

DECLARATION OF RESTRICTIVE COVENANTS

George H. Ewell and Florence Ewell owners of the following described real property located in the County of Spokane, State of Washington:

The West half of the North half of the East half of the Northwest quarter;
 The East half of the Southwest quarter of the Northwest quarter of of the Northwest quarter;
 The North half of the Northwest quarter of the Southwest quarter of the Northwest quarter;
 The North half of the Northeast quarter of the Southwest quarter of the Northwest quarter;
 The West half of the South half of the East half of the Northwest quarter of the Northwest quarter;
 EXCEPT the county road;

All situate in the County of Spokane, State of Washington

have subdivided said property into five acre or larger parcels in conformance with County rules and regulations and hereby make the following declarations as to limitations, restrictions, and uses to which the tracts constituting such subdivision may be put, and hereby specifies 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 subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable and suitable in use as specified herein.

1. No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed, or permitted on any parcel or any part thereof, and such dwelling house permitted on the premises shall be used as a private residence only and shall have a minimum of 1200 square feet in the case of a one-story structure, exclusive of porches and garages.

2. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the premises shall at any time be used as a residence temporarily or permanently, except that a mobile home may be used as temporary residence during the course of construction of a permanent residence provided such use shall in no event exceed two years in length.

3. No manufacturing or commercial enterprise or enterprises of any kind for profit shall be maintained on, in front of, or in connection with the premises. This restriction shall not be construed, however, as preventing the use of the premises for any of those uses defined as "Home Occupations" by the Spokane County Zoning Ordinance as presently adopted and as hereafter amended, nor preventing the use of the premises for the raising and breeding of animals for profit.

4. No parcel of the premises as originally sold or conveyed shall be further divided or subdivided into less than 2½ acres.

5. No wrecked or inoperable vehicles shall be allowed to remain on the premises for more than two years unless significant work is being done on them.

6. If any covenant or condition or restriction hereinabove contained, or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

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The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of all of the above-described property and each parcel therein, may be waived, terminated, or modified as to the whole of said property or any portion thereof with the written consent of the owners of seventy-five per cent (75%) of the parcels. No such waiver, termination, or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of Auditor for the County of Spokane, State of Washington.

The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein do not apply to nor affect in any manner the adjacent parcel of land owned by George H. Ewell and Florence Ewell more specifically described as:

The East half of the East half of the Northwest quarter of the Northwest quarter of Section 8, Township 24 North, Range 42 East, W.M., in Spokane County, Washington.

George H. Ewell

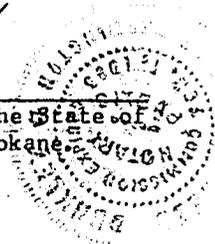
Florence Ewell

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me George H. Ewell and Florence Ewell to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 20th day of August, 1979.

Reed Dunkley
Notary Public in and for the State of Washington, residing at Spokane.



FILED OR RECORDED
REQUEST OF FIRST AMERICAN TITLE

AUG 24 2 57 PM '79

SPokane County, Wash.
DEPUTY

L. YOUNG
4.00

J. Reed Dunkley
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Spokane, WA 99206