

Auditor File #: 1999 0010781

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on 09/10/1999 at 14:21

AFTER RECORDING MAIL TO:

MONTGOMERY LAW FIRM
344 East Birch Street
P.O. Box 269
Colville, Washington 99114-0269

Total of 3 page(s) Fee: \$ 10.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AGAGNON

Parcel No. 1701185 and a Portion of 1699400

79062 (5) File: 2519

SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

The undersigned, JAMES W. HARBERD and FUMIKO T. HARBERD, husband and wife, Owners of the real property hereinafter described, located in Stevens County, Washington, hereby make the following amendment of the legal description affected by all existing Declarations of Protective Covenants, and as to limitations, restrictions, and uses to which the property may be put, and hereby specify that such declarations shall constitute covenants to run with all the land described below, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners of such property, this declaration of restrictions being designed for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as specified in the original Declaration of Protective Covenants and all amendments thereto including this Second Amendment. The property which is the subject of this Second Amendment to Declaration of Protective Covenants is legally described as follows:

PARCEL 1:

The N 1/2 of the SE 1/4; and the SW 1/4 of the SE 1/4 of Section 13, Township 36 North, Range 37 East, lying North of State Highway 395 and South of the ownership of the United States of America, AND EXCEPTING THEREFROM a strip of land two hundred forty (240) feet in width, more or less, parallel to State Highway 395, EXCEPTING FURTHER any additional distances that may be required by the Stevens County Planning Department for the development of commercial lots with State Highway 395 frontage.

PARCEL 2:

That part of the NW 1/4 of the SE 1/4 and that part of the SW 1/4 of the NE 1/4 of Section 13, Township 36 North, Range 37 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the Southwest corner of the NW 1/4 of the SE 1/4 of said Section 13; thence North 3°37'37" West, along the West boundary of the NW 1/4 of the SE 1/4 of said Section 13, a distance of 500.00 feet; thence North 86°22'23" East, a distance of

SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS - Page 1

OFF VOL. 240 PAGE 0581



36.69 feet to the True Point of Beginning of this description; thence continue North 86°22'23" East, a distance of 323.31 feet; thence North 3°37'37" West to a point on the U.S.B.R. Boundary as presently located; thence Northwesterly along said boundary to a point located North 2°28'30" West from the Point of Beginning; thence South 2°28'30" East to the True Point of Beginning.

The foregoing legal descriptions shall supersede and replace in their entirety all previous legal descriptions pursuant to Paragraph 12 of the Declaration of Protective Covenants recorded September 19, 1984 under Auditor's File No. 540331. Further, pursuant to the foregoing and that certain Declaration of Protective Covenants recorded April 17, 1990 under Auditor's File No. 9002441, and all other existing Declaration of Protective Covenants, the undersigned representing in excess of seventy-five percent (75%) of the ownership interest in the real property hereinabove described, make, the following amendments to all existing covenants:

Paragraph 3: Restrictions on Further Subdivision: Paragraph 3 shall be amended as follows: No lot within the plat herein shall be further sub-divided; except that any lot may be sub-divided if all portions thereof are, by said sub-division, made an integral part of and attached to an adjacent lot.

Paragraph 4: General Residence Restrictions: Paragraph 4 shall be amended as follows: No building whatever except a private, single family dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on the above-described property or any part thereof, and such dwelling house permitted on the property shall be used as a private residence only.

Paragraph 5: Business Activities: Paragraph 5 shall be amended as follows: No commercial or industrial business nor any noxious or offensive trade or activity shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood; provided, however, this residence shall not prevent the rental or lease of the residence thereon as a single family dwelling.

FUTURE DEVELOPMENTS: All existing Declarations of Protective Covenants as now amended, shall apply to all existing residential platted parcels within the hereinabove described legal descriptions. Any other existing differences in all prior Declarations of Protective Covenants shall remain in full force and effect as to existing platted parcels only. All future non-commercial platted parcels shall be governed by all Declarations of Protective Covenants as now amended. Further, all existing Declarations of Protective Covenants, as amended hereby shall apply with like effect to all future non-commercial plats within said legal descriptions. All existing Declarations of Protective Covenants and this Second Amendment shall not apply to commercial plats hereinafter approved by the Stevens County Planning Department.

DATED this 10th of September, 1999.


JAMES W. HARBERD


FUMIKO T. HARBERD

SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS - Page 2

OFF. 240 PAGE 0582
VOL.

STATE OF WASHINGTON }
 } ss
COUNTY OF STEVENS }

On this day personally appeared before me JAMES W. HARBERD and FUMIKO T. HARBERD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of September, 1999.



Chris A. Montgomery
NOTARY PUBLIC in and for the State of
Washington, residing at Coleville, Wa.
My Appointment Expires: 8-1-02

8901475

RECEIVED
1989 FEB 28 PM 12 13
STEVENS COUNTY AUDITOR

At request of
Stevens County Planning
and Community Development
WILLIAM E. PROVOST
COUNTY AUDITOR

AFTER RECORDING RETURN TO:

MONTGOMERY LAW FIRM
Attorneys at Law
344 East Birch Street
Colville, Washington 99114-0260
Mail to: *File*
\$8.00

DECLARATION OF PROTECTIVE COVENANTS

The undersigned JAMES W. HARBERD and FUMIKO T. HARBERD, Owners of the real property hereinafter described, located in Stevens County, Washington, and having been duly platted into Tracts and Streets to be known as ASAHI TERRACE, records of Stevens County, Washington, hereby make the following declarations as to limitations, restrictions, and uses to which the lots or tracts constituting such sub-division may be put, and hereby specify that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such sub-division, this declaration of restrictions being designed for the purpose of keeping said sub-division desirable, uniform and suitable in architectural design and use as specified herein:

I. DESCRIPTION OF PROPERTY

The property which is the subject of these Restrictive Covenants is described as follows:

Lots 1 through 30, inclusive, of ASAHI TERRACE, as per Plat thereof recorded in Stevens County, Washington.

II. DURATION

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

DECLARATION OF PROTECTIVE
COVENANTS - Page 1

OFF. 128 PAGE 1566
VOL.

AFF. #
REAL ESTATE EXCISE TAX
AMT. Pd. *None*
DATE *2-28-89*
STEVENS COUNTY TREAS. *Deputy*
BY *Steve Oropot*

8901475

8901475

13-36-37

III. RESTRICTION ON FURTHER SUB-DIVISION

No lot within the Plat herein described shall be further sub-divided, except that any lot may be sub-divided if all portions thereof are, by said sub-division, made an integral part of and attached to an adjacent lot.

IV. GENERAL RESIDENCE RESTRICTION

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

V. BUSINESS ACTIVITY

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

VI. CONSTRUCTION

All buildings placed on the property shall be of new construction. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. Any structure shall be completed within one (1) year of construction. There shall be no more than two (2) buildings detached from the dwelling on any lot.

VII. MOBILE HOMES, MODULAR HOMES AND TRAILERS PROHIBITED

No mobile homes, modular homes or trailer houses shall be placed on the property. No structures of a temporary character, recreation vehicle, tent, shack, garage, basement or other outbuildings shall be used as a residence.

VIII. FENCES

Property line fences or screens must be of reasonable height and may not unduly obscure the view or detract materially from the use and enjoyment of adjacent property.

IX. TRASH REMOVAL

No trash, garbage, refuse, ruins or other remains of any kind, including disabled vehicles, shall be thrown, dumped, placed, disposed of or permitted to remain on any portion of the land within the plat, whether vacant or

**DECLARATION OF PROTECTIVE
COVENANTS - Page 2**

occupied, nor shall the premises be used as a storage area for any purpose other than the storage of materials used in connection with the operation of a household. The owners and person or persons in possession or control of any lot shall be responsible for the prompt removal therefrom of all trash, garbage, refuse, ruins or other remains. All trash, garbage and other refuse shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from street view.

X. ANIMALS

No domestic animal, fowl, or livestock of any kind shall be kept, quartered or maintained on any lot, except that dogs, cats or other common household pets may be kept on a non-commercial basis; provided, however, no animal or fowl of any kind shall be kept, quartered or maintained on any lot if its presence constitutes a nuisance.

II. SET-BACK RESTRICTIONS

No buildings shall be located on any lot nearer than twenty-five (25) feet from the front lot line nor nearer than ten (10) feet to any side or rear lot line.

XII. MODIFICATION

The covenants, agreements, conditions, reservations and restrictions created and established herein may be waived, terminated or modified as to the whole of the above-described property constituting the plat or any portion thereof with the written consent of the owners of seventy-five per cent (75%) of the lots in the plat.

XIII. ENFORCEMENT

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

DATED this 7th day of November, 1988.


JAMES W. HARBERD


FUMIKO T. HARBERD

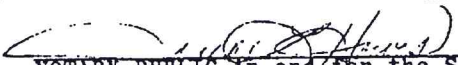
DECLARATION OF PROTECTIVE
COVENANTS - Page 3

OFF. 128 PAGE 1568
VOL. 128

STATE OF WASHINGTON }
COUNTY OF STEVENS } ss.

On this day personally appeared before me JAMES W. HARBERD and FUMIKO T. HARBERD, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of November, 1988.


NOTARY PUBLIC in and for the State of
Washington, residing at Colville, WA.
My Commission Expires: 1-31-90



DECLARATION OF PROTECTIVE
COVENANTS - Page 4

OFF. 128 PAGE 1569
VOL.