



AFTER RECORDING RETURN  
TO:

LEE CAMPBELL  
3105 E. BOONE  
SPOKANE, WA 99202

### Conservation Covenant

**Grantor:** Moran View, LLC - Lee Campbell

**Grantee:** Moran View Estates Homeowners Association

**Brief Legal Description:** Portion of S1/2, Sec. 2, T. 24 N., R 43 E., W.M.

**Tax Parcel Nos.:** 34024.9123, 34025.9124 & 34025.9132

#### RECITALS

- a. The Property that is the subject of this Covenant is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached ("Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- b. The purpose of this Covenant is to restrict activities and uses of the Property in order to allow for the permanent preservation of certain wetlands, streams, and their associated buffer areas in their natural state, as illustrated in Exhibit C ("Wetlands").
- c. This document is an environmental (restrictive) covenant ("Covenant") executed pursuant to the Spokane County BoCC, Findings of Fact, Decision and Conditions, No. 96-0454, dated May 14, 1996.

#### COVENANT

LEE CAMPBELL as Grantor and owner of the Property herein covenant and declare on behalf of themselves and all heirs, assigns, and successors in interest into whose ownership the below described real property might pass that the Wetlands on the Property will be preserved and maintained in their natural state in perpetuity. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the property and shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

##### Section 1. General Restrictions and Requirements.

Any activity on, or use of the Property inconsistent with the purposes of the Covenant is prohibited. The following general restrictions and requirements shall apply to the Property:

- a. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued preservation and maintenance of the Wetlands identified in Exhibit C and continued compliance with this Covenant.

**b. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and will notify all lessees of the restrictions on the use of the Property.

**c. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

## **Section 2. Specific Prohibitions.**

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific, non-exclusive list of activities and uses are expressly prohibited on the Property:

- a.** Subdivision and residential development;
- b.** Commercial, industrial, or agricultural development and/or use (including, but not limited to grazing and hay cropping);
- c.** Alteration of the land surface or water bodies;
- d.** Timber harvest or other removal of vegetation, except for cutting hazard trees or limbs or removing non-native invasive species. Downed hazard trees, limbs, and standing woody debris (i.e., snags) shall be left on the property;
- e.** The placement or construction of any buildings, structures, or other improvements of any kind, including, without limitation, roads, docks, floats and parking lots;
- f.** The disposal or storage of waste, including, without limitation, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly, offensive, or hazardous waste or material;

## **Section 3. Permitted Uses and Activities.**

The following uses and activities are permitted on the Property.

- a. Recreational.** To conduct passive recreational activities such as nature enjoyment, bird watching, educational walks, etc. on the Property, provided that such activities are conducted in a manner and intensity that does not adversely impact plant and wildlife habitat on the Property. No motorized vehicles or other activities that could disrupt the wildlife or destroy essential habitat are allowed in the Property.
- b. Emergencies.** To undertake other activities as deemed by the owner necessary to protect public health or safety on the Property, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, provided that any such activity shall be conducted so that interference with the Conservation Values of the Property is avoided to the maximum extent possible.

## **Section 4. Access.**

- a. The Grantor freely and voluntarily grants Moran View Estates Homeowners Association and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant, and enforce compliance with this Covenant and those actions.
- b. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

**Section 5. Notice Requirements.**

**a. Conveyance of Any Interest.** The Grantor, when conveying any interest within the area of the property described and illustrated in Exhibits B and C, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to the Moran View Estates Homeowners Association of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

**NOTICE: THIS PROPERTY IS SUBJECT TO A CONSERVATION COVENANT GRANTED BY LEE CAMPBELL ON [DATE] AND RECORDED WITH THE SPOKANE COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**

- iii. Unless otherwise agreed to in writing by the Moran View Estates Homeowners Association, provide the Moran View Estates Homeowners Association with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

**b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to the Moran View Estates Homeowners Association.

**c. Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify the Moran View Estates Homeowners Association in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

**d. Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Lee Campbell 3105 E. Boone, Spokane, WA 99202 509-536-1818 lee@camconstruction.net	Moran View Estates Homeowners Association P.O. Box 949 Attn: Steve White, Hayden, ID 83835 208-765-5059 steve@copperbasin.com
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**Section 6. Enforcement and Construction.**

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide the Moran View Estates Homeowners Association with a copy of the Covenant and proof of recording.
- c. Moran View Estates Homeowners Association shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity. Enforcement of the terms of this Covenant shall be at the discretion of the Moran View Estates Homeowners Association, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by the Moran View Estates Homeowners Association of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of the Moran View Estates Homeowners Association under this Covenant.
- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant.
- e. This Covenant shall be liberally construed to protect the conservation purposes for which this Covenant was granted.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 21st day of June, 2019.

Lee Campbell

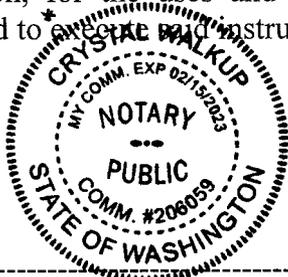
by: Lee Campbell

Title: Manager, Moran View, LLC

**CORPORATE ACKNOWLEDGMENT**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

On this 21 day of June, 2019, I certify that Lee Campbell personally appeared before me, acknowledged that he is the manager of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.



Crystal Walkup  
Notary Public in and for the State of Washington  
Residing at SPOKANE, WA  
My appointment expires 02/15/2023

\*execute said

Unofficial Document

**Exhibit A**

**LEGAL DESCRIPTION**

Parcels A and I, as shown on the Record of Survey, recorded in Book 98 of Surveys, Pages 48 – 50, Auditor's Filed Number 4616825, in the South Half of Section 2, Township 24 North, Range 43 East, W.M.

Unofficial Document

**Exhibit B**

**PROPERTY MAP**

See Record of Survey, recorded in Book 98 of Surveys, Pages 48 – 50, Auditor's Filed Number 4616825, records of Spokane County, Washington

Unofficial Document

**Exhibit C**

**WETLANDS MAP**

See Preliminary Plat of Moran View Estates by Patrick J. Moore, PLS 18091, dated 09/08/1995, on file with Spokane County Planning Department, file PS-1784-95.

Unofficial Document

**Exhibit D**

**MITIGATION PLAN, ADMINISTRATIVE ORDER, PERMIT**

Per Spokane County, BoCC Findings of Fact, Decision and Conditions, #96-0454, signed and dated May 14, 1996, the wetlands depicted on Exhibit C are hereby not to be disturbed.

Unofficial Document