

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CURLEW CREST PLAT**

Curlew Crest, LLC, a Washington limited liability company (“the Declarant”), is the Owner in fee simple of certain real property located in Grant County, State of Washington, and known by official plat designation as CURLEW CREST PLAT, more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein (“the Subdivision”).

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots or tracts constituting the Subdivision and for the purpose of extending to the Owners therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, preservation of esthetic values, amenities and property values, Declarant hereby declares that all of the Subdivision and each part thereof shall be held, sold and conveyed subject to the following easements, covenants, conditions, reservations, restrictions, liens and charges which shall constitute covenants running with the land and shall be binding upon the Subdivision and all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. This Declaration is intended to replace any and all covenants and conditions to which the Subdivision has or may have heretofore been subject, and to that end all covenants and conditions heretofore made, if any, affecting the Subdivision are declared null and void.

ARTICLE I

DEFINITIONS

1.1 “Appurtenant Improvement(s)” shall mean, unless the context indicates to the contrary, improvements on a Lot which are attached to a residence.

1.2 “Covenants” shall mean and refer generally to all easements, covenants, conditions, reservations and restrictions set forth in this Declaration.

1.3 “Declarant” shall mean Curlew Crest, LLC, a Washington limited liability company.

1.4 “Declaration” shall mean this Declaration and any amendments thereto and restatements thereof.

1.5 “Height” when referring to the height of an improvement, shall mean the highest elevation point of the roofline.

1.6 “Highest Ungraded Point On A Lot” shall mean the highest elevation of a Lot before any grading or construction of improvements is commenced; however, if the highest point of a Lot is below the centerline of a contiguous street, then such height shall be measured from the elevation of the centerline of such street.

1.7 “Improvements” shall mean and include the residence, Appurtenant Improvements and all other buildings, structures, improvements or fixtures situated on a Lot.

1.8 “Lot” shall mean and refer to any plot or tract of land shown upon any recorded Plat Map of the Subdivision. Ownership of a Lot shall include ownership of the improvements now or hereafter constructed on such Lot.

1.9 “Mortgage” shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.

1.10 “Mortgagee” shall mean the beneficial Owner, or the designee of the beneficial Owner, of an encumbrance on a Lot created by a mortgage and shall also mean the vendor, or the assignee of a vendor, of a real estate contract for the sale of a Lot. A mortgagee of the Subdivision and a mortgagee of a Lot are included within the definition of mortgagee.

1.11 “Mortgage Foreclosure” shall include a judicial mortgage foreclosure, a non-judicial deed of trust foreclosure, a deed given in lieu of forfeiture, foreclosure or sale, and a forfeiture of a real estate contract.

1.12 “Mortgagee of a Lot” shall mean the holder of a mortgage on a Lot, which mortgage was recorded simultaneously with or after the recordation of this Declaration. Unless the context requires otherwise, the term “mortgagee of a Lot” shall also be deemed to include the mortgagee of the Subdivision.

1.13 “Mortgagee of the Subdivision” shall mean the holder of a mortgage on the Property which this Declaration affects, which mortgage was recorded prior to the recordation of this Declaration. The term “mortgagee of the Subdivision” does not include the mortgagee of a Lot.

1.14 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities (including Declarant), of a fee simple title to any Lot and shall include any Person of record holding a vendee’s interest under a real estate contract for the sale of a Lot. Any Person having such an interest merely as security for the performance of an obligation shall not be considered an Owner.

1.15 “Person” shall mean and include a natural person, partnership, limited liability company, corporation, association, personal representative, and trustee.

1.16 “Property” / “Subdivision” shall mean the real estate described in Exhibit “A” and all improvements at any time located thereon.

1.17 “Plat Map” shall mean the recorded Plat Map of the Subdivision, which Plat Map depicts the boundaries, roads and rights-of-way, easements and the layout of the Lots in the Subdivision. The plat of CURLEW CREST PLAT was recorded on May 17, 2007, records of Grant County, Washington, under Grant County Auditor’s File No. 1215065, Volume 25 of Plat, Pages 78-82.

1.18 “Residence” shall mean and refer to any improvement located on a Lot, which improvement is designed and intended for use and occupancy as a residence by a single family.

1.19 “Single Family” shall mean an individual, or two or more persons related by blood or marriage, or a group of not more than five persons not related by blood or marriage, living together in a residence.

1.20 “Subdivision” shall mean the subdivided Property. (See also “Property”)

1.21 “Utilities” shall mean and refer to services commonly provided to dwellings, including but not limited to electric power, fiber, telephone, cable, drainage, gas and accessory equipment and the like.

ARTICLE II

INTERPRETATION

2.1 Defined Words. Some, but not all, of the defined words are used as proper nouns herein for purposes of emphasis.

2.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the Subdivision.

2.3 Covenant Running with Land. This Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, and all Owners, together with their grantees, successors, heirs, executors, administrators, devisees or assigns. Any conveyance, transfer, sale, assignment, lease or sublease of a Lot shall be and hereby is deemed to incorporate by reference all provisions of this Declaration. All provisions of this Declaration shall be enforceable by Declarant, by an Owner or Owners, or by the first mortgagee of a Lot.

2.4 Declarant is Original Owner. Declarant is the original Owner of all Lots in the Subdivision and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Lots are filed of record.

2.5 Captions. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

2.6 Percentage of Mortgagees. For purposes of determining the percentage of first mortgages approving a proposed decision or course of action, a mortgagee shall be deemed a separate Mortgagee for each Lot on which it holds a mortgage that constitutes a first lien on said Lot.

2.7 Percentage of Owners. For purposes of determining the percentage of Owners approving a proposed decision or course of action, an Owner shall be deemed a separate Owner for each Lot owned.

ARTICLE III

PROPERTY RIGHTS

3.1 Easement for Ingress and Egress. Every Owner, including every Owner's invitees, licensees and tenants, is hereby granted a perpetual mutual and non-exclusive easement for ingress and egress on, over and across the streets and roadways shown on the Plat Map, to and from such Owner's Lot, which easements of ingress and egress shall be appurtenant to each Lot.

3.2 Easement of Encroachment. Subject to "set-back" requirements imposed by law, reciprocal appurtenant easements shall exist between adjacent Lots for any encroachment due to the unintentional placement, settling or shifting of the improvements constructed, reconstructed or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot, as measured from any point on the common boundary between adjacent Lots, along a line perpendicular to such boundary at such point. No such easement for encroachment shall exist as to any encroachment occurring due to the intentional conduct of an Owner or violation of "set-back" requirements.

3.3 Other Easements.

3.3.1 On each Lot, easements are reserved as provided by the Plat Map and applicable laws, ordinances and other governmental rules and regulations for the installation, maintenance, repair, operation and use of utilities, and together with their right to enter upon such Lot at all times for such purposes. The locations of such utility easements are shown on the Plat Map, which include the areas in, on, under and above said locations. Within the utility easements, no improvement, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, maintenance, operation and use of the utility facilities in the utility easement areas; or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The utility easement area of each Lot and all utility improvements thereon shall be continuously maintained by the Owner of such Lot, except for utility improvements, the maintenance of which, a public authority or utility company is responsible.

3.3.2 No improvements of any kind shall be built, erected or maintained on any of the reserved easement areas or other streets or rights-of-way designated on the Plat Map which easement areas, streets and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, to utility companies, their employees and contractors, and to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary or required in, on, under and above such locations to carry out any of the purposes for which such easements and rights-of-way are reserved.

3.3.3 On each Lot adjacent to a roadway entrance into the Subdivision, and on such portion of said Lot as determined by Declarant, Declarant may temporarily and from time to time erect such

Subdivision entry and identification signs (and landscaping, fencing and improvements relating thereto) as Declarant deems necessary and appropriate.

ARTICLE IV
OBLIGATION OF OWNERS

4.1 In General. Each Owner shall provide reasonable cooperation with the Declarant and all other Owners for the accomplishment of the purposes for which the Subdivision was built and shall comply strictly with all provisions of this Declaration.

4.2 Construction Commencement. Each Owner or assigns of the Owner of a Lot shall commence construction of a residence within sixty months from the date of closing of the initial acquisition of a Lot from the Declarant. Should said construction not be commenced in accordance with the foregoing and other Articles contained herein and no extension of the construction period is given by the ACC (hereinafter defined), an assessment shall be levied against said Lot at the rate of one percent of the original Lot purchase price, per month, payable to Declarant until construction shall have begun, which assessment shall constitute a lien against the Lot until paid. The assessment shall be pro-rated for any partial month.

4.3 Specific Duties. Each Owner, at such Owner's sole cost and expense, shall promptly and continuously maintain, repair, replace and restore such Owner's Lot (including the yard and landscaping), the residence and other improvements located thereon, in a good, clean, neat, attractive, safe and sanitary condition and in full compliance with all applicable governmental laws, rules and regulations and the provisions of this Declaration.

ARTICLE V
ARCHITECTURAL CONTROL, USE, ETC.

5.1 Architectural Control Committee. The residence and all other improvements (including, without limitation, concrete or masonry walls, rockeries, fences, swimming pools, or other improvements) to be constructed on a Lot, and all exterior alterations and repairs (including, but not limited to, re-siding, re-roofing or repainting) of any residence or other improvements on a Lot, visible from any public street or other Lot, must be approved in advance of construction, alteration or repair, by an Architectural Control Committee ("the ACC"). Initially, the ACC shall consist of a representative of Declarant until fifteen Lots are sold by Declarant. Thereafter, Declarant shall appoint 4 Owners to the ACC to join a representative of Declarant so that there will be 5 members of the ACC. When more than 60% of the Lots have been sold by Declarant, the Owners shall select from among the Owners 5 members of the ACC who shall each serve 1-year terms or until their successors are elected and qualified. Each Member of the ACC shall have 1 vote, with any action taken requiring the affirmative votes of 3 Members of the ACC. In lieu of a meeting, a written consent signed by at least 3 Members of the ACC shall constitute the requisite action.

5.2 Owners Meeting. There shall be an Owners meeting called by the ACC annually to select or renew the membership of the ACC with the date, time and place of meeting to be determined by the ACC and notice given at least 45 days prior to the meeting to all Owners. At the annual ownership meeting, in addition to appointing and renewing the membership of the ACC, the Owners shall undertake such other matters, including but not limited to considering amendments to this Declaration, as shall come before the meeting. At each Owners meeting, each Owner shall have 1 vote per Lot owned and the affirmative vote of 20% of votes entitled to be cast shall be sufficient for the action to be taken, except to amend this Declaration. In lieu of a meeting, a written consent signed by Owners holding 20% of the votes entitled to vote on the matter at a meeting shall be sufficient, except to amend this Declaration.

5.3 Submission of Plans. Duplicate complete plans and specifications, including at a minimum, a floor plan, elevations, site plan, roof plan, foundation plan, exterior architectural detail and material and color specifications of the proposed residence, appurtenant improvements, and any other proposed improvements to be constructed on a Lot, and all subsequent exterior alterations and repairs thereof, the name of the architect or home designer and proposed building contractor and such other data as may be requested by the ACC, shall be submitted to the ACC at least 60 days before proposed construction, alteration or repair is to be commenced. Construction, alteration or repair shall not be commenced until written approval thereof (or deemed approved as set forth in Section 5.5) is given by the ACC. Until changed by action of the ACC, all written submissions to the ACC shall be mailed or delivered to Declarant at 6719 Road 8.9 SE, Othello, WA 99344, or such other address as may hereafter be designated by the ACC, in writing, to all Owners.

5.4 Review of Submittals. The ACC will review submittals for compliance with this Declaration and as to the quality of workmanship, materials and proposed color scheme and for conformity and harmony of the external design and color scheme with proposed or existing improvements on Lots and as to location of the residence with respect to topography, finish grade elevation and building setback restrictions; and may provide changes to the plans and specifications or additional requirements consistent with this Declaration.

5.5 Deemed Approval. In the event the ACC fails to approve or disapprove such plans and specifications within 45 days after plans and specifications have been submitted to the ACC, approval will be deemed given.

5.6 Final Plans. The ACC may require that applicable plans and specifications be prepared by an architect or competent house designer. One complete set of final plans and specifications shall in each case be delivered to and permanently left with the ACC. All improvements shall be erected or constructed, and all exterior alterations or repairs made, by a contractor, house builder or other person or entity approved by the ACC in conformance with approved plans and specifications.

5.7 Extension of Construction. An Owner may apply to the ACC to extend the 60-month construction commencement requirement contained in Article IV, Section 4.2, by written application made at least 3 months prior to the end of the 60-month construction commencement period. The application for extension shall contain such facts and circumstances as, in the opinion of the Owner, justify an extension. All such applications shall be reviewed by the ACC and a determination made, in writing, by the ACC within 45 days after the application has been submitted to the ACC. Consent to an extension of the

commencement of construction shall not be unreasonably withheld by the ACC, but in no event shall any extension exceed 2 years.

5.8 Refusal. The ACC shall have the right to refuse to approve any proposed plans and specifications for construction of a residence, appurtenant improvements and other proposed improvements, or exterior alteration or repair of improvements on a Lot visible from a public street or other Lot which is not in conformance with this Declaration or otherwise not suitable or desirable, in the ACC's reasonable opinion, aesthetic or otherwise.

5.9 Recreational Facilities. The ACC shall have the right to disapprove the design or installation of a swimming pool or any other recreational improvement or equipment which is not in conformance with this Declaration or otherwise not suitable or desirable, in the ACC's reasonable opinion, aesthetic or otherwise. In so passing upon such design or proposed installation, the ACC shall have the right to take into consideration the visual impact of the improvement and the noise impact of the related activities upon all of the Lots located in the close proximity. Any enclosure or cover used in connection with such a recreational improvement or equipment, whether temporary, collapsible, seasonal or the like, shall be treated as a permanent improvement for purposes of this Declaration, and shall be subject to all the conditions, restrictions and requirements as set forth herein for all improvements.

5.10 Trees, shrubs, etc. The ACC shall have the right to require, at an Owner's expense, the trimming or topping (or, if deemed necessary by the ACC, removal) of any tree, hedge or shrub on a Lot which the ACC determines is unreasonably blocking or interfering with the view or access to sunlight of another Lot.

5.11 Action of the ACC. All actions taken by the ACC which are or may be required by this Article and other provisions of this Declaration shall be reduced to writing and supplied immediately upon rendition to all affected parties. The ACC shall keep a minute book of all of its activities, deliberations and actions taken.

5.12 Grandfathering. All improvements currently existing on Lots 8, 20, 21, 37 and 38 are and shall be deemed to have complied with all provisions of this Declaration, including but not limited to Articles V and VI, and having approval of the ACC, in all respects, as of the date of this Declaration.

5.13 Enforcement. Upon finding any violation of this Declaration, the ACC will issue a "Correction Notice" directed to the Owner of the Lot with respect to which a violation exists. The Correction Notice shall contain:

- A. The street address and legal description for sufficient identification of the Lot;
- B. A brief and concise description of the violation;
- C. A statement of the action required to remedy the violation and the time within which such remedial action must be completed; and,
- D. A statement advising that:

- (1) the Owner may request a hearing respecting the Correction Notice before the ACC if such request is, in writing, and given as provided in Section 13.1 of this Declaration within 30 days of the date of the Correction Notice; and
- (2) failure to request a hearing by proper notification within the 30-day period will constitute a waiver of the right to a hearing on the violation.

If the Owner fails to take the required corrective action as specified in the Correction Notice in a timely manner, or if the ACC at a properly requested hearing on the Correction Notice determines that a violation exists, then the ACC, the Declarant or any Owner may take appropriate legal action against the Owner.

ARTICLE VI

USE RESTRICTIONS

Except as may be hereinafter set forth, the occupation and use of the Subdivision shall be governed by the United Development Code adopted by the Grant County Commissioners in October 2000, in particular with respect to the "Rural Community (RC) Zone", as now or hereafter amended and any restrictions or conditions lawfully imposed on the Subdivision (hereinafter collectively, "Zoning Ordinance"). In the event of any conflict between the provisions of the Zoning Ordinance and the provisions of this Declaration, the provisions of this Declaration, if more restrictive, shall control; otherwise, the Zoning Ordinance shall control.

6.1 Sales Facilities of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant (its agents, employees and contractors) shall be permitted to maintain during the period of sale of Lots upon such portion of the Property (other than Lots sold by Declarant) as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the sale of Lots, including but not limited to, a business / sales office, storage area, signs, and parking areas for all prospective purchasers of Declarant.

6.2 Residential Use. All Lots and the improvements located thereon shall be used, improved and devoted exclusively to residential use as permitted by the Zoning Ordinance respecting "the Rural Community (RC) Zone" and for no other purpose, except as may be otherwise provided in this Declaration. Nothing herein shall be deemed to prevent the Owner from leasing a Lot and improvements subject to all of the provisions of this Declaration.

6.3 Conformance to Plat. All improvements constructed on any Lot shall strictly conform to the Plat Map, the Zoning Ordinance, and this Declaration insofar as type of improvement and intended use is concerned. No nonconforming uses or improvements shall be permitted within the Subdivision without prior approval of the ACC, proper authorities of the Grant County and any other governmental or quasi-governmental authorities having jurisdiction.

6.4 Maintenance of Improvements. All improvements on a Lot, including all landscaping, shall be kept in a neat, clean and attractive manner and, in particular, the exteriors of all improvements must be maintained, at all times, in a state of good repair, condition and appearance.

6.5 Restrictions on Parking and Storage. No Owner shall park or store or allow any tenant to park or store more than 1 boat with trailer and 1 recreational vehicle/trailer on a Lot. All additional boats, trailers and recreational vehicles/trailers and all disabled or inoperable motor vehicles may be kept on a Lot for no more than 72 consecutive hours unless completely enclosed within a garage or within such other enclosure as may be approved in advance by the ACC. No more than 2 operable cars may be parked in the driving/garage area of a Lot at any time. No inoperable vehicles (vehicles without current registration or license or mechanically incapable of self locomotion) of any kind may be parked, kept or maintained on a Lot, visible to the outside, at any time.

6.6 Nuisances. No noxious or offensive activity or nuisance (whether public or private) shall be permitted to exist or operate from or upon any Lot so as to be detrimental to any other Lot in the vicinity thereof or to its occupants.

6.7 Restriction on Further Subdivision. No Lot or portion of a Lot shall be further divided or subdivided; however, the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments. Lots may be joined and joined Lots may subsequently be divided but only into the Lots as originally joined.

6.8 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage, including grass trimmings and yard waste. Rubbish, refuse, garbage or other waste matter shall be kept only in sanitary containers located in appropriate areas on Lots concealed from public view, except on designated refuse pick-up days. No burn barrels or incinerators for household rubbish, trash or garbage, including grass trimmings or yard waste, shall be maintained or used on a Lot.

6.9 Livestock. No animals or livestock, except for free range chickens (no more than 4), horses, llamas and alpacas or a combination of not more than 2 such animals (2 or more free range chickens count as one) ["permitted livestock"], and household pets may be kept, raised or bred on a Lot. Permitted livestock may only be kept on the irrigated portion of a Lot for personal or recreational use and enjoyment, but not for commercial purposes, and permitted livestock may not be kept or maintained or allowed to graze, loaf or roam on unirrigated portions of a Lot. Improvements constructed at any Lot for the housing, feeding or loafing of permitted livestock shall conform with requirements of the ACC and other applicable provisions of this Declaration. Permitted livestock shall not be kept on a Lot in numbers or under conditions unreasonably objectionable as determined by the ACC.

6.10 Household Pets. Household pets may be kept, raised or bred by an Owner on a Lot for personal or recreational use and enjoyment, but not for commercial purposes, and in no event may a commercial kennel be maintained on a Lot. "Household pets" do not include rabbits, ducks, geese, or other birds not kept in a cage inside a residence, or livestock. No more than 3 household pets may be kept or maintained on a Lot, except for the temporary maintenance of household pet litters following birth until weaning is completed.

6.11 Roaming at Large. Neither permitted livestock nor household pets shall be allowed to roam from the confines of a Lot without being on a leash or under the control of the Owner or a responsible individual designated by the Owner. All animal feces deposited outside of an Owner's Lot shall be removed immediately by the Owner or a responsible individual designated by the Owner.

6.12 Signs. No signs shall be displayed to the public view on any Lot except 1 professional lawn sign of not more than 4 square feet in size advertising the Lot for sale or rent; or signs used by Declarant or a residence builder to advertise a Lot during the construction and sales period.

6.13 Rental Lots. With respect to the leasing, renting or creation of any kind of tenancy of a Lot by its Owner, such Owner shall be prohibited from leasing or renting less than the entire Lot or improvements thereon, or (with the exception of a mortgagee in possession of a Lot and improvements thereon following a mortgage foreclosure) for a term of less than 30 days; and all leasing or rental agreements shall be in writing and be subject to this Declaration (with a default of the tenant in complying with this Declaration to constitute a default under the lease or rental agreement). Multiple tenants, except for members of a single family, shall not be permitted on a Lot. In no event shall overnight or weekend rental of a Lot be permitted; however, casual, non-rental usage of a Lot by friends or family members of an Owner is permitted.

6.14 Zoning Regulations. The Zoning Ordinance, building regulations, environmental regulations, and other similar governmental regulations applicable to the Subdivision shall be strictly observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provisions shall apply.

6.15 Business Use. No business of any kind shall be conducted on any Lot with exception of the business of Declarant in developing, marketing and selling Lots, unless in permitted by the Zoning Ordinance and approved, in advance, by ACC.

6.16 Temporary Residence. No outbuilding, basement, tent, shack, garage, recreational vehicle, trailer or shed or temporary building of any kind shall be used for human habitation either temporarily or permanently, except for a construction shack or trailer used by an Owner's construction contractor during the construction period.

6.17 Antenna, Satellite Dish. The location, style and installation of all antennas, satellite dishes, or similar reception device or equipment to be affixed to any exterior wall or roof or placed on any Lot in such a way as to be visible from any public street or other Lot shall require the advance approval of the ACC.

6.18 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other improvement designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

6.19 Hunting. No hunting shall be allowed within the Subdivision.

6.20 Firearms. Firearms shall be permitted on Lots, but may not be discharged anywhere in, on or about the Subdivision.

6.21 Explosives and Chemicals. No explosives or hazardous chemicals of any kind shall be placed on or kept on any Lot or any other portions of the Subdivision.

6.22 Off-road Vehicles. No portion of the Subdivision or a Lot shall be used for the purpose of recreation with an "off-road or recreational vehicle", but such off-road vehicles may be used, as appropriate and necessary, for the maintenance and care of the Subdivision or a Lot.

6.23 Yard Sales. No more than 1 yard sale, per year, may be conducted during daylight hours only on any Lot and any such yard sale shall not exceed 2 days in duration.

6.24 Mailboxes. No Mailboxes or newspaper sleeves shall be permitted on a Lot. All mail and newspapers will be delivered to group mailboxes commonly referred to as MBU Units, at locations in the Subdivision as determined by Declarant and the US Postal Service.

ARTICLE VII

BUILDING, ARCHITECTURAL AND LANDSCAPING

Except as may be hereinafter set forth, all building and architectural landscaping restrictions shall be governed by the Zoning Ordinance. In the event of any conflict between the provisions of the Zoning Ordinance and the restrictions hereinafter set forth, the restrictions hereinafter set forth, if more restrictive, shall control; otherwise, the Zoning Ordinance shall control.

7.1 Lots. Lots may be left vacant and unimproved for the period required in this Declaration, but as long as vacant and unimproved, shall be maintained in such manner as to keep dust, sand, weeds and debris from blowing therefrom. Any ground cover plant allowed to grow to provide erosion control or other vegetation shall be kept mowed or trimmed to a height of no more than twelve inches.

7.2 Residences/Height. No improvements of any kind shall be erected, altered, placed or permitted to remain on any Lot other than 1 residence, not to exceed 16 feet in height above the highest ungraded point on a Lot, with an appurtenant or detached private garage or carport; however, residences with appurtenant or detached garages on Lots on the southern border of the Subdivision may extend to 26 feet in height above the highest ungraded point on a Lot. Additional improvements with height limitations as prescribed by the ACC may be permitted only upon prior approval of the ACC.

7.3 Improvements. Subject to the Zoning Ordinance, no improvements may be constructed on any Lot other than one residence, Appurtenant Improvements, and other improvements which may include a garage, pool, spa, landscaping, loafing shed, shop, barn and fencing. All such appurtenant improvements and any permitted unattached improvements shall conform generally in architectural design and exterior construction and materials to the residence. No appurtenant or unattached improvement shall be used at any time for human habitation. Further, no appurtenant or unattached improvement shall be constructed unless done contemporaneously with or following commencement of construction of the residence.

7.4 Improvement Location. The location of all improvements on a Lot must be approved by the ACC, and improvement location shall include a 100 foot sanitary zone surrounding any well situated on a Lot. In particular, the residences (or tallest improvement) on Lots 1, 2, 8 through 11, 19 through 29, 35, 37 and 38, inclusive, shall be located on the eastern side of such Lots, and the residences (or tallest improvement) on all other Lots shall be located on the western side of such Lots.

7.5 Prosecution of Work. The construction work on all improvements on all Lots, including landscaping, shall be prosecuted diligently and continuously from commencement of construction until the exteriors of improvements are completed and painted or otherwise suitably finished. Exterior work on any improvements, including completion of roofing, painting, paneling, trimming, and landscaping, shall be completed within 1 year from the commencement of construction. No residence shall be occupied in any manner while in the course of original construction and until it complies with all applicable building code requirements precedent to human habitation.

7.6 Excavation. Prior to excavation and removal of topsoil from any Lot, the highest ungraded point on the Lot must be provided to and verified by the ACC.

7.7 Minimum Size. Each residence shall be of permanent construction and shall have interior ground floor area devoted to living purposes (exclusive of basements, garages, carports, breezeways, patios, porches, decks and other appurtenant improvements) as follows:

- a. Not less than 1,800 square feet, and in the case of a single-level residence, at a minimum, a kitchen and half-bath on the ground floor;
- b. In the case of a multi-level residence not less than 1,300 square feet on the ground floor;

and, a garage of not less than 400 square feet of interior floor area.

7.8 Materials. The exteriors, including roofs and walls, of all improvements constructed on a Lot shall be of new materials and painted or stained and meet the following requirements:

- a. Siding must be approved house-type siding, such as wood, hardwood, lap, vinyl, metal or a substantial equivalent approved by the ACC;
- b. Roofing materials must be wood, composition shingle, architectural metal, cement tiles, terra cotta tiles or a substantial equivalent approved by the ACC; and,
- c. Foundations must be permanent solid foundations of masonry or concrete and must meet all applicable building code requirements.

7.9 Plumbing. All residences, including all swimming pools and spas, shall be equipped with sanitary plumbing facilities complying with the regulations of all governmental entities having jurisdiction.

7.10 Fences, Walls and Hedges. Fences, walls and hedges shall not exceed 4 feet above finished Lot elevation in any front yard or corner Lot exterior side yard, nor exceed 6 feet above the highest

ungraded point on a Lot on any interior side or rear yard. The composition and style of all fences must be approved in advance by the ACC.

7.11 Trees and Mass Plantings. It is important that Lot owners restrict the height of improvements, trees and vegetation so that the view from other Lots is preserved to the greatest extent possible. All building plans and specifications submitted to the ACC shall include a landscaping plan consistent with this Declaration and it is the responsibility of the ACC to determine whether or not trees or other vegetation included in such plans unreasonably interfere with the view from other Lots. Although trees and mass plantings not used as hedges may be planted and maintained, in no event shall the height thereof exceed 16 feet from the highest ungraded point on a Lot and shall be of a density so as not to unreasonably interfere with the aesthetic quality of the Subdivision.

7.12 Maintenance of Lots. All Lots shall be maintained so as not to create a fire hazard and shall at all times be kept free of litter, debris, garbage, unsightly materials and weeds.

7.13 Set-Backs. Except as provided in Section 3.2, no improvement shall be erected, altered, enlarged or relocated on a Lot so that any portion thereof shall be nearer the Lot lines than the distance permitted pursuant to the Zoning Ordinance.

7.14 Driveways. A driveway to each residence from the abutting public street shall be constructed, graded and covered with cement, asphalt, bricks, pavers, or at least 2 inches of crushed, compacted gravel and shall be completed within 60 days after completion of construction of the exterior of the residence.

7.15 Landscaping. Natural vegetation on a Lot must be preserved or replaced with shrubs, lawns, trees or other vegetation indigenous to a semi-arid desert; however, gravel and other decorative rock or bark are permitted. Each Lot shall be kept and maintained in a neat, clean and attractive manner, and in particular, grass shall be kept neatly cut and trimmed, weeds eradicated, the shrubbery regularly pruned and dead or diseased trees, shrubbery and plants removed. During construction on any Lot, such action as is necessary shall be taken to prevent the blowing of weeds, sand or dust onto the remaining portions of the Subdivision.

7.16 Lighting. Exterior lighting is to be minimized with no tall pole lighting with a large yard or area light permitted on any Lot. All exterior lighting must be switched or motion activated and no exterior lights shall be kept on continuously.

7.17 Damage / Destruction. If all or any portion of a residence or other improvements on a Lot are damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, reconstruct or replace such residence or improvements in a manner which will substantially restore it or them to the same appearance and condition that existed immediately prior to the casualty as determined by the ACC. Reconstruction or replacement shall be commenced within 60 days of any insurance settlement, but in no event more than 2 years after the damage occurred and shall be completed within 9 months after the commencement of repair; however, all damaged portions of the residence or other improvements and debris shall be removed from the Lot within 3 months of the date the damage occurred and the Lot kept in a neat and tidy condition.

ARTICLE VIII

COMPLIANCE WITH DECLARATION

8.1 Enforcement.

8.1.1 Compliance of Owner. Each Owner shall comply strictly with the provisions of this Declaration. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Declarant, or an aggrieved Owner or Owners.

8.1.2 Compliance of Lessee. Each Owner who shall rent or lease such Owner's Lot shall do so by written instrument subject to the terms of this Declaration. Said agreement shall further provide that failure of any lessee or tenant to comply with the provisions of this Declaration shall be a default under the lease or rental agreement.

8.2 No Waiver of Strict Performance. The failure of any Owner in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration or to exercise any right or option contained in this Declaration, or by law or in equity, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such right or option to enforce such term, covenant, condition or restriction, and such term, covenant, condition or restriction shall remain in full force and effect. This section also extends to the Declarant during the initial period of development of the Subdivision.

8.3 Right of Entry. Violation of any of the provisions, conditions, restrictions, covenants, reservations or easements contained herein, shall give to Declarant and its successors and the Owners the right to enter upon any Lot as to which such violation exists and to abate, correct and remove, at the expense of the Owner thereof, any building, thing or condition that may be or exists thereon contrary to the intent of this Declaration. Any such entry shall be made only after 3 days' notice to the affected Owner and with as little inconvenience as possible, and any damage caused thereby shall be repaired by the person or persons making the entry. Declarant, or its successors, or the Owners, shall not be deemed guilty of any manner of trespass by such entry, abatement or removal.

ARTICLE IX

MORTGAGE PROTECTION

9.1 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage. Any provision of this Article conferring rights upon mortgagees which is inconsistent with any other provision of this Declaration shall control over such other inconsistent provisions.

9.2 Right of Lien Holder. A breach of any the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not affect or impair the lien or charge of any bona fide mortgage made in good faith and for value on any Lot; however, any subsequent Owner of the Lot shall be bound by these provisions whether such Owner's title was acquired by foreclosure, trustee's sale or otherwise.

ARTICLE X

TERM OF DECLARATION

The covenants contained herein and as may be amended from time to time shall run with and bind the land for a term of 30 years from the date this Declaration is recorded, after which time the Covenants shall be automatically extended for successive periods of 10 years each, unless an instrument executed in accordance with Section XI herein shall be recorded, modifying, canceling or terminating this Declaration.

ARTICLE XI

AMENDMENT OF DECLARATION, PLAT MAP

11.1 Declaration Amendment. Amendments to the Declaration shall be made by an instrument in writing entitled "Amendment to Declaration", or the like, which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration, any proposed amendment must bear the signatures of at least 66 2/3% of Owners.

11.2 Plat Map. Except as otherwise provided herein, the Plat Map may be amended by revised versions or revised portions thereof referred to and described to affect an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Plat Map shall be made available for the examination of every Owner. Such amendment to the Plat Map shall also be effective, once properly adopted, upon recordation in the appropriate city or county office in conjunction with the amendment of this Declaration.

11.3 Amendments to Conform to Construction. Notwithstanding anything to the contrary hereinbefore set forth, Declarant, upon Declarant's signature above, and as an attorney-in-fact for all Owners with an irrevocable power coupled with an interest, may at any time, until all Lots have been sold by Declarant, file an amendment to this Declaration and to the Plat Map to conform data depicted therein to improvements as actually constructed and to establish, vacate and relocate utility easements and access road easements as may be necessary for the beneficial enjoyment of the Subdivision.

11.4 Amendments to Conform to Lending Institution Guidelines. Notwithstanding anything to the contrary hereinbefore set forth, so long as Declarant continues to own one or more Lots, the Declarant, on Declarant's signature alone, and as an attorney-in-fact for all Owners with an irrevocable power coupled with an interest, may file such amendments to this Declaration and the Plat Map as are reasonably necessary, in the opinion of Declarant, to meet the then requirements of Federal National Mortgage Association, Veterans Administration, Federal Home Loan Mortgage Corporation, or other agencies, institutions or lenders financing and/or insuring title for the purchase of a Lot from the Declarant.

11.5 Article XII Amendments. Notwithstanding anything to the contrary hereinbefore set forth, Declarant, upon Declarant's sole signature, and as an attorney-in-fact for all Lot Owners with an irrevocable power coupled with an interest, may at any time, until all Lots have been sold by Declarant, file such amendments to this Declaration and Plat Map as are necessary in the exercise of Declarant's powers under Article XI.

ARTICLE XII

ANNEXATION AND WITHDRAWAL OF ADDITIONAL PROPERTIES

12.1 Annexation by Declarant. Although not obligated to do so, Declarant reserves the right to develop as a single family residential subdivision additional lands which would be in addition to and would be nearby the Property. At any time within 15 years of the date of recording of this Declaration, Declarant may cause all or any portion of such additional lands to be annexed to the existing Subdivision without the assent of other Owners; however, the annexation of additional lands described in this Section shall be adjacent to the Subdivision.

12.2 Non-Declarant Annexations. Annexation of additional properties (other than Declarant annexations provided for in Section 12.1 hereof) shall require the written assent of 66 2/3% of Owners.

ARTICLE XIII

MISCELLANEOUS

13.1 Notices.

13.1.1 Delivery of Notices and Documents. Any written notice or other document as required by this Declaration may be delivered personally or by mail. If by mail, such notice, unless expressly provided for herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received 2 business days after a copy thereof has been deposited in the United States mail, postage fully prepaid, addressed as follows:

(a) If to an Owner (other than Declarant), to the address of any Lot in the Subdivision owned by Owner, in whole or in part, or to the address of such Owner on the records of the Grant County Assessor.

(b) If to Declarant, whether in its capacity as an Owner or in any other capacity, the following address: 6719 Road 8.9 SE, Othello, WA 99344, or such other address as may hereafter be designated by Declarant, in writing, to all Owners.

13.2 Conveyances; Notice Required. The right of an Owner to sell, transfer or otherwise convey a Lot shall not be subject to any right of approval, disapproval, first refusal or similar restriction by Declarant.

13.3 Remedies Cumulative. The remedies provided herein are cumulative and may be pursued concurrently, as well as any other remedies which may be available under law although not expressed herein.

13.4 Successor and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Declarant, and the heirs, personal representatives, grantees, lessees, sublessees and assignees of the Owners.

13.5 Joint and Several Liability. In the case of joint ownership of a Lot, the liability of each of the Owners thereof in connection with the liabilities and obligations or Owners, set forth in or imposed by this Declaration, shall be joint and several.

13.6 Mortgagee's Acceptance.

13.6.1 Priority or Mortgage. This Declaration shall not initially be binding upon any mortgagee of record at the time of recording of said Declaration, but rather shall be subject and subordinate to said mortgage.

13.6.2 Acceptance Upon First Conveyance. Declarant shall not consummate the conveyance of title of any Lot until a mortgagee of record shall have accepted the provisions of this Declaration and made appropriate arrangements for partial release of Lots from the lien of said mortgage. The issuance and recording of the first such partial release by said mortgagee shall constitute its acceptance of the provisions of this Declaration and the status of the Lots remaining subject to its mortgage as well as its acknowledgement that such appropriate arrangements for partial release of Lots has been made; however, except as to Lots so released, said mortgage shall remain in full effect as to the entire Subdivision.

13.7 Severability. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

13.8 Effective Date. The Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed this Declaration _____,
2007.

Curlew Crest, LLC

By: _____
David W. Meseberg, Co-Manager

By: _____
Marilyn M. Meseberg, Co-Manager