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AFTER RECORDING RETURN TO:

Reed B. and Deborah H. Heckly
PO Box 687
Republic, Washington 99166

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS

The undersigned, Reed B. Heckly and Deborah H. Heckly, husband and wife, owners and grantors of the real property hereinafter described, located in Ferry County, Washington, hereby make the following declaration as to limitations, restrictions, and uses to which the property may be put, and hereby specify that such declaration shall constitute covenants, conditions, and restrictions to run with all the land, as provided by law, and shall be binding on all parties and all person claiming under the, and for the benefit of and limitations on all future owners of such property, this declaration of restrictions being designed for the purposes of keeping said property desirable and suitable as characterized by the pastoral rural nature of the immediate neighborhood.

Nothing in this declaration shall be construed as replacing or canceling the previously declared covenants, conditions, and restrictions as established by Roy M. Leland and Virginia E. Leland as documented in Auditor's File 202186 of August 7, 1987.

I. DESCRIPTION OF PROPERTY

The property which is subject to these restrictive Covenants is described as follows:

- Lot 1 - Parcel No. 33723210002100
- Lot 2 - Parcel No. 33723210002200
- Lot 3 - Parcel No. 33723210002300

of the Old Ranch Short Plat No. SP #22-029, located in the W1/2 of the NE1/4 of the NW1/4 of Section 23, Township 33 North, Range 37 East, W.M. in Ferry County, Washington, according to plat recorded May 1, 2023 under Auditor's File No. 299206.

II. DURATION

The Covenants and Restrictions herein contained shall be perpetual, unless modified or terminated as hereinafter set forth.

III. MOBILE HOMES AND TRAILERS

No single-wide mobile homes, recreational vehicles, or trailer houses shall be placed on the property as a continuous residence. Once a home is constructed upon the premises in accordance with these Covenants, the limitations of the Paragraph shall not prohibit the storage of a non-occupied travel trailer or recreational vehicle on the premises, not otherwise in conflict with these Covenants.

IV. BUSINESS ACTIVITY

No non-agricultural commercial, industrial business, nor marijuana farming, nor any noxious or offensive trade or illegal activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to, or detract from the neighborhood; provided, however, this restriction shall not prevent the rental or lease of any residence thereon as a single family dwelling.

V. GENERAL RESIDENCE RESTRICTION

No building whatsoever, except a private, single family dwelling house with the necessary outbuildings, including a private garage and barn, shall be erected, placed or permitted on each lot of the above-described property or any part thereof, and such dwelling house permitted on each lot shall be used as a private residence only.

VI. CONSTRUCTION

All buildings placed on the property shall be of new construction. All buildings shall be constructed in accordance with the provisions of the Ferry County Planning Department and the Uniform Building Code in effect at the date of construction

VII. BUILDING AND LANDSCAPING RESTRICTIONS

A. Except as otherwise noted herein, only one single family residence and outbuildings auxiliary thereto (e.g., garages, barns, workshops, wood sheds, etc.) may be constructed or permitted to remain on each lot.

B. Buildings on residential lots shall be well proportioned structures. Exterior finish shall be stained or painted colors. No unpainted metal roofing is permitted on any building including modular homes or sheds within the subdivision.

C. The exterior of any buildings shall be completed within two (2) years from the beginning of construction.

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

F. Protective screening shall be provided on each chimney or stack serving a fire source capable of producing air-borne embers.

VIII. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except as necessary during primary construction of the first structure. However, a visiting guest shall be allowed to reside in a temporary structure for seasonal recreation for a period not to exceed thirty (30) days.

IX. TRASH REMOVAL

No trash, garbage, toxic waste, refuse, ruins or other remains of any kind, including disabled vehicles and tires, shall be thrown, dumped, placed, disposed of or permitted to remain on any portion of the land with the plat, whether vacant or occupied, nor shall the premises be used as storage area for any purpose other than the storage of materials used in connection with the operation of a household and/or small hobby farm. The owners and persons in possession or control of any lot shall be responsible for the prompt removal therefrom of all trash, garbage and other refuse which shall be kept in containers that are maintained in a clear and sanitary condition and hidden from view from the common access easement.

X. GATES

No gates or other obstructions shall be placed on road easements which would obstruct access by any neighboring property to their respective properties.

XI. NUISANCES

No annoyance, nuisance, noxious, illegal or offensive activity shall be conducted upon any of the said lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motorbike, snowmobile, or like motorized vehicle tracks or courses shall be developed or used within the subdivision.

XII. MAINTENANCE AND UP-KEEP

All lots shall be kept in a manner to minimize noxious weeds, fire hazards, attractions for rodents and scavenging animals. Unsightly appearances, such as scavenged materials, old car bodies, abandoned vehicles and heavy equipment in disrepair shall not be permitted.

XIII. ANIMALS

Domestic animals, dogs, cats, fowl, common household pets, cattle horses, goats, and common livestock may be kept, quartered or maintained on any lot, on a limited non-commercial basis as long as the limited quantity is appropriate; provided however, no animal or fowl of any kind shall be kept, quartered or maintained on any lot if its presence constitutes a nuisance, including noise. All livestock and pets must be contained within the boundary of the lot. Animals shall be fenced away from wells and other water sources used for domestic use.

IXV. SET-BACK RESTRICTIONS

No building shall be located on any lot nearer than twenty-five (25) feet from any lot line or common easement.

XV. NON-CONTAMINATION

The parties hereto, for themselves, their heirs, successors and assigns, hereby covenant with themselves, their heirs, successors and assign, that they will not construct, maintain, or suffer to be constructed within one hundred (100) feet from a well or stream any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage or any kind or description, barns, chicken houses, rabbit hutches, or another enclosures for the keeping or maintaining of fowls or animals, or the storage of liquid or dry chemicals, herbicides or insecticides.

XVI. PARTITIONING

No residential lot shall be partitioned or otherwise subdivided.

XVII. MODIFICATION

The covenants, agreements, conditions, reservations and restrictions created and established herein may be waived, terminated or modified only with the written consent of a majority of the lot owners affected by these protective covenants until all lots are sold for the first time by the owners herein. Thereafter, all lot owners affected must agree.


XVIII. ENFORCEMENT


It is expressly understood and agreed that the restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for the owners herein, their heirs, successors and assigns, but also for the future owner or owners of any lot with the plat deriving title from or through the owners herein to institute or prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

XVIII. COSTS AND ATTORNEYS FEES

If any party shall be in default under these covenants, the non-defaulting party shall have the right, and the defaulting party's expense, to retain an attorney or collection agency to make

DATED this 20th of June, 2025


Reed B. Heckly


Deborah H. Heckly

STATE OF WASHINGTON)
)ss.
COUNTY OF FERRY)

GIVEN under my hand and official seal this 20th day of June, 2025.



Jenn Kammerers
 Terri L Kammerers
 Notary Public
 my Commission expires
 August 9, 2028