 NE1/4 a distance of 279.53 feet to the point of beginning.

Containing 8.52 acres.

Situated in the County of Ferry, State of Washington

Site #9

Lot Two (2) of the proposed HIGHLANDS RANCH ESTATES SHORT PLAT No. 2, and more particularly described as follows:

That portion of the north half of the northwest quarter of the northeast quarter (N1/2 NW1/4 NE1/4) of Section Seventeen (17), Township Thirty-seven (37) North, Range Thirty-seven (37) East, W.M., described as follows:

Beginning at a point on the west line of said N1/2 NW1/4 NE1/4 and from which point the north quarter corner of said Section 17 bears N.0°08'47"E, a distance of 509.53; thence S.89°46'26"E, a distance of 853.07 feet; thence N.0°12'31"E, a distance of 78.00 feet; thence S.89°46'26"E, a distance of 475.00 feet to a point on the east line of said N1/2 NW1/4 NE1/4; thence N.0°12'31"E, along said east line, a distance 152.00 feet; thence N.89°46'26"W, a distance of 1328.32 feet to a point on the west line of said N1/2 NW1/4 NE1/4; thence S.0°08'47"W, along said west line, a distance of 230.00 feet to the point of beginning.

Containing 6.16 acres.

Situated in the County of Ferry, State of Washington.

- Site #10 Lot One (1) of the proposed HIGHLANDS RANCH ESTATES SHORT PLAT No. 2, and more particularly described as follows:
That portion of the north half of the northwest quarter of the northeast quarter (N1/2 NW1/4 NE1/4) of Section Seventeen (17), Township Thirty-seven (37) North, Range Thirty-seven (37) East, W.M., described as follows:
Beginning at a point on the west line of said N1/2 NW1/4 NE1/4 and from which point the north quarter corner of said Section 17 bears N.0°08'47"E, a distance of 509.53 feet; thence S.89°46'26"E, a distance of 853.07 feet; thence N. 0°12'31"E, a distance of 78.00 feet; thence S.89°46'26"E, a distance of 475.00 feet to a point on the east line of said N1/2 NW1/4 NE1/4; thence S.0°12'31"W along said east line a distance of 230.00 feet to the southeast corner of said N1/2 NW1/4 NE1/4; thence N.89°46'26"W, along the south line of said N1/2 NW1/4 NE1/4, a distance of 1327.90 feet to the southwest corner of said N1/2 NW1/4 NE1/4; thence N.0°08'47"E along the west line of said N1/2 NW1/4 NE1/4 a distance of 152.00 feet to the point of beginning.
Containing 5.48 acres.
Situating in the County of Ferry, State of Washington.
- Site #11 The S1/2 of the NW1/4 of the NE1/4, Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington. Consisting of approximately 20 acres more or less.
- Site #12 The N1/2 of the SW1/4 of the NE1/4 AND the N1/2 of the S1/2 of the SW1/4 of the NE1/4, Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington. Consisting of approximately 30 acres more or less.

C. These covenants and restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own property in the subdivision for a period of ten years from the date these covenants are recorded after which ten year time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of nine of the twelve lots or sites has been recorded, agreeing to change the covenants in whole or in part. Unless otherwise agreed by the parties having an interest in any site the "owner"

shall be the party holding fee title, except in the case of a real estate contract or successive contracts; the last contract purchaser in the chain of title shall be deemed the "owner".

Each of the twelve sites shall have one vote. Site #12 is anticipated to be divided into three parts but there shall only be one vote for Site #12, or a fraction (1/3 of a vote for 3 parts, for example) for Site #12 if subdivided or for any other subdivided site this "fraction" vote shall apply.

D. Any persons who now may own, or who may hereafter own, property in the subdivision are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to obtain injunctions or recover any damages suffered by them from any violations thereof.

E. Each and all of the covenants, conditions and restrictions contained herein shall be deemed and construed to be continuing and no waiver of or failure to enforce a breach of any of the covenants, conditions and restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, and restrictions.

F. If any covenant, condition or restriction contained herein, or any portion thereof, is invalidated or voided by court order or otherwise, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

G. By acquiring an interest in any lot, such person, agrees to bind himself, his heirs and assigns to these protective covenants, to perform obligations, and comply with the terms of the road maintenance agreement(s).

H. Any violation of these covenants shall be considered a nuisance. Any lot owner shall have the right, upon fifteen days written notice, to take legal action against the offending parcel's owner, lessee or other person in control of possession.

I. Person or persons enforcing covenants shall be entitled to recover reasonable costs including reasonable attorney's fees. These costs will become a liability of the offender and if not paid within 30 days, the costs will become a lien on the property. This lien shall be enforceable by foreclosure of real property in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of legal action.

**SECTION 2.
BUILDING CONSTRUCTION AND LANDSCAPING RESTRICTION**

A. All buildings placed on the property shall be of new construction. Buildings may be new frame construction only. No trailers, no manufactured homes of any type, no single-wides, no double-wides, and no triple-wides shall be placed on the property. No structures that are not new shall be placed on the property. All buildings shall be constructed in accordance to the provisions of the Uniform Building Code in effect at the date of construction. Each residence shall contain at least 2,500 square feet of interior space, exclusive of open decks, garages, covered carports, sheds and other outbuildings. All buildings shall have all proper Ferry County building permits and approvals.

B. Timber frame or log homes are allowed provided they are by a licensed timber frame or log home manufacturer and approved by Ferry County Building and Planning Departments and meet all other criteria of these protective covenants and restrictions (2,500 minimum square feet, etc.).

C. Except as otherwise noted herein, only one single-family residence and outbuildings auxiliary thereto (i.e. garages, woodsheds, barns, etc.) shall be constructed or permitted to remain on each lot. Separate guest quarters are allowed subject to County approval, but may not be used as a second full time residence. This second separate guest quarters must be a maximum square footage of 800 square feet and must be placed within 150 feet of the primary residence and shall conform to the architecture and colors of the primary residence.

The sole exception to this one single family residence per site limitation is that the Site #12, (that is the N1/2 of the SW1/4 of the NE1/4 (N1/2 SW1/4 NE1/4) AND the N1/2 of the S1/2 of the SW1/4 of the NE1/4 (N1/2 S1/2 SW1/4), Section 17, Township 37 North, Range 37 E.W.M., in Ferry County, Washington) may be split into three parcels in the future and each of these three parcels may have one single family residence. All of these three parcels shall be subject to all of these protective covenants and restrictions.

D. Buildings on residential lots shall be well proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake, shingle, composition shingle, or painted metal. No unpainted metal roofing shall be permitted on any building in the subdivision.

E. The exterior of any building shall be completed within one year of the

beginning of construction.

F. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Ferry County.

G. Setbacks: No building shall be located on a lot nearer than 26 ft. from any property lines or road easement.

SECTION 3. OCCUPYING PROPERTY PRIOR TO NEW HOME CONSTRUCTION

A. During the one year construction of a new residential home period, the lot owner may stay in a motor home or R.V. only.

B. Prior to the one-year construction of a new residential home period, the lot owner may stay on the property for up to one month in any calendar year. The lot owner, during the period prior to construction, may stay in a motor home or R.V., but no other non motor home or R.V. shelter will be allowed (i.e. no single wide trailer or other type of shelter).

SECTION 4. REPAIRS, MAINTENANCE AND CLEANLINESS

The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Lot owners must adhere to rules and regulations of the Ferry County Noxious Weed Control Board.

SECTION 5. TRASH AND DEBRIS

No trash, garbage, ashes, refuse, ruins or other remains of any kind including, but not limited to disabled vehicles, furniture, appliances, shall be thrown dumped, placed, disposed of, or permitted to remain on any land vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal of such materials. Such materials shall be kept in

containers that shall be maintained in a clean and sanitary condition and shall be kept hidden from county road and adjacent lot owner's view.

**SECTION 6.
ANIMALS**

All pets and livestock must be contained within the boundary of the lot. No noxious or offensive commercial animal raising shall be permitted, including no feedlots, no pig farms, etc.

Property must be fenced before livestock is kept. Fences are to be of good quality, neatly done and maintained well. The minimum fence for livestock is large metal fence posts and four strand barbed wire.

**SECTION 7.
OFFENSIVE ORDORS**

Any activity that creates offensive odors that spread to other lots is prohibited.

**SECTION 8.
BUSINESS ACTIVITY**

No commercial or industrial business that creates any excessive noise or offensive odors, high traffic or trade shall be conducted upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to, or detract from the neighborhood or negatively effect value of the property. Home based businesses that do not impact or disrupt or devalue the other property owners, such as a "home computer internet business" are allowed.

**SECTION 9.
SEWER SYSTEMS**

All lots will have individual sewerage systems approved and inspected by Ferry County Health Department.

**SECTION 10.
SEVERABILITY**

In the event any portion of these covenants is ruled invalid, that portion shall be severed from the remainder, and the balance shall be fully enforceable.

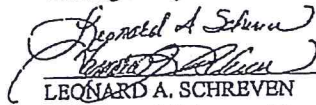
**SECTION 10.
WAIVER PROHIBITED**

No owner may waive or otherwise escape liability or responsibility for any of the terms of these restrictive Covenants, Conditions, and Restrictions.

Failure by any owner to enforce any of these covenants shall not be considered a waiver of the covenant, restriction, easement or agreements.

**SECTION 11.
ENFORCEMENT**

Any owner shall have the right to enforce, by any proceeding at law or in equity, all agreements now and hereafter imposed by the provisions of this instrument. Enforcement of any covenant or restriction herein contained shall be by proceedings at law or in equity against any person or persons violating or attempting to violate a covenant. Relief shall be in such form as to restrain any violation or if required, to recover damages. If any lot owner or group of lot owners bring suit to enforce any provision or provisions of this agreement, the court shall have the right to grant reasonable attorney fees and assess reasonable costs against the person or persons violating this agreement.


LEONARD A. SCHREVEN
By: Tamara J. Schreven, Attorney in Fact

8-17-07
Date

ROBERT W. POIRIER

Date

EUNICE ANN POIRIER

Date

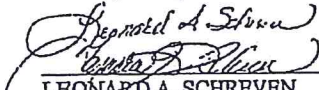
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LEONARD A. SCHREVEN
By: Tamara J. Schreven, Attorney in Fact

8-17-07
Date


ROBERT W. POIRIER

8-21-07
Date


EUNICE ANN POIRIER

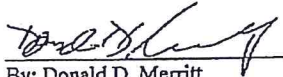
8/21/07
Date

XXXXXXXXXXXX

269582
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08/23/2007 2:45 pm
Ferry Co Wa

COLUMBIA TITLE

THE INSTITUTE FOR FINANCIAL
AND BUSINESS EXCELLENCE, INC.,
a Wyoming Corporation



By: Donald D. Merritt
Its President

8-21-07


Date

STATE OF WASHINGTON)
) ss
COUNTY OF STEVENS)

This is to certify that on this 17th day of August , 2007, before me a Notary Public, in and for the State of Washington duly commissioned and sworn, personally came TAMARA J. SCHREVEN, Attorney in Fact for LEONARD A. SCHREVEN, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESSED my hand and official seal the day and year in this certificate first above written.





NOTARY PUBLIC in and for the State
Of Washington residing in KETTLE FALLS.
My commission expires 10-29-07

STATE OF WASHINGTON)
) ss
COUNTY OF STEVENS)

This is to certify that on this 17th day of August , 2007, before me a Notary Public, in and for the State of Washington duly commissioned and sworn, personally came TAMARA A. SCHREVEN, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



COLUMBIA TITLE

269682

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Ferry Co Wa

WITNESSED my hand and official seal the day and year in this certificate first
above written.



Notary Public
NOTARY PUBLIC in and for the State
Of Washington residing in KETTLE FALLS
My commission expires 10-29-07

STATE OF WASHINGTON)
)
) ss
COUNTY OF _____)

This is to certify that on this _____ day of August, 2007, before me a Notary Public, in and for the State of Washington duly commissioned and sworn, personally came ROBERT W. POIRIER, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESSED my hand and official seal the day and year in this certificate first
above written.

NOTARY PUBLIC in and for the State
Of Washington residing in _____
My commission expires _____

STATE OF WASHINGTON)
)
) ss
COUNTY OF _____)

This is to certify that on this _____ day of August, 2007, before me a Notary Public, in and for the State of Washington duly commissioned and sworn, personally came EUNICE ANN POIRIER, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed the same as her

WITNESSED my hand and official seal the day and year in this certificate first above written.



A. B. Chellie
NOTARY PUBLIC in and for the State
Of Washington residing in KETTLE FALLS
My commission expires 10-29-07

STATE OF WASHINGTON)
) ss
COUNTY OF Clark)

This is to certify that on this 21 day of August, 2007, before me a Notary Public, in and for the State of Washington duly commissioned and sworn, personally came ROBERT W. POIRIER, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESSED my hand and official seal the day and year in this certificate first above written.



Kara H. Rutherford
NOTARY PUBLIC in and for the State
Of Washington residing in Vancouver
My commission expires 8-29-10

STATE OF WASHINGTON)
) ss
COUNTY OF Clark)

This is to certify that on this 21 day of August, 2007, before me a Notary Public, in and for the State of Washington duly commissioned and sworn, personally came EUNICE ANN POIRIER, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed the same as her

269582
COLUMBIA TITLE

Page: 16 of 17
08/23/2007 2:45 pm
Ferry Co Wa

free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESSED my hand and official seal the day and year in this certificate first above written.

NOTARY PUBLIC in and for the State
Of Washington residing in _____
My commission expires _____

STATE OF NEVADA)
COUNTY OF CARSON CITY)

ss

On this 21st day of August, 2007, before me, the undersigned, a Notary Public in and for the State of NEVADA, duly commissioned and sworn, personally appeared DONALD D. MERRITT to me known to be the President of 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 on 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 first above written.

Carlene Bowden
NOTARY PUBLIC in and for the State
Of NEVADA residing in NEVADA
My commission expires 6/12/2010



free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESSED my hand and official seal the day and year in this certificate first above written.



Karla H. Rutherford
NOTARY PUBLIC in and for the State
Of Washington residing in Yonkers.
My commission expires 8-29-10

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of August, 2007, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared DONALD D. MERRITT to me known to be the President of 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 on 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 first above written.

NOTARY PUBLIC in and for the State
Of _____ residing in _____.
My commission expires _____



Rachel D. Siracuse
Ferry County Assessor 350 E Delaware Ave. Stop 1 Republic, WA 99166

Assessor Treasurer Appraisal MapSifter

Parcel

Parcel#: 73717230001006 Owner Name: GRIESER, MARK T & SUSANNA M MASIERI-NOUEL (H&W)
 DOR Code: 91 - Undeveloped - Land Address1:
 Situs: Address2: PO BOX 822
 Map Number: 37-37-17 (F) City, State: KETTLE FALLS WA
 Status: Zip: 99141
 Description: TRACT 2: HIGHLANDS RANCH ESTATES SEG SURVEY #270100
 Comment:

2025 Market Value

2025 Taxable Value

2025 Assessment Data

Land:	\$30,300	Land:	\$30,300	District:	19A - BARE LAND EXEMPT FROM FD LEVY
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0	Senior/Disability Exemption:	No
Total	\$30,300	Total	\$30,300	Total Acres:	20.20000

Ownership

Owner's Name	Ownership %	Owner Type
GRIESER, MARK T & SUSANNA M MASIERI-NOUEL (H&W)	100%	Owner

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
11/25/19	SWD 292950	3	2019-549	SCHREVEN, TAMARA J	GRIESER, MARK T & SUSANNA M MASIERI-NOUEL (H&W)	\$125,000
08/06/13	QCD 282205	11	2013-271	SCHREVEN, LEONARD A JR (ESTATE)	SCHREVEN, TAMARA J	\$0
08/16/07	QCD-269507	9	2007414	INSTITUTE OF FINANCIAL & BUSINESS EXCELLENCE INC	SCHREVEN, LEONARD A & TAMARA J	\$300,000
12/05/05	WFD-264025	29	2005	POIRER, ROBERT W & EUNICE A	BALCZEWSKI, JOHN A & ROBIN E	\$0
03/09/04	PAD 258479	21	2004115	SCHREVEN, LEONARD A & TAMARA J	INSTITUTE OF FINANCIAL & BUSINESS EXCELLENCE INC	\$310,000
10/05/00	PAD 248042	18	2000448	BALCZEWSKI, JOHN A & ROBIN E	SCHREVEN, LEONARD A & TAMARA J	\$185,000
10/28/99	AREC 245529	20	1999586	POIRIER, ROBERT W & EUNICE A	BALCZEWSKI, JOHN A & ROBIN E	\$0
08/20/99	QCD 245003	17	1999466	COLUMBIA CEDAR INC	BALCZEWSKI, JOHN A & ROBIN E	\$0
04/30/99	PAD 243909	17	1999	BALCZEWSKI, JOHN A & ROBIN E	COLUMBIA CEDAR INC	\$0
04/30/99	SAD 243908	5	1999	POIRIER, EUNICE A	BALCZEWSKI, JOHN A & ROBIN E	\$0
03/08/93	PAT 223590	2	29186	USA	POIRIER	\$0

Building Permits

No Building Permits Available



FERRY COUNTY WASHINGTON



TAXSIFTER

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[PAYMENT CART\(0\)](#)

Shannon Jensen
Ferry County Treasurer 350 East Delaware Ave #13 Republic, WA 99166

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

[Interest Calculator](#)

Statement Details

Type	Statement Number	Taxes	Assessments	Fees	Total	
Real Property	2025-73717230001006	\$260.00	\$35.50	\$0.00	\$295.50	
District	Total Levy Rate	Next Due Date	1st Half Taxes	2nd Half Taxes	Taxes/Fees Paid	Balance Due
19A	8.58108445580	4/30/2025	\$147.75	\$147.75	\$0.00	\$295.50
Line Item Description						
	City or County EMS		TAX		\$6.41	
	City or County Road		TAX		\$50.91	
	County Current Expense		TAX		\$40.77	
	Local School District		TAX		\$72.43	
	Public Library		TAX		\$7.68	
	State School		TAX		\$53.18	
	State School PT 2		TAX		\$28.62	
	DNR Fire Control Tax (FPA)		ASSESSMENT		\$17.00	
	DNR Fire Control Tax (LCF)		ASSESSMENT		\$6.00	
	Fire Fee		ASSESSMENT		\$0.50	
	Weed Tax		ASSESSMENT		\$12.00	

NOTE: Interest is not included in the amounts listed here. Line Item Values are approximate, rounding may occur.