

DECLARATION OF COVENANTS TO RUN WITH LAND PLATTED
AS "WEST BRANCH PARADISE ADDITION" TO
PEND OREILLE COUNTY, WASHINGTON

137385

WHEREAS, this platted subdivision was created for the purpose of providing an exclusive year around retreat for individual owners of the respective lots and/or tracts included therein, together with recreational facilities deemed essential to the full use and enjoyment of the natural attractions of the locale.

WE, the undersigned RAY A. CROSMAN, IRMA CROSMAN, LOUIS CHESURIN and INELDA CHESURIN and TATTRIE, DAVIDSON & ASSOCIATES, INC. a Washington corporation, hereinafter called the dedicators, being the fee and equitable owners of the real estate situate in Pend Oreille County, State of Washington, described in that certain subdivision plat known as West Branch Paradise Addition, as said plat is now recorded in Book 3 of Plats 153 Page in the office of the Auditor of Pend Oreille County, Washington, do hereby make the following declarations as to the limitations, restrictions, and uses to which the lots and/or plats constituting said subdivision may be put, hereby specifying that said declaration shall constitute covenants to run with all of 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 upon all future owners in said subdivisions, these declarations of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable for the uses and purposes herein specified:

1. That said premises or any building erected thereon shall not at any time be used for the purpose of any trade, business, or manufacture.
2. That no building on any of the lots shall be constructed closer than fifty (50) feet from any of the extreme property lines.

FILED FOR RECORD IN PLAT BOOK 3 PAGE 153
RAY A. CROSMAN, IRMA CROSMAN, LOUIS CHESURIN, INELDA CHESURIN, TATTRIE, DAVIDSON & ASSOCIATES, INC.
COUNTY CLERK, PEND OREILLE COUNTY, WASHINGTON

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3. All lots in this subdivision shall be known and described as residential lots, shall not be further subdivided, shall have only one residence per lot, excluding guest house.

4. The exterior appearance, including finished painting, of any building erected or placed on any lot shall be completed within four years from the date building was started.

5. No buildings for pigs, goats or geese shall be permitted, nor shall any of these be kept on any lot.

6. All facilities for sewage disposal and water supply system for portable use shall be constructed and operated in a sanitary manner acceptable to the county health officer, trailer homes shall be self contained or have acceptable facilities for sewage disposal and water supply.

7. These covenants are to run with the land and shall be binding on all parties and persons claiming under them unless by a vote of a majority of the property owners of the lots, it is agreed to change the covenants in whole or part.

The dedicators do hereby dedicate to the grantees, their heirs, successors and assigns, Lot 27 of this addition for the use of a common park to be maintained by the grantees as provided for herein.

8. That there shall be included with a conveyance of each lot within the subdivision of a perpetual right or easement in common with all other present and future owners and relatives and friends accompanied by property owners of lots within said subdivision to use a 20 foot strip of land adjoining the streams and ponds thereon for the purpose of fishing the waters which flow through the subdivision. An addition 30 foot easement to each lot owner for the purpose of laying of main water lines, and power transmission lines to service each lot, thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the

other site owners. Anything tending to detract from the attractiveness and value of the property for residents purposes will not be permitted.

9. The purchaser of each lot or tract within this subdivision shall for himself, his heirs, successors and assigns, covenant that the property so conveyed to said purchaser shall be subject to an annual charge of not less than \$25.00 to be fixed by the dedicators, their successors and assigns. The dedicator does hereby covenant that they shall assign all of their interest to a non-profit corporation organized under the laws of the State of Washington to be known as the "West Branch Paradise Association" for the purpose of maintaining roads not dedicated to the County, the development of the water system to serve each property owner and for such other purposes as the members of said non-profit corporation may direct who shall be responsible for the collection among their members who shall be identical to the lot owners or purchasers and participate in the assessments so levied on each owner. The purchaser of each lot or tract within this subdivision for himself, his heirs, successors and assigns, covenants that he will pay his charge to the corporation on the 15th day of April in each and every year, and further covenants that such charge shall on said date in each year become a lien on the land and shall continue to be such a lien until fully paid. Such charge shall be payable to said non-profit corporation and shall be devoted to the maintenance of the roads, water systems and such other purposes that shall from time to time be determined by the directors of said non-profit corporation. The purchasers by the acceptance of a deed of conveyance of such lot or tract expressly vest in the dedicators, their successors and assigns, the right and power to bring all actions

against the owner of the premises thereby conveyed or any part thereof for the collection of such charge and to enforce the aforesaid lien therefore.

10. The dedicators and every person hereinafter having any right, title or interest in any lot in said subdivision shall have the right to stop the violation of any said restrictions, by injunction or other lawful procedure, to recover any damages resulting from such violation plus attorney fees to enforce said covenants.

11. Should any one or more of these covenants be invalidated by judgment or court order, the rest of the provisions not affected thereby shall never the less remain in full force and effect.

Dated at Spokane, Washington this _____ day of October, 1972.

TATTRIE, DAVIDSON & ASSOCIATES, INC.

by [Signature] President [Signature]

by [Signature] Secretary [Signature]