

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF BOLDER SHORT PLATS

This Declaration of Covenants, Conditions and Restrictions, effective as of the ____th day of October, 2021 is made by Bolder Operations, LLC, by Randy Owen, Member, hereinafter referred to as "Declarant".

WITNESSETH,

WHEREAS, the Declarant is the owner of certain property in Ferry County, State of Washington, legally described as follows:

Assessor's Tax Parcel No. 33720220002000 (Hereinafter Parcel A)

The Northwest quarter of the Northwest quarter (NW 1/4 NW 1/4) of Section Twenty (20), Township Thirty-seven (37) North, Range Thirty-three (33) E. W. M;

EXCEPTING THEREFROM that portion of said Northwest quarter of the Northwest quarter (NW 1/4 NW 1/4), lying East of the East right of way line of West Curlew Lake County Road No. 203, describe as follows:

Commencing at the Northwest corner of said Section 20; thence South 89 degrees 53'38" East, along the North line thereof a distance of 935.29 feet to a point on the East right of way line of said West Curlew Lake Road and the point of Beginning; thence South 89 degrees 53'38" East, continuing along said North line a distance of 382.61 feet to the Northeast corner of said NW 1/4 NW 1/4; thence South 00 degrees 34'22" West, along the East line thereof a distance of 668.19 feet to the East right of way line of said West Curlew Lake Road; thence North 29 degrees 20'15" West, along said right of way line a distance of 767.27 feet to the Point of Beginning.

AND

Assessor's Tax Parcel No. 33719110001006 (Hereinafter Parcel B)

The N1/2 of the NE1/4 and the SE1/4 of the NE1/4 of Section 19, Township 37 North, Range 33 E.W.M.

AND

Assessor's Tax Parcel No. 33719220001006 (Hereinafter Parcel C)

Government Lots One (1), Two (2), Five (5) and Six (6) of Section 19, Township 37 North, Range 33 E.W.M.

AND

Assessor's Tax Parcel No. 33718330002006 (Hereinafter Parcel D)

Government Lots Eleven (11), and Twelve (12) of Section 18, Township 37 North, Range 33, E.W.M.

AND

Assessor's Tax Parcel No. 33718310001006 (Hereinafter Parcel E)

Government Lots Seven (7), and Eight (8) of Section 18, Township 37 North, Range 33, E.W.M.

WHEREAS, the Declarant has divided Parcel A into four (4) separate lots, legally described as follows:

Lot 1: (Hereinafter Lot 1)

Lot One (1) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

Lot 2: (Hereinafter Lot 2)

Lot Two (2) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

Lot 3: (Hereinafter Lot 3)

Lot Three (3) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

Lot 4: (Hereinafter Lot 4)

Lot Four (4) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

WHEREAS, the Declarant intends, by this document, to impose upon specified parcels of the property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said lots and parcels and the owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value of the property and every part thereof. All of the limitations, covenants, conditions, and restrictions shall constitute covenants which shall run with the land and shall be perpetually binding upon the Declarant and their successors in interest and assigns, and all of the parties having or acquiring any rights, title or interest in or to part of the property.

I. DESCRIPTION OF PROPERTY

1.1 The Property, subject to the covenants, restrictions and declarations of this document are Parcel A, which has been divided into four (4) lots, and Parcel B, legally described as follows:

Assessor's Tax Parcel No. 33720220002000 (Parcel A)

Lot 1:

Lot One (1) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

Lot 2:

Lot Two (2) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

Lot 3:

Lot Three (3) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

Lot 4:

Lot Four (4) of the Bolder Short Plat No. 1, Short Plat No. 21-020, as recorded September 16, 2021 under Auditor's File Number 296496, in Book 2 of Surveys, page 110, records of the Auditor of Ferry County, Washington; being a portion of the NW ¼ of the NW ¼ of Section 20, Township 37 North, Range 33 East, W.M. Situate in the County of Ferry, State of Washington.

AND

Assessor's Tax Parcel No. 33719110001006 (Parcel B)

The N1/2 of the NE1/4 and the SE1/4 of the NE1/4 of Section 19, Township 37 North, Range 33 E.W.M.

1.2 The property owned by Declarant (Parcels C, D, and E), which shall have the right to enforce the covenants, restrictions and declarations of this document against the above legally described property, are legally described as follows:

Assessor's Tax Parcel No. 33719220001006 (Parcel C)

Government Lots One (1), Two (2), Five (5) and Six (6) of Section 19, Township 37 North, Range 33 E.W.M.

AND

Assessor's Tax Parcel No. 33718330002006 (Parcel D)

Government Lots Eleven (11), and Twelve (12) of Section 18, Township 37 North, Range 33, E.W.M.

AND

Assessor's Tax Parcel No. 33718310001006 (Parcel E)

Government Lots Seven (7), and Eight (8) of Section 18, Township 37 North, Range 33, E.W.M.

II. USE RESTRICTIONS

2.1 General Covenants. Restrictions shall not be taken as permitting any action or anything prohibited by applicable zoning laws or laws, rules or regulations of any governmental authority or specific restrictions imposed by any deed. In the event of any conflict, the most restrictive provision of the laws, rules, regulations, deeds, or covenants shall be taken to govern and control.

2.2 Restriction Against Manufacturing or Commercial Enterprise. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lawn, or within any building located on a residential lot. Nothing shall be done on any residential lot which may be or become a public or private nuisance. This restriction shall not be construed, however, as preventing the maintenance of a home office such as, but not limited to, for real estate or accounting purposes.

2.3 Single Family Use. Only one single family residence and outbuildings ancillary thereto (i.e. garages, woodsheds, etc.) may be constructed or permitted to remain on each lot. All residential construction must comply with Ferry County Building Codes in effect at the time of construction. All applicable permits, including but not limited to, building and electrical permits, must be obtained prior to and complied with during construction. All single family residences, whether standard construction or double wide manufactured homes, if allowable, shall contain a minimum of 900 square feet exclusive of second floors, open decks, garages, covered carports, sheds and other outbuildings.

2.4 Double wide manufactured homes, minimum 900 square feet, are allowed provided they are not older than three (3) years from the date of manufacture when placed on the property. Houses on these lots shall contain a minimum of 900 square feet exclusive of second floors, open decks, garages, covered carport, sheds and other outbuildings.

2.5 Double-wide manufactured homes must be fully skirted and skirt painted within six (6) months from when the manufactured home is set on the lot.

2.6 Buildings on residential lots shall be well proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake shingle, composition shingle, tile or painted metal. NO unpainted metal roofing is permitted on any building.

2.7 No single-wide mobile or manufactured homes will be allowed on any lot.

2.8 Recreational Vehicles (RVs) consisting of campers or travel trailers and tiny homes are allowed for no more than two (2) years during construction of a permanent residence, provided they are not older than five (5) years from the date of manufacture when placed on the property for temporary use. Home construction must start within six (6) months of the time an RV or tiny home is placed on a lot and construction must progress so as to insure completion within the two (2) year construction period.

2.9 The exterior of any buildings shall be completed within two (2) years of the beginning of construction.

2.10 The use of tents, RVs (campers or trailers) shall be permitted on residential lots for weekend and vacation use not to exceed three months in any calendar year and during the two year construction period, provided the tents and RVs are of good repair and are not older than five (5) years from the date of manufacture.

2.11 Protective screening shall be provided on each chimney or stack serving a fire source capable of producing air-borne embers.

2.12 No buildings shall be located on any lot nearer than one hundred (100) feet from the centerline of any road easements.

2.13 Restriction Against Subdividing. No lot shall be split, divided or subdivided for sale, resale or gift for the purpose of creating another building site.

2.14 Any activity which creates offensive odors which spread to other lots is prohibited. Any activity which causes offensive noises is strictly prohibited.

2.15 Garbage and Refuse Disposal. NO trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles) shall be thrown, dumped, placed, disposed of, or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal of such materials. Such materials shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from county road and adjacent lot owner's view.

2.16 The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness, and neatness. Lawns shall be mowed at reasonable intervals. Undesirable weeds having a tendency to spread across property lines shall be kept under control. NO objects foreign to the environment (including particularly disabled vehicles, furniture and appliances) shall be permitted to remain out of doors on any residential lot.

2.17 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the course of construction and sales.

2.18 Animals. A total of no more than eight animals, whether pets or livestock, are allowed on any one lot. All livestock or pets must be contained within the boundary of the Lot.

III. GENERAL PROVISIONS

3.1 Obligations of Owner. By acquiring an interest in the property, such person agrees to bind him or herself, his or her heirs and assigns to the protective Covenants, Conditions and Restrictions and to perform all obligations required thereunder.

3.2 Enforcement. The Declarant and/or the owners of Lot 1-4 (formerly Parcel A) and/or the owners of Parcels B, C, D, and E shall have the right to enforce, by any proceeding at law or in equity, against Lots 1-4 and Parcel B, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any enforcement action, the prevailing party shall be entitled to all costs incurred in the enforcement of these covenants, including reasonable attorneys fees. All such costs may be enforceable against the property owner against whom they are charged and shall become a lien against the property.

3.3 Duration. These Covenants, Conditions and Restrictions created and established herein may be waived, terminated or modified only with the unanimous agreement and written consent of the owners of Lots 1, 2, 3, and 4 (formerly Parcel A) and Parcels B, C, D, and E, which shall be recorded. However, the Declarant retains the right to unilaterally amend these Covenants, Conditions and Restrictions during the time that it owns any of the following property: Lots 1, 2, 3, 4, or any property within Parcel B.

3.4 Conveyance. Each owner accepting a deed, lease or other instrument conveying any interest in any lot, whether or not the same incorporates or refers to these restrictions, covenants for himself/herself, his/her heirs, successors and assigns to observe, perform and be bound by these restrictions and to incorporate the same by reference in any deed or other conveyance of all or any portion of his/her interest in any real property subject hereto.

3.5 Severability. Invalidation of any one of these covenants or portion thereof by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

3.6 Waiver Prohibited. No property owner may waive or otherwise escape liability or responsibility for any of the terms of these restrictive Covenants, Conditions, and Restrictions, including but not limited to abandonment or non-use of his or her property.

3.7 Effective Date. This declaration shall take effect upon the date of recording by the Office of the Auditor, County of Ferry, State of Washington.

DATED this ____ day of October, 2021.

Bolder Operations, LLC

By: Randy Owen
Its: Member

STATE OF WASHINGTON)
) ss.
COUNTY OF FERRY)

On this _____ day of October, 2021 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared RANDY OWEN to me known to be a member, of the limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington residing in_____.
My commission expires _____