

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the undersigned party, hereinafter referred to as "DECLARANT".

WHEREAS, Declarant is the owner of certain property in the County of Ferry, State of Washington, which is more particularly described as:

The East half of the Northeast quarter (E½NE¼), the Northeast quarter of the Southeast quarter (NE¼SE¼), the West half of the Northeast quarter (W½NE¼), the Northwest quarter of the Southwest quarter (NW¼SW¼), the East half of the Southwest quarter (E½SW¼), the West half of the Southeast quarter (W½SE¼) and the Northwest quarter (NW¼) of SECTION Twenty-three (23), Township Thirty-seven (37) North, Range Thirty-three (33) E.W.M.

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

The purpose of these restrictions is to insure the use of the property for attractive recreational sites, cabins, or residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the area, and thereby to secure to each site owner the full benefit and enjoyment of his site, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

SECTION 1. COVENANTS FOR MAINTENANCE:

Each owner shall keep all building sites owned by him and all improvements thereon, in good order and repair including but not limited to the proper maintenance of water sources and sewage disposal sites, the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

SECTION 2. NUISANCES:

No noxious or offensive activities, shall be carried on nor shall anything be done which may be or may become any annoyance or nuisance, including activities which result in excessive noise, and specifically including any unsightly junk heaps or refuse dumps, or abandoned autos or machinery.

SECTION 3. UTILITY EASEMENTS:

Declarant hereby reserves a twenty (20) foot easement for installation and maintenance of utilities.

SECTION 4. TEMPORARY STRUCTURES:

No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently except that tents and recreational vehicles may be used by owner or his or her family in "camping out". Permanent mobile homes may be used if they are in good condition, well-maintained, skirted and made to appear permanent.

SECTION 5. WATER POLLUTION - PREVENTION:

In the interest of public health and sanitation, and so that the above-described land and all the land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses thereof, the owner will not use the above-described property for any purpose that would result in the pollution or diversion of any waterway or spring that flows through or is adjacent to such property by refuse, sewage, or other material that might tend to pollute the waters of any stream or streams or spring or otherwise impair the ecological balance of the surrounding lands, except for stock watering. All sewage disposal shall be built and maintained to Ferry County Health Department standards.

SECTION 6. SUCCESSORS:

ALL the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

SECTION 7. ASSIGNMENT:

This agreement may be transferred and assigned to any subsequent owner, their heirs, transferees, successors or assigns upon the acquisition of a legal interest in any portion of the above property.

SECTION 8. RECOURSE:

These covenants are to run with the land. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in this development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them so doing or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 9. PRIVATE ROADS:

All private roads on this property that are used as ingress and egress to other properties will be left open for the use of the property owners and no obstruction shall be placed on these roads except the property owner may build and maintain an animal guard at a location in lieu of a gate.

SECTION 10. ATTORNEY'S FEES:

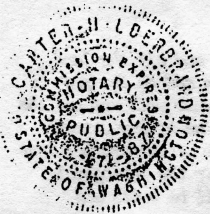
Should the Declarant or any successor initiate legal action against the Declarant or any other party to this agreement for any reason arising out of this transaction or as a result of it, the prevailing party shall be entitled to a reasonable attorney's fee.

202186

DATED THIS 25th day of July, 1986.Roy M. Leland
ROY M. LELANDVirginia E. Leland
VIRGINIA E. LELAND, by Roy M. Leland,
her attorney in factState of Washington)
) s.s.
County of Ferry)

On this 25th day of July, 1986, before me,
the undersigned a Notary Public in and for the State of Washington, duly com-
missioned and sworn, personally appeared Roy M. Leland to me known to be the
individual described in and who executed the foregoing instrument for himself
and as attorney in fact of Virginia E. Leland also therein described, and ac-
knowledgeed to me that he signed and sealed the same as his voluntary act and
deed and as the free and voluntary act and deed of the said Virginia E. Leland
for the uses and purposes therein mentioned, and on oath stated that the power
of attorney authoriaing the execution of this instrument has not been revoked
and that the said Virginia is now living.

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

Carter H. Leland
Notary Public in and for the State of
Washington, residing at RepublicMy commission expires 8-7-87Indexed ✓✓
Recorded _____
Compared _____
Paged Out _____STATE OF WASH. COUNTY OF FERRY, SS
FILED OR RECORDED
VOL. ME OF 0 P. PAGE 202186
REQUEST OF Ferry County Title
ON Jul 29 (10:55am) '86
LILLIAN E. MONTAGUE
COUNTY AUDITORBY _____
DEPUTY
MAIL TO Ferry County Title
Box 351 Republic, Wa. 99166

202186