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RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR:

BRADBURY BEACH DEVELOPMENT HIGHWAY 25 SOUTH KETTLE FALLS, WA 99141

PARCELS 0380010, 0380020, 0380030, 0380040 SECTION 22 TOWNSHIP 35 RANGE 37

This declaration of Covenants, Conditions and Restrictions and Dedication of Easements restates prior covenants filed under Auditor's File No. 20070010223 and amendments filed under Auditor's File No. 20080006345. The party's intent is to preserve and enhance the values and the amenities of the area.

The legal description of the real property that these Covenants, Conditions and Restrictions apply to is as follows:

Designated as Lots A, B, C, D, FIRST ADDITION TO FRUITLAND IRRIGATION COMPANY, SUBDIVISION A, according to survey recorded August 20, 2007, under Auditor's File No. 20070009653, in Stevens County, Washington.

Commonly known as or referred to as: (HWY 25 Development Lots A, B, C and D) as depicted on survey of Thomas E. Todd, recorded August 20, 2007, under Auditor's File No. 20070009653.

I. GENERAL PROVISIONS

- A. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own property in the subdivision for a period of 10 years from which the date of these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by owners of no less than three (3) of the four (4) lots or tracts has been recorded, agreeing to change the covenants in whole or in part. Unless otherwise agreed by the parties having an interest in any lot, the "owner" shall be the party holding fee title, except in the case of a real estate contract or successive contracts, the last contract purchaser in the chain of title shall be deemed the "owner".
- B. Any persons who may now own, or who may hereafter own property in the subdivision are specifically given the right to enforce these restrictions through any proceedings, at law or in

- equity, against any person or persons violating or threatening to violate such restrictions, and to obtain injunctions or recover any damages suffered by them from any violations thereof.
- C. Each and all of the Covenants, Conditions and Restrictions contained herein shall be deemed and construed to be continuing and no waiver of or failure to enforce a breach of any of the Covenants, Conditions and Restrictions herein contained shall be construed to be a waiver of any other breach of the same, or other Covenants, Conditions and Restrictions.
- D. If any Covenant, Condition or Restriction contained herein, or any portion thereof, is invalidated or voided by court order or otherwise, such invalidity or voidness shall in no way affect any other Covenant, Condition or Restriction.
- E. By acquiring an interest in any lot, such person agrees to bind himself, his heirs and assigns to the protective covenants, to perform obligations, and road maintenance agreements.
- F. Any violation of these covenants shall be considered a nuisance. Any lot owner shall have the right, upon fifteen (15) days written notice, to take legal action against the offending parcel's owner, lessee or other person in control of possession.
- G. Person or persons enforcing covenants shall be entitled to recover reasonable costs including reasonable attorney's fees. These costs will become a liability of the offender and if not paid within thirty (30) days, the costs will become a lien on the property. This lien shall be enforceable by foreclosure of real property in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage llens recorded prior to the date of legal action. These protective covenants shall be fully incorporated into any instrument by reference to the same as "Declaration of Covenants, Conditions and Restrictions."

PURPOSE: For the purpose of enhancing and protecting the value and desirability of the property described herein, the undersigned owner hereby declares that all of the real property described herein and each part thereof shall be held, sold and conveyed subject to the following easements, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any rights, title or interest in the property or any part thereof, their heirs, successors and assigns and shall have to the benefit of each owner thereof. It being agreed and understood that the agreements herein contained are for the mutual benefit of each lot and of the whole property.

DEFINITIONS: For the purposes of this agreement, certain words shall be defined as follows: "Owner" shall mean and refer to the record owner, whether one or more persons or entities having any right, title or interest to any lot whether by deed or contract located on the property. Owner shall not mean those persons or entities having an interest merely as security for the performance of any obligation, unless they complete a foreclosure on their security interest and become an owner.

COST REIMBURSEMENT FOR CAPITAL IMPROVEMENTS: The cost of any capital road and utility improvement shall be borne by each lot owner equally within the development regardless of usage.

DEDICATION OF EASEMENTS: The undersigned hereby grant to all future lot owners within the property and also reserves to themselves permanent nonexclusive easements for ingress, egress and underground utilities on the property. Said easements are comprised of roads and utility easements within said roads. The descriptions of the easements are fully depicted on the survey of Thomas E. Todd recorded August 20, 2007, under Auditor's File No. 20070009653.

Utilities are to be buried within the road right-of-way and as close to the constructed road within the right-of-way as are reasonably possible.

1. BUILDING CONSTRUCTION AND LANDSCAPING

- a. All buildings placed on the property shall be of new construction. Only new or stick frame homes may be placed on a lot. No singlewide or doublewide mobiles will be permitted. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. Each resident shall contain at least 1,000 square feet on the main floor, exclusive of second floors, open decks, garages, covered carports, sheds and other outbuildings.
- b. Except as noted otherwise herein, only one single-family residence and outbuildings auxiliary thereto (i.e. garages, wood sheds, barns, etc.) may be constructed or permitted to remain on each lot. Separate guest quarters are allowed subject to county approval but may not be used as a second full time residence, maximum square feet to be 1,850 and must be placed within 200 feet of the primary residence and to conform to the architecture and colors of the primary residence.
- c. Buildings on residential lots shall be well-proportioned structures. Roof covering shall be wood shake, shingle, composite shingle, or painted metal. No unpainted metal roof permitted on any building within the subdivision.
- The exterior of any building shall be completed within one year of the beginning of construction.
- Easements for drainage, utilities and access roads are reserved as shown on the face of the survey.
- f. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Stevens County.
- MOBILE HOMES AND TRAILERS. No singlewide, doublewide, manufactured home modular home or trailer house shall be placed on the property. All of the above are prohibited if they have a Housing and Urban Development (HUD) label or sticker. Panel homes without a HUD sticker or label are allowed. However, all other covenants and restrictions shall apply, including but not limited to, the paragraphs on building construction and landscaping restrictions.
- 3. RECREATIONAL USE. Being situated next to a national recreation area, the lots may be used for any purpose consistent with recreational use and enjoyment, including camping, the use and storage of RVs upon the property, and the construction of a shop or storage shed consistent with recreational use. However no recreational vehicle, camp trailer or tent shall ever be uses as a permanent residence.

2019 0002319 PAGE 4 OF 7 STEVENS COUNTY, WASHINGTON

- 4. REPAIRS, MAINTENANCE AND CLEANLINESS. The buildings and grounds of each residential lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Lawns shall be moved at reasonable intervals. Lot owners must adhere to rules and regulations of the Stevens County Noxious Weed Control Board.
- 5. TRASH AND DEBRIS. No trash, garbage, ashes, refuse, ruins or other remains of any kind, including but not limited to, disabled vehicles, furniture and appliances shall be thrown, dumped, placed, disposed of or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal of such materials. Such materials shall be kept in containers that shall be maintained in a clean and sanitary condition and shall be kept hidden from county road, subdivision road and adjacent lot owners view.
- 6. ANIMALS. All pet and livestock must be contained within the boundary of the lot. No commercial raising of livestock or pets is not allowed.
- OFFENSIVE ODORS. Any activity that creates offensive odors that spread to other lots is prohibited.
- 8. BUSINESS ACTIVITY. No commercial or industrial business that creates any excessive noise, offensive odors, high traffic or trade shall be conducted upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to, or detracts from the neighborhood or negatively affect value of property. However, this restriction shall not prevent the rental or lease of any residence thereon as a single family dwelling.
- 9. SEVERABILITY. In the event any portion of these covenants is ruled invalid, that portion shall be severed from the remainder, and the balance shall be fully enforceable.
- 10. ENFORCEMENT. Any owner, and any governmental or quasi-governmental agency or body having jurisdiction over the property shall have the right to enforce, by any proceeding in law or in equity, all Covenants, Conditions and Restrictions, now or hereinafter imposed by this declaration. Remedies of any type may be granted by the court, including but not limited to, injunctive relief or damages or both. Additionally, the prevailing party in any action shall be entitled to recover costs and reasonable attorney fees as are determined by the court. Jurisdictions and venue shall be in Stevens County Superior Court. Failure by a person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so hereafter.
- 11. COUNTERPARTS. These Restated Covenants shall be adopted by the execution of a signature page by no less than three of the four lot owners, which signature page shall be notarized and affixed to these covenants as an affirmation thereof.

AFFIRMATION OF RESTATED COVENANTS FOR BRADBURY BEACH DEVELOPMENT

The undersigned, ERLEWINE Trust, owner of Lot A, within the Hwy 25 Development Lots A, B, C, and D, as depicted on survey recorded August 20, 2007, AFN 20070009653, does hereby affirm and adopt and consent to the attached RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR: BRADBURY BEACH DEVELOPMENT, HIGHWAY 2 SOUTH KETTLE FALLS, WA 99141

,
DATED this 15 th day of March 2019
x De A. Erlewise x Aubrey L. Conner Print Name: Print Name: Print Name:
STATE OF <u>OREGON</u>) ss COUNTY OF <u>Lincoln</u>)
This is to certify that on this 15th day of March , 2019, before me a Notary Public in and for the State of Meyon duly commissioned and sworn, personally appeared NICOLE TOSETTE MASSARD , to me known to be the individual(s)
described in and who executed the within instrument, and acknowledged to me that he/she/they signed
the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year in this certificate first above written.
North Joseph Maggard NOTARY PUBLIC In and for the State
OFFICIAL STAMP OF DUGO residing in LINCO/N NICOLE JOSETTE MAGGARD My commission expires DC + 02, 2022 My commission expires DC + 02, 2022

RESTATED DECLARATION OF COVENANTS - 5

COMMISSION NO. 979877
MY COMMISSION EXPIRES OCTOBER 02, 2022

2019 0002319 PAGE 6 OF 7 STEVENS COUNTY, WASHINGTON

AFFIRMATION OF RESTATED COVENANTS FOR BRADBURY BEACH DEVELOPMENT

The undersigned, Christopher S. Livingston Trust, owner of Lot B, within the Hwy 25 Development Lots A, B, C, and D, as depicted on survey recorded August 20, 2007, AFN 20070009653, does hereby affirm and adopt and consent to the attached RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR: BRADBURY BEACH DEVELOPMENT, HIGHWAY 2 SOUTH KETTLE FALLS, WA 99141

DATED this 4th day of January	, 20 <u>19</u>		
MAS Lo			
X Christopher S. Livingston	X		
Print Name:	Print Name:	•	•
	•		
	•		
STATE OF <u>California</u>)		,	
COUNTY OF San Bernardino)			
	,		
This is to certify that on this 4th		, 20 <u>19</u> before n	ne a Notary Public
In and for the State of <u>California</u> duly com Christopher S. Livingston	missioned and swom, p		be the individual(s)
described in and who executed the within.	instrument, and acknow	vledged to me that he	/she/they signed
the same as his/her/their free and voluntar			
WITNESS my hand and official seal th	MOTARY PUBLIC IN	and for the State	Za
otary public or other officer completing this		ding in San BERNA	Rhipo
moste verifies only the identity of the indi- ial who signed the document to which this	My commission expi	ires <u>July 16, 20</u>	0/9

RESTATED DECLARATION OF COVENANTS - 6

accuracy, or validity of that document.

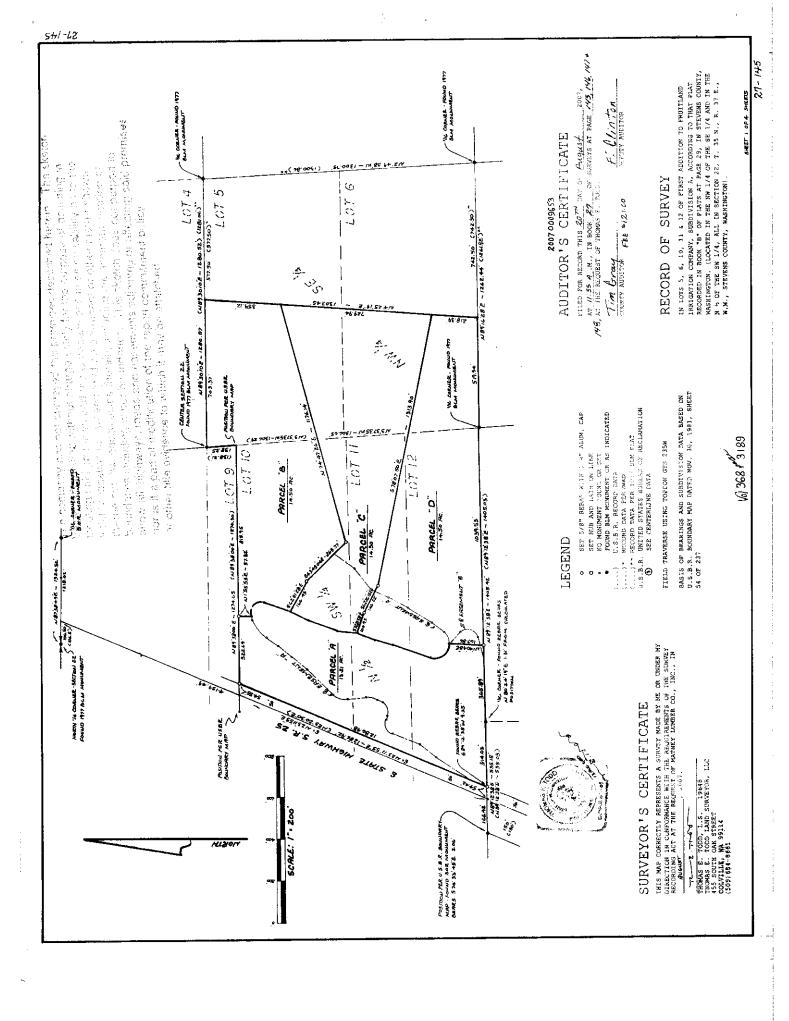
CYNTHIA S. PADILLA
Commission No. 2119745
NOTARY PUBLIC-CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires JULY 16. 2019

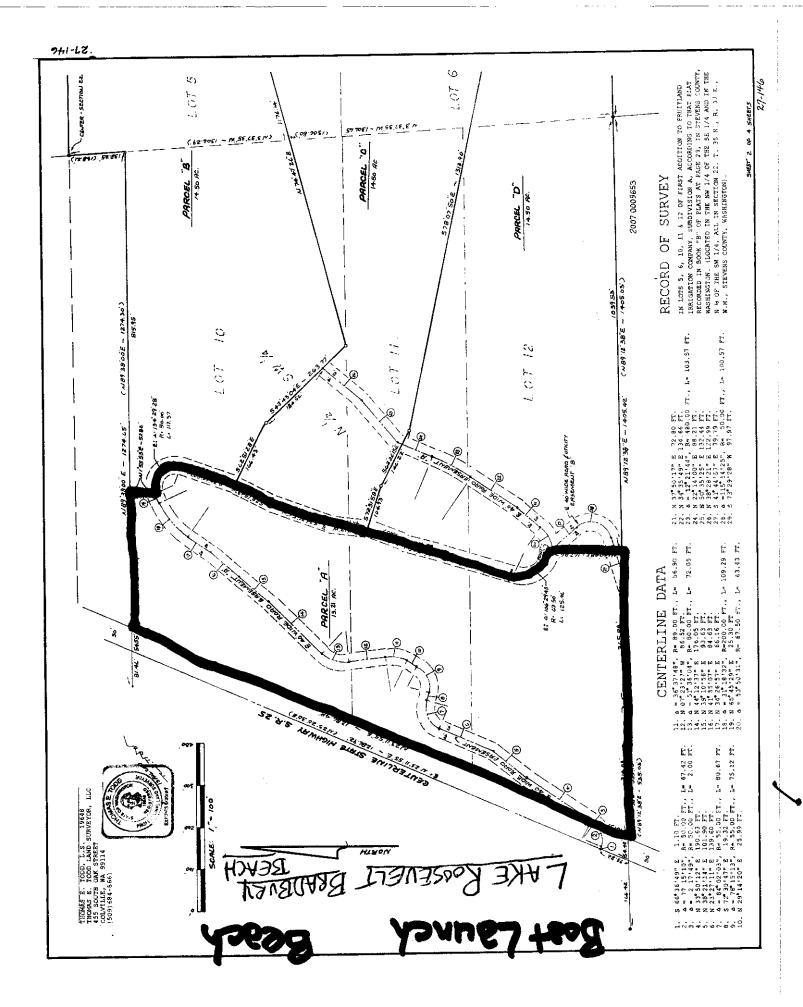
2019 0002319 PAGE 7 OF 7 STEVENS COUNTY, WASHINGTON

AFFIRMATION OF RESTATED COVENANTS FOR BRADBURY BEACH DEVELOPMENT

D, as depicted on survey recorded Augus and consent to the attached RESTATED	wner of Lot C, withing the Hwy 25 Development Lots A, B, C, and at 20, 2007, AFN 20070009653, does hereby affirm and adopt DECLARATION OF COVENANTS, CONDITIONS AND CH DEVELOPMENT, HIGHWAY 2 SOUTH KETTLE FALLS,
x Kirsten Meyers	X 24 M2 Print Name: Spouse
STATE OF WASHINGTON)) ss	
in and for the State of Washington duly of	day of
described in and who executed the within the same as his/her/their free and volunta	instrument, and acknowledged to me that he/she/they signed ary act and deed for the uses and purposes therein mentioned. the day and year in this certificate first above written.
LOGAN A. WORLEY Notary Public State of Washington License Number 176327 My Commission Expires January 20, 2023	NOTARY PUBLIC in and for the State of Washington feelding in Kare LA. My commission expires 170/19

RESTATED DECLARATION OF COVENANTS - 7
bf X:\CLIENTS\LivingstonChris\2018 12 19 Bradbury Beach Development CCRs.docx





W	IΔ	TFR	WELL	REP	ORT
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WATER WELL REPORT DEPARTMENT OF	Notice of Intent No. WE41786	RECE	IVE
WATER WELL REPORT ECOLOGY	Unique Ecology Well ID Tag No. BMH834		
Type of Work: State of Washington		MAY 1 n	200.
Construction	Site Well Name (it more than one well).		4021
☐ Decommission	Water Right Permit/Certificate No	Department	
Proposed Use:	Site Well Name (if more than one well): Water Right Permit/Certificate No Property Owner Name JOSH & JESSICA MED Well Street Address 1894 BEACH VIEW WAY Circ KETTLE FALLS	Gen We	ot Ecolori
	Well Street Address 1894 BEACH VIEW WAY	<u> </u>	Gion OH
Construction Type: Method: ® New well □ Alteration □ Driven □ Jented □ Cable Tool	City KETTLE FALLS County STEV	VENS	
□ Decement □ Other □ Dug □ Air- □ Mud-Rotary	Tax Parcel No. 0380010		
Dimensions: Dunneter of boring 6 m, to 110 ft.	Was a variance approved for this well? Yes	■ No	
Depth of completed well 110 ft.	If yes, what was the variance for?		
Construction Details: Wall	11 yes, while was the variation for		
Casing Liner Diameter From To Thickness Steel PVC Welded Thread	Location (see instructions on page 2)	□ WWM or i	E.WM
□ : 1	NE %-% of the SW %; Section 22 To	wnship 35 Rang	c 37
-	Latitude (Example: 47.12345)		
0 Dimin_ 0 D D C	Longitude (Example: -120.12345)		
Perforations: Yes No Type of perforator used SKILSAW	Driller's Log/Construction or Decor		
No of perforations 60 Size of perforations 3/8 in. by 6 in.	Formation: Describe by color, character, size of material	and structure, and the k	ind and
Perforated from 80 ft to 100 ft below ground surface	nature of the material in each layer penetrated, with at lea	ast one entry for each ch	ange of
Screens: DYes @ No Depth fl	information. Use additional sheets if necessary.		
Manufacturer's Name Model No	Material		<u> </u>
Diameter in. Slot size in from fi to fi	SAND COBBLES NO WATER	0	18
Diameter in Slot stee in from ft. to ft.	BROKEN SHALE W/SAND	18	40
Sund/Filter pack: Yes No Size of pack material in.	SOFT SHALE	40 50	50 80
Materials placed from fi_to fi.	BROKEN SHALE SAND RIVER ROCK W/WATER	80	93
Surface Seal: Yes No To what dopth? 18 ft.	BLACK HARD SHALE	93	97
Material used in scal BENTONITE	HARD BEDROCK	97	100
Ord any strata contain unusable water? E Yes No	BROKEN BEDROCK W/WATER	100	110
Type of water? Depth of strata			
Method ul sealing strata off			
Pump: Manufacturer's Name Type			
H P Pump intake depth: it Designed flow rate: gpm			
Water Levels: Land-surface clevation above mean sea level 1472 ft. Stick-up of top of well casing ft. above ground surface			
Static water level 73 ft. below top of well casing Date 04/16/2021			
Artesian pressure bs. per square inch Date			
Artesian water is controlled by(cap, valve, etc.)			
Well Tests:			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Was a pumping test performed? ■ No □ Yes ⇒ by whom?			
Yieldgpin withfi drawdown afterhrs. Yieldgpin withft drawdown afterhrs.			
Vield gpm with it drawdown after his			
Recovery data (time - zero when pump is turned off - water level measured from well			
top to water level) Time Water Level Time Water Level Time Water Level			
Inne Water Level Time Water Level Time Water Level			
Date of pumping test			
Barley lest upon with ft drawdown after hrs.	A CONTRACTOR OF THE CONTRACTOR		
Air test 1.5/2 gpm with stem set at 105 ft for 1 hrs. Date 04/16/2021	James and the state of the stat		
Artesian flow gpm		04.400004	
Temperature of water "F Was a chemical analysis made? 🖸 Yos 🗷 No	Start Date 04/13/2021 Completed Da	te 04/16/2021	·
WELL CONSTRUCTION CERTIFICATION: I constructed and/or accept re construction standards. Materials used and the information reported above are true	esponsibility for construction of this well, and its compact to my best knowledge and belief	pliance with all Wash	ington well
Theller Tourner T. DE Driet Kinns AHOTIN CEE	Drilling Company FOGLE PUMP & SUPPL	Y, INC.	
■ Driller ☐ Trainee ☐ PE – Print Name AUSTIN GEE			
Signature	Address 2250 NORTH HIGHWAY		
License No. 3335	City, State, Zip COLVILLE, WA 99114		
IF TRAINEE Sponsor's License No.	Contractor's	n. naia	E/2021
Sponsor's Signature	Registration No FOGLEPS095L4	Date 04/1	WZVZI