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Assessor's Parcel No.'s 2658500, 2658600
Pt. Sec 9, Twn 35 N., Rng 40 EWM

Total of 12 page(s) Paid: \$ 51.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

FCLINTON

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

101987 ①

This Declaration of Covenants, Conditions and Restrictions, effective as of the 9 day of October, 2007, is made by COLVILLE BOYS, LLC, a Washington liability company, Real Estate Contract Purchasers from DALE D. ROSS and JUDY ROSS, husband and wife, recorded under Auditor's File Number 20060010963, hereinafter referred to as "declarants".

WITNESSETH,

WHEREAS, the declarants are owners of certain property in Stevens County, State of Washington, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference and is hereinafter referred to as the "property"; and

WHEREAS, the declarants have subdivided the property into separate lots identified as Lots A through O comprising the "project", as said lots are diagramed on Exhibits B and C attached hereto;

WHEREAS, these covenants are intended to affect all the property above described (Lots A through O), and to provide Easements for ingress and egress as diagramed on Exhibit B and to provide Utility easements as diagramed on Exhibit C;

WHEREAS, the declarants intend, by this document, to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said lots and the owners thereof.

NOW, THEREFORE, the declarants hereby declare that the property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value of the property and every part thereof. It is agreed and understood that the agreements herein contained are for the mutual benefit of each lot and of the whole property. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon the declarants and their successors in interest and assigns, and all of the parties having or acquiring any rights, title or interest in or to the part of the property in the project.

1. USE RESTRICTIONS

1.1 Construction type. All buildings placed on property shall be of new construction. Only new stick frame homes or the functional equivalent of a stick frame home shall be allowed. New doublewide or larger mobiles will be permitted so long as they are affixed to the property and their vehicle title is eliminated. Modular factory constructed homes and structural insulated panel homes (SIP) are acceptable as construction methods. All buildings shall be constructed in accordance with the provisions of the Uniform Building code in effect at the date of construction. Each residence shall contain at least 700 square feet, exclusive of garages, covered carports, shed and other outbuildings..

Lot A and Lot B as described herein shall be exempt from the 700 square foot size requirement of this section 1.1.

1.2. Single Family. Except as noted otherwise herein, only one single-family residence and outbuildings auxiliary thereto (ie.. garages, woodsheds, barns, etc.) may be constructed or permitted to remain on each lot. Small ancillary living quarters for close family members (ie. "mother-in-law quarters") no greater than 800 square feet in size shall be allowed provided that they conform to the architecture and colors of the primary residence.

1.3. Appearance. Buildings on residential lots shall be well-proportioned structures. Roof coverings shall be composition shingle or painted metal. No unpainted metal roofing permitted on any building within the development.

1.4. Construction completion. The exterior of any building shall be completed within 2 years of the beginning of construction. During the 2 year time frame, for construction of a new residential home or installation of new doublewide or larger mobile home, the parcel owner may stay in a Motor Home or R.V. only. Prior to the start

of construction of new frame built house, or installation of doublewide or larger mobile home, the parcel owner may stay on the property for up to six months in any calendar year. The owner during the period prior to construction or installation may stay in a Motor Home or R.V. only

1.5. Drainage. 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 Stevens County.

1.6. Business Activities. No commercial or industrial business that creates any excessive noise, offensive odors, high traffic, or trade shall be conducted upon any lot, nor shall anything be done on any parcel which may become an annoyance or nuisance to, or detract from the development or negatively effect the value of the property, provided however, these restrictions shall not prevent the rental or lease of any residence thereon as a single family dwelling.

2. MAINTENANCE AND CLEANLINESS

2.1. 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 the rules and regulations of the Stevens County Noxious Weed Control Board.

2.2 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 dumped, placed, disposed of, thrown, or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any parcel 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, subdivision road, and adjacent parcel owner's view.

2.3. Animals. All pets and livestock must be contained within the boundary of the parcel. No commercial raising of livestock or pets.

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

3. EASEMENT DEDICATION AND MAINTENANCE

3.1. Easement Dedication for Lots A through O. The dedicators hereby dedicate, grant, transfer and convey to all future lot owners within the property as described herein, and also reserve to themselves, permanent nonexclusive easements for ingress and egress on the property. Said easements shall be over and along the general location of the roads as diagramed on the map of easement locations attached as an Exhibit B to this agreement.

3.2 Utilities. Utility easements are hereby dedicated, transferred and conveyed, for the benefit of all lot owners, in the approximate locations as diagramed on Exhibit C, attached hereto. Utilities are to be buried within the road right-of way where practical.

3.3 Easement width. The road easements established herein shall be 30 ft. wide with utility easements being 20 feet in width, together with such other width as may be necessary for the construction, repair and maintenance of the easement..

3.4. Easement Maintenance. The lot owners are granted the right of beneficial use of easements herein described including the right to maintain, develop and construct said roads and utilities. The surface of the roadway shall be maintained so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary. The nature of the work contemplated by this agreement is periodic grading, graveling, cleaning, opening and establishing culverts or ditches for appropriate drainage and snow removal. The scope of the work contemplated herein does not include substantial road improvements of a more permanent or expansive nature such as paving, curbs, gutters, or sidewalks. The cost of any maintenance contemplated by this agreement shall be borne by each lot owner equally.

3.5. Costs of Maintenance. The cost of any capital road and utility improvements shall be borne by each lot owner in proportion with their beneficial use and enjoyment of the improvement. Any owner may initiate road or utility work by circulating among the other lot owners directly benefitted by the road work notice explaining the nature of the work and the cost of the work.. Upon receipt of the approval of a majority of the lot owners benefitted by the proposed road work, the road work will be done. Each owner benefitted by said road work shall be responsible for his or her pro-rata share of the work equitably based the sections and distances traveled on the road by each owner, and where the road work was done. The cost of improvements shall be due upon completion or as

otherwise mutually agreed. The cost of any work described herein shall be borne by the owners of each lot as described above except any lot owner may, at their own expense and at their discretion, contract for road maintenance or utility work to be done without the consent of the remaining owners, in which case that owner shall be solely responsible for all expenses so incurred.

3.6. Damage and Repair. In the event any lot owner, by the use of any roadway, causes a roadway or the utilities to be damaged or subject to other than usual, ordinary and reasonable wear, that lot owner shall have the obligation to restore the roadway or utility to the condition existent prior to such use and bear the expense individually.

3.7. Easement Relocation. The easements to Lots A through O as established by Exhibit A are intended to be general guides for the purposes of establishing locations where the easements shall be constructed. Once an easement road has been constructed, it shall be fixed at the location where constructed. A servient property owner shall have the right to relocate an easement location only in the event that the easement is interfering with the servient owners usage of their property and further only in the event that an alternative easement road is provided by the servient land owner, at his sole expense, that is as good or better for all parties using the easement.

4. GENERAL PROVISIONS

4.1. Duration and Amendment. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or here may hereafter own, property in the subdivision, for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by owners of two thirds of the lots or tracts has been recorded, agreeing to change the covenants in whole or in part.

4.2. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities having any right, title or interest to any parcel whether by deed or contract located on the property. Owner shall not mean those persons or entities having an interest merely as security for the performance of any obligation, unless they complete a foreclosure on their security interest and become an owner.

4.3. Enforcement. 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. Remedies of any type may be granted by the court, including but not limited to injunctive relief or damages or both. Jurisdiction and venue shall be in Stevens County Superior Court.

4.4. Waiver. 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.

4.5. Nuisance. 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.

4.6. Attorney Fees. 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. These protective covenants shall be fully incorporated into any instrument by reference to the same as "Declaration of Covenants, Conditions and Restrictions.

4.7. Severability. 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.

4.8. Binding Effect. By acquiring an interest in any lot, such person agrees to bind himself, his heirs and assigns to the protective covenants, to perform obligations, and road maintenance agreements.

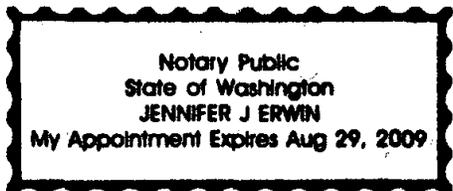
OFF. 371 PAGE 1407
VOL. 371 PAGE 1407

STATE OF WASHINGTON)
) SS
COUNTY OF STEVENS)

2007 0011812 PAGE 8 OF 12
STEVENS COUNTY, WASHINGTON

This is to certify that on this 6th day of Oct, 2007, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared DALE D. ROSS and JUDY ROSS, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Jennifer J Erwin
NOTARY PUBLIC in and for the State
of Washington residing in Sokal.
My commission expires Aug 29, 2009

OFF. 371 PAGE 1409
VOL. 371 PAGE 1409

EXHIBIT A

PARCEL A:

The North 1283.00 feet of the Fractional NE 1/4 of Section 9, Township 35 North. Range 40 East, W.M., in Stevens County, Washington.
EXCEPT the East 740.00 feet thereof.

PARCEL B:

The East 740.00 feet of the North 1283.00 feet of the Fractional NE 1/4 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

PARCEL C:

The South 1140.00 feet of the North 2423.00 feet of the Fractional E1/2 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.
EXCEPT the East 1680.00 feet thereof.
AND EXCEPT the North 1283.00 feet thereof.

PARCEL D:

The West 830.00 feet of the East 1680.00 feet of the South 1140.00 feet of the North 2423.00 feet of the Fractional E1/2 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

PARCEL E:

The East 850.00 feet of the of the South 1140.00 feet of the North 2423.00 feet of the Fractional E 1/2 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

PARCEL F:

The Fractional E1/2 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.
EXCEPT the East 1875.00 feet;
EXCEPT the North 2423.00 feet;
AND EXCEPT that part lying South and West of Gardner Road No. 652, also know as No. 406, as located on November 8, 1954.

PARCEL G:

The West 660.00 feet of the East 1875.00 feet of the Fractional E 1/2 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.
EXCEPT the North 2423.00 feet;
AND EXCEPT that part lying South and West of Gardner Road No- 652, also know as No. 406, as located on November 8, 1954.

PARCEL H:

The South 753.00 feet of the North 3176.00 feet of the East 1215.00 feet of the fractional E 1/2 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

PARCEL I:

The East 1215.00 feet of the Fractional E 1/2 of Section 9, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

EXCEPT the North 3176.00 feet;

EXCEPT the S 1/2 of the SE 1/4;

AND EXCEPT that part lying South and West of Gardner Road No. 652, also know as No. 406, as located on November 8, 1954.

PARCEL J:

The West 875.00 feet of the North 1053.00 feet of the NW 1/4 of Section 10, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

PARCEL K:

The East 975.00 feet of the West 1850.00 feet of the North 1053.00 feet of the NW 1/4 of Section 10, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

PARCEL L:

That part of the NW 1/4 of Section 10, Township 35 North, Range 40 East, W.M., in Stevens County, Washington, lying Northwesterly of Gardner Road No. 652, also known as No. 406, as located on November 8, 1954.

EXCEPT the West 1850.00 feet thereof.

PARCEL M:

The West 645.00 feet of the South 1415.00 feet of the North 2468.00 feet of the NW 1/4 of Section 10, Township 35 North, Range 40 East, W.M., in Stevens County, Washington.

PARCEL N:

That part of the West 1850.00 feet of the South 1415.00 feet of the North 2468.00 feet of the NW 1/4 of Section 10, Township 35 North, Range 40 East, W.M., in Stevens County, Washington, lying West of Gardner Road No. 652, also known as No. 406, as located on November 8, 1954.

EXCEPT the West 645.00 feet thereof.

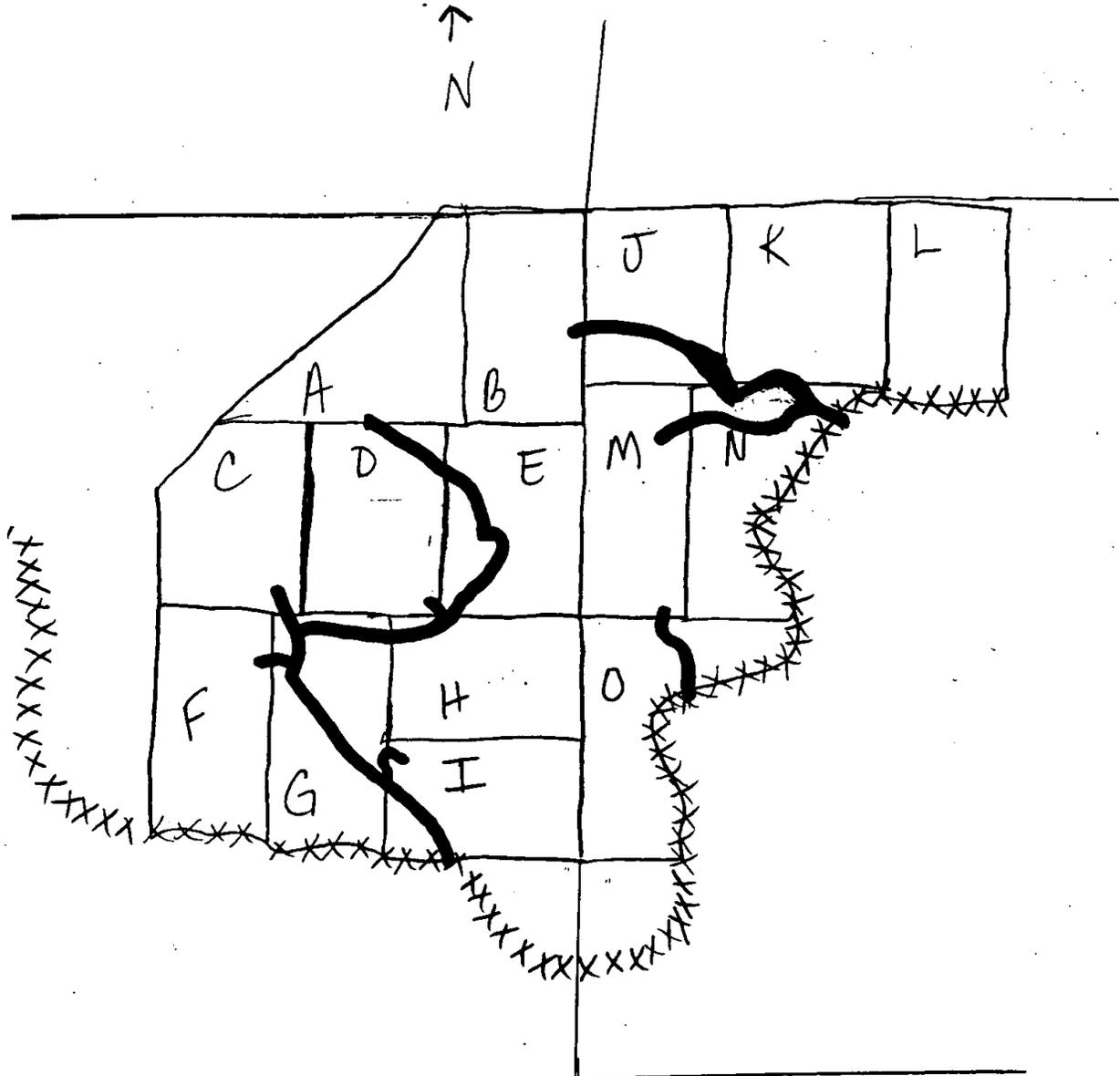
PARCEL O:

That part of the N 1/2 of the SW 1/4 and that part of the NW 1/4 of Section 10, Township 35 North, Range 40 East, W.M., in Stevens County, Washington, lying West of Gardner Road No. 652, also known as No. 406, as located on November 8, 1954.

EXCEPT the North 2468.00 feet thereof.

Exhibit B

9-35-40

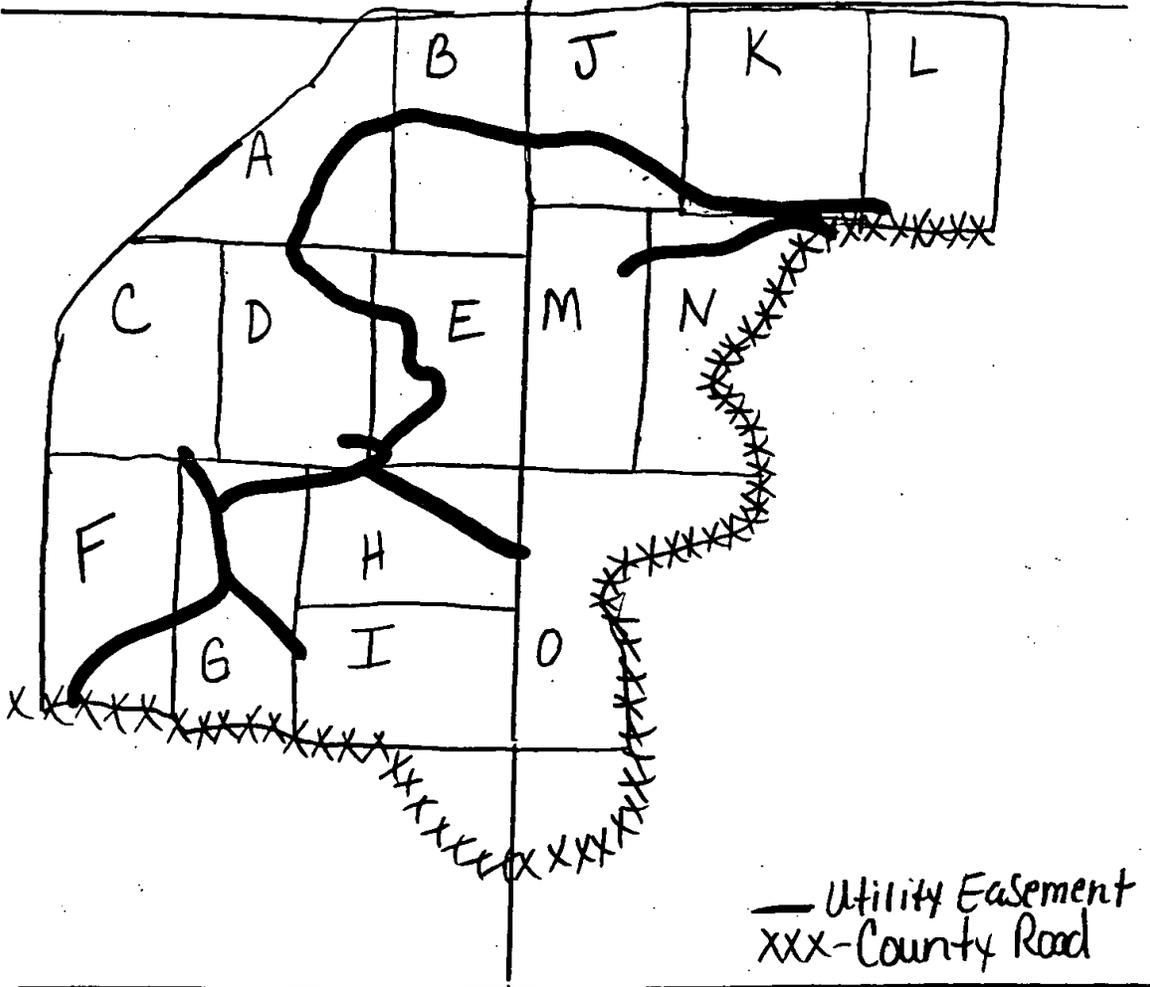


Not to Scale
For Illustrative
Purposes only.

XXXXX - County Roads
—— - Easement Roads

Exhibit C Utility Easement

9-35-40



Not to scale For
illustrative purposes
only.