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1 **THE AMENDED AND RESTATED COVENANTS FOR THE BEACH AT CORRAL CREEK**
2 **DOUGLAS COUNTY, WASHINGTON**

3 **Grantors/Grantees** Corral Creek, LLC, a Washington limited liability company
4 **Legal Description (abbreviated):** Lots 1 – 28, Plat of the Beach at Corral Creek, Douglas
5 County, Washington.

6 **Assessor's Tax Parcel ID#:** 458-000-001-00, 458-000-002-00, 458-000-003-00,
7 458-000-004-00, 458-000-005-00, 458-000-006-00, 458-000-007-00, 458-000-008-00,
8 458-000-009-00, 458-000-010-00, 458-000-011-00, 458-000-012-00, 458-000-013-00,
9 458-000-014-00, 458-000-015-00, 458-000-016-00, 458-000-017-00, 458-000-018-00,
10 458-000-019-00, 458-000-020-00, 458-000-021-00, 458-000-022-00, 458-000-023-00,
11 458-000-024-00, 458-000-025-00, 458-000-026-00, 458-000-027-00, 458-000-028-01 and
12 458-000-028-02

13 **Reference Number of Covenants Amended:** 3148349, 3093154, 3119700, 3121922 and
14 3159788

15 **Parties and Description of Property**

16 1.1 **Parties.** Corral Creek, LLC, a Washington limited liability company
17 ("Developer").

18 1.2 **Property.** That property commonly known as The Beach at Corral Creek
19 situated in the County of Douglas, state of Washington, legally described as follows:

20 Lots 1 through 28, Plat of the Beach at Corral Creek, Douglas
County, Washington, according to the Plat thereof recorded
December 21, 2010, under Auditor's File No. 3148492.

Prior Documents

2.1 **Protective Covenants.** The property is also subject to the Amended and
Restated Protective Covenants, Douglas County, Washington, dated December 20, 2005, and

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THE BEACH AT CORRAL CREEK

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1 recorded December 23, 2005, under Douglas County Auditor's No. 3093154, as amended by the
2 First Amendment to Amended and Restated Protective Covenants, dated January 9, 2008, and
3 recorded January 15, 2008, under Douglas County Auditor's No. 3119700 (same covenants also
4 recorded a second time March 27, 2008, under Douglas County Auditor's No. 3121922), and
5 amended by the Second Amendment to Amended and Restated Protective Covenants, dated
6 April 30, 2012, and recorded May 9, 2012 under Douglas County Auditor's No. 3159788 (the
7 "Amended and Restated Protective Covenants") and The Beach at Corral Creek Protective
8 Covenants, dated December 13, 2010, recorded under Douglas County Auditor's No. 3148349, all of
9 which are incorporated herein.

10 2.2 The Second Amendment to Amended and Restated Protective Covenants
11 referenced above specifically allows the owners of The Beach at Corral Creek to amend or waive the
12 Amended and Restated Protective Covenants as to the Corral Creek properties. The Beach at
13 Corral Creek Protective Covenants referenced above did so. This document, The Amended and
14 Restated Covenants for the Beach at Corral Creek again amends the Amended and Restated
15 Protective Covenants as to the Corral Creek properties only and supersedes The Beach at Corral
16 Creek Protective Covenants in total.

17 Preamble

18 3.1 The purpose of this Amendment is to address certain aspects of the plat of
19 The Beach at Corral Creek ("The Beach") that may not be encompassed by the Amended and
20 Restated Protective Covenants and/or to provide additional assurances or protections to The Beach
21 beyond those set forth in the Amended and Restated Protective Covenants. For example, The
22 Beach Owners have an obligation to maintain a bridge, rock fall area, a common area and a few
23 other miscellaneous items that are not the responsibility of Beebe Ranch Owners. In addition, The
24 Beach will set up a Design Committee (hereinafter referred to as the "Committee" or "Design
25 Committee") to administer architectural guidelines that are intended to establish a higher standard of
26 construction than the current guidelines of Beebe Ranch. The Committee shall have the right to

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1 adopt design guidelines applicable to The Beach. If formal guidelines are not adopted the Owners
2 are strongly encouraged to develop home designs which blend harmoniously with designs such as
3 Craftsman, French and Italian Luxury, Mediterranean, Mountain, Spanish and Tudor. The
4 Committee will use these designs to evaluate proposals within The Beach.

5 Corral Creek, LLC, shall act as the Committee until its resignation. Thereafter, the
6 Owners within The Beach shall elect the Committee consisting of three persons. Issues regarding
7 voting, election, etc., shall be consistent with those already established within the Amended and
8 Restated Protective Covenants.

9 Before applying for a building permit, whether for new construction or remodel,
10 each Lot Owner shall submit a set of plans for Committee approval. Prior to commencing
11 construction, each Lot Owner must supply the Committee with a set of plans approved by
12 Douglas County. All remodels must be done in the same manner.

13 **Covenants**

14 The following Covenants shall apply to The Beach at Corral Creek plat.

15 4.1 Construction and Alteration of Improvements; Change in Topography;
16 Approval of Plans; Design Committee.

17 The right of an Owner of a Lot to construct, reconstruct, refinish or alter any
18 improvement on his Lot, or to install any utility line (wire or conduit) thereon, or grade, grub, fill,
19 excavate, landscape, plant or do any act which would affect the drainage thereof, shall be subject to
20 all of the following:

21 (a) Any act mentioned in the previous paragraph is absolutely
22 prohibited unless and until the Owner of such Lot first obtains the approval thereof from the
23 Design Committee, and otherwise complies with the following provisions of this Section.
24 The Association shall have the right to remove any improvement constructed, reconstructed,
25 refinished, altered or maintained in violation hereof and the Owner shall reimburse the
26 Association for all expenses incurred in connection therewith, including all attorneys' fees.

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(b) Any Owner proposing to do any of the acts mentioned above, shall apply to the Design Committee for approval as follows:

(1) The Owner shall submit to the Design Committee for approval such plans and specifications for the proposed work as the Design Committee shall request, including, but not limited to, the following:

- (i) A plot plan of the Lot showing (a) building space, (b) contour lines, (c) the location of all existing and/or proposed improvements, (d) the proposed drainage plan, (e) the location of all trees and vegetation which the Owner proposes for landscaping, (f) the location of all proposed utility installations, and (g) the design and location of the sewage facilities to serve said Lot;
- (ii) Floor plans;
- (iii) Drawings showing all elevations of structures;
- (iv) Description of exterior material and color, with samples;
- (v) Proposals for landscaping;
- (vi) Description of provisions for planting trees and vegetation, for stabilizing slopes during and after construction, and for controlling dust during construction;
- (vii) The Owner's proposed construction schedule.

The Design Committee may require that any such submission shall be accompanied by a reasonable inspection fee in an amount not to exceed \$100.

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(2) If at anytime the Design Committee shall determine that it would be in the best interests of The Beach for such Owner to employ an architect to design any improvement involved in the proposed work, the Design Committee shall inform such Owner in writing of its determination, whereupon all plans and specifications designated by the Design Committee to be so prepared must be prepared by such an architect.

(3) The Design Committee shall approve the plans, drawings and specifications of any structure submitted to it only if the following conditions have been satisfied:

(i) The Design Committee finds that the plans and specifications of the proposed structure conform to The Beach at Corral Creek Protective Covenants, The Amended and Restated Covenants and it's amendments.;

(ii) The Design Committee finds that the proposed structure is aesthetically compatible with the physical site, the adjoining properties, the environment and the long range development plans of and for The Beach.

(iii) The Design Committee finds that all setback requirements, Design Committee and any Association Rules and government requirements have been complied with.

1 (c) Upon receipt of the approval from the Design Committee, the
2 Owner shall, as soon as practical, proceed with the commencement and completion of the
3 work contemplated by the application, pursuant to the approved plans and specifications in
4 any event, the Owner shall complete the construction of the structure within one (1) year
5 after commencing construction thereof, and all landscaping within six (6) months thereafter,
6 or such longer periods as the Design Committee may approve in writing.

7 (d) Upon the completion of any work for which approval of the Design
8 Committee is required under this Section the Owner shall give notice thereof to the Design
9 Committee, and within thirty (30) days thereafter the Design Committee, or its duly
10 authorized representative, may inspect such work to determine whether it was done in
11 substantial compliance with the approved application. If the Design Committee finds that
12 such work was not done in substantial compliance with an approved application, it shall
13 notify the Owner in writing of such noncompliance within such thirty (30) day period and shall
14 require the Owner to remedy such noncompliance. If upon the expiration of thirty (30) days
15 from the date of the mailing of such notification the Owner shall have failed to remedy such
16 noncompliance, the Design Committee shall notify the Association of such failure, and the
17 Association, at its option, shall have the right to remedy the noncompliance or remove the
18 nonconforming improvement, and the Owner shall reimburse the Association for all
19 expenses incurred in connection therewith, including all attorneys' fees. If the Design
20 Committee shall fail to notify the Owner of any noncompliance within thirty (30) days after
21 receipt of said notice of completion thereof from the Owner, the work shall be deemed to be
22 in accordance with said approved application.

23 (e) Occupancy. No structure shall be occupied until the same has
24 been completed in accordance with its approved plans and specifications.

25 4.2 General Restrictions Applicable to Construction and Alteration of
26 Improvements.

1 (a) One Dwelling Unit. A Lot shall be used only for single family
2 residential purposes and not more than one dwelling unit shall be constructed on any such
3 Lot, except that a guest house meeting all requirements of all applicable laws in effect from
4 time to time, may, with the prior written approval of the Design Committee, be constructed
5 on a Lot;

6 (b) Dwelling Size. The minimum size for the main level of a residence
7 shall be 1,800 sq. ft. excluding garages, balconies, covered patios and the like.

8 (c) Height Restrictions. No structure or improvement having a height
9 of more than two stories shall be constructed on such Lot; provided, however, that the height
10 of a structure or improvement may exceed two stories if permissible by law and if the Design
11 Committee determines that the proposed height is compatible with the physical site involved
12 and adjoining properties.

13 (d) Governmental Height Restrictions. Owners need to be aware that
14 governmental regulations currently impose a height restriction within 200 feet of the
15 shoreline.

16 (e) Garages. Each such Lot shall have off-street attached garage
17 facilities for at least two automobiles, and all garages shall be fully enclosed by a garage
18 door which shall be kept closed at all times except when in use.

19 (f) Lighting. Each such Lot, when improved, shall be equipped with
20 one or more front lawn or other exterior light or lights, which must be operated by a
21 photoelectric cell and maintained in operating condition. Said lighting must be of low
22 intensity and not result in glare to neighboring properties, streets or common areas. All
23 exterior lighting fixtures shall have a shielded source so the light source is not visible from
24 neighbor's properties or the streets.

25 (g) Debris and Trash Removal. Trash and debris shall be removed
26 from each construction site frequently and not be permitted to accumulate. Lightweight

1 material, packaging, and other items shall be covered or weighted down to prevent their
2 being blown off the construction site. It is the builders' responsibility to retrieve debris blown
3 from the construction site. Builders are prohibited from dumping, burying, or burning trash
4 anywhere in The Beach subdivision except as expressly permitted in writing by the
5 Committee. During the construction period, each construction site shall be kept neat and
6 clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting
7 other Lots or any open space. Unsightly dirt, mud, or debris resulting from activity on each
8 construction site shall be promptly removed and the general area cleaned up.

9 (h) Land Clearing. Land clearing shall be minimized to the extent
10 practicable both in aerial extent and in time to limit the potential for fugitive dust and silt
11 laden runoff from disturbed ground. All disturbed soils should be seeded to propagate a
12 vibrant vegetative cover as soon as practicable after shaping. It should be noted that all
13 parcels in the plat are covered by a Construction Stormwater Permit as issued by the
14 Department of Ecology and it shall be the responsibility of the Homeowner to ensure that all
15 permit requirements are maintained. No land clearing shall occur within wetlands, wetland
16 buffers, talus habitat, or talus habitat buffers unless a management and mitigation plan
17 consistent with the requirements of Title 19, DCC, as amended is approved by Douglas
18 County Land Services.

19 (i) Sanitary Facilities. Each builder shall be responsible for providing
20 adequate sanitary facilities for his construction workers. Portable toilets or similar temporary
21 toilet facilities shall be located only within the building site or in areas approved by the
22 Committee.

23 (j) Restoration or Repair of Other Property Damage. Damage and
24 scarring to other property resulting from construction operations, including, but not limited to,
25 open space, other Lots, roads, driveways, and/or other improvements will not be permitted.
26

1 If any such damage occurs, it must be repaired and/or restored, promptly, at the expense of
2 the builder or Lot Owner causing the damage.

3 (k) Dust and Noise. The builder shall be responsible for controlling
4 dust and noise, including without limitation, music, from the construction site.

5 (l) Daily Hours. Daily working hours for each construction site shall
6 comply with the noise ordinance requirements of Douglas County.

7 4.3 General Covenants.

8 (a) Parking. At the time a structure is built on a Lot, adequate off
9 street parking for at least two cars shall be provided in addition to a minimum of enclosed two
10 car garage. All parking bays shall be paved with asphalt, concrete or other substitute
11 approved by the committee. No on street parking will be permitted for residents parking.
12 View of on site parking areas from adjacent Lots or streets must be diffused by landscaping.

13 (b) Repair. All buildings, fences and screens shall be kept in good
14 repair and attractive condition.

15 (c) Firearms. The use of firearms or explosives including fireworks is
16 prohibited except as required during construction work duly authorized by the committee.

17 (d) Temporary Dwellings. No mobile home, basement, tent or other
18 semi-permanent or permanent out building shall be used on any Lot at any time, either
19 temporarily or permanently as a residence except during actual construction of a permanent
20 home when such use shall be limited to 6 months. One recreational vehicle is allowed per lot
21 but not to exceed two weeks at a time.

22 (e) Fires. There shall be no exterior fires except for barbecues, fires
23 contained in Committee approved fire ring, or small fires for legally burning small woody
24 construction debris during the construction phase. All approved fire rings shall be located as
25 far away from neighbor's houses as possible.
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(f) Clotheslines. Outside clotheslines or other outside clothes drying or airing facilities shall be maintained in such a manner in such location as not to be visible from neighboring Lots and roads.

(g) Destroyed Improvements. No improvement which has been partially or totally destroyed shall be allowed to remain on any Lot in such state for more than sixty days from date of such destruction.

(h) Home Occupations. No gainful occupation, profession or trade shall be maintained on any Lot or in any structure that involves clientele coming to the property, except for sales agencies selling these Lots.

(i) Outside Toilets. No outside toilet shall be constructed or maintained on any Lot except when necessary during periods of construction.

(j) Antennas and Dishes. Anything larger than a standard home satellite dish must be approved by the committee.

(k) Screens and Storage Areas. All above ground storage areas must be approved by the committee and must be constructed with materials and colors that match the exterior of the house. Screened areas shall be softened by landscaping.

(l) Kennels. Pet's kennels must be screened so as to not be visible from neighbor's properties and the street.

(m) Landscaping. No tree shall exceed a height of 5 ft. below the highest peak of the house.

(n) Landscaped Utility Easements. Landscaping that must be disturbed or removed to facilitate inspection, repair or replacement of utility structures and related structures must be replaced as desired at land Owner's expense. If Owner does not re-landscape, the Committee may, after 30 days notice, hydro seed the area with native grasses at Owner's expense.

1 4.4 Bridge, Culverts and Gate. It shall be the mutual responsibility of the
2 Owners of Lots 1-28 of The Beach at Corral Creek, respectively, to share equally in the cost of
3 maintenance, inspection and repair of The Beach bridge, culverts and gate (if and when constructed
4 by Developer), all of which are private structures. The structures shall be inspected at regular
5 intervals as specified in the most recent edition of the Washington State Department of
6 Transportation (WASDOT) State Bridge Inspection Manual (M36-64), or its successor.

7 4.5 Rock Fall and Flood Training Berm. It shall be the mutual responsibility of
8 the Owners of Lots 1-28 of The Beach, respectively, to share equally in the cost of maintenance,
9 inspection and repair to the rock fall mitigation system and the flood training berms. Maintenance
10 and repair of the rock fall mitigation system shall consist of yearly inspections to ensure gabion
11 baskets are structurally sound. In the event the baskets have been damaged, baskets shall be
12 reconstructed to any new standards. Any rocks collected behind the baskets shall be removed to
13 restore basket height. Maintenance and repair of berms shall be completed in accordance with the
14 Table listed under Storm Drainage Maintenance Agreement.

15 4.6 Cultural Resources. Cultural Resource Consultants (f/k/a Western Shore
16 Heritage Services) has completed a cultural resources assessment (April 7, 2004) for Lots 1 through
17 7 of The Beach. These Lots have been identified as having cultural resources and are subject to the
18 following conditions and restrictions.

- 19 • Prior to any ground disturbance within the cultural resources
20 area, Washington Department of Archaeology and Historic
21 Preservation (DAHP) and the Tribes must be consulted and a
22 permit for work in the area issued by DAHP.
- 23 • In the event that ground disturbing activities or other
24 construction activities resulting in the inadvertent discovery of
25 archaeological resources, work shall be halted in the
26 immediate area and contact made with Douglas County,
DAHP, Colville Tribes and Yakama Nation. Work shall be
halted until such time as further investigation and appropriate
consultation is concluded. In the unlikely event of the
inadvertent discovery of human remains, work shall be
immediately halted in the discovery area, the remains covered
and secured against further disturbance and communication

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established with county administration and law enforcement,
DAHP and authorized tribal representatives.

4.7 Storm Drainage. The Owners of Lots 1-28 of The Beach at Corral Creek are responsible for the long-term maintenance of the storm water drainage system. Douglas County will not maintain the storm water drainage facilities. Maintenance and repair of said facilities shall be completed in accordance with the Tables attached as Appendix A.

4.8 Stormwater Permit. The Beach development is subject to a Stormwater Permit. After the Developer completes all improvements required as conditions of the plat approval, any Owners who have not yet completed construction of their homes agree to accept an assignment of that Permit insofar as it relates to construction within an Owner's Lot.

4.9 Docks.

(a) The Beach plat approval includes the right to have joint use docks. The plat map details the locations of those docks and the various Lots that are required to share dock use. In most situations, the various docks will be shared by multiple Lots. For all docks shared by multiple Lots, any Lot Owner who is prepared to go forward with the permitting and construction of the dock shall have the right to commence that process and the Owners of any other Lots that are to share that dock shall have the right to participate in all decisions related to the permitting and construction. Those Lot Owners shall also have an obligation to pay a pro rata share toward the permitting and construction costs, which shall be due at the time such costs are incurred, or such later time as may be agreed between the Owners of the Lots obligated to pay such costs. Lots owned by the Developer during the permitting and construction process shall not be required to participate in the cost until the Lot is sold by the Developer, although the Developer shall have the right to participate in the decisions related to permitting and construction. At the time the Lot is sold by the Developer, the new Lot Owner will have an obligation to pay its pro rata share of the dock costs at closing. If necessary, the other Lot Owners have the right to lien the yet to participate Lot in order to ensure payment at closing. For example, if four Lots are required to share a joint use dock

1 and at the time of permitting and construction one of those four Lots is still owned by the Developer,
2 then the remaining three Lots shall each participate in the cost on a one-third basis. At the time of
3 the sale of the fourth Lot by the Developer that Lot will be required to pay its twenty-five percent
4 (25%) share of the dock permitting and construction costs, which amount shall be disbursed one-
5 third each to the three Owners that have already paid their pro rata share. There shall be no interest
6 charged.

7 (b) The cost of permitting, construction, mitigation, maintenance and
8 repair of each dock and boat ramp shall be paid pro rata among each individual Lot Owner
9 entitled to the use of such dock and boat ramp, PROVIDED no such Lot Owner shall have
10 responsibility for any other dock and ramp at The Beach. Upon a failure of a Lot Owner to pay
11 their share of the above costs, the other affected Owners or the Committee may file a lien on a
12 non contributing Owner's Lot for the amounts owed.

13 4.10 Buffer Markers. Buffer markers have been placed or may be hereafter
14 placed to note Wetlands, Wetland Buffers, Talus Habitat or Talus Habitat Buffers. These buffer
15 markers and any other signs or makers shall not be removed or relocated except as may be
16 approved by the Douglas County Land Services Director.

17 4.11 Lot 28 and Common Area. An easement is granted over Lot 13, benefiting
18 Lots 1-28, to access the Common Area as depicted on The Beach plat. The Owners of Lots 1-28 of
19 The Beach shall maintain the access to and any landscaping or improvements located within the
20 Common Area depicted on the plat. The Developer retains the option to construct a boat launch
21 facility and parking within that Common Area. If such improvements are constructed their future
22 maintenance shall be the responsibility of the Owners of Lots 1-27 of The Beach. The Common
23 Area is located within the Lot 28 reserve Lot. The Common Area shall remain as an area benefiting
24 The Beach regardless of any future changes to the reserve Lot 28. If Lot 28 is developed, the
25 Owner(s) of Lot 28 and all additional Residential Lots and Residential Units constructed thereon,
26 and their invited guests, shall enjoy all the same rights to the Common Area, including but not

1 limited to the common area swimming area, paths, facilities, docks and boat ramp as the other
2 Owners of the Lots. No motorized vessels and vehicles may use the boat launch between the
3 hours of 10 P.M. and 8 A.M.

4 The Developer retains the option to either, keep Lot 28 and potentially develop it
5 further, or may convey the Lot to the Owners of Lots 1-27. Lots 1-27 Owners shall not resist further
6 development of Lot 28. If conveyed to the Owners of Lots 1-27 those Owners shall maintain the Lot
7 28 reserve Lot status. If the Developer retains and further develops Lot 28 then it shall also have the
8 right to construct a dock or marina for the benefit of new Owners within Lot 28 as detailed in these
9 Covenants. The Owners of Lots 1-27 shall not resist the permitting of a dock or marina for Lot 28.

10 4.12 Vegetation Removal. No native vegetation removal may occur within the
11 wetland, wetland buffer, talus habitat or talus habitat buffers, as described on the Plats (the
12 "Buffers") unless a management and mitigation plan consistent with the requirements of
13 Chapter 19, Environment, D.C.C., as amended, is approved by Douglas County Land Services..

14 4.13 Enforcement. The Design Committee shall have the authority to enforce
15 these covenants as well as the Amended and Restated Protective Covenants pursuant to both the
16 provisions found in this paragraph or the Amended and Restated Protective Covenants.

17 In addition to the provisions for enforcement found in the Amended and
18 Restated Protective Covenants, the Committee shall have the right to enforce all provisions by
19 providing written notice that a property Owner has 60 days (unless a shorter time is expressly set
20 forth herein) to remedy a condition or violation identified by the Committee. After the 60 day notice
21 period (or such shorter time as provided herein), if the violation or condition is not remedied to the
22 Committee's sole satisfaction, the Committee shall be free without notice to select an individual they
23 deem in their sole discretion to be qualified to remedy the condition or violation, including, but not
24 limited to (i) completing approved construction left in an uncompleted condition beyond the approved
25 completion period, (ii) repairing or completing approved landscaping left undone beyond the
26 approved period, (iii) removing prohibited items as, but not limited to, prefab storage sheds, trailers,

1 vehicles, piles of materials, personal equipment, and haul to a commercial storage Lot or dump, or
2 otherwise dispose of such materials, and (iv) restoration of disturbed landscaping areas including
3 hydro-seeding. The Committee shall have no liability whatsoever for any damages of any nature to
4 these items occasioned by this action. All resulting fees and costs, including but not limited to
5 attorney's fees, labor, hauling, materials, and subsequent storage fees shall be billed to and payable
6 by the offending Lot Owner, and may be enforced as a lien against the offending Lot by the
7 Committee. In the event of such a lien against the offending Lot, the Committee may record a
8 specific notice of the lien against the offending Lot or Lots, including a Residential Unit,
9 Residential Lot or other Parcel, with the Douglas County Auditor. The notice will be signed by a
10 member of the Committee or a managing agent of the Committee and may state the amounts
11 payable, a description of the property affected, and the name of the record Owner of the property
12 affected. The lien will include all interest, continuing interest, costs of collection and reasonable
13 attorneys' fees, and the amount due will be the personal obligation of the Owner of the Lot or
14 other property affected at the time the amounts became due. When there is more than one
15 Owner of the affected Lot or other property, each will be jointly and severally liable for all
16 amounts. The lien may be foreclosed in any manner permitted by law for foreclosure of liens
17 against real property. The grantee of any Lot, Residential Lot, Residential Unit or other Parcel
18 (i.e. purchaser or other transferee) will be jointly and severally liable with the grantor for all
19 amounts due the Committee prior to such transfer or sale, without prejudice of the rights of the
20 grantee to recover from grantor any amounts paid by the grantee. PROVIDED, if grantee, prior to
21 closing the purchase or completing that transfer, makes written inquiry of the Committee as to
22 unpaid amounts due, grantee is entitled to rely on a written response and will not be responsible
23 for unpaid Assessments not disclosed in the written response. The Committee may charge a
24 reasonable fee for preparing the written response.

25 Wetland buffer markers have been place at the landward edge of the Wetland
26 Buffer identifying the area as a "Riparian Protection Area". These buffer markers and any other

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1 signs or markers indicating the boundaries of Wetland Buffer zones shall not be removed or
2 relocated except as may be approved by the Douglas County Land Services Director.

3 The Committee shall ensure that the quality of construction within The Beach shall
4 be equal to or greater than the quality existing within Beebe Ranch.

5 **Interpretation of Covenants.**

6 5.1 Interpretation of Covenants. In the event of conflict between these
7 Covenants and the Amended and Restated Protective Covenants, the terms of the Amended and
8 Restated Protective Covenants shall apply, unless the Amended and Restated Covenants have
9 been amended to allow the provisions hereof to apply, in which event the provisions in these
10 Covenants shall apply.

11 **No Other Changes**

12 6.1 No Other Changes. Except as otherwise amended herein as to The
13 Beach, the parties hereby ratify the terms and conditions of the Amended and Restated Protective
14 Covenants.

15 DATED this 8th day of March, 2013.

17 CORRAL CREEK, LLC
18 A Washington Limited Liability Company

19 By Gary L. Piro
20 Printed Name _____, Manager
21 Gary L. Piro

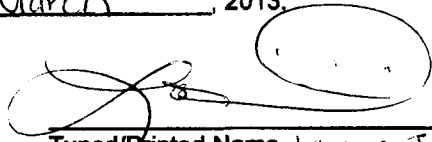
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STATE OF WASHINGTON)
) ss.
COUNTY OF Wahkan)

I certify that I know or have satisfactory evidence that Gary L. Piro is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of CORRAL CREEK, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 8th day of March, 2013.

LEANNE J DUPUIS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 01, 2015



Typed/Printed Name Leanne J. Dupuis
NOTARY PUBLIC
In and for the State of Washington
My appointment expires Nov. 1, 2015

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APPENDIX A

Maintenance Requirements for Drainage Systems

<i>Maintenance Component</i>	<i>Defect</i>	<i>Conditions When Maintenance is Needed</i>	<i>Results Expected When Maintenance is Performed</i>
General	Trash & Debris	Any trash and debris which exceed 5 cubic feet per 1,000 square feet (this is about equal to the amount of trash it would take to fill up one standard size garbage can). In general, there should be no visual evidence of dumping. If less than threshold all trash and debris will be removed as part of next scheduled maintenance.	Trash and debris cleared from site.
	Poisonous Vegetation and noxious weeds	Any poisonous or nuisance vegetation which may constitute a hazard to maintenance personnel or the public. Any evidence of noxious weeds as defined by State or local regulations. (Apply requirements of adopted Integrated Pest Management (IPM) policies for the use of herbicides).	No danger of poisonous vegetation where maintenance personnel or the public might normally be. (Coordinate with local health department) Complete eradication of noxious weeds may not be possible. Compliance with State or local eradication policies required
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants (Coordinate removal cleanup with local water quality response agency).	No contaminants or pollutants present.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. (Coordinate with local health department and Ecology Dam Safety Office if pone exceeds 10 acre feet)
	Beaver Dams	Dam results in change or function of the facility.	Facility is returned to design function. (Coordinate trapping of beavers and removal of dams with appropriate permitting agencies)
	Insects	When insects such as wasps and hornets interfere with maintenance activities.	Insects destroyed or removed from site. Apply insecticides in compliance with adopted IPM policies.

1		Tree Growth and Hazard Trees	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal, vactoring, or equipment movements). If trees are not interfering with access or maintenance, do not remove	Trees do not hinder maintenance activities. Harvested trees should be recycled into mulch or other beneficial uses (e.g., alders for firewood). Remove hazard trees
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5			If dead, diseased, or dying trees are identified	
6			(Use a certified Arborist to determine health of tree or removal requirements)	
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8	Side Slopes of Drainage Ways	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion. Any erosion observed on a compacted embankment.	Slopes should be stabilized using appropriate erosion control measure(s); e.g., rock reinforcement, planting of grass, compaction. If erosion is occurring on compacted berms a licensed civil engineer should be consulted to resolve source of erosion.
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13	Berms (Dikes)	Settlements	Any part of berm which has settled 4 inches lower than the design elevation. If settlement is apparent measure berm to determine amount of settlement. Settling can be an indication of more severe problems with the berm or outlet works. A licensed civil engineer should be consulted to determine the source of the settlement.	Dike is built back to the design elevation.
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19	Culverts	Sedimentation Plugged	Pipe has sediment buildup that exceeds ¼ of pipe diameter Pipe is unable to convey water	All sediment removed and pipe is clean Pipe is clean and flows restored
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