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PEND OREILLE COUNTY
AUDITOR'S OFFICE

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VOL. 140 PAGE 786-797
REC. NO. 3912 AMT. PD. 1900
BY: J. Gibbon DEPUTY

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ASPEN REFLECTIONS LANDING**

This Declaration of Covenants, Conditions and Restrictions is made this 9th day of April 1998, by the owners of Aspen Reflections Landing, hereinafter collectively referred to as Declarant of certain real property in Sections 8 and 17 of TWP 37 N., RNG 43 E. WM, Pend Oreille County, Washington, more particularly described on the proposed Plat of Aspen Reflections Landing attached hereto and incorporated herein and referred to hereafter as Exhibit "A".

WHEREAS Declarants and Investor intend by this document to impose upon the property described on Exhibit "A" mutually beneficial covenants, conditions and restrictions for the benefit of all of the said lots and owners thereof.

NOW, THEREFORE, Declarants and Investor hereby declare that the property described on Exhibit "A" attached hereto and incorporated herein, and herein referred to as Aspen Reflections Landing, 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 intended to establish a suitable course of development for Aspen Reflections Landing for the purpose of enhancing and protecting the value and attractiveness of the property. All of the limitations, covenants, conditions, and restrictions shall constitute covenants which shall run with the land and shall be perpetually binding upon the Declarants and the Investor and their successors in interest and all parties having or acquiring any rights, title, or interest in or to any part of Aspen Reflections Landing.

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L.

DEFINITIONS

A. "Declarants" shall mean and refer to the undersigned current owners and Investors of the real property described on Exhibit "A", attached hereto and incorporated herein and herein referred to as Aspen Reflections Landing.

B. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

C. "Owner" or "Owners" shall mean and refer to the record owner or holder of fee or equitable title to a lot in Aspen Reflections Landing. This shall include any person having a fee simple title to any lot, but shall exclude persons, or entities having any interest merely as security for the performance of any obligation. Further, if a lot is sold under a contract of sale, which contract or notice thereof is recorded, the contract purchaser, rather than the fee owner, shall be considered the "owner".

D. "Lot" shall mean and refer to a particular or a separately designated lot as shown on Exhibit "A", and sold or held for sale to members of the general public. As legally described, each lot extends to the west or north side of the sixty (60) foot road easement shown on Exhibit "A" and will be or has been transferred subject to a sixty (60) foot easement for said road for ingress and egress and utility purposes. Similarly each lot has been or will be transferred with an easement for ingress and egress over and across the sixty (60) foot road easement.

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II.

AUTHORIZED USES

- A. The parcels in Aspen Reflections Landing are being sold primarily for residential and recreation uses.
- B. All owners must comply with all restrictions of the Pend Oreille County Zoning Ordinance. In addition, the following shall be prohibited uses in Aspen Reflections Landing:
- (1) pig farming, dairy farming, feedlots, poultry farming, sheep farming, or goat farming;
 - (2) commercial fur farms;
 - (3) wrecking yard;
 - (4) animal clinics, orphanages, hospitals, schools, or boarding or breeding stables, kennels, and runs;
 - (5) commercial resort.
- C. No inoperative vehicle of any kind or nature will be permitted to remain on a lot for a period in excess of sixty (60) days in view of other owners.
- D. No lot shall be used or maintained as dumping ground for rubbish, garbage, or trash. All garbage or other material shall be kept in appropriate-covered containers which shall be emptied and the garbage, rubbish, or trash taken to a sanitary landfill or another county designed disposal site by the owner or by commercial contract hauler at least biweekly.
- E. No noxious, illegal, or offensive use of the property shall be carried upon any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners.

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DECLARATION OF COVENANTS

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F. Group or family picnics, reunions, and camping are allowed but must not exceed more than two (2) weeks in length for each occurrence. All county codes must be complied with concerning these activities.

G. All utility lines must be underground.

H. Fencing must be aesthetically pleasing, no more than four (4) feet high.

III.

BUILDINGS

A. Pend Oreille County requires that a building permit be obtained prior to the construction or remodeling of any building. In addition, Pend Oreille County requires a setting permit prior to the placement of any mobile or manufactured home. All owners are required to obtain a building permit and/or setting permit prior to the construction, remodel, or placement of any building or any mobile or manufactured home on a lot. All construction must comply with all pertinent building codes. All exterior construction must be completed within two (2) years of the start of construction.

B. Modular homes and double-wide mobile or manufactured homes may be used as permanent housing on a lot provided all running gear is removed (wheels, axles, and tongue), leaving no evidence of mobility, and are permanently affixed to the property and taxed as real property. All mobile or manufactured homes must have lap or T-111 siding and must have shingled roofs.

C. All site built or factory built homes must have no less than one thousand (1,000) square feet of living area.

D. R.V.'s provided that they are in excellent condition, are allowed to be set up for up to three (3) months at one time. All county codes must be complied with for setting an R.V. 140-789

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D. Aspen Reflections Landing Home Owners Association shall be a nonprofit corporation formed and organized by the Investor for the purpose of implementing and managing this Declarations of Covenants, Conditions and Restrictions, and for private roads within Aspen Reflections Landing, as shown on Exhibit "A". The Home Owners Association shall be formed in conformance with the following principles:

1. The corporation shall be managed by its members. The members of the corporation shall be the owners of lots in Aspen Reflections Landing, one member per lot. Each member who is residing or otherwise regularly using his/her lot shall have one vote; members not residing on or using their lot shall not have voting rights unless they agree to also be assessed. All matters concerning the Declarations of Covenants, Conditions and Restrictions or regarding the maintenance, repair, or improvement of the private roads shall require a two-thirds (2/3) majority of the voting members present at any meeting. A quorum for the conduct of any business at any members meeting shall be one-half (1/2) plus one of the voting members.

2. An annual meeting of the members shall be held in October of each year. Special meetings may be called at any time by one-tenth (1/10) of the members.

3. The corporation shall have at least four (4) officers- a president, vice-president, secretary, and treasurer. One person may hold more than one office, but no person shall be both president and secretary. The officers of the corporation shall have such authority to carry out such duties as prescribed by the bylaws of the corporation and as may be directed from time to time by the members.

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DECLARATION OF COVENANTS - 6

4. The voting members of the corporation may be assessed from time to time in order to provide funds for the conduct of the corporation's business for the purpose for which the corporation was formed. Each lot shall be equally assessed. The manner of collection of assessments, and any penalties for unpaid assessments, shall be prescribed in the bylaws. Collection of assessments, may be enforced by a lien upon the lot owned by the member assessed.

E. The private roadways within Aspen Reflections Landing are being maintained solely for the use and benefit of the owners of lots in Aspen Reflections Landing and their immediate family and guests. The roads are not being maintained for the use and benefit of the general public. Accordingly, the Investor may place security gates at or near the entrances to the Aspen Reflections Landing private road system from the public right-of-way for the purpose of restricting access to the general public to Aspen Reflections Landing. If such security gates are placed by the Investor, the Investor shall provide a key or other means of access to each owner.

F. Full use and access of Reflections Drive North and Reflections Drive South is reserved to Wasatch Associates to provide access to their property which lies along the east side of these roads. This reservation is conditioned upon the following:

1. Wasatch Associates must divide their property into lots in a legally recognized subdivision by Pend Oreille County.
2. Upon Pend Oreille County approval of a final plat Wasatch Associates must notify the Aspen Reflections Landing Home Owners Association in writing that Wasatch Associates is claiming its use and access of the above mentioned roads.

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3. Upon completion of items F1 and F2 above, each of the owners of the Wasatch Associates lots fronting on these roads immediately become members of the Aspen Reflections Landing Home Owners Association Corp., and will assume the same rights and responsibilities as the original members of the association.

4. Wasatch Associates has been given a recorded easement for use and access on the Aspen Reflections Drive North and the Aspen Reflections Drive South conditioned and subject to these Declarations of Covenants, Conditions and Restrictions for Aspen Reflections Landing.

5. Items "TV"; F; 1-5 exclusively are not revocable by vote of the owners of the original lots of Aspen Reflections Landing. Item "TV"; F supersedes item "V" and is not subject to changes via vote.

G. All lots must be subject to the SAME covenants and restrictions.

V.

VARIANCE OR AMENDMENT

Variance from or amendments to any provision herein contained may be granted by the written consent of two-thirds (2/3) of the owners of lots subject to this Declaration. One consent allowed for each lot.

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Auditor File #: 1999 0249042

COVEN

Recorded at the request of:

SWANK & MCPOLAND

on 06/11/1999 at 12:06

Total of 13 page(s) Fee: \$ 20.00

PEND OREILLE COUNTY, WASHINGTON
ANN SWENSON, AUDITOR

TOLSON

**DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ASPEN REFLECTIONS LANDING AS AMENDED**

This Declaration of Covenants, Conditions and Restrictions in its entirety as amended this 10th day of June, 1999, by the owners of Aspen Reflections Landing, hereinafter collectively referred to as Declarant of certain real property in Sections 8 and 17 of TWP 37 N., RNG 43 E. WM, Pend Oreille County, Washington, more particularly described on the Plat of Aspen Reflections Landing attached hereto and incorporated herein and referred to hereafter as Exhibit "A".

WHEREAS Declarants and Investors intend by this document to impose upon the property described on Exhibit "A" mutually beneficial covenants, conditions and restrictions for the benefit of all of the said lots and owners thereof.

NOW, THEREFORE, Declarants and Investors hereby declare that the property described on Exhibit "A" attached hereto and incorporated herein, and herein referred to as Aspen Reflections Landing, 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 intended to establish a suitable course of development for Aspen Reflections Landing for the purpose of enhancing and protecting the value and attractiveness of the property. All of the limitations, covenants, conditions, and restrictions shall constitute covenants which shall run with the land and shall be perpetually binding upon the Declarants and the Investors and their successors in interest and all parties having or acquiring any rights, title, or interest in or to any part of Aspen Reflections Landing.

DECLARATION OF COVENANTS - 1

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PEND OREILLE COUNTY, WASHINGTON

I.
DEFINITIONS

A. "Declarants" shall mean and refer to the undersigned current owners and Investors of the real property described on Exhibit "A", attached hereto and incorporated herein and herein referred to as Aspen Reflections Landing.

B. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

C. "Owner" or "Owners" shall mean and refer to the record owner or holder of fee or equitable title to a lot in Aspen Reflections Landing. This shall include any person having a fee simple title to any lot, but shall exclude persons, or entities having any interest merely as security for the performance of any obligation. Further, if a lot is sold under a contract of sale, which contract or notice thereof is recorded, the contract purchaser, rather than the fee owner, shall be considered the "owner".

D. "Lot" shall mean and refer to a particular or a separately designated lot as shown on Exhibit "A", and sold or held for sale to members of the general public. As legally described, each lot extends to the west or north side of the sixty (60) foot road easement shown on Exhibit "A" and will be or has been transferred subject to a sixty (60) foot easement for said road for ingress and egress and utility purposes. Similarly each lot has been or will be transferred with an easement for ingress and egress over and across the sixty (60) foot road easement.

DECLARATION OF COVENANTS - 2

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PENO OREILLE COUNTY, WASHINGTON

II.

AUTHORIZED USES

A. The parcels in Aspen Reflections Landing are being sold primarily for residential/recreation uses. All owners must comply with all state and county laws.

B. All owners must comply with all restrictions of the Pend Oreille County Zoning Ordinance. In addition, the following shall be prohibited uses in Aspen Reflections Landing:

(1) pig farming, dairy farming, feedlots, poultry farming, sheep farming, or goat farming;

(2) commercial fur farms;

(3) wrecking yard;

(4) animal clinics, orphanages, hospitals, schools, or boarding or breeding stables, kennels, and runs;

(5) commercial resort.

C. No inoperative vehicle of any kind or nature will be permitted to remain on a lot for a period in excess of sixty (60) days in view of other owners.

D. No lot shall be used or maintained as dumping ground for rubbish, garbage, or trash. All garbage or other material shall be kept in appropriate-covered containers which shall be emptied and the garbage, rubbish, or trash taken to a sanitary landfill or another county designed disposal site by the owner or by commercial contract hauler at least biweekly.

E. No noxious or illegal use of the property shall be carried upon any lot. All owners must comply with the county noxious weed ordinance.

DECLARATION OF COVENANTS - 3

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PEND OREILLE COUNTY WASHINGTON

F. Group or family picnics, reunions, and camping are allowed but must not exceed more than two (2) weeks in length for each occurrence. All county codes must be complied with concerning these activities. If an R.V. is set up for camping for more than two (2) weeks in time, then the three (3) year R.V. clause would be triggered (See "III"; D. Below)

G. All utility lines must be underground.

H. Fencing must be aesthetically pleasing, no more than four (4) feet high.

I. After each home is built, the owner is to landscape their front yard facing the road within one (1) year after the home is substantially complete. In addition, each home owner must keep the appearance of their lot neat and well maintained.

J. All docks must comply with county code and permit requirements.

III.

BUILDINGS

A. Pend Oreille County requires that a building permit be obtained prior to the construction or remodeling of any building. All owners are required to obtain a building permit prior to the construction, remodel, or placement of any building on a lot. All construction must comply with all pertinent building codes. All exterior construction must be completed within two (2) years of the start of construction. All exterior paint must be of earth tone colors. Roofing materials must be a minimum of 25 year textured composition or better, such as wood shingles, tile or colored non-corrugated metal.

B. No factory built homes are allowed on a permanent basis. (See "III"; D. Below)

C. All homes must have no less than one thousand, two hundred (1,200) square feet of living area on the main floor.

D. R.V.'s provided that they are in excellent condition and are not more than ten (10) years old, are allowed to be set up for up to six (6) months at one time. All county codes must be complied with for setting an R.V. Once an R.V. has been set up on a lot for more than two (2) weeks at one time, then a three (3) year time period starts (See "II", F. Above). At the end of the three (3) year time period that particular lot can no longer have an R.V. set up for more than two (2) weeks at one time. During the three (3) year time period, all R.V. utility service lines must be hidden with landscaping. From the start of the three (3) year time period, the owner will have one (1) year to landscape their front yard facing the road. In addition, the owner must keep the appearance of their lot neat and well maintained.

E. All homes will be restricted to two (2) stories above ground level. The second level must not exceed sixty (60) percent of the square footage of the first level. In addition, basements are allowed.

F. No detached buildings are allowed.

IV.

HOME OWNERS ASSOCIATION AND PRIVATE ROADS

A. Reflections Drive North and Reflections Drive South shall be owned, maintained, and used by the Aspen Reflections Home Owners Association.

B. The roads within Aspen Reflections Landing, as shown by the sixty (60) foot road easement on Exhibit "A", are private roads. Accordingly, the cost of maintenance, improvement, and/or relocation of the private roads shall be borne by those owners who are residing on or otherwise regularly using their lot, one share for each lot owned. The private roads shall be maintained in good condition so as to provide reasonable access from each lot to a public right-of-way.

DECLARATION OF COVENANTS - 5

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PEND OREILLE COUNTY, WASHINGTON

C. Initially, Investor shall maintain and improve the roadways, including winter snow removal and spring grading, without charge to the owners. Investor's obligation to maintain and improve the roadways shall continue until October 31, 2004, at which time that obligation shall be transferred to and assumed by the Aspen Reflections Landing Home Owners Association.

D. Aspen Reflections Landing Home Owners Association shall be a nonprofit corporation formed and organized by the Investor for the purpose of implementing and managing this Declarations of Covenants, Conditions and Restrictions, and for private roads within Aspen Reflections Landing, as shown on Exhibit "A". The Home Owners Association shall be formed in conformance with the following principles:

1. The corporation shall be managed by its members. The members of the corporation shall be the owners of lots in Aspen Reflections Landing, one member per lot. Each member who is residing or otherwise regularly using his/her lot shall have one vote; members not residing on or using their lot shall not have voting rights unless they agree to also be assessed. All matters concerning the Declarations of Covenants, Conditions and Restrictions or regarding the maintenance, repair, or improvement of the private roads shall require a two-thirds (2/3) majority of the voting members present at any meeting. A quorum for the conduct of any business at any members meeting shall be one-half (1/2) plus one of the voting members.

2. An annual meeting of the members shall be held in October of each year. Special meetings may be called at any time by one-tenth (1/10) of the members.

3. The corporation shall have at least four (4) officers- a president, vice-president, secretary, and treasurer. One person may hold more than one office, but no person shall be both president and secretary. The officers of the corporation shall have such authority to carry out such duties as prescribed by the bylaws of the corporation and as may be directed from time to time by the members.

DECLARATION OF COVENANTS - 6

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PEND OREILLE COUNTY WASHINGTON

4. The voting members of the corporation may be assessed from time to time in order to provide funds for the conduct of the corporation's business for the purpose for which the corporation was formed. Each lot shall be equally assessed. The manner of collection of assessments, and any penalties for unpaid assessments, shall be prescribed in the bylaws. Collection of assessments, may be enforced by a lien upon the lot owned by the member assessed.

E. The private roadways within Aspen Reflections Landing are being maintained solely for the use and benefit of the owners of lots in Aspen Reflections Landing and their immediate family and guests. The roads are not being maintained for the use and benefit of the general public. Accordingly, the Investor may place security gates at or near the entrances to the Aspen Reflections Landing private road system from the public right-of-way for the purpose of restricting access to the general public to Aspen Reflections Landing. If such security gates are placed by the Investor, the Investor shall provide a key or other means of access to each owner.

F. Full use and access of Reflections Drive North and Reflections Drive South is reserved to Wasatch Associates to provide access to their Property which lies along the east side of these roads.

This reservation is conditioned upon the following:

1. Wasatch Associates must divide their property into lots in a legally recognized subdivision by Pend Oreille County.
2. Upon Pend Oreille County approval of a final plat, Wasatch Associates must notify the Aspen Reflections Landing Home Owners Association in writing that Wasatch Associates is claiming its use and access of the above mentioned roads.

DECLARATION OF COVENANTS - 7

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PEND OREILLE COUNTY, WASHINGTON

3. Upon completion of items "IV"; F; 1 and "IV"; F; 2 above, each of the owners of the Wasatch Associates lots fronting on these roads immediately become members of the Aspen Reflections Landing Home Owners Association Corp., and will assume the same rights and responsibilities as the original members of the association.

4. Wasatch Associates has been given a recorded easement for use and access on the Aspen Reflections Drive North and the Aspen Reflections Drive South conditioned and subject to these Declarations of Covenants, Conditions and Restrictions for Aspen Reflections Landing.

5. Items "IV"; F; 1-5 exclusively are not revocable by vote of the owners of the original lots of Aspen Reflections Landing. Item "IV"; F supersedes item "V" and is not subject to changes via vote.

G. All lots must be subject to the SAME covenants and restrictions.

V.

VARIANCE OR AMENDMENT

Variance from or amendments to any provision herein contained may be granted by the written consent of two-thirds (2/3) of the owners of lots subject to this Declaration. One consent allowed for each lot.

DECLARATIONS OF COVENANTS - 8

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PENN OREGON COUNTY WASHINGTON

VI.
ENFORCEMENT

If the owner or owners of a lot or lots in Aspen Reflections Landing or their agents, assigns, or successors in interest, shall violate any of the covenants, conditions or restrictions set forth herein, it shall be lawful for any other owner or owners of a lot or lots subject to this Declaration to prosecute and to proceed at law or in equity against the person or persons violating any such covenant, condition or restriction either to prevent him from continuing to violate the covenants, conditions or restrictions or to recover damages for such violation or both. In any such action brought to enforce the covenants, conditions or restrictions or to seek damages from violation of the covenants, conditions or restrictions, the prevailing party in such action shall be entitled to its costs incurred in such action including reasonable attorneys fees and including costs and attorney fees on appeal.

VII.
AMENDMENTS

AMENDMENT I: This amendment is in full force as recorded under Auditor's No. 244631.

The above Declaration, as amended this 10th day of June, 1999 in accordance with Article V of the Declaration recorded on April 9, 1998 under Auditor's No. 242645, replaces the Declaration made on April 9, 1998.

SWANK & McPOLAND

Donald R. Swank
By: Donald R. Swank
Declarant and Investor

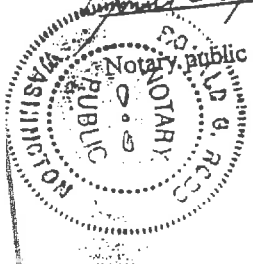
SWANK & McPOLAND

Donald B. McPoland
By: Donald B. McPoland
Declarant and Investor

Subscribed and sworn to before me this 10th day of June, 1999

Donald B. McPoland My commission expires on May 7, 2000

Notary public in and for the state of Washington, residing at 7311 E 11th Ave
Spokane



DECLARATIONS OF COVENANTS - 10

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VOL. 123 PAGE 776+777
REC. NO. 20076 AMT. PD. 8.00

SWANK & MCPOLAND
P.O. BOX 1138
HAYDEN LAKE, ID 83835

BY Smater DEPUTY

April 18, 1995

c/o R. Jay Henrie
Wasatch Associates
1829 South 100 West
Orem, UT. 84058

Agreement between
Wasatch Associates and Swank & McPoland

Reference: Concerning properties owned by the herein named parties located in Sections 8 and 17, TWP 37 N., RNG 43 E., W.M. Pend Oreille County, Washington.

I. Swank & McPoland (S&M) to provide the following to Wasatch Associates (WA).

- S&M to build Reflections Drive North and Reflections Drive South to meet county road standards including a 2 shot chip-seal surface. S&M to give full ingress and egress easements to WA to use these roads for providing access to their property.
- S&M to build or cause to be built power and phone mains along the above named roads to provide service to both sides of the roads.
- S&M to construct 1 - 3" water main and 1 - 3" pressure sewer main along the east side of the above named roads to state/county standards and shall give ownership of said main lines to WA.
- S&M shall upon filing of their final plat will transfer their ownership of Lots # 16 on North Aspen Reflections Landing to WA.
 QAS 4/15 *W* *W*
 DBA
- S&M shall pay any and all sales tax liabilities generated by the above construction.

II. Wasatch Associates (WA) shall provide the following to Swank & McPoland (S&M):

- WA gives S&M 50' of right-of-way easement along the eastern edge of Reflections Drive North and Reflections Drive South for road right-of-way. S&M to provide 10' of right-of-way for a total right-of-way for 60' to meet county requirements. *If S&M cannot modify their plat to move the road 50' to the East, then this item becomes null and void.*
 DBA
- WA gives to S&M an easement to install utilities across WA's 100' strip of property which divides Reflections Drive North from Reflections Drive South.
 V
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- WA (on their property, which lies east of LeClerc Road)
 - 1) Gives to S&M an easement to build and maintain water and sewer main lines within a 20' wide strip of property which follows along property lines.
 - 2) Gives to S&M an easement to build and maintain a sewage disposal system for up to 40 lots and to build and maintain a well and underground reservoir to supply water for up to 40 lots.

Wasatch Associates
 1829 South 100 West
 (Orem, UT 84058)

Swank & McPoland
 P.O. Box 1138
 Hayden Lake, ID 83835

Vernell L. Jones 5/26/95
 Date

Robert J. Smith 5/26/95
 Date

David A. Burtch 5/26/95
 Date

_____ Date

J.P.S. [unclear] 4/19/95
 Date

Donald R. [unclear] 4/19/95
 Secretary Date

DRJ 5/26/95

III

- A. S&M will cause to be installed 3" 160 PSI pressure pipe in the common ditch along with their Aspen Reflections Landing pressure sewer pipe from the County Road East to the drain field site. For \$225 per foot per pipe. *JTH* *DRJ*
- B. S&M will give WA the opportunity to pay the incremental cost to increase the size of the ~~DBM~~ Aspen Reflections Landing waste line from the County Road East to the Reservoir site in anticipation of their future use of said waste line for \$400 per foot in 2" diameter increases in size. *J.P.S.* *DRJ*
- C. The sewage disposal ~~system~~ ^{DBM} will be by drain field. *JTH* *DRJ*

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RECORDED
PEND OREILLE COUNTY
AUDITOR'S OFFICE

'98 JUL 31 AM 11 23

VOL 143 890-91
REC. NO. 33724 PD. 900
BY Hally DEPUTY

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EASEMENT GRANT

SWANK & McPOLAND, an Idaho general partnership, own real property located in Pend Oreille County, Washington known as Aspen Reflections Landing and legally described and platted on Instrument Number 242759.

An EASEMENT is granted on this 3rd day of JULY, 1998 by SWANK & McPOLAND to Wasatch Associates subject to the following:

TERMS

1. Location of Easement. The Easement is Reflections Drive North and Reflections Drive South as shown on Aspen Reflections Landing Plat, Auditor's No. 242759.

2. Grant of easement. Swank & McPoland hereby grants and conveys to Wasatch Associates full use and access of Reflections Drive North and Reflections Drive South to provide access to their property which lies along the East side of these roads, in accordance with and subject to the restrictions and conditions set forth in the Declaration of Covenants, Auditor's No. 242645.

3. Grant of utilities use in Easement. Swank & McPoland hereby grants and conveys to Wasatch Associates right to use utilities in accordance to the following:

A. Water Services. Access to the 8" Water Main for service must first be approved by Pend Oreille County as lead agency over proper subdivisions of lands, by Department of Ecology for new water rights needed for more services, by the Department of Health for expansion of the water system, and by any other government agencies deemed necessary by Pend Oreille County.

B. Electrical Services. Access to the electrical primary lines must first be approved by Pend Oreille County and by the power company supplying the power.

C. Phone Services. Access to the phone lines must first be approved by Pend Oreille County and by the phone company supplying the phone lines.

4. Restoration. If any of the activities of Wasatch Associates within the Easement Area disturb the surface of the property, Wasatch Associates shall remove all debris resulting from such activity and restore the property to its original grade.

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5. Successors and Assigns. The burden of the Easements granted herein shall run with the Swank & McPoland Property and shall be binding upon all parties having or acquiring any right, title, or interest in such property, or any part thereof which includes a portion of any Easement Areas.

6. Indemnification. Wasatch Associates shall indemnify and hold Swank & McPoland harmless as to all claims related to or arising from their actions or use of this easement.

7. Governing Law. This Easement Grant is made pursuant to the laws of the State of Washington, and shall be construed in accordance therewith.

DATED this 31st Day of July, 1998.

SWANK AND McPOLAND

By Donald R. Swank
DONALD R. SWANK, Secretary

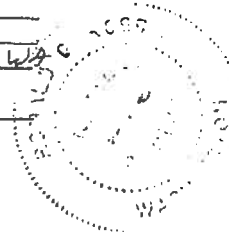
STATE OF Washington)
) : ss.
County of Spokane)

On this 31st Day of July, 1998, personally appeared before me DONALD R. SWANK to me known to be the SECRETARY of ASPEN REFLECTIONS LANDING WATER AND SEWER SYSTEM INCORPORATED the entity described within and that executed the and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said entity, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of said entity.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.

Donald G. Polk
Notary Public in and for the State of Washington
residing at 7311 E 15th Ave Spokane, WA

My Commission Expires: May 7, 2000



WHEN RECORDED RETURN TO:

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95 DEC 20 AM 9 37

Lukins & Amlin, P.S.
717 W. Sprague Ave., Suite 1600
Spokane, Washington 99204
ATTN: CHRISTINE M. GREGORAK

RECEIVED
PEND OREILLE COUNTY
NOTARIES OFFICE
VOL. 122 Page 405-444
REG. NO. 21407 J.L. RYAN
BY: [Signature] DEPUTY

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UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT is entered into on this 18th day of October 1995 by and between DONALD R. SWANK and PATRICIA A. SWANK, husband and wife, and DONALD B. MCPOLAND and LILLIAN MCPOLAND, husband and wife, d/b/a SWANK & MCPOLAND, an Idaho general partnership (collectively referred to herein as "Swank & McPoland") and WASATCH ASSOCIATES III/IV ("Wasatch").

RECITALS

- A. WHEREAS, Swank & McPoland own real property located in Pend Oreille County, Washington known as Aspen Reflections Landing and legally described on attached Exhibit "A" ("Aspen Property"); and
 - B. WHEREAS, Wasatch owns real property located in Pend Oreille County, Washington legally described on attached Exhibit "B" ("Wasatch Property"); and
 - C. WHEREAS, Swank & McPoland desire to construct and install sewer drainfields and sewer transmission lines, and a water well and water transmission lines ("collectively referred to as 'utilities'") upon the Wasatch Property to serve the Aspen Property; and
 - D. WHEREAS, Wasatch desires to grant easements to Swank & McPoland for the construction and maintenance of said utilities under the terms and conditions of this Agreement;
- NOW THEREFORE, in consideration of the above and the covenants and conditions contained herein, the parties agree as follows:

TERMS

- 1. **Grant of Sewer Easement.** Wasatch hereby grants and conveys to Swank & McPoland a perpetual nonexclusive easement over, under, across, through and upon that portion of the Wasatch Property legally described on attached Exhibit "C" ("Sewer Easement Area") for the purpose of construction, operation, maintenance, repair, alteration, reconstruction, and protection of a sewer drainfield and sewer transmission lines, and all appurtenances necessary or convenient thereto, whether above or underground, and for ingress to and egress from the Sewer Easement Area as may be necessary for the purposes referred to above.
- 2. **Grant of Water Easement.** Wasatch hereby grants and conveys to Swank & McPoland a perpetual nonexclusive easement over, under, across, through and upon that

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portion of the Wasatch Property legally described on attached Exhibit "C" ("Water Easement Area") for the purpose of construction, operation, maintenance, repair, alteration, reconstruction, and protection of water wells, water transmission lines, any structures necessary for the operation of the water wells, including but not limited to water pumps and pump houses, and all appurtenances necessary or convenient thereto, including a protective area located in a one hundred foot (100 ft.) radius around and surrounding the water wells ("Protective Area"), whether above or underground, and for ingress to and egress from the Water Easement Area as may be necessary for the purposes referred to above.

3. **Water Well Protective Area.** The parties understand and acknowledge that a one hundred foot (100 ft.) radius Protective Area around and surrounding the water wells is required to protect the safety, quality and purity of the water wells. The parties further understand and agree that the deposit or storage of any and all waste and/or pollutants, hazardous or otherwise, on, upon or under the Protective Area as described on attached Exhibit "C" is strictly prohibited. Nothing in this paragraph shall prohibit the construction of any structures necessary to facilitate the operation of the water wells upon the Water Well Protective Area, including but not limited to water pumps and pump houses.

4. **Grant of Utility Easement.** Wasatch hereby grants and conveys to Swank & McPoland a perpetual nonexclusive easement over, under, across, through and upon that portion of the Wasatch Property legally described on attached Exhibit "C" ("Utility Easement Area") for the purpose of construction, operation, maintenance, repair, alteration, reconstruction, and protection of any and all necessary utilities, and all appurtenances necessary or convenient thereto, whether above or underground, and for ingress to and egress from the Utility Easement Area as may be necessary for the purposes referred to above.

5. **Restoration.** If any of the activities of Swank & McPoland within the Sewer Easement Area or Water Easement Area disturb the surface of the property, Swank & McPoland shall remove all debris resulting from such activity and restore the property to its original grade.

6. **Nonexclusivity.** Swank & McPoland's rights under this Utility Easement Agreement are nonexclusive and Wasatch may use the Easement Areas for any purpose not inconsistent with Swank & McPoland's rights hereunder. Wasatch shall not construct any permanent or temporary structures, fences, or other improvements that would hinder or interfere with the utilities or other appurtenances thereto or with access to any of them.

7. **Successors and Assigns.** The burden of the Easements granted herein shall run with the Wasatch Property and shall be binding upon all parties having or acquiring any right, title or interest in such property, or any part thereof which includes a portion of any Easement Area. The benefit of the Easements shall run with the Aspen Property and be freely assignable by Swank & McPoland.

8. **Indemnification.** The parties hereto agree to defend, indemnify and save harmless the other and their successors from and against all claims, demands, actions, causes of action, loss, costs and expenses, including reasonable attorney's fees, for injury to persons and/or loss of or damage to property caused by or in any way arising out of the use of these

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PLATTOR'S DECLARATION

KNOW ALL MEN BY THESE PRESENCE THAT WE THE UNDERSIGNED OF SWANK and McPOLLAND, AN IDAHO GENERAL PARTNERHIP, DONALD B. McPOLLAND, PRESIDENT and DONALD R. SWANK, SECRETARY, OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED AS SHOWN IN THE TITLE INSURANCE REPORT, HEREBY DECLARE THIS PLAT AND CERTIFY THAT EASEMENTS HAVE BEEN GRANTED FOR ROADS AND UTILITIES AS SHOWN. WE AND OUR SUCCESSORS HEREBY GRANT A WAIVER OF ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF ANY PUBLIC FACILITIES AND ANY PUBLIC PROPERTY WITHIN THIS SUBDIVISION. THE FOLLOWING COVENANTS SHALL ALSO APPLY TO THIS PLAT:

- A). 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 OWNERS.
- B). CONSTRUCTION OF THE EXTERIOR OF ALL BUILDINGS SHALL BE COMPLETED WITHIN (2) TWO YEARS OF THE START OF CONSTRUCTION.
- C). CAMPERS, TRAILERS AND MOBILE HOMES, WHEN PERMITTED, SHALL BE OF GOOD CONSTRUCTION AND IN GOOD CONDITION AND APPEARANCE.
- D). ALL LOTS, BUILDINGS, FENCES, CAMPERS, TRAILERS AND MOBILE HOMES MUST BE PROPERLY MAINTAINED AND IN GOOD EXTERIOR APPEARANCE. THERE SHALL BE NO ACCUMULATION OF JUNK, WRECKED OR ABANDONED CARS, GARBAGE CANS OR OTHER UNSIGHTLY ITEMS.
- E). NO DWELLING MAY BE CONSTRUCTED OR LOCATED ON A LOT OR TRACT PRIOR TO THE APPROVAL OF A DOMESTIC WATER SOURCE ACCEPTABLE TO THE NORTHEAST TRI-COUNTY HEALTH DEPARTMENT.
- F). PRIOR TO THE CONSTRUCTION OR PLACEMENT OF ANY LIVING QUARTER, DRIVEWAY OR OTHER PHYSICAL ALTERATION OF A LOT WITHIN THIS PLAT, A PERMIT TO CONNECT INTO THE PUBLIC SEWAGE SYSTEM SHALL BE SECURED FROM THE NORTHEAST TRI-COUNTY HEALTH DISTRICT, DIVISION OF ENVIRONMENTAL HEALTH.
- G). REFLECTION ROAD NORTH AND REFLECTION ROAD SOUTH ARE PRIVATE ROADS AND LOT OWNERS ARE RESPONSIBLE FOR ROADWAY MAINTENANCE AND SNOW REMOVAL ON THESE TWO EASEMENT ROADS.
- H). NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT WITHIN THE SUBDIVISION UNTIL:
 - 1). PUBLIC WATER AND SEWER HAS BEEN CONSTRUCTED, IS AVAILABLE FOR HOOKUP AND HAS BEEN APPROVED BY THE JURISDICTIONAL AUTHORITY.
 - 2). THE PRIVATE ROADS HAVE BEEN INSPECTED AND APPROVED BY THE COUNTY ENGINEER
 - 3). THE WETLANDS MITIGATION AREAS HAVE BEEN CONSTRUCTED, PLANTED AND APPROVED ACCORDING TO THE FINAL WETLANDS MITIGATION PLAN.
- I). ALL ACTIVITIES WITHIN 200 FEET OF THE ORDINARY HIGH WATER MARK MUST MEET REQUIREMENTS OF THE PEND OREILLE COUNTY SHORELINE MASTER PLAN AND MAY BE SUBJECT TO A SUBSTANTIAL DEVELOPMENT PERMIT UNDER THE SHORELINE MANAGEMENT ACT IN ADDITION TO STATE AND FEDERAL PERMITS.
- J). ALL LOTS ARE WITHIN A CONSERVANCY DESIGNATED SHORELINE OF THE PEND OREILLE COUNTY SHORELINE MASTER PLAN. ALL RESIDENCES SHALL BE SETBACK 25 FEET FROM THE PUD FLOWAGE EASEMENT LINE. COMMERCIAL USES ARE PROHIBITED EXCEPT FOR THOSE THAT ARE WATER DEPENDENT OR LOW INTENSITY RECREATIONAL USES.
- K). THIS PLAT HAS BEEN APPROVED BASED UPON CONNECTION TO THE ASPEN REFLECTIONS LANDING WATER SYSTEM, INC. COMMUNITY WATER SYSTEM AND SAID SYSTEM IS TO BE OPERATED IN ACCORDANCE WITH THE REGULATIONS GOVERNING PUBLIC COMMUNITY WATER SYSTEMS AS PROVIDED BY WAC 246-290.
- L). ALL SIDE LOT LINES EXTEND TO THE NORMAL HIGH WATER LINE OF THE PEND OREILLE RIVER.
- M). BEFORE ANY CLEARING OF THE SHORELINE VEGETATION, THE PEND OREILLE COUNTY DEPARTMENT SHALL BE CONTACTED IN ORDER TO BE IN COMPLIANCE WITH THE COUNTY'S SHORELINE MASTER PLAN.
- N). LOT 1A, BLOCK 2, IS PART OF LOT 1, BLOCK 2 AND LOT 2A, BLOCK 2, IS PART OF LOT 2, BLOCK 2. LOTS 1A AND 2A, BLOCK 2, MAY NOT BE SOLD SEPARATELY FROM LOTS 1 AND 2, BLOCK 2.

WE HEREBY DEDICATE THOSE COVENANTS, CONDITIONS AND RESTRICTIONS SEPARATELY AS INSTRUMENT NUMBER 242645 ARE PART OF THIS DEDICATION.

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