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The John's Real Estate Corporation  
130 Riverview Drive  
East Wenatchee, WA 98802

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

**Grantors:** John J. Corning and Mary Ann Corning, husband and wife  
**Grantees:** John J. Corning and Mary Ann Corning, husband and wife  
**Reference Number(s) of Documents Assigned or Released:**  
**Abbreviated Legal Description:** North Half of Sec. 9, T24N, Range 21 EWM., Douglas County, WA  
**Complete or Additional Legal Description on Page 1 of Document**  
**Assessor's Parcel Account Number(s):** 242 109 000 00

**THIS DECLARATION**, made this 16<sup>th</sup> day of April 2015, by John J. Corning and Mary Ann Corning, husband and wife, hereinafter referred to as ("Corning").

**WHEREAS**, Corning is the owner of certain real property located in the County of Douglas, State of Washington, described as:

The North Half of Section 9, Township 24 North, Range 21 East of the Willamette Meridian, Douglas County, Washington.

Corning will convey the said property, subject to the following covenants and restrictions.

**NOW, THEREFORE**, Corning hereby declares that all of the property described above will be held, sold and conveyed subject to the following covenants and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants and restrictions will run with the land for a period of fifty (50) years from the date of recording and will be binding upon all parties having or acquiring any right, title or interest in and to the above described property or any part thereof, and the same will

inure to the benefit of each owner thereof, PROVIDED, that at the end of the said fifty (50) years, the said covenants will be automatically extended for successive periods of twenty (20) years. Amendment hereto during the first fifty years may be accomplished by an instrument signed by not less than sixty-seven percent (67%) of the property owners and thereafter by an instrument signed by not less than sixty-seven percent (67%) of the property owners. Any amendment must be properly recorded.

### I. DEFINITIONS

**1.1 Properties.** The terms "properties" will mean and refer to that certain real property heretofore described, and any additions thereto.

**1.2 Parcel.** The term "parcel" will mean and refer to any individual division of the above described property and any additions thereto.

**1.3 Property Owner.** The term "property owner" as used herein will mean any person who agrees in writing to be bound by the terms of the covenants and restrictions, the successors and assigns of any such person, and any person who hereafter acquires a fractional portion of real property owned by any such person. In the event real property subject hereto is being purchased pursuant to a real estate contract, the contract vendee, not the contract vendor, will be deemed the "property owner" of such real property.

### II. COVENANTS AND RESTRICTIONS

**2.1 Nuisances.** No noxious or offensive activity will be carried on upon any of the said properties, nor will anything be done thereon which may become an annoyance or nuisance to the other property owners. The following items will not be considered a nuisance so long as property owner conducts the activity on their own land: Operation of ATV's, RV's, quads, motorcycles, snowmobiles and other off road vehicles; hunting and shooting. Property owner will use care

and caution when transporting above vehicles across and over community roads to gain access to their own property.

**2.2 Refuse.** No trash, garbage, refuse or other solid waste of any kind, including inoperative vehicles, appliances or furniture, will be kept on any parcel. No parcel will be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage and similar waste must be kept in sanitary containers out of view of other property owners. All equipment, utility trailers and wood piles will be concealed from the view of other property owners.

**2.3 Single Family Dwelling.** Only one single family dwelling, garage and barn will be permitted on each parcel. Parcels of adequate size may have a second building for a guest house.

**2.4 Structures permitted.** Log homes are permitted. Double wide, or larger, mobile or modular constructed homes are permitted, so long as the year of the mobile or modular is not older than five (5) years old at the time installed. Temporary camper trailer, travel trailers and motor home (collectively temporary vehicles) are allowed during construction and if no permanent residential structure exists on the premises may be occupied for a period not to exceed six months in any year. Said temporary vehicles may be stored on the premises thereafter. No such vehicles will be allowed on the property at any time, unless hidden from view, if such vehicles are in a run down or unsightly condition.

**2.5 Term of Completion.** Structures and landscaping will be completed within one (1) year of beginning of construction, unless events occur that are beyond the property owner's control.

**2.6 Business or Commercial Activity.** No business or commercial activity of any kind may be carried on in or from any parcel which will create any substantial dust, noise or noxious smell or may be in violation of any law, ordinance or regulation.

**2.7 Construction Equipment.** No construction equipment, trucks or stationary trailers larger than one (1) ton, will be permitted on any parcel or parked on any street, except for the purpose of construction within the parcel or incidental to allowed agricultural activities on the property.

**2.8 Maintenance of Properties.** All property and improvements on any parcel will be kept and maintained by the property owner thereof, in a clean, safe and attractive condition.

**2.9 No Hazardous Activities.** No activities will be conducted on any parcel and no improvements constructed on any parcel which are or might be unsafe or hazardous to any person or property.

**2.10 Enforcement.** In the event that any of the covenants and restrictions herein set forth are violated, Corning and/or property owners may:

- a. Give the offending property owner notice to correct the violation, fixing reasonable time limits
- b. Seek the aid of the Superior Court of Douglas County, State of Washington to obtain an injunction or such other relief as the Court deems equitable. In this event the property owner will be obligated, in the discretion of the Court, to pay all reasonable costs incurred by Corning and/or property owners, including reasonable attorney fees.

**IN WITNESS WHEREOF**, the undersigned, being Corning, have signed these protective Covenants and Restrictions the day and year first above written.



Filed for and return to:

OGDEN MURPHY WALLACE, P.L.L.C.  
1 Fifth Street, Suite 200  
PO Box 1606  
Wenatchee WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** John J. Corning and Mary Ann Corning, husband and wife  
**Grantee(s):** John J. Corning and Mary Ann Corning, husband and wife  
**Reference Number(s) of Documents Assigned or Released:** N/A  
**Abbreviated Legal Description:** Ptn of Section 9, T24N, R21, EWM, Douglas County, Washington  
**Complete or Additional Legal Description on Exhibit "A" of Document.**  
**Assessor's Parcel Number(s):** 24210900000

## COVENANTS, CONDITIONS AND RESTRICTIONS

### 1. Introduction.

**1.1** John J. Corning and Mary Ann Corning, husband and wife, ("Grantors"), are the owners of real property legally described as follows (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

**1.2** The Grantors hereby establish limitations, conditions, restrictions and covenants ("Covenants") that will run with the Property and are binding upon all persons owning or using the Property in perpetuity. In the event any part of the Property is sold, these Covenants shall remain as binding covenants on the Property after the sale. The Covenants are for the benefit of the Property.

**1.3** The Grantors filed a survey establishing thirteen (13) parcels within the Property. The survey is recorded at Douglas County Auditor's File Number 3190165.

**2. Definitions.** As used herein, the following terms shall have the following meanings:

**2.1** "Occupant" means the Owner, and any other person or entity from time to time entitled, directly or indirectly, to use or occupy a Parcel (or portion thereof) under any lease, deed, or other instrument or arrangement with an Owner, and all employees, guests, and invitees of said person or entity.

**2.2** "Owner" means the record title holder of a Parcel other than the Grantors.

**2.3** "Parcel" means a legal lot of record located within the Property.

**3. Water Rights.** The Property does not have any appurtenant water rights and the development of a water source for the Property or any Parcel is at the Occupant's sole risk. If any Occupant develops a water source and intends to rely on the "exempt well" provisions contained in Section 90.44.050 of the Revised Code of Washington, as they now exist or are hereafter amended, the Occupant covenants, warrants, and agrees that the withdrawal of any water from an exempt well located within a Parcel will be limited to a maximum withdrawal of 350 gallons per day, absent (i) an agreement with some or all of the other Owners, or (ii) a change in existing law that would allow the daily withdrawal of a greater quantity of water.

**4. General Covenants.**

**4.1** The Property shall be developed and used only in the manner authorized by applicable federal, state and local laws, codes, rules, and regulations. Any use or development not authorized by applicable federal, state and local laws, codes, rules and regulations is prohibited.

**4.2** Manufactured homes for residential use that are compliant with applicable federal, state and local regulations and placed on a permanent set foundation are permitted only if the manufactured home was manufactured within 5 years prior the date the manufactured home is installed on the Property in compliance with applicable laws and permits.

**4.3** No trash, garbage, refuse or other solid waste of any kind (including but not limited to inoperative or abandoned vehicles, RV trailers, fifth wheels, appliances or furniture) will be kept on the Property. The Property will not be used or maintained as a dumping ground for rubbish, refuse, tires or garbage. Garbage and similar waste must be kept in sanitary containers out of view of other property owners. All equipment, utility trailers, sporting equipment and vehicles (including trailers related thereto) and wood piles will be concealed from view of other property owners or parked or stored in a three (3) sided enclosure, or substantial equivalent.

**4.4** Owners, Occupants and/or guests are required to use care and caution when traveling across and over roads to gain access to the Property and to a Parcel.

**4.5** No business or commercial activity of any kind may be carried on, in or from the Property which will (a) create any substantial dust, noise or noxious smell, (b) violate any federal, state or local law, ordinance or regulation, or (c) cause a material increase in traffic on common roads or cause additional maintenance of the common roads.

**4.6** Improvements on any Parcel will be kept and maintained by the Owner thereof, in a clean, safe, and attractive condition, free of junk, debris, and noxious weeds.

**5. No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcel to the general public or for the general public or for any public purpose whatsoever. It is Grantors' intent that this Declaration shall be strictly limited to and for the purposes herein expressed.

**6. Amendment.** This Declaration may only be amended in writing, signed by all Owners (and the Grantors if the Grantors still own some of the Property) before a notary public, and recorded as an Amendment to this Declaration with the Douglas County Auditor.

**7. Breach, Remedies and Enforcement.** A breach of this Declaration shall not entitle any Owner to rescind or otherwise terminate this Declaration. Remedies for violations of this Declaration are limited to specific performance and actual damages sustained as a result of the violation or breach (consequential and expectancy damages are hereby waived by any present and future Owner). If any Owner shall fail to comply with or breach the provisions of this Declaration ("Defaulting Owner"), any other Owner or the Grantors (the "Enforcing Owner") shall provide a written notice, which must be personally served on or mailed, first class mail, postage prepaid, to such Defaulting Owner (at the address used by the Douglas County Assessor for sending tax assessments for the Parcel owned by the Defaulting Owner) setting forth the extent of the noncompliance ("Default Notice"). If the Defaulting Owner disputes the Default Notice, fails to respond to the Default Notice, or fails to proceed with due haste and diligence to cure the violation, within fifteen (15) days of the personal service or mailing, then the Enforcing Owner must first invoke the following Dispute Resolution process before taking any further action:

The Defaulting and Enforcing Owners ("Participating Owners") agree to attempt to resolve any disputes hereunder by mediation before bringing any court, administrative or arbitration action. An Enforcing Owner invoking this process must serve written notice by mail on the Defaulting Owner (at the address used by the Douglas County Assessor for sending tax assessments for the Parcel owned by the Defaulting Owner) (the "Mediation Notice"). If the Participating Owners involved in the dispute cannot agree upon a mediator within fifteen (15) days of mailing the Mediation Notice, then

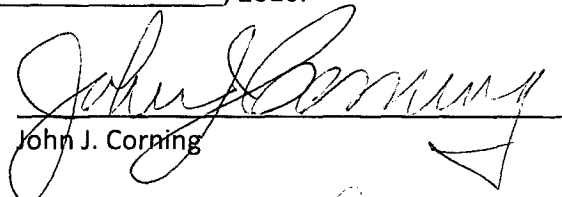


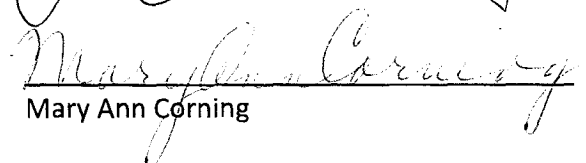
the Enforcing Owner may petition the Douglas County Superior Court for the appointment of a mediator which shall be binding on the Participating Owners. The Participating Owners involved agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Participating Owners shall have thirty (30) days from the selection or appointing the mediator within which to commence the first mediation session. There is no requirement to successfully resolve the dispute through the use of a mediator. The Participating Owners shall pay the costs of the mediator (including costs incurred in having the Court appoint a mediator) on a pro-rata basis. The Participating Owners agree that any mediated settlement agreement shall be delivered to all Owners (whether or not they participated in the mediation) and may be converted to an arbitration award or judgment (or both) and enforced (as between the Participating Owners) according to the governing rules of civil procedure, the mediated settlement agreement shall be recorded with the Douglas County Auditor if agreed upon as part of said settlement.

8. **Savings.** Nothing in this Declaration shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Declaration and any statute, law, public regulation or ordinance, or court decree, the latter shall prevail, but in such event, the provisions of this Declaration affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. If any provisions of this Declaration are determined by a court of competent jurisdiction to be unenforceable, the

9. **Binding, Running Covenants, Perpetuity.** This Declaration shall run with Property, in perpetuity, and be binding upon all persons owning or using the Property, including any Owner or Occupant. In the event the Property or any Parcel is sold or transferred, this Declaration, including the covenants, conditions, and restrictions set forth herein, shall remain binding on the Property or Parcel after the sale or transfer, and be enforceable against, binding upon, and inure to the benefit of all future Owners or Occupants. Every Owner of any Parcel is a beneficiary of these covenants, warranties, restrictions and agreements, and shall have standing and be entitled to bring a lawsuit, in law or in equity, seeking specific performance and damages for a violation thereof.

ADOPTED this 5<sup>th</sup> day of May, 2016.

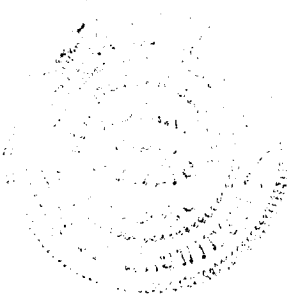
  
\_\_\_\_\_  
John J. Corning

  
\_\_\_\_\_  
Mary Ann Corning

STATE OF WASHINGTON )  
 )ss.  
County of Douglas )

I certify that I know or have satisfactory evidence that **John J. Corning** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 19, 2016.

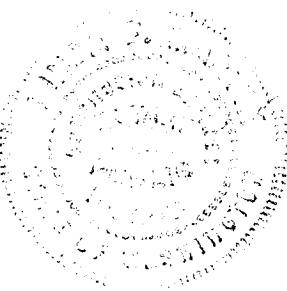


Linda E. Martin  
Linda E. Martin (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires 1/3/18

STATE OF WASHINGTON )  
 )ss.  
County of Douglas )

I certify that I know or have satisfactory evidence that **Mary Ann Corning** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 19, 2016.



Linda E. Martin  
Linda E. Martin (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires 1/3/18

**EXHIBIT "A"**  
**Legal Description of Property**

*THAT PORTION OF SECTION 9, T. 24 N., R. 21 E.W.M., DOUGLAS COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:*

*COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE S 00°01'21"E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 2655.23 FEET TO THE EAST ¼ CORNER OF SAID SECTION; THENCE S 00°49'14"E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 356.21 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE; THENCE S 88°38'19"W, 5243.58 FEET TO THE WEST ¼ CORNER OF SAID SECTION AND THE TERMINUS OF SAID LINE.*

*EXCEPT THE FOLLOWING DESCRIBED PARCEL:*

*BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE S 00°01'21"E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 2655.23 FEET TO THE EAST ¼ CORNER OF SAID SECTION; THENCE S 88°41'30"W, PARALLEL TO THE NORTH LINE OF THE NE ¼ OF SAID SECTION, A DISTANCE OF 1312.83 FEET; THENCE N 00°01'21"W, 2655.23 FEET TO THE NORTH LINE OF SAID NORTHEAST ¼; THENCE N 88°41'30"E, 1312.83 FEET TO THE POINT OF BEGINNING.*