

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

Skip Moore, Auditor, Chelan County, WA.
AFN # 2484781
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COVEN Page: 1 of 5 \$103.00 THE JOHN'S
REAL ESTATE CORPORATION

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

Reference numbers of related documents: 2477695, 2464157

Grantors:

1. Corning, John J.
2. Corning, Mary Ann, husband and wife

Grantees:

1. Corning, John J.
2. Corning, Mary Ann, husband and wife

Legal Description:

1. Lots 1 and 2 Chelan County SP No. 2013-309 Sec. 28, T23N, R20, EWM,
- 2.

Assessor's Property Tax Parcel Account Number(s): 23 20 28 210100, 23 20 28 210125

THIS DECLARATION, made this 14th day of September 2018, by John J.

Corning and Mary Ann Corning, hereinafter referred to as "Declarant."

WHEREAS, the Declarant is the owner of certain real property located in the County of Chelan, State of Washington, described as:

Lot 1 and 2, Chelan County Short Plat No. 2013-309 recorded under Auditor's File No. 2477695, BLA 2017-251 L4, BLA 2013-282, Section 28, Township 23N, Range 20, East of the Willamette Meridian, Chelan County, Washington.

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

NOW, THEREFORE, Declarant 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.

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 and garage will be permitted on each parcel. Parcels of adequate size may have a second building for a guest house or servants quarters.

2.4 Structures permitted. Manufactured homes or mobile homes are not permitted. Log homes are permitted. Temporary camper trailer, travel trailers and motor home (collectively temporary vehicles) are allowed during construction. 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. Trees or shrubs will not exceed ten feet in height.

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, the Declarant 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 Chelan 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 Declarant and/or property owners, including reasonable attorney fees.

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

John J. Corning
John J. Corning

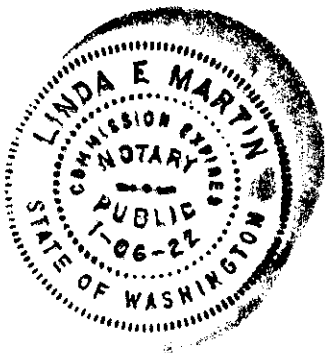
Mary Ann Corning
Mary Ann Corning

STATE OF WASHINGTON)

COUNTY OF Douglas) : ss

On this day personally appeared before me John J. Corning and Mary Ann Corning, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of September, 2018.



Linda E. Martin
NOTARY PUBLIC in and for the State
of Washington residing at Wenatchee
My commission expires 1/6/22