

NORTHERN WILDERNESS ESTATES

81-4

- A. Agreement. Each purchaser accepting a contract or deed for property in the above development, shall be deemed to covenant and agree with all the purchasers of other property therein and with developer with respect of his property, subject to the following restriction and conditions:
- B. Building Regulations. Each lot or parcel shall be used exclusively as a single residence lot. No structure, including any fence, shall be erected, placed or altered on any lot until building plans, specifications and map showing locations of structures have been approved in writing as to conformity and harmony of external design with existing or proposed structures in the subdivision by developer, his successors in interest, or the Architectural Control Committee, nor shall any trees be removed without such approval.
- (1) No roads for motor vehicles from the top of the bank, on lots 2-16 Block A shall be built, to the river.
  - (2) No prefabricated metal barns or sheds shall be allowed except by permission of the developers or the Architectural Control Committee.
  - (3) Members of the Architectural Control Committee are, Howard Heaton, Don Pratt, and Jim Heaton.
  - (4) All motor-homes, trucks, cars and other motor vehicles shall be housed in appropriate shelters as designated by developers or the Architectural Control Committee.
  - (5) No light colored mobile homes or shining, reflective metal roofs shall be allowed.
  - (6) No farm lights shall be allowed.

- C. Building Time Schedule. Purchaser agrees that construction of a residence shall meet the following completion schedule:
- (1) Completion of exterior within 12 months of beginning of construction of any unit of a dwelling.
  - (2) Completion of interior within 24 months of occupation; and
  - (3) Completion of any detached auxiliary or service building, fence or other secondary construction within 9 months.
- D. Minimum Ground Floor Areas. All lots in this subdivision may be used and are designated for mobile homesites, prefabricated homesites or conventional homesites. Mobile homes to be at least 24 feet wide by 60 feet long; prefabs and conventional homes to be at least 1200 square feet in living area.
- E. Access to River. Each lot owner shall have 1/40 undivided interest in boat launching ramp and to be maintained by property owners when 1/3 of the lots are sold. Boat launching ramp is to be designated as Lot # 1 Block A of this subdivision.
- F. Property Owners Association. Property owners association to be formed when 50% of the lots are sold.
- G. Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any plans or specifications or grading plan, which are not suitable, or desirable, in its opinion, for aesthetic or other reasons, and, in so passing on such plans, specifications and grading plans, and without any limitation on the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, of any of the materials of which it is to be built, the site on which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent neighboring property.

- H. All decisions of the Architectural Control Committee shall be final and the Architectural Control Committee shall not be liable for damages to anyone submitting plans for approval or making other requests of the Committee, nor to any owner, leasee, sub leasee or occupant of any lots by reason of mistake in judgement, negligence, of nonfeasance of itself, its agents or its employees arising out of or in connection with the approval or disapproval, of any of the plans or requests, and every owner agrees not to bring an action or suit to recover for such damages against the Architectural Control Committee or any members thereof.

These conditions are to run with the land and shall be binding upon the land owners in said subdivision and enforceable by such owners subject to the right of change or modification, hereinafter provided for, until December 31, 1991, and then in force to be continued automatically and without further notice for a period of ten (10) years, and thereafter for successive periods of ten (10) years each, without limitation.

Anytime, and without regard to or limitation upon the method of change, or revocation hereinbefore set forth in the paragraph first above, an amendment, change, modification or termination of these conditions may be made by the mutual written agreement between the then owners of record of not less than sixty-six and two-thirds (66<sup>2</sup>/<sub>3</sub>) percent of the lots in said Tract executed and placed of record in the Office of the County Recorder of Pend Oreille County, Washington.