

After Recording Mail To:  
Dan McGuire  
Luke McGuire  
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Loon Lake, WA 99148

Auditor File #: 2007 0014038

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DAN MCGUIRE

on 12/06/2007 at 15:17

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STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

AALLEN

LOT CERTIFICATION  
CITY OF CHEWELAH APPLICATION NO. SP 01-07  
PART SW1/4 OF SE1/4 OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 40 EAST,  
W.M., IN STEVENS COUNTY, WASHINGTON

Grantor:

LUKE MCGUIRE, a single man, and DANIEL MCGUIRE, a single man

Legal Description:

That portion of the SW1/4 of the SE1/4 of Section 11, Township 32 North, Range 40 East, W.M., in the Town of Chewelah, Stevens County, Washington, described as follows:  
Commencing at a point 660 feet North of the Southeast corner of the SW1/4 of the SE1/4 of Section 11, thence West 689.64 feet; thence North 167 feet; thence East 692.72 feet; thence South 167 feet to the place of beginning;  
EXCEPTING therefrom the East 345 feet thereof.

Tax Parcel Number: 248125

Exhibit A:

Attached as Exhibit A is a map depicting the lot location, dimensions and locations of easement as affects each lot created hereby.

**Legal Descriptions:**

**Lot 1 of SP 01-07 of the City of Chewelah:** That part of the SW1/4 of the SE1/4 of Section 11, Township 32 North, Range 40 East, W.M., in the City of Chewelah, Stevens County, Washington, described as follows:

Commencing at a point 660 feet North of the Southeast corner of the SW1/4 of the SE1/4 of Section 11; thence West 689.64 feet; thence North 167 feet; thence East 692.72 feet; thence South 167 feet to the point of beginning;

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EXCEPT the East 488 feet thereof; and  
EXCEPT the North 75 feet thereof.

**Lot 2 of SP 01-07 of the City of Chewelah:** The North 75 feet of the following described parcel, to-wit:

That part of the SW1/4 of the SE1/4 of Section 11, Township 32 North, Range 40 East, W.M., in the City of Chewelah, Stevens County, Washington, described as follows:

Commencing at a point 660 feet North of the Southeast corner of the SW1/4 of the SE1/4 of Section 11; thence West 689.64 feet; thence North 167 feet; thence East 692.72 feet; thence South 167 feet to the point of beginning;

EXCEPT the East 488 feet thereof.

Subject to and together with an easement for ingress, egress and utilities over, under and across the North 27 feet thereof.

**Lot 3 of SP 01-07 of the City of Chewelah:** The West 70 feet of the East 488 feet of the following described parcel, to-wit:

That part of the SW1/4 of the SE1/4 of Section 11, Township 32 North, Range 40 East, W.M., in the City of Chewelah, Stevens County, Washington, described as follows:

Commencing at a point 660 feet North of the Southeast corner of the SW1/4 of the SE1/4 of Section 11; thence West 689.64 feet; thence North 167 feet; thence East 692.72 feet; thence South 167 feet to the point of beginning.

Subject to and together with an easement for ingress, egress and utilities over, under and across the North 27 feet thereof.

**Lot 4 of SP 01-07 of the City of Chewelah:** The West 73 feet of the East 418 feet of the following described parcel, to-wit:

That part of the SW1/4 of the SE1/4 of Section 11, Township 32 North, Range 40 East, W.M., in the City of Chewelah, Stevens County, Washington, described as follows:

Commencing at a point 660 feet North of the Southeast corner of the SW1/4 of the SE1/4 of Section 11; thence West 689.64 feet; thence North 167 feet; thence East 692.72 feet; thence South 167 feet to the point of beginning.

Subject to and together with an easement for ingress, egress and utilities over, under and across the North 27 feet thereof.

Subject to an easement for sewer line and maintenance thereof along the East ten feet (10') of Lot 4.

**RESTRICTIONS:**

**Lots 2, 3 and 4** shall be subject to the following covenants, conditions and restrictions:

1. This plat has been reviewed as an application for a residential subdivision with one family dwelling unit per lot as to Lots 3 and 4, and a two family dwelling unit (duplex) as to Lot 2. Any other use(s) may require further review and approval.
2. Prior to construction, placement or development of any structures with this plat, a permit shall be secured from the City of Chewelah Building Department.
3. Construction: All buildings placed on the property shall be of new construction. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. All structures shall be completed within one year of the beginning of construction.

Modular homes may be placed on the property provided, however, that they must be 1,000 square feet or larger, exclusive of garages and porches, and shall be placed upon a continuous foundation.

Single story residences must have 1,000 square feet of living space, excluding garages and porches.

Two story residences must have a minimum of 500 square feet of living space on the lower floor and 500 square feet on the second floor, excluding garages and porches.

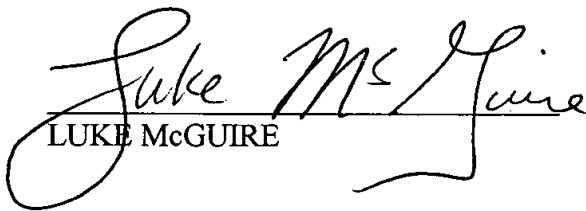
4. Utilities: All utilities shall be underground.
5. Animals: There shall be no more than six (6) domestic animals per dwelling. All pets must be contained within the boundary of the lot. No commercial animals, livestock or farm animals shall be permitted.
6. Trash: No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles) shall be thrown, dumped, placed or disposed of, or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal of such materials. Such materials shall be kept in containers which shall be maintained in a clean and sanitary condition and shall be kept hidden from the public road, adjacent lots and other owners views.
7. Road Maintenance: The owners of the lots subject to these covenants shall equally share the cost of maintaining or improving the access within the easement described with each of those lots, but no such maintenance or improvement shall be subject to the sharing of costs unless two of the three lot owners agree to the same. Any lot owner may perform reasonable maintenance at any time and at their own expense if two-thirds of the lot owners do not agree to share the cost of the same.
8. Modification: The covenants established herein may be waived, terminated or modified as to the whole of the above-described property or any portion thereof with

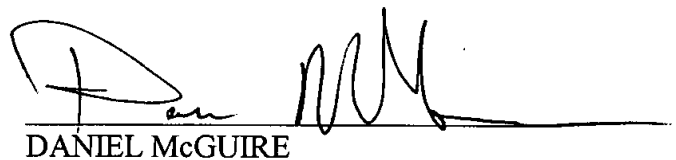
the written consent of the owners of seventy-five percent (75%) of the lots subject to these covenants.

9. Enforcement: Any lot owner shall have the right to enforce the provisions of these covenants by any proceeding in law or equity. The venue for any such action shall be in the Superior Court of Stevens County. The prevailing party in any such litigation shall be awarded their reasonable attorneys fees from the person found to have violated these covenants in any material respect.
10. These covenants, easements, restrictions and road maintenance provisions shall bind all future owners and run with the land.

OWNER'S CERTIFICATE:

We, the undersigned, do hereby acknowledge that this plat, as described hereon, has been made with our consent and in accordance with our desires.

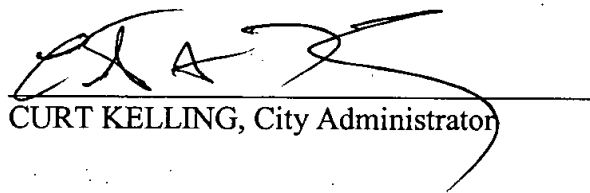
  
LUKE McGUIRE

  
DANIEL McGUIRE

LOT CERTIFICATE:

The lots, as described herein, have been examined in the context of all applicable City of Chewelah Ordinances relating to platting and subdivisions, and are approved subject to the restrictions and covenants cited herein, this 6<sup>th</sup> day of December, 2007.

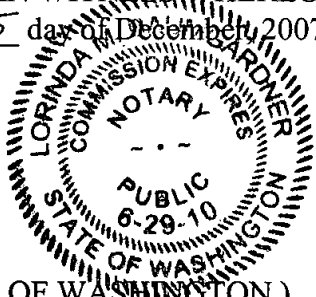
CITY OF CHEWELAH

  
CURT KELLING, City Administrator

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF STEVENS )

I certify that I know or have satisfactory evidence that LUKE McGUIRE and DANIEL McGUIRE are the persons who appeared before me, and who acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 5 day of December, 2007.

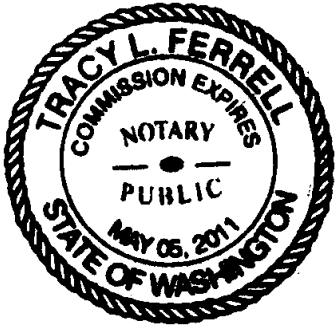


*Lorinda M. Baumgardner*  
Notary Public in and for the State  
of Washington, residing at Chewelah  
My Commission expires: 6/29/10

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF STEVENS )

I certify that I know or have satisfactory evidence that CURT KELLING is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the City Administrator for the CITY OF CHEWELAH, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 6th day of December, 2007.



*Tracy L. Ferrell*  
Notary Public in and for the State  
of Washington, residing at Chewelah  
My Commission expires: May 05, 2011

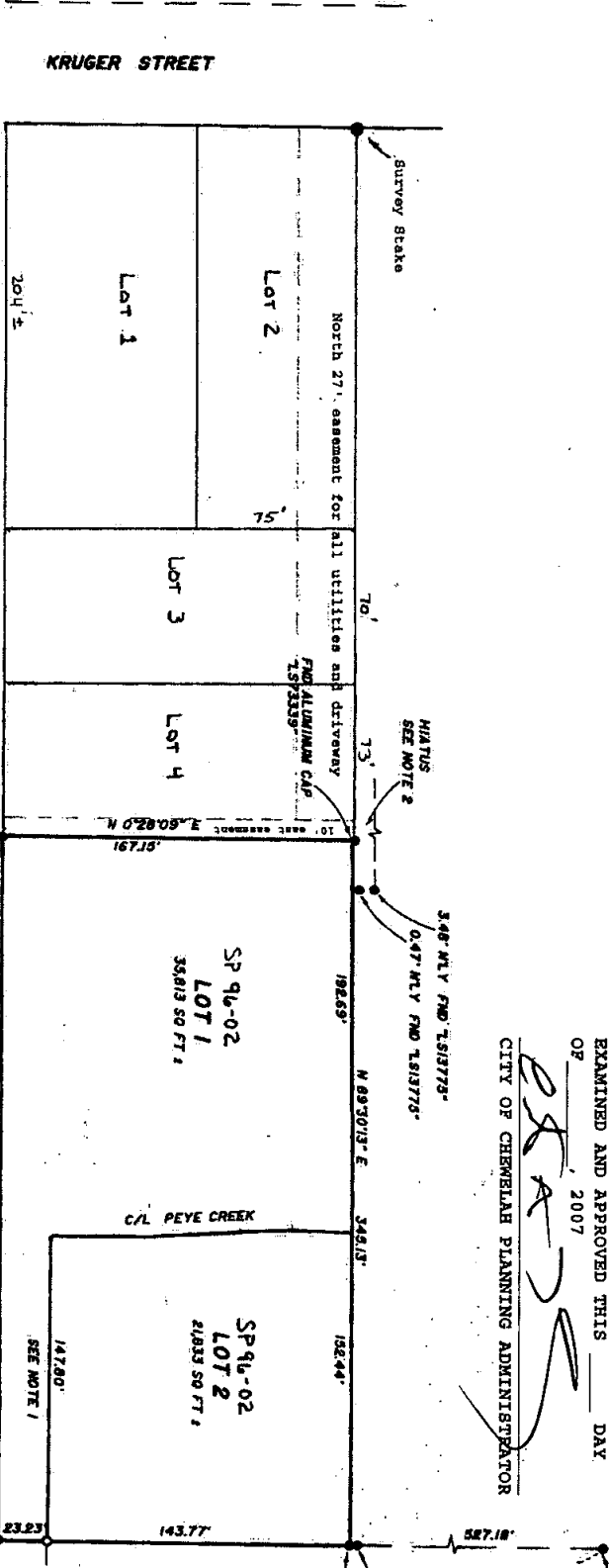
Exhibit A

Short Plat Number - 01-07

Portion of SW1/4 of SE1/4 of Section 11, T32N, R40E, W.M.  
 City of Chewelah, Stevens County, Washington

Plat Certification  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY  
 OF 2007

*[Signature]*  
 CITY OF CHEWELAH PLANNING ADMINISTRATOR



**LEGEND**

- FOUND MONUMENTS AS NOTED
- RI R.O.S. BOOK 1, PAGE 6
- SET 1/8" REBAR W/ CAP MARKED T528278