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PEND OREILLE CO.
AUDITOR'S OFFICE
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REC. NO. 15850 AMT. PD 2500

PAGE 124 139

CONCERNING NORTH RIVER RANCHES I AND II/IV
PEND OREILLE COUNTY, WASHINGTON

BY *A. Threlk* DEPUTY

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The administrator shall prepare and submit for approval to the board, rules and regulations pursuant to the authority of this ordinance which may be amended from time to time by the board or planning commission. Hearing on rules and regulations along with amendments thereto shall be published in the legal newspaper of the county for two consecutive weeks. The last publication shall appear at least 10 days prior to the hearing.

Upon direction of the board, the prosecuting attorney is hereby empowered with the authority to seek injunctions to enforce on a civil basis, any of the requirements set forth herein, or the rules and regulations adopted.

Any violation of this ordinance, including the rules and regulations adopted pursuant hereto, is hereby declared a misdemeanor with maximum penalty of \$500.00 or 6 months in jail or both.

The prosecuting attorney may accept a written assurance of discontinuance of any act or practice violating this ordinance from any person who has committed or is committing such an act or practice. The assurance may include a promise to file a proposed short plat of subdivision for approval and to satisfy any reasonable conditions required to affect its approval. Any willful failure to perform a promise contained in such an assurance shall constitute a misdemeanor, punishable to the same extent as other misdemeanors defined above.

A transferee who cannot secure a building permit, septic tank permit or other developmental permits for the reason that his transferor failed to comply with any provision of the ordinance may recover damages from his transferor to include compensation for the loss of his bargain, actual costs of investigation and suit, reasonable attorney's fees and such additional elements as the law allows.

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The auditor shall refuse to accept for filing any short plat or long plat which does not bear the boards certificate of approval. Should a short plat or long plat be filed without such a certificate, the prosecuting attorney shall apply a writ of mandamus on behalf of the board, directing the auditor to remove the unapproved plat from the auditor's files.

The assessor shall promptly notify the administrator of every new segregation of land made upon the assessor's records. Upon learning of such segregation, the administrator shall investigate the same to determine whether a division of land in violation of this ordinance may have occurred.

If any provision of this ordinance or it's application to any person or circumstance is held invalid, the remainder of this ordinance or the application of this provision to other persons or circumstances shall not be affected.

Land within a short subdivision, the short plat of which has been approved within 6 years immediately preceding, may not be further divided until the requirements of a long plat have been met.

Repealer:

- 1. Pend Oreille County Ordinance No. 70-1, enacted May 11, 1970
- 2. Pend Oreille County Ordinance No. 70-2, enacted May 11, 1970
- 3. Pend Oreille County Ordinance No. 72-1, enacted April 10, 1972

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER THE 15TH DAY OF MAY, 1977.

COVENANTS:

The plat shall contain minimum covenants in accordance with rules and regulations applicable to either subdivisions or short subdivisions.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Scott R. Linden and Julie L. Linden are the owners of the

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following described real property situated in Pend Oreille County, Washington, which has been
and recorded as North River Ranches I and II, a subdivision, in book of plats,
page , records of the county recorder, Pend Oreille County, Washington, on
instrument number and does hereby make the following declaration as to the limitation,
restrictions, and uses to which the above described property may be put, and the same
constitutes protective or restrictive covenants concerning the above described real property as
follows:

1. No lot purchaser or his or her assigns shall subdivide any lot in this subdivision, Scott R. Linden and Julie L. Linden (subdividers) shall long plat 2 lots. (one will be the northerly lot in North River Ranches I, and the other will be the most southerly lot in North River Ranches II) these lots will not be subdivided further after the long plat. The total number of lots in each subdivision after the long plat shall be 5 lots in the North River Ranches I, and 6 lots in North River Ranches II.
2. Construction or placement of any dwelling upon any lot shall meet county regulation of building and safety. No mobile homes or stick sided dwellings of any kind shall be allowed. Allings of livable area of less than 1200 square feet shall not be allowed. Modular homes manufactured before January 1, 1992 shall not be allowed. Any modular home shall be of a log sided type or wood composite siding with 2x6 minimum stud walls, and shall be installed on a permanent foundation with substantial stanch, railing, and foundation enclosures. All will be installed in a professional workmanlike manner. No more than two dwellings units may be erected or installed on any lot, and each must conform to the above criteria.
3. All barn, shop building, or other buildings shall be constructed to be inconspicuous in color or other building shall be constructed of a size no to exceed 4500 square feet or 20 feet in height as measured to the top of the wall. All out buildings, barns, garages and storage buildings of the metal sided type shall be painted green or tan or another inconspicuous color as to blend with the natural surroundings. All out buildings, barns, garages, and storage buildings built to an exterior design resembling traditional barns may be painted in traditional

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colors such as red and white, or may be log sided or composite sided. The intent of the above covenant is to allow common metal pole type buildings provided precautions are taken to make them blend rather than stand out.

4. Owner may keep horse and cattle for their own use, but not more than a combined total of one per acre. Other farm animals may be kept for personal use on a hobby farm basis. No animals, including dogs and cats may be bred or maintained for commercial purposes.
5. Fencing of livestock must be of such nature as to keep the livestock within the confines of the owner's property. A minimum of four strand wire fence is required. Post must be a maximum of 15 feet apart with adequate bracing at all corners. A single electric wire is not considered suitable.
6. All exterior lighting must be controlled focus and intensity so as not to disturb neighbors on subdivision property. All signs shall come under the exclusive control of the owners committee, except those on school grounds, fire stations, and the like.
7. No tents, trailer, motor homes, or other structures of temporary nature for human habitation shall be allowed on these platted tracts or lots for more than 5 months of continuous use, in any one year.
8. Pend Oreille County has no zoning. Therefore, it is necessary for these covenants to restrict the use of these platted lots to residential, hobby farm or hobby ranch use. No retail commercial use, manufacturing or equipment, truck or automotive repair or other heavy repair or fabrication shall be performed in a commercial volume or for monetary compensation. No business signs, banners or vehicles advertising services for hire will be allowed on these platted lots. Professional, home office types of businesses will be allowed, such as real estate services, insurance or types provided they are conducted in a manner consistent with residential living and do not contribute unduly to noise, congestion or traffic and provided no sign, vehicle, banner or other external visual means are used to attract business to the site. In addition, the production of art (sculpture, painting, pottery, photography, etc.) will be allowed provided it is original (mass production of cast items, for example on a commercial industrial scale will not

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be allowed.

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9. No tree with a diameter of 8 inches at breast height or larger will be cut without the express permission of Scott R. Linden or Julie L. Linden. If such permission is granted, the proceeds from any marketable timber shall be applied to the lot owners principal debt.

USE RESTRICTIONS:

1. the lot purchaser is hereby given notice that he or she must contact the county, the Department of Wildlife, or other agencies before performing work of an kind on the river bank. Knowledge of rules, laws and regulations pertaining to construction on the bank use or modification of the bank are the responsibility of the purchaser or his or her assigns. Some of these regulations include but are not limited to the following: 1) Vegetation may be cleared from 30% of the owners waterfront. 2) No machinery may be used below the bank. 3) No work may be performed below the normal high water mark without a hydrology permit from the Department of Wild Life.
2. Signs of any kind except professional signs of appropriate size, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
3. The use and storage of unlicensed motor vehicles (unless within buildings) and equipment.
4. Each owner shall provide external maintenance upon his tract and any structure thereon, including painting and repairing the structures, maintaining the grounds, and not permitting refuse piles or other unsightly objects to accumulate on the grounds.
5. These covenants will run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years.
6. With the purchase of a lot in North River Ranches I or II the purchaser or his assigns hereby agree to abide by the above covenants and agree to meet as a member of North River Ranches I and II Lot Owners Association on the first Saturday in July of each year, in front of the County

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Garages on Lake Sullivan Road in order to promote understanding among neighbors and to resolve any common concerns that may arise.

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7. Should any one of the protective covenants by judgement or court order be ruled invalid, or should any one of the protective covenants be in direct conflict with county ordinance, then this in noway affects any other of the provisions which shall remain in full force and effect.

Dated this 8 day of Sept 1972.

North River Ranches I and II by:



Scott R. Linden
Scott R. Linden

Julie F. Linden
Julie L. Linden

*Charles W. Meyer, Attorney
Resides in Marysville WA
Comm Expires 6-14-95*

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PEND OREILLE CO.
ASSESSOR'S OFFICE
PEND OREILLE, OR

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DECLARATION OF PROTECTIVE COVENANTS
CONCERNING NORTH RIVER RANCHES I AND II

PEND OREILLE COUNTY, WASHINGTON

BY A. Debra DEPUTY

The administrator shall prepare and submit for approval to the board, rules and regulations pursuant to the authority of the ordinance which may be amended from time to time by the board or planning commission. Hearing on rules and regulations along with amendments thereto shall be published in the legal newspaper of the county for two consecutive weeks. The last publication shall appear at least 10 days prior to the hearing.

Upon direction of the board, the prosecuting attorney is hereby empowered with the authority to seek injunctions to enforce on a civil basis, any of the requirements set forth herein, or the rules and regulations adopted.

Any violation of this ordinance, including the rules and regulations adopted pursuant hereto, is hereby declared a misdemeanor with maximum penalty of \$500.00 or 6 months in jail or both.

The prosecuting attorney may accept a written assurance of discontinuance of any act or practice violating this ordinance from any person who has committed or is committing such an act or practice. The assurance may include a promise to file a proposed short plat of subdivision for approval and to satisfy any reasonable conditions required to affect its approval. Any willful failure to perform a promise contained in such an assurance shall constitute a misdemeanor, punishable to the same extent as other misdemeanors defined above.

A transferee who cannot secure a building permit, septic tank permit or other developmental permits for the reason that the transferor failed to comply with any provision of the ordinance may recover damages from the transferor to include compensation for the loss of his bargain, actual costs of investigation and such reasonable attorney's fees and such additional damages as the law allows.

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/s/ SSO

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The auditor shall refuse to accept for filing any short plat or long plat which does not bear the board's certificate of approval. Should a short plat or long plat be filed without such a certificate, the prosecuting attorney shall apply a writ of mandamus on behalf of the board, directing the auditor to remove the unapproved plat from the auditor's files.

The assessor shall promptly notify the administrator of every new segregation of land made upon the assessor's records. Upon learning of such segregation, the administrator shall investigate the same to determine whether a division of land in violation of this ordinance may have occurred.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of this ordinance or the application of this provision to other persons or circumstances shall not be affected.

Land within a short subdivision, the short plat of which has been approved within 5 years immediately preceding, may not be further divided until the requirements of a long plat have been met.

Repealer:

1. Pend Oreille County Ordinance No. 70-1, enacted May 11, 1970
2. Pend Oreille County Ordinance No. 70-2, enacted May 11, 1970
3. Pend Oreille County Ordinance No. 72-1, enacted April 10, 1972

THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER THE 15TH DAY OF MAY, 1977.

COVENANTS:

The plat shall contain minimum covenants in accordance with rules and regulations applicable to other subdivisions or short subdivisions.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Scott R. Lindam and Julie L. Lindam are the owners of the

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/s/ SSI

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be allowed.
9. No tree with a diameter of 8 inches at breast height or larger will be cut without the express permission of Scott R. Linden or Julia L. Linden. If such permission is granted, the proceeds from any marketable timber shall be applied to the lot owners principal debt.

USE RESTRICTIONS:

1. The lot purchaser is hereby given notice that he or she must contact the county, the Department of Wildlife, or other agencies before performing work of an kind on the river bank. Knowledge of rules, laws and regulations pertaining to construction on the bank use or modification of the bank are the responsibility of the purchaser or he or her assigns. Some of these regulations include but are not limited to the following: 1) Vegetation may be cleared from 30% of the owners waterfront. 2) No machinery may be used below the bank. 3) No work may be performed below the normal high water mark without a hydrology permit from the Department of Wild Life.
2. Signs of any kind except professional signs of appropriate size, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
3. The use and storage of unlicensed motor vehicles trailers within building and equipment.
4. Each owner shall provide general maintenance upon his tract and any structure thereon, including painting and repairing the structure, maintaining the grounds, and not providing refuse piles or other unsightly objects to accumulate on the grounds.
5. These covenants will run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years.
6. With the purchase of a lot in North River Ranches I or if the purchaser or his assigns hereby agree to abide by the above covenants and agree to meet as a member of North River Ranches I and II Lot Owners Association on the first Sunday in July of each year, in front of the County

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Neighbors and to resolve any common concerns that may arise.
7. Should any one of the protective covenants by judgement or court order be ruled invalid, or should any one of the protective covenants be in direct conflict with county ordinances, then the in howev affects any other of the provisions which shall remain in full force and effect.

Dated this 20th day of April, 1983.

North River Ranches I and II by:

Scott R. Linden
Scott R. Linden

Julia L. Linden
Julia L. Linden

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Following described real property situated in Pinal County, Washington, which has been placed and recorded as North River Ranches I and II, a subdivision, in book of plat, page records of the county recorder, Pinal County, Washington, on instrument number and does hereby make the following declaration as to the emission, restriction, and uses to which the above described property may be put, and the same covenants restrictive or restrictive covenants concerning the above described real property as follows:

1. No lot purchaser or his or her assigns shall subdivide any lot in this subdivision, Scott R. Linden and Julie L. Linden (subdividers) shall long plat 2 lots. Lots will be the northern lot in North River Ranches I, and the other will be the most southerly lot in North River Ranches II. These lots will not be subdivided further after the long plat. The total number of lots in each subdivision after the long plat shall be 5 lots in the North River Ranches I, and 6 lots in North River Ranches II.

2. Construction or placement of any dwelling upon any lot shall meet county regulations of building and safety. No mobile homes or stick sided dwellings of any kind shall be allowed. Dwellings of less than 1200 square feet shall not be allowed. Modular homes manufactured before January 1, 1982 shall not be allowed. Any modular home shall be of a log sided type or wood composite siding with 2nd minimum steel walls, and shall be installed on a permanent foundation with substantial stairs, railing, and foundation enclosure. All will be installed in a professional workmanship manner. No more than two dwellings units may be erected or occupied on any lot, and each must conform to the above criteria.

3. All barn, shop building, or other buildings shall be constructed to be inconspicuous in color or other building shall be constructed of a size no to exceed 4500 square feet or 20 feet in height as measured to the top of the roof. All out buildings, barns, garages and storage buildings of the metal sided type shall be painted green or tan or another inconspicuous color as to blend with the natural surroundings. All out buildings, barns, garages, and storage buildings built to an exterior design resembling Residential barns may be painted in traditional

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colors such as red and white, or may be log sided or composite sided. The intent of the above covenant is to allow common metal pole type buildings provided precautions are taken to make them blend rather than stand out.

4. Owner may keep horses and cattle for their own use, but not more than a combined total of one per acre. Other farm animals may be kept for personal use on a hobby farm basis. No animals, including dogs and cats may be bred or maintained for commercial purposes.

5. Fencing of livestock must be of such nature as to keep the livestock within the confines of the owner's property. A minimum of four strand wire fence is required. Futz must be a maximum of 15 feet apart with adequate bracing at all corners. A single electric wire is not considered suitable.

6. All exterior lighting must be controlled focus and intensity so as not to disturb neighbors on subdivision property. All signs shall come under the exclusive control of the owners committee, except those on school grounds, fire stations, and the like.

7. No barn, water, motor home, or other structures of temporary nature for human habitation shall be allowed on these platted tracts or lots for more than 5 months of continuous use, in any one year.

8. Pinal County has no zoning. Therefore, it is necessary for these covenants to restrict the use of these platted lots to residential, hobby farm or hobby ranch use. No retail commercial use, manufacturing or equipment, truck or automobile repair or other heavy repair or fabrication shall be performed in a commercial volume or for monetary compensation. No business signs, banners or vehicle advertising services for hire will be allowed on these platted lots. Professional, home office types of businesses will be allowed, such as real estate services, insurance or types provided they are conducted in a manner consistent with residential living and do not contribute unduly to noise, congestion or traffic and provided no sign, vehicle, banner or other external visual means are used to attract business to the site. In addition, the production of art sculpture, painting, pottery, photography, etc. will be allowed provided it is original (mass production of cast items, for example on a commercial industrial scale will not

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RECEIVED
FRANKLIN COUNTY
AUDITOR'S OFFICE

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH RIVER RANCHES II LONG PLAT

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NORTH RIVER RANCHES II LONG PLAT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made with reference to the following facts:

- A. Declarant is the owner of lots 1, 2, 3, 4, 7, 8, 9, 10 in North River Ranches long plat. The ten lots of the above long plat are the only properties subject to this Declaration (including lots 5&6).
- B. Declarant has or intends to sub-divide the entire property described above into the ten lots (1-10) and to establish a planned community, which shall consist of single family detached residences.
- C. The development shall be hereinafter referred to as the "Project," the Owner of each Parcel shall receive title to his individual Parcel (as defined herein).
- D. Declarant intends by this document to establish a uniform system of mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said Parcels and the Owners thereof.
- E. It is the intention of the Declarant to form a Washington Corporation which will be NORTH RIVER RANCHES HOME OWNERS ASSOCIATION INC. for the express purpose of increasing the legal strength of this Declaration, within one year of the recordation of the above long plat at the Declarant's expense.

Declarant hereby declares that any property which is made subject to this Declaration by the recordation of said Declaration (specifically and only lots 1-10 of North River Ranches II long plat) 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 and attractiveness of the property, and every part thereof, in accordance with the plan for the improvement of the Property, and the establishment of a planned community thereon. All of the limitations, covenants, conditions, restrictions, and easements shall constitute upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the project.

ARTICLE 1

1.1 Description of Project.

1.1.1 The project consist of the underlying Property with the residential Parcels and all other improvements located or to be located thereon, and includes all Property pursuant to this Declaration.

1.1.2 No lot purchaser or his assigns shall subdivide any lot in this subdivision.

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
NORTH RIVER RANCHES II LONG PLAT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made with reference to the following facts:

- A. Declarant is the owner of lots 1, 2, 3, 4, 7, 8, 9, 10 in North River Ranches long plat. The ten lots of the above long plat are the only properties subject to this Declaration (including lots 5&6).
- B. Declarant has or intends to sub-divide the entire property described above into the ten lots (1-10) and to establish a planned community, which shall consist of single family detached residences.
- C. The development shall be hereinafter referred to as the "Project," the Owner of each Parcel shall receive title to his individual Parcel (as defined herein).
- D. Declarant intends by this document to establish a uniform system of mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said Parcels and the Owners thereof.
- E. It is the intention of the Declarant to form a Washington Corporation which will be NORTH RIVER RANCHES HOME OWNERS ASSOCIATION INC. for the express purpose of increasing the legal strength of this Declaration, within one year of the recordation of the above long plat at the Declarant's expense.

Declarant hereby declares that any property which is made subject to this Declaration by the recordation of said Declaration (specifically and only lots 1-10 of North River Ranches II long plat) 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 and attractiveness of the property, and every part thereof, in accordance with the plan for the improvement of the Property, and the establishment of a planned community thereon. All of the limitations, covenants, conditions, restrictions, and easements shall constitute upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the project.

ARTICLE 1

1.1 Description of Project.

1.1.1 The project consist of the underlying Property with the residential Parcels and all other improvements located or to be located thereon, and includes all Property pursuant to this Declaration.

1.1.2 No lot purchaser or his assigns shall subdivide any lot in this subdivision.

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1.1.3 Lot number 1 (one) will be specifically excepted throughout the following covenants and these exceptions will be clearly and specifically stated in each section where they exist. The reason for this "unequal" treatment as lot 1 is approximately three times the size of the adjoining lots in the subdivision and to deny it broader use than the adjoining lots would substantially lower the value of the lot (excepted). Lot one is at the end of the road and will only share a lot line with lot number 2. For these reasons and the very specific exceptions, the Declarant does not see a conflict.

1.1.4 No lot shall have constructed or installed upon it more than one home or dwelling, with the exception of lot 1 which may have two. One primary home and one guest home. Only one of these may be located along the River frontage. The other must be located "inland" and away from the water. The minimum livable square footage shall be 1,000 square feet. No maximum home square footage shall be established in these covenants. Two kitchens for the purpose of entertaining or housing long term guest will be allowed. The purpose of this is to provide the possibility of a guest quarters within one house without creating a duplex.

1.2 Privacy Screen Common Area.

1.2.1 A Washington State Corporation shall be formed for the purpose of creating a lot owners association with power to enforce the covenants and to maintain the common area, at the expense of the Declarant. Once in place, a trust account will be opened and yearly dues of \$25.00 per lot will be deposited to be used in the future to clean, maintain and improve the privacy strip as agreed by the Home Owners Association.

1.2.2 A privacy screen strip of land as indicated on the Plat for the purpose of maintaining a dense tree line along River Ranch Road is to be commonly owned and maintained by NORTH RIVERS RANCHES II HOME OWNERS ASSOCIATION INC. for the common good of the lot owners. This area may be used in common as a walk area or cross country ski area or may be improved as and used as a bridle path, provided the path is a narrow walking path for horses and does not substantially degrade the screen effect of the tree line.

1.2.3 Taxes for this area will be paid in equal portion by all ten lot owners and will appear on each regular tax statement.

1.2.4 No tree will be removed from the privacy strip unless agreed to by the Association. In the event, manageable timber is removed from the common area, all proceeds will go into the Association's account.

1.2.5 Each lot owner shall create one driveway through the privacy screen at the point of their choosing. A suburban style approach shall be constructed across the snow ditch and over a 12" curb of galvanized steel covered of adequate length. Each driveway will contain atleast one screen shortly after originating at River Ranch Road, the purpose being to maintain the privacy screen and prevent views into cleared areas.

Article 2

2.1 Utilities

2.1.1 All lot owners may have easment across the PRIVACY STRIP COMMON AREA at any practical point, while taking care to maintain the tree curtain as much as possible.

2.1.2 No shared utility easment "strips" are shown on the plat with the exception of lots 5 and 6. It is the intention of the Declarant to require each individual lot owner to run their utilities from the road to their home site along the path of their driveway. If utility swaths were taken for each pair of lots as well as individual driveways, the effect of the trees would be lost. Lots five and six are exceptions to 2.1.2

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2.1.3 These covenants are not intended to prevent neighbors from sharing the expense of running utilities to home sites. Lots 1 and 2, lots 3 and 4, lots 7 and 8 and lots 9 and 10, can share the cost by agreeing to use one driveway or the other to get the lines to the River and then granting an easment near the edge of the bank to cross to the neighbors home site.

ARTICLE 3
USE RESTRICTIONS

In addition to all the covenants contained herein, the use of the Property and each Parcel thereon is subject to the following:

3.1 Use of individual parcels.

3.1.1 No parcel shall be occupied and used except for single family residential purposes by the Owner, their tenants, and social guests (to include but not limited to, uses common to residential dwellings, such as routine meetings and gatherings for clubs, and other organizations) unless otherwise authorized herein.

3.1.2 Bend, Orville County has no zoning. No business of any kind may be operated upon any of these lots except for hobby type businesses which are quiet and are not visible from any of the other lots and no sign is used to attract the public. Real estate sales, insurance and other common home businesses which do not require signs or commercial locations and are commonly allowed in zoned residential areas of other counties, will be allowed. The Home Owners Association may stop the operation of any of the above allowed enterprises if the majority deem it to be too disruptive and/or out of character for the subdivision and outside of the spirit of this covenant.

3.2 Lighting.

All exterior lighting must be controlled focus and intensity so as not to disturb neighbors of their view.

3.3 Nuisances.

No noxious, illegal, or offensive activities shall be carried on in any Parcel, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Parcel, or which shall increase the rates of insurance for the Project or individual Parcels or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

3.4 Signs.

No signs shall be displayed to the public view on any Parcels or on any portion of the Property, except such signs as are approved by the Board of Homeowners appointed by the Board. "For Sale" or "For Rent" signs shall be allowed and will not exceed three square feet in size. All signs shall come under the exclusive control of the owners committee. The Declarant expressly reserves the right to employ finger signs during the initial marketing of each lot.

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3.5 Animals.

Lot #1 is almost 6 acres and will be allowed to keep up to 6 horses, up to 18 domestic fowl, up to 10 other small animals such as rabbits. Lot #1 will be allowed to keep up to three pigs and three beef steers and four lambs, provided all are involved in current or imminent 4-H projects, otherwise one steer, one milk cow and two sheep may be kept, plus dogs and cats and other common household pets such as birds.

All other lots will be limited to three horses, plus dogs and cats and other common household pets such as birds. No animals may be bred for a business on any of the lots and no kennels will be allowed.

These lots are large by any standard. However, the spirit of this covenant demands all animals be kept in a manner consistent with the best animal husbandry practice. Shelters, corrals and barns shall be of substantial construction. Animal waste will not be allowed to accumulate. Each lot owner must carefully consider his neighbor while caring for and enjoying his animals. Each lot owner must keep all horses as close to the center of his lot (across the short dimension) and as close to the road buffer zone as possible to provide the maximum available buffer for the homes along the River bank (with the exception of lot # 1 whose owner will maintain all animals as far from the road and the River and the lot line shared with lot # 2 as is practicable).

3.6 Garbage and Refuse Disposal

All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage containers, and storage piles shall be kept screened and concealed from view of other Parcels, streets, and common areas (except on the collection day of the local disposal service).

3.7 Right to Lease.

Except for a Parcel in possession of an institutional lender following a default in its first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, the respective Parcels shall not be rented by the Owners thereof for transient or hotel purposes, which shall include as (a) rental for any period less than three (3) days, or (b) any rental if the occupants of the Parcel are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the owners of respective Parcels shall have the absolute right to lease their Parcel (but not less than an entire Parcel) provided that the rental agreement is written and made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and the Bylaws, and any reasonable rules and regulations published by the Association, and that the failure of the tenant to comply with the Project Documents shall constitute a default under the rental regulations published by the Association, and that the failure of the tenant to comply with the Project Documents shall constitute a default under the rental agreement.

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3.8 Radio and Television Antennas.

No alteration to or modification of a central radio or television antenna system or cable television system, if any shall be permitted, and no Owner may be permitted to construct, use or operate his own external radio, television, or other antenna without the consent of the Board (except that normal antennas sufficient to pick up radio and television reception from Spokane shall be permitted). Cable TV is available underground at the lot line).

3.9 Vehicle Restrictions.

No commercial vehicle, truck (other than standard size pick-up truck), inoperable or unregistered automobile or similar vehicle or equipment shall be permitted to remain upon any area within the Project, other than temporarily for purposes of loading and unloading of passengers or personal property, unless placed or maintained within an enclosed garage or carport. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive. No noisy or smoky vehicles shall be operated on the Property, and no motorized vehicles shall be allowed anywhere in the Project except on streets and within driveways and designated parking areas. No off road unlicensed motor vehicles shall be operated on the Property except for (1) golf carts or other electric toys or vehicles or small, slow gas powered vehicles, provided they remain on the owners lot and are equipped with properly installed and operating noise suppression devices. This use may be terminated by the Board if any individual for owner consistently offends the peace and quiet of any other lot owner.

3.10 Liability of Owners for Damage to Common Area

The Owner of each Parcel shall be liable to the Association for all damages to any Recreational Common Area and any other part of the Project or improvements thereon caused by such Owner or any occupant of his Parcel or guest.

ARTICLE 4

ARCHITECTURAL CONTROL

4.1.1 No mobile home or manufactured home or modular home of any kind will be allowed on these planned lots for any reason, with the exception of lots 5 and 6. Any reference to mobiles or manufactured homes or modular homes anywhere in these covenants apply only to lots 5 and 6 and no other lot in the project. Lots 2 and 6 are under ownership other than that of the Declarant and enjoy the right to place mobile or manufactured or modular homes because the lot owners originally purchased the lots under previous covenants which allowed them.

4.1.2 Exterior construction of any building shall be completed within one year of start of construction including (but not limited to) paint, stain, or sealer. The interior may be completed over a longer period of time provided all construction materials of any kind are stored inside. No site built home or modular home shall be less than 1,000 square feet of habitable area on the ground floor.

4.1.3 Any mobile or manufactured home or site built home or shop or storage shed or other building placed on any lot for any reason must have a pitched (gable) roof of composition single tile or shake or other residential roof material, including metal, provided it is of the type commonly used on homes and buildings in the North West.

4.1.4 Any building used as a dwelling (including mobile and manufactured homes) will have wood siding, wood composite siding, vinyl or metal siding provided it emulates wood siding or

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Any material commonly used on site built homes, including log homes and rough sawn board and batten siding, provided it is properly installed and finished. The purpose of this covenant is to ensure no metal siding of the type used on older mobiles or the type used on utility buildings is used on any home or building in the subdivision.

4.1.5 No mobile home or manufactured home built before 1992 or less than 24 feet in width or less than 1,000 square feet of livable area on the ground floor will be allowed to be placed on any of the lots in the development. When a manufactured home is installed, the installation will be held to the highest industry standard. Siding (not plywood sheathing) of a material and installation method generally accepted as permitted in the industry. Foundations must conform to county standards. Porches and stairs must be finished in a workmanlike manner and to a degree to attract; allow ingress and egress through any exterior doors on a permanent basis, within one year of the placement of the home on the foundation. No manufactured home may be parked on any lot for longer than 6 months without being installed on a proper foundation. If the home is parked for any period of time without being installed on the foundation, the elapsed time will be deducted from the year given to complete stairs and porches and siding.

4.1.6 Construction of "pole" or "post" type buildings with colored metal siding and roofing as commonly seen in the Northwest will be allowed for use as utility and hobby buildings. Storage buildings of the pre-built type commonly offered at hardware stores will be allowed and considered permanent and they will be considered to have a foundation, provided they have sturdy integrated skids and they are installed near and level on the site. Everyone is encouraged to use colors which blend with the surroundings (green) unless the building is made to look like a barn, in which case traditional colors may be used. No building constructed for utility or hobby use shall exceed 20 feet in height as measured from the ground to the top of the wall or 5,000 square feet in ground floor area. Post type construction may be used for the construction of a home, provided it looks like a home and not a pole building. It was atleast 18 inch side eaves and 1 foot gable end eaves and otherwise meets the parameters set forth above.

4.1.7 Clearing of driveways and home sites will be done with each neighbor in mind. It is the hope of the Declarant that each lot owner purchased his lot to have a tree and that each lot owner will work to keep all of the trees he can (especially the large trees) and still achieve his objective for his lot. These covenants do not seek to help anyone from cutting trees, however with each neighbor in mind, no lot owner will be allowed to cut any tree within the feet of either long side of the lot line except to him to maintain the health of the surrounding trees or to remove dead wood. Any existing large trees which are healthy and are not in danger of falling and are larger in diameter than 6 inches at breast height may not be cut if they are within five feet from the long property line. No more than 50% of the vegetation, including trees may be cleared from the River bank (shore). That is, about one third there may be taken (not a clear cut of 50% of the bank) provided all authorities having jurisdiction have been notified by the lot owner or the trees to be cut and all required permits are obtained.

Each lot owner is responsible to check with all authorities, even if a permit is not required which may have jurisdiction for an understanding of the current rules and regulations regarding cutting and clearing of trees and vegetation, as these may modify or nullify the guide lines set forth above.

If the lot owner owes money to anyone as a mortgage, trust deed or land contract against the lot, the lot owner must obtain the permission of the person they owe the money to before cutting any trees. They must then pay any of the proceeds from any logging on their lot against that debt unless otherwise agreed in advance, in writing.

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ARTICLE 5

5.1 Recreational Use.

5.1.1 Any recreational vehicle used on these lots must be maintained in good original condition with no external lamprompy or permanent attachments including but not limited to decks, staking, concrete pads, additions or siding. No recreational vehicle may be used as a permanent dwelling. No recreational vehicle manufactured before 1972 may be used on these lots. A recreational vehicle may be used for full time "carniving" from May to October of any year and occasional winter use. No external camping equipment (such as but not limited to tents, berberques, tables, floors and beds, except when in the water, and tied to the dock) shall be left "set-up" or sitting out at any time when the property is not occupied for more than 48 hours. During periods of non use of the camp site longer than 45 days, all items seasonal to the recreational vehicle must be stored inside a permanent storage building or garage or removed from the lot. A recreational vehicle may be used by the lot owner for full time living for one year from the start of construction of a site built home or the start of preparation of the site for a manufactured home.

These covenants have been recorded to provide use restrictions by NORTH RIVER RANCHES II LONG P.L.T. while a Washington, State Corporation incorporating these covenants and the structure of the Home Owners Association to enforce them is formed and recorded for the benefit of the current and future lot owners and at the expense of the Declarant.

The covenants contained within this Declaration are subject to change while the Corporation is being formed. These covenants represent the ideas of the Declarant and majority of owners. However, the opinions, suggestions and ideas of the other current lot owners (Mr. and Mrs. Pellic and Mr. and Mrs. Naccarato) concerning any changes or modifications they may desire will be heavily weighted and carefully considered by the Declarant. Any changes will be made in a spirit of co-operation and mutual consideration by the current owners, as quickly as possible.

Any potential purchaser who's purchase may be completed before the Corporation is completed and recorded may express their concerns or desires regarding the final covenants in consideration by the current owners.

(Potential purchaser) _____ agree to abide by the above covenants and restrictions recited (or when recorded) against my lot. I have also agree to be a member(s) of NORTH RIVER RANCHES II HOME OWNERS ASSOCIATION informally now and formally as soon as the a Washington State Corporation can be formed (in any case no more than one year from the recording of the plat).

signed _____ date _____

signed _____ date _____

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Pend Orellie County Auditor

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (Declaration) made on the date hereinafter set forth, by Scott & Julie Uppert, Husband and Wife (Declarant) as made with reference to the following facts:

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95 MAR 6 PM 3 03

FRONT CLIPPEWATER COUNTY
CLERK OF COURTS
117 REC 1127-1113
E.A. 2445 - R 1219
B. Davidson - EBRT

4-585

5 0 6 7 7 1 1

A. DECLARANT is the owner of lots 1, 2, 3, 4, 7, 8, 9, & 10 in North River Ranches long plat. The ten lots of the above long plat are the only properties subject to this Declaration (including lots 5 & 6).

B. DECLARANT has or intends to sub-divide the entire property described above into the ten lots (1 - 10) and to establish a planned community which shall consist of single family detached residences.

C. The development shall be hereinafter referred to as the "Project". The Owner of each Parcel shall receive title to his individual Parcel (as defined herein).

D. DECLARANT intends by this document to establish a uniform system of mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said Parcels and the Owners thereof.

E. DECLARANT declares by recording this document to establish a simple "majority rule" Lot Owners Association, to be known as NORTH RIVER RANCHES LOT OWNERS ASSOCIATION. Each lot purchaser, the Declarant and the current or former (Mr. and Mrs. Polke and Mr. and Mrs. Neumann) agree to abide by and actively enforce these covenants.

In the event a flagrant and constant violation occurs, the other lot owners agree to meet and discuss the violation, in person or by phone or mail. After discussion, a course of action shall be decided on and quickly executed.

Such action may begin with warning letters and extend to prosecution in the court system (in which case, the legal cost of prosecution will be equally shared by all owners (except the violator). Any damages or reimbursement from the violator shall be distributed equally to the other lot owners.

A meeting of the NORTH RIVER RANCHES LOT OWNERS ASSOCIATION shall be held each year on the first Saturday of August at 12:00 P.M. in the County Garage parking lot directly across from the intersection of Lane Sullivan Road and North River Ranch Road. The purpose of the meeting is to promote understanding between neighbors. Attendance is not mandatory. The Declarant hereby expresses the desire for cooperation and understanding among the lot owners, allowing the simple structure to work for the benefit of all who own them. Each lot purchaser is expected to go the extra mile to maintain congenial relations.

ARTICLE 1

1.1.1 The Project consists of the underlying property with the residential parcels and all other improvements located or to be located thereon, and includes all property pursuant to this Declaration.

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Pend Orellie County Auditor

1.1.2 No lot purchaser or his assigns shall subdivide any lot in this subdivision.

1.1.3 Lot number 1 (one) will be specifically excepted throughout the following covenants and these exceptions will be clearly and specifically stated in each section where they exist. The reason for the "unequal" treatment is lot 1 (one) is approximately three times the size of the adjoining lots in the subdivision and to deny it broader use than the adjoining lots would substantially lower the value of the lot (excepted). Lot 1 (one) is at the one of the road and will only share a lot line with lot 2 (two) for these reasons and the very specific exceptions, the Declarant does not see a conflict.

1.1.4 No lot shall have constructed or installed upon it more than one home or dwelling, with the exception of lot 1 (one) which may have two, contingent upon the approval of Clippewater Sewer and Water District additional. At the time of recording of these Covenants, only one water meter is approved for lot one (1). The Clippewater District would have to (1) approve the installation of another watermeter on the same tap or (2) the installation of another meter and tap or (3) allow the operation of the second "some cut of the same meter". In the event two meters are approved for lot one (1) the District may not consider the additional meter as deducted from the service commitment to any other lot in North River Ranches II. Only one of these may be located along the river frontage. The other must be located "inland" and away from the water. The minimum livable square footage shall be 1,000 square feet. No maximum home square footage shall be established in these covenants.

1.1.5 Any lot may have a home with two kitchens and may be operated off of a single watermeter, as long as the robot is a large home with guest quarters and not a duplex.

1.2 Privacy Screen Area.

1.2.1 A privacy screen strip of land is indicated on the Plat by the shaded area around North River Ranch Road. The purpose of this area is to provide privacy for each lot from the road while maintaining a "natural" or heavily forested look to the development.

Each lot owner will be responsible for property taxes, general liability (as much as any private lot owner has liability on their private property) and shall otherwise enjoy all rights associated with private ownership (except for the use restrictions listed below) on the portion of the privacy strip which abuts their lot, extending to the road right-of-way line and defined by the logical projection of each lot line to the road right-of-way, except in the case of the shared line between lots 1 (one) and 2 (two), in which case the line will be projected north to the road right-of-way.

1.2.2 No lot owner shall construct a dwelling, building, or other structure on the privacy strip area. Each lot owner may fence this area provided the fence is in good taste.

1.2.3 No owner shall use the privacy strip area for parking, camping, storing gardening or for any purpose other than ingress and egress and access to utility lines.

1.2.4 No tree cutting or trimming will be allowed in the privacy screen area except as required to maintain drives, general safety of people and the health of the trees.

1.2.5 The privacy strip area is not to be used for walking or vehicles or horse trails.

1.2.6 Each lot owner agrees to be responsible for the removal of brush and brush piles from their portion of the privacy strip as described above.

1.2.7 Each lot owner may post his or her name or other indication to visitors at the edge of the privacy area, as long as the sign is in good taste.

1.2.8 Each lot owner may create one driveway through the privacy screen not to exceed 20' in width at a point of their choosing. Each lot owner will be responsible for the construction of a substantial driveway approach across the snow drift and over a 12' piece of galvanized steel culvert of adequate length. Each driveway will contain at least one substantial curb strip after originating at River Ranch Road. The purpose being to maintain privacy by preventing views into cleared areas.

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extent of adequate length. Each driveway will contain at least one substantial curve shortly after originating at River Ranch Road. The purpose being to maintain privacy by preventing views into covered areas.

ARTICLE 2

2.1.2 No shared utility assessment "strips" are shown on the plat with the exception of Lots 5 (five) and 6 (six). It is the intention of the Declarant to require each individual lot owner to run their utilities from the road to their home site along the path of their driveway. If utility easements were taken for each pair of lots as well as individual driveways, the effect of the trees would be lost. Lots 5 (five) and 6 (six) are exceptions to 2.1.2.

2.1.3 An assessment for purpose of installing and maintaining utilities (including but not limited to poles, wires and other methods of transmission underground) is hereby created on each lot for the express purpose of providing each lot access to the utilities in River Ranch Road and each lot. The ability to install and service such lines as may be required. The individual assessment as described below for each lot is to be expressly reserved for that lot. Any sharing of assessments must be done by a separate agreement by neighbors.

Private lot (15) wide utility assessment seven and one half feet (7'1/2) wide either side of the centerline of any driveway or roadway commencing at the intersection of said road and River Ranch Road and extending generally eastward along roadway or driveway or other property as required on each individual lot to the intersection with the normal high water line of the Pend Oreille River. In addition, general easement for maintenance and installation of underground utilities is hereby granted in the graded privacy screen area for a width of ten feet (10') at any point where it meets the right-of-way of River Ranch Road. Any fencing in this area is subject to the easement and should be constructed with this in mind. No utility shall be held liable for any damage to fencing or crossing the easement area.

2.1.4 These covenants are not intended to prevent neighbors from sharing the expense of running utilities to home sites. Lots 1 (one) and 2 (two), Lots 3 (three) and 4 (four), Lots 7 (seven) and 8 (eight), and Lots 9 (nine) and 10 (ten), can share the cost by agreeing to use one driveway or the other to get the lines to the River and then granting an easement near the edge of the bank to cross to the neighbors home site.

ARTICLE 3
USE RESTRICTIONS

In addition to all the covenants contained herein, the use of the Property and each parcel therein is subject to the following:

3.1 Use of Individual Parcels.

3.1.1 No parcel shall be occupied and used except for single family residential purposes by the Owner, their tenants, and social guests (to include but not limited to, uses common to residential dwellings, such as reunion meetings and gatherings for clubs and other organizations) unless otherwise authorized herein.

3.1.2 Pend Oreille County has no zoning. No business of any kind may be operated upon any of these lots except for hobby type businesses which are quiet and are not visible from any of the other lots and no sign is used to attract the public. Real Estate sales, insurance and other common home businesses which do not require signs or commercial locations and are commonly allowed in zoned residential areas of other counties, will be allowed. The Home Owner's Association may stop the operation of any of the above allowed enterprises if the majority deem it to be too disruptive and/or out of character for the subdivision and outside of the spirit of this covenant.

3.2 Lighting.

All exterior lighting must be contained within and intensely so as not to disturb neighbors of their view.

3.3 Nuisances

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No noxious, illegal, or offensive activities shall be carried on in any parcel, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or from any way, insofar as the quiet enjoyment of each of the Owners of the respective parcel, or which shall increase the cost of insurance for the Project or individual Owners or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impact the structural integrity of any building.

3.4 Signs.

No signs shall be displayed to the public view on any parcels or on any portion of the Property, except such signs as are approved by the Board or committees appointed by the Board. For Sale of Real Estate signs shall be allowed and will not exceed three square feet in size. All signs shall come under the exclusive control of the Owner's committee. The Declarant expressly reserves the right to employ larger signs during the initial marketing of each lot.

3.5 Animals.

The owner of Lot 1 (one) may keep horses and cattle for their own use, but not more than a combined total of one per acre. Other farm animals will be allowed on Lot 1 (one) if kept on a hobby basis, for personal use.

Lots 2 (two) through 10 (ten) will be allowed to have one horse per each full acre, plus other common domestic animals such as cats and dogs. No animals may be bred for business nor may a kennel of any kind be operated on any lot.

These lots are large by any standard. However, the spirit of this covenant demands all animals be kept in a manner consistent with the best animal husbandry practices. Showers, corals and barns shall be of substantial construction. Animal wastes will not be allowed to accumulate. Each lot owner must carefully consider his neighbor while caring for and enjoying his animals. Each lot owner must keep all horses as close to the center of his lot (across the short dimension) and as close to the road buffer zone as possible to provide the maximum available buffer for the homes along the River bank, with the exception of Lot 1 (one) whose owner will maintain all animals as far from the road and the River and the lot line shared with Lot 2 (two) as is practicable).

3.6 Garbage And Refuse Disposal.

All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage and other wastes shall not be kept except in sanitary containers. All equipment, garbage containers, and storage piles shall be kept screened and concealed from view of other Parcels, streets and common areas (except on the collection day of the local disposal service).

3.7 Right To Lease.

Except for a parcel in possession of an institutional lender following a default in the first mortgage, a foreclosure proceedings, or any deed or other arrangement in lieu of foreclosure, the respective Parcels shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined (a) rental for any period less than three (3) days, or (b) any rental if the occupants of the parcel are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen and bellboy service. Subject to the foregoing restrictions, the owners of respective Parcels shall have the absolute right to lease their Parcel (but not less than an entire Parcel) provided that the rental agreement is written and made subject to the covenants, conditions, restrictions, limitations and uses contained in this

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3.7 Radio And Television Antennas:
No alteration to or modification of a central radio or television antenna system, shall be permitted and no Owner may be permitted to construct use or operate his own external antenna if it is unsightly or causes undue interference in any way to a neighbor. Antennas for C.B. radios or similar radios will be allowed provided they meet the criteria.

3.8 Vehicle Restrictions:

No commercial vehicle, truck (other than standard size pick-up-truck) incapable or unregistered automobile, or similar vehicle or equipment shall be permitted to remain upon any area within the Project, other than temporarily for purposes of loading and unloading of passengers or personal property unless placed or maintained within an enclosed garage or carport. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inconspicuous. No noisy or smoky vehicles shall be operated on the Property, and no motorized vehicles shall be allowed anywhere in the Project except on streets and within driveways and designated parking areas. No off road unlicensed motor vehicles shall be operated on the property except for (1) golf carts or other electric carts or vehicles of small, slow, gas powered vehicles, provided they remain on the owners lot and are equipped with properly installed and operating noise suppression devices. This use may be terminated if any individual lot owner consistently offends the peace and quiet of any other lot owner.

ARTICLE 4
ARCHITECTURAL CONTROL

4.1.1 No mobile home or manufactured home or modular home of any kind will be allowed on these zoned lots for any reason, with the exception of Lots 5 (five) and 6 (six). Any reference to mobile or manufactured home or modular home anywhere in these Covenants apply only to Lots 5 (five) and 6 (six) and no other lot in the project. Lots 5 (five) and 6 (six) are under ownership other than that of the Declarant and enjoy the right to place mobile or manufactured or modular homes, because the lot owners originally purchased the lots under previous covenants which allowed them.

4.1.2 Exterior construction of any building shall be completed within one year of date of construction including (but not limited to) paint, stain, or sealer. The interior may be completed over a longer period of time provided all construction materials of any kind are stored inside. No new built home or modular home shall be less than 1,000 square feet of livable area on the ground floor.

4.1.3 Any mobile or manufactured home or site built home or shop or storage shed or other building placed on any lot for any reason must have a pitched (gabled) roof of composition shingle, tile or shake or other residential roof material, including metal, provided it is of the type commonly used on homes and buildings in the North West.

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4.1.4 Any building used as a dwelling (including mobile and manufactured homes) will have wood siding, wood composite siding, vinyl or metal siding (provided it emulates wood siding) or any material commonly used on site built homes, including log homes and rough sawn board and batten siding, provided it is properly installed and finished. The purpose of this covenant is to ensure no metal siding of the type used on older mobiles or the type used on utility buildings, is used on any home or building in the subdivision.

4.1.5 No mobile home or manufactured home built before 1992 or less than 24 feet in width or less than 1,000 square feet of livable area on the ground floor will be allowed to be placed on any of the lots in the development. When a manufactured home is installed, the installation will be to the highest industry standard. Siding (if not pre-seq shall be of a material and installation method generally accepted as permanent in the industry. Foundations must conform to county standards. Porches and stairs must be finished in a workmanlike manner and to a degree to at least allow ingress and egress through any entrance doors on a permanent basis, within one year of the placement of the home on the foundation. No manufactured home may be parked on any lot for longer than 6 (six) months without being installed on a proper foundation. If the home is parked for any period of time without being installed on the foundation, the elapsed time will be deducted from the year given to complete stairs and porches and siding.

4.1.6 Construction of "pole" or "post" type buildings with colored metal siding and roofing as commonly seen in the Northwest will be allowed for use as utility and hobby buildings. Storage buildings of the pre-built type commonly offered at hardware stores will be allowed and considered debarment and they will be considered at least level on the site. Everyone is encouraged sturdy integrated studs and they are installed (nail and) level on the building's made to look like a barn. In which case traditional colors may be used. No building constructed for utility or hobby use shall exceed 20 feet in height as measured from the ground to the top of the wall or 5,000 square feet in ground floor area. Post type construction may be used for the construction of a home, provided it looks like a home and not a pole building, has at least 18 inch side eaves and 1 foot gable end eaves and otherwise meets the parameters set forth above.

4.1.7 Clearing of driveways and home sites will be done with each neighbor in mind. It is the hope of the Declarant that each lot owner purchased his lot to have a broad parcel and that each lot owner will work to keep all of the trees he can (especially the large trees) and still achieve his objective for his lot. These covenants do not seek to stop anyone from clearing trees, however, with each neighbor in mind, no lot owner will be allowed to cut any tree within five feet of either long side of his lot line except to thin to maintain the health of the surrounding trees and any dead wood. Any existing large trees which are healthy and are not in danger of falling and are larger in diameter than 6 inches at breast height may not be cut or they are within five feet from the long property line. No more than 30% of the vegetation, including trees may be cleared from the River bank frontage. That is, about every third tree may be taken (not a clear cut of 30% of the land) provided all authorities having jurisdiction have been notified by the lot owner of the trees to be cut and all required permits are obtained.

Each lot owner is responsible to check with all authorities even if a permit is not required which may have jurisdiction for an understanding of the current rules and regulations regarding cutting and clearing of trees and vegetation, as these may modify or nullify the guide lines set forth above.

If the lot owner owes money to anyone as a mortgage, trust deed or bond contract against the lot, the lot owner must obtain the permission of the person they owe the money to before cutting any trees. They must then pay any of the proceeds from any logging on their lot against that debt, unless otherwise agreed in advance, in writing.

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