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 48.00 Douglas County

DECLARATION OF COVENANTS

RICE LAND DIVISION I

RICE LAND, LLC, a Washington limited liability company, of Box 7056, East Wenatchee, Washington 98802, herein the GRANTOR, is the owner of that certain property located in Douglas County, Washington more particularly described on Exhibit A attached hereto and incorporated herein by this reference and hereinafter referred to as the "Property."

Rice Land, LLC as the GRANTOR, hereby subjects said Property to the restrictions, conditions, covenants and limitations set forth herein. These restrictions, conditions, covenants and limitations shall run with the land and shall be binding upon the present owners and all subsequent GRANTEES of any portion of any area included within the aforesaid legal description,

The immediate GRANTOR and all future GRANTEES, their heirs and assigns forever, of any portion of said Property covenant and agree by the acceptance of a conveyance to faithfully observe and comply with said restrictions, conditions, covenants and limitations.

1. Restrictions on Further Subdivision. All future grantees covenant and agree not to further subdivide the subject Property. A maximum density of one residence per parcel and one water well per parcel will be allowed. A septic permit must



be obtained from Douglas County Health District prior to home site construction or in the case of a recreational vehicle being used during construction.

2. Access Roads And Easements

a. Common utilities, including telephone and power, may be placed in the dedicated access and utility easement encumbering the Property.

b. No gates or obstructions shall be placed upon or block any access road unless approved by a majority of the Property owners and any tract owner using the road for access to their tract, unless such road terminates on an owner's tract.

c. No mineral rights shall be sold or transferred with tracts.

3. General Restrictions on All Properties.

a. Except as above provided, any animals kept by an owner shall be fenced within the boundaries of the owner's tract. No owner may operate a hog farm, wildlife species, livestock feed lot or commercial poultry farm on any tract. Corrals, a barn, and livestock facilities near the owner's personal residence are allowed. Pets and animals are not allowed to run at large and shall be in control at all times. Any animals will be only for domestic or household use. Commercial dog kennels or boarding not allowed.

b. Except as herein set forth, no mining, quarrying, tunneling, excavating for any substances within the earth, including, minerals, gravel, sand, rock, and earth shall be permitted on the surface of any tract by a Property owner.

c. Owners may drill one water well per tract for the purpose of providing water to the improvements constructed on the tract but for no irrigation purposes other than gardens or lawns for personal use. A tract owner may also do normal excavation in connection with constructing a dwelling and other permitted buildings including, but not limited to, construction or excavation of a basement, septic tank, drain field, and driveway.

d. The tracts shall be used primarily for single family residential purposes. There may be no more than one (1) family residence for each tract. Each residence may also have an appurtenant, non-commercial guest house. Non-commercial garages, small sheds, corrals, barns, and horse facilities are also permitted on the

Property. No tracts within the Property shall be occupied or used for any commercial or business purpose, including, without limitation, a bed and breakfast, except for an office, or studio contained within the owner's residence. Nothing in this paragraph shall be deemed to prevent any owner or his duly authorized agent from renting or leasing any residential building for residential use from time to time, subject to all of the provisions of this Declaration.

e. With the exception of, a sign no larger than nine square feet for the owner to advertise his home or tract for sale, no signs or advertising devices, including, but without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any of the Property.

f. A tract owner assumes the responsibility of supplying and developing the water and sewage facilities for his tract. Wells, water systems, and septic systems must be drilled, installed, and maintained at all times in accordance with the applicable rules and regulations of public agencies having regulatory authority over such facilities.

g. Utility Lines.

(i) Primary feeder lines for utilities, including power and telephone, shall be buried.

(ii) Residences may have television and radio antennas and dishes.

h. Owners shall not dump refuse or garbage on any tract, nor shall owners build, maintain, operate, or construct, or in any way cause or permit to be placed within sixty feet (60') of the boundary line of a tract, any structure, facility, or condition that will cause the accumulation or existence of animal waste, junk, or a condition causing noxious or offensive odors.

i. Construction of any building or other structure on a tract must be completed within eighteen (18) months from the commencement of construction, or it will be considered a nuisance, and may be removed or otherwise abated by other property owners at the sole cost and expense of the owner of the tract on which such building or other structure is situated.



j. Any permanent residence, garage, or outbuildings constructed on the Property shall utilize only new materials in the construction. Any metal roofs must be of a non-reflective material. All homes exclusive of outbuilding constructed or placed on the Property shall contain at least 1200 square feet of enclosed living space on the main floor and must have a pitched roof and installed on permanent concrete foundation.

New factory modular homes or new double wide mobile homes may be placed on the lots provided they are no less than 1200 sq. ft. of enclosed living space on the main floor and installed on permanent cement foundations. In the case of exterior walls nonreflective materials shall be factory installed. No mobile home may be installed on the subject Property and then covered with wood siding. This covenant is not intended to prohibit a property owner from storing a factory constructed recreational vehicle on the subject Property following completion of grantee's residence. A property owner may have a recreational vehicle on the Property as long as such vehicle has a currently valid State of Washington vehicle license, has wheels and is not permanently affixed to the property.

k. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or placed on any portion or the Property which is or may become a nuisance to others.

l. No activities shall be conducted on any portion of the Property and no improvements may be constructed on any portion of the Property which are or might be unsafe or hazardous to any person or property.

m. No light shall be emitted from any tract or other portion of the Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any tract or other portion of the Property which is unreasonably loud or annoying including, but without limitation, speakers, horns, whistles, bells, or other sound devices; and no odors shall be emitted from any tract or other portion of the Property which are noxious or offensive to others.

n. No junk, nonrunning, unlicensed, unusable machinery or equipment shall be stored on the Property for a period of more than thirty (30) days unless in a garage or building constructed of new materials and neat appearance.

4. Enforcement And Miscellaneous Provisions.

a. These covenants, conditions, and restrictions, and easements shall run with the land and shall be binding upon the present owners and all subsequent owners of any tract.

b. Except as hereinafter provided these covenants may be amended by a majority vote of the tract owners. Each tract shall have one vote. No amendment of these covenants may change or increase the obligations of Rice Land, LLC without its express written consent. No amendment of these covenants may diminish a tract owner's right of ingress and egress.

c. The provisions of this Declaration, or any lawful amendments, may be enforced by the Grantor and/or a tract owner, by using either an action for damages arising out of a violation, or by an action to abate a nuisance, or an action to restrain a threatened or prospective violation, or restrain a continuing violation, or any other matter permitted by law or equity. In any action for the enforcement of the covenants, if the relief prayed for is granted in whole or in part, the person or party bringing the action shall be entitled to recover necessary court costs for the action, including reasonable attorney's fees.

d. Should any provision of this Declaration be void or become invalid or unenforceable in law or equity by judgment, or court order, the remaining provisions hereof shall be and remain in full force and effect.

5. Mortgage Protection. A breach of any of these covenants, conditions and restrictions contained herein shall not render invalid the lien, encumbrance of any mortgage or security interest on any tract if such mortgage, lien, or security interest is made in good faith and for value. Further, any lien for unpaid dues is junior and subject to any valid mortgage, encumbrance, or security interest in any tract.



NORTHWEST GEODIEMSI DEC

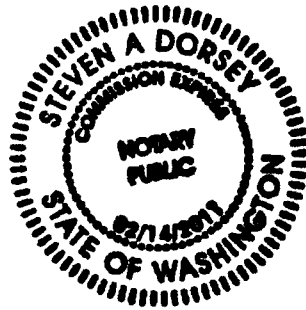
DATED this 29 day of January, 2009.

RICE LAND, LLC, a Washington limited liability company

By [Signature]
Mel Henkle, Member
By [Signature]
Marcia Henkle Member

State of Washington
County of Chelan

I certify that I know or have satisfactory evidence that Mel Henkle and Marcia Henkle are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the members of Rice Land, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated January 29, 2009
Signature [Signature] Notary Public
My Appointment Expires February 14, 2011



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EXHIBIT A

Legal Description

All of Section 19, Township 25 North, Range 28 East of the Willamette Meridian, Douglas County, Washington, EXCEPT the southeast quarter of the southeast quarter; and EXCEPT the northeast quarter of the northeast quarter and EXCEPT all that portion lying westerly of State Highway 17; and EXCEPT that portion deeded to Douglas County for road purposes in Book 71, page 635; and EXCEPT those portions deeded to the State of Washington in Book 91, page 282, Book 110, page 369, Auditor's No. 228216 and Auditor's No. 228217. Parcel No. 252819100 01