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STEVENS COUNTY, WASHINGTON
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KKUHLE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BRUCE CREEK DEVELOPMENT

CTC 1727

Portion of Parcel # 2322600, 2322100, 232400

This Declaration of Covenants, conditions and Restrictions and Dedication of Easements made this 21 day of June, 2006, by RANDY J. McLEAN and BRENDA J. McLEAN, husband and wife, the owners of all of the Bruce Creek Development lots described below. The party's intent is to preserve and enhance the values and the amenities of the area.

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

That portion of the Declarants' property lying within the SE ¼ of Section 6 and the NE ¼ of Section 7 all in Township 37 North, Range 39 East, W.M., in Stevens County, Washington, to be commonly known as Parcels 1 through 5, of the survey of Thomas E. Todd which shall be recorded subsequent to these covenants and to be known as or referred to as BRUCE CREEK DEVELOPMENT.

I. MOBILE HOMES AND TRAILERS

No single wide mobile homes or trailer houses shall be placed on any Parcel. A double wide manufactured home or modular home shall be an acceptable residence structure provided, however, that any double wide manufactured home or modular home placed on the property shall not be more than five (5) years old at the time of placement, and said home must be placed upon a permanent foundation, approved by the Stevens County Building Department and shall have wood or other non-metal siding. Once a home is constructed upon the premises in accordance with these Covenants, the limitations of this Paragraph shall not prohibit the storage of a non-occupied travel trailer on the premises, not otherwise in conflict with these Covenants. The use of tents, campers or travel trailers shall be permitted on residential lots for weekend and vacation use and during the two-year construction period.

II. BUSINESS ACTIVITY

No retail commercial or industrial business nor any noxious or offensive trade or illegal activity shall be conducted upon any Parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to, or detract from the neighborhood; provided, however, this restriction shall not prevent the rental or lease of any residence thereon as a single family dwelling. Home-based businesses shall be allowed that do not create customer traffic or otherwise affect or become a nuisance to the other parcels (such as home computer businesses, etc.).

III. GENERAL RESIDENCE RESTRICTION

No building whatsoever, except a private, single family dwelling house with the necessary outbuildings, including a private garage, shall be erected, placed or permitted on each Parcel of the above-described property or any part thereof, and such dwelling house permitted on each Parcel shall be used as a private residence only.

IV. CONSTRUCTION

All buildings placed on the property shall be of new construction, except as otherwise provided at paragraph I herein. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. The exterior of any structure shall be completed within two (2) years of commencement of construction. Each residence shall contain at least twelve hundred (1200) square feet.

V. BUILDING AND LANDSCAPING

Except as otherwise noted herein, only one single-family residence, one guest house (of at least 500 square feet) and outbuildings auxiliary thereto (e.g., garages, barns, shops, pump houses, wood sheds, etc.) may be constructed or permitted to remain on each parcel.

Houses on these parcels shall contain a minimum of twelve (1200) square feet on the main floor exclusive of open decks, garages, covered carports, sheds or other outbuildings.

Buildings on residential parcels shall be well-proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be composition shingle, painted metal or tile. No unpainted metal roofing is permitted on any building including manufactured homes and modular homes within the subdivision.

VI. TRASH

No trash, garbage, ashes, refuse, ruins, or other remains of any kind (including disabled vehicles and/or farm and industrial equipment) 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 and adjacent lot owner's view.

VII. GATES

No gates or other obstructions shall be placed on road easements which would obstruct access by any party to their respective properties, unless agreed upon by affected parties.

VII. ANIMALS

Domestic animals, dogs, cats, fowl, common household pets, cattle, horses and common livestock (e.g., sheep) may be kept, quartered or maintained on any parcel, on a limited, non-commercial basis as long as the limited quantity is appropriate; provided, however, no animal or fowl of any kind shall be kept, quartered or maintained on any parcel if its presence constitutes a nuisance to a neighboring property owners. All livestock and pets must be contained within the boundary of the parcel.

VIII. CREEK

The creek shall not be altered or dammed in any way that would affect the other parcel owners downstream.

IX. SET-BACK RESTRICTIONS

No building shall be located on any parcel nearer than twenty-five (25) feet from the common easement nor nearer than ten (10) feet to any side or rear parcel line or the common easement. No fences of any kind shall be located within any of the easement road right-of-ways.

X. PARTITIONING

No parcel shall be partitioned or otherwise subdivided in less than twenty (20) acre parcels. Any such subdivision shall be governed by this Declaration of Protective covenants and be approved by the Stevens County Land Services Department.

XI. MODIFICATION

The covenants, agreements, conditions, reservations and restrictions created and established herein may be waived, terminated or modified only with the written consent of a majority of the parcel owners affected by these protective covenants until all parcels are sold for the first time by the owner herein. Thereafter, all parcel owners affected must agree.

XII. ENFORCEMENT

It is expressly understood and agreed that the restrictive covenants contained herein shall attach to and run with the land, and it shall be lawful not only for the owners herein, their heirs, successors and assigns, but also for the future owner or owners of any parcel within the plat deriving title from or through the owners herein to institute or prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

XIII. COSTS AND ATTORNEYS FEES

If any party shall be in default under these covenants, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy, or otherwise protect or enforce their rights under these covenants. The defaulting party shall pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, court costs, notice expenses, title search expenses and reasonable attorney's fees. In the event any party hereto institutes any action to enforce the provisions of these covenants, the prevailing party in such action shall be entitled to reimbursement by the losing party for court costs and reasonable attorney's fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand and shall bear interest at the maximum legal rate from the date of demand and to and including the date of collection.

Exhibit A

Parcel 1:

That part of the SE ¼ of Section 6 and that part of the NE ¼ of Section 7, ALL in Township 37 North, Range 39 E.W.M., Stevens County, Washington, described as follows:

Beginning at the Northeast corner of said Section 7, from which the North quarter corner of said Section 7 bears South 87° 33' 41" West, said point also being the Northeast corner of Parcel A, as shown and described on a map recorded in Book 11 of Surveys at page 97; thence, along the North line of said Parcel A, South 80° 15' 24" West 416.30 feet; thence, leaving the North line of said Parcel A, North 1° 57' 58" West 2158.50 feet to the North line of the SE ¼ of Section 6; thence, along said North line, South 89° 50' 58" East 412.75 feet to the East quarter corner of said Section 6; thence, along the East line of the SE ¼ of said Section 6, South 1° 57' 58" East 2086.92 feet to the Point of Beginning.

Parcel 2:

That part of the SE ¼ of Section 6 and that part of the NE ¼ of Section 7, all in Township 37 North, Range 39 E.W.M., Stevens County, Washington, described as follows:

Commencing at the Northeast corner of said Section 7, from which the North quarter corner of said Section 7 bears South 87° 33' 41" West, said point also being the Northeast corner of Parcel A as shown and described on that map recorded in Book 11 of Surveys, at page 97; thence, along the North line of said Parcel A, South 80° 15' 24" West 416.30 feet to the Point of Beginning for this description; thence, continuing along said North line, South 80° 15' 24" West 407.17 feet; thence, leaving the North line of said Parcel A, North 1° 57' 58" West 2145.10 feet to the intersection with the centerline of Dead Medicine County Road No. 315, said point being on a curve concave to the Southeast, having a radius of 598.00 feet, the center of which bears South 27° 59' 49" East; thence, along said curve and centerline, Northeasterly 128.67 feet through a central angle of 12° 19' 40"; thence, continuing along said County Road centerline, North 74° 19' 51" East 129.40 feet to the intersection with the North line of the SE ¼ of said Section 6; thence, along said North line, South 89° 50' 58" East 157.04 feet; thence, leaving said North line, South 1° 57' 58" East 2158.50 feet to the Point of Beginning.

Parcel 3:

That part of the SE ¼ of Section 6 and that part of the NE ¼ of Section 7, all in Township 37 North, Range 39 E.W.M., in Stevens County, Washington, described as follows:

Commencing at the Northeast corner of said Section 7, from which the North quarter corner of Section 7 bears South 87° 33' 41" West, said point also being the Northeast corner of Parcel A, as shown and described on that map recorded in Book 11 of Surveys at pages 97-98; thence, along the North line of said Parcel A, South 80° 15' 24" West 823.47 feet to the Point of Beginning for this description; thence, continuing along said North line, South 80° 15' 24" West 196.80 feet; thence North 40° 10' 21" West 232.56 feet; thence South 58° 47' 30" West 98.66 feet; thence, leaving the North line of said Parcel A, North 1° 57' 58" West 2029.87 feet to the intersection with the centerline of Dead Medicine County Road No. 315; thence, along said County Road centerline, South 87° 41' 13" East 153.18 feet to the beginning of a curve concave to the North, having a radius of 342.50 feet; thence, along said curve and centerline, Easterly and Northeasterly 245.37 feet through a central angle of 41° 02' 50"; thence, continuing along said County Road centerline, North 61° 15' 57" East 34.55 feet to the beginning of a curve concave to the Southeast, having a radius of 598.00 feet; thence, along said curve and centerline, Northeasterly 7.69 feet through a central angle of 0° 44' 14"; thence South 1° 57' 58" East for 2145.10 feet to the Point of Beginning.

Parcel 4:

That part of the SE ¼ of Section 6 and that part of the NE ¼ of Section 7, all in Township 37 North, Range 39 E.W.M., in Stevens County, Washington, described as follows:

Commencing at the Northeast corner of said Section 7, from which the North quarter corner of said Section 7 bears South 87° 33' 41" West, said point also being the Northeast corner of Parcel A, as shown and described on that map recorded in Book 11 of Surveys at page 97; thence, along the North line of said Parcel A, South 80° 15' 24" West 1020.27 feet; thence North 40° 10' 21" West 232.56 feet; thence South 58° 47' 30" West 98.66 feet to the Point of Beginning for this description; thence, continuing along said North line, South 58° 47' 30" West 211.67 feet; thence South 69° 47' 36" West 46.65 feet; thence, leaving the North line of said Parcel A, North 11° 06' 00" West 2208.13 feet to the intersection with the centerline of Dead Medicine County Road No. 315, said point being on a curve concave to the Southeast, having a radius of 240.00 feet, the center of which bears South 32° 42' 16" East; thence, along said curve and centerline, Northeasterly 149.24 feet through a central angle of 35° 47' 42"; thence, continuing along said County Road centerline, South 87° 04' 34" East 174.51 feet to the beginning of a curve concave to the South, having a radius of 1200.00 feet; thence, along said curve and centerline, Easterly 196.65 feet through a central angle of 9° 23' 21"; thence, continuing along said County Road centerline, South 77° 41' 13" East 71.02 feet; thence, leaving said County Road centerline, South 1° 57' 58" East 2029.87 feet to the Point of Beginning.

Parcel 5:

That part of the SE ¼ of Section 6 and that part of the NE ¼ of Section 7, ALL in Township 37 North, Range 39 E.W.M., Stevens County, Washington, described as follows:

Commencing at the Northeast corner of said Section 7, from which the North quarter corner of said Section 7 bears South 87° 33' 41" West, said point also being the Northeast corner of Parcel A, as shown and described on that map recorded in Book 11 of Surveys at page 97; thence, along the North line of said Parcel A, South 80° 15' 24" West 1020.27 feet; thence North 40° 10' 21" West 232.56 feet; thence South 58° 47' 30" West 310.33 feet; thence South 69° 47' 36" West 46.65 feet to the Point of Beginning for this description; thence, continuing along said North line, South 69° 47' 36" West 258.32 feet; thence, leaving the North line of said Parcel A, North 11° 55' 49" West 483.46 feet; thence North 89° 13' 13" West 860.55 feet to the intersection with the centerline of Dead Medicine County Road No. 315; thence, along said County Road centerline, North 39° 11' 39" East 442.33 feet to the beginning of a curve concave to the Northwest, having a radius of 734.00 feet; thence, along said curve and centerline, Northeasterly 194.48 feet through a central angle of 15° 10' 53"; thence, continuing along said County Road centerline, North 24° 00' 46" East 275.31 feet to the beginning of a curve concave to the West, having a radius of 611.50 feet; thence, along said curve and centerline, Northerly 370.84 feet through a central angle of 34° 44' 47"; thence, continuing along said County Road centerline, North 10° 44' 01" West 65.16 feet to the beginning of a curve concave to the East, having a radius of 367.00 feet; thence, along said curve and centerline, Northerly and Northeasterly 248.10 feet through a central angle of 38° 44' 00"; thence, continuing along said County Road centerline, North 27° 59' 59" East 289.02 feet to the beginning of a curve concave to the Southwest, having a radius of 240.00 feet; thence, along said curve and centerline, Northeasterly 122.71 feet, through a central angle of 29° 17' 45"; thence, leaving said County Road centerline, South 11° 06' 00" East 2208.13 feet to the Point of Beginning.