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VALLEY TITLE GUARANTEE

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After recording mail to:

Chantry, Inc.
PO Box 772
Ione, WA 99139

Total of 2 page(s) Fee: \$ 9.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

FCLINTON

DECLARATION OF COVENANTS

Whereas Chantry, Inc., a Washington corporation, is owner in fee simple of the following real property located in Section 19, Township 35 North, Range 40 East, W.M., in Stevens County, Washington:

portions of Short Plat SP 86-99, more particularly SP 86-99-1, SP 86-99-2, SP 86-99-3 and SP 86-99-4 (Part of parcel number 2663100), and

Whereas Chantry, Inc. desires to establish COVENANTS for the benefit of all of the above said Real Property,

Therefore, Chantry, Inc. in consideration of the benefits to be derived, does hereby establish these COVENANTS as follows:

1. No lot shall be used for other than residential purposes.
2. Buildings on the 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 is permitted on any building.*
3. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting within eighteen months from the date of start of commencement of construction.
4. No trailer, motor home, basement, tent, garage or other structure or outbuilding other than a private, detached single family dwelling house, placed or erected on a lot shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except for during the eighteen month construction period. Tents, campers and trailers shall be permitted for weekend and vacation use.
5. All livestock and pets must be contained within the boundary of the lot. No hogs.
6. Any activity which creates offensive odors or offensive noise which spread to other lots is prohibited.
7. No trash, garbage, ashes, refuse, ruins or other remains of any kind, including disabled vehicles, shall be thrown, dumped, placed, disposed of, or permitted to remain on any lot, vacant or otherwise. *The person or persons in control or possession of the lot shall be responsible for the prompt removal of such materials, irrespective of fault.* Trash and such materials shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from view from the roadway and adjacent lots.
8. These covenants shall be enforceable at the law and in equity by any person having an interest in these lots. These covenants shall be binding upon the real property and the parties in interest hereto and their heirs, assigns, personal representatives and successors in interest.
9. Any violation of these covenants shall be considered a nuisance. Any lot owner shall have the right, upon 15 (fifteen) days of written notice, to take legal action against the offending lot's owner, lease, or other person in control or possession.
10. Person(s) enforcing covenants shall be entitled to recover reasonable costs including "reasonable" attorney 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.
11. Double wide manufactured homes, minimum 800 square feet, are allowed provided they are not older than three (3) years from the date of manufacture when placed on the lot. Houses on these lots shall contain a minimum of 800 square feet exclusive of second floors, basements, open decks, garages, covered carport, sheds and other outbuildings. "Single-wide" mobile homes will not be allowed for permanent residence. Home construction must start within 6

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months of the time a 'construction-period-dwelling' is placed on a lot and construction must progress so as to insure completion within the 2 year period.

12. Double wide manufactured homes must be fully skirted and skirting painted with six months from when the home is set on the lot.

13. The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness, and neatness. No object foreign to the environment (including particularly disabled vehicles, furniture and appliances) shall be permitted to remain out of doors on any lot.

14. These covenants shall be binding upon all persons owning a lot until December 31, 2002, at which time these covenants shall be automatically extended and renewed for successive periods of ten years, unless by vote the persons owning a majority of the lots agree to change the covenants in whole or in part. Each lot shall have one vote.

15. The lot owners hereto, for themselves, heirs and assigns, hereby covenant with themselves, their heirs and assigns that they will not construct, maintain, or suffer to be constructed any potential source of contamination within one hundred feet (100 feet) of the well on any lot so long as the well is operated to furnish water for public consumption. Such potential sources would include such things as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns or rabbit hutches, or other enclosures or structures for the keeping or maintaining of animals or the storage of liquid or dry chemicals, herbicides or insecticides.


16. So as to help maintain the qualities of the water and shoreline of White Mud lake, watercraft shall be restricted to only manual, wind-powered, electric, solar and other non-combustion motors. Such watercraft shall be driven at speeds not to exceed five (5) miles per hour, so as to minimize wake, shoreline erosion, and disturbance of waterfowl and waterfowl nesting. Lot owners hereby agree to not sell or grant public access to the lake.

17. These covenants shall be deemed in addition to local, county or municipal regulations or ordinances, but the same shall not be deemed to replace such applicable county or municipal regulations or ordinances now existing or as may hereafter be adopted where the same are not in conflict with these covenants.

18. If any portion of this agreement are ruled invalid, that portion shall be severed from the remainder, and the balance shall be fully enforceable.

Dated October 17, 2000

CHANTRY, INC.


By Gary B. Chantry, Vice President
State of Washington)


County of Pend Oreille)

I hereby certify that I know or have satisfactory evidence that Gary B. Chantry, is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of Chantry, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: October 17, 2000

My appointment expires September 14, 2004

STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-14-04


Notary Public in and for the State of Washington
Residing at Ione

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