

JOHN CORNING



2189750
Page: 1 of 8
12/20/2004 02:56P
Chelan Co, WA

Return Address:

John J. Corning
130 Riverview Drive
East Wenatchee, WA 98802

PROTECTIVE COVENANTS

CHELAN COUNTY, WASHINGTON

Grantor/ Grantee (Owner): Suellen Harris, a single person
Legal Description (abbreviated): Sec. 16& 21, T 26N.R21, Chelan County,
Washington.
Additional legal on pages 7 & 8
Assessor's Tax Parcel ID#: 262116110050, 262121210050, 262121220100
262121220150

Suellen Harris, a single person ("Harris"), is the owner of parcels of real property located in Chelan County, Washington, historically and collectively known as Harris Property and legally described as follows:

See attached Exhibit "A"

Harris does hereby establish the following protective covenants, conditions and restrictions for said property, said covenants to run with the land.

PREAMBLE

1.1 The Harris Property, formerly agricultural property, is located on the Columbia River and is accessed by land over an existing and working railroad line and is served by a common irrigation system.

1.2 The Harris Property lies in a rural setting with a view of the Columbia River. These covenants are designed to create and maintain a protected rural life style and provide for the common needs of owners within the Harris Property.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

GENERAL COVENANTS

2.1 Reasonable Use. No portion of the Harris Property shall ever be used in a fashion which unreasonably interferes with the other owners' use and enjoyment of their respective properties within the Harris Property.

2.2 Maintenance of Vacant Parcels. It is the intent of these restrictions that vacant parcels of the Harris Property, i.e., parcels not improved for residential purposes, be maintained in a reasonably presentable condition. A parcel shall be deem any portion of the Harris Property that has a legally cognizable legal description and tax parcel number pursuant to existing law. After reasonable notice to the owner, the other owners shall have the right at all times to enter upon any vacant parcel to remove debris, or other waste material and to charge the expense thereof to the owner as an assessment.

2.3 Improvements to Vacant Parcels. If a residence is constructed on a vacant Parcel, it must be a single family residence and must contain at least 1,200 square feet of enclosed horizontal area at the finish grade level of the Parcel on which it is located and at least a total of 1,800 square feet of enclosed horizontal area measured at all of the floor levels of the structure, all of which area shall be intended for use as living quarters.

2.4 Offensive Activity. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done or maintained thereon which may be, or become, an annoyance or nuisance, or adversely effect the use, value, occupation and enjoyment of any adjoining property in the development.

2.5 Refuse. No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the development. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose.

2.6 Temporary Dwellings. No mobile homes, trailers, basement, tent or other outbuildings shall be used on any lot at any time, either temporarily or permanently, as a



1 residence. No free-standing outhouse or lavatory for privy purposes shall be erected or
2 maintained or placed on any lot or lots, except during periods of construction. Travel trailers,
3 campers and other recreational vehicles and structures may be located on a lot for a period of
4 time not to exceed three (3) months out of any twelve (12) month period.

5 2.7 Natural Drainage. No owner shall change or interfere with the natural
6 drainage of any part of the developed area that affects any other owner's Parcel, without the prior
7 written approval of the other owner.

8 2.8 Excavations. No excavation for minerals, stone, gravel or earth shall be
9 made upon any lot other than excavation for necessary construction purposes relating to main
10 dwelling units, retaining and court walls, outbuildings and pools, for the purpose of contouring,
11 shaping, fencing and generally improving any Parcel and for obtaining sand or gravel as
12 construction materials for any part of the developed area.

13 2.9 Disturbed Earth. Any areas of vegetative cover that are disturbed or
14 removed shall be promptly reseeded or landscaped.

15 2.10 Oil and Mining Operations. Except as expressly permitted in Section 2.7
16 of these Protective Covenants, no oil drilling, oil development operations, oil refining, or mining
17 operations of any kind shall be permitted upon or in any Parcel, nor shall oil wells, tanks, tunnels,
18 mineral excavations or shafts be permitted upon or in any Parcel. No derrick or other structure
19 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon
20 any Parcel.

21 2.11 Signs. No billboard or advertising sign of any kind may be erected,
22 placed or maintained on any Parcel of Parcels or on any building or structure thereon, except one
23 "For Sale" sign used by an owner or builder to advertise the property for sale. No sign may be
24 more than four feet square, except with the prior written permission of the owners.

25 2.12 Businesses. No store or business shall be carried on upon said premises
26 or permitted thereon which involves on-premises sales, or which constitutes a nuisance.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

violation or to recover damages. The substantially prevailing party in any dispute of the enforcement of these covenants shall be entitled to recover reasonable attorney's fees.

3.5 Insurance. Each owner within the real property described above is responsible for obtaining his own insurance for acts or omissions with regard to this Agreement.

3.6 Assessments. The costs of repair, construction, replacement and maintenance of the common amenities shall be assessed to the owners so that one share of such costs is assessed per Parcel. Said costs, charges and assessments shall be as provided in the Articles of Incorporation of OSPREY AT LAKE ENTIAT ASSOCIATION and the Bylaws of said Association. Should an owner fail to pay an assessment the remedies set forth in said Articles and Bylaws shall apply.

3.7 Administration. Agreement shall be administered by the OSPREY AT LAKE ENTIAT ASSOCIATION in accordance with the Articles of Incorporation and Bylaws of said Association.

3.8 Highway Access, Easements. All property owners will have the responsibility to maintain, preserve, and upgrade the common roadway and access connection to US 97A along with the railroad crossing or crossings providing access to the Harris Property. All property owners agree to be bound by the terms and requirements of any railroad crossing permit or license pertaining to said railroad crossing or crossings.

DATED this 20 day of Dec, 2004.


SUELLEN HARRIS



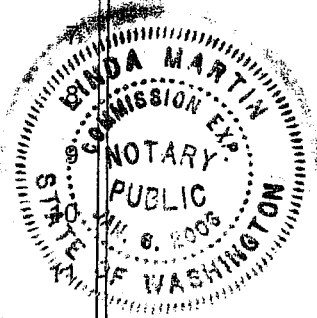
JOHN CORNING

COVER# 26.00

1 STATE OF WASHINGTON)
2 County of Chelan) ss.

3 I certify that I know or have satisfactory evidence that Sue Ellen Harris is the person who
4 appeared before me, and said person acknowledged that she signed this instrument and
5 acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the
6 instrument.

DATED this 20th day of December, 2004.



Linda Martin

(signature)

Linda Martin

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires 1-6-2006

Residing at Wenatchee

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26



EXHIBIT 'A'

PARCEL A:

THAT PORTION OF SECTIONS 16 AND 21, T. 26 N., R. 21 E.W.M. DESIGNATED AS PARCELS "A" AND "B" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN VOL. 42 OF SURVEYS, PAGE 18, RECORDS OF CHELAN COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SECTION LINE S 89°34'53" E 687.02 FEET TO THE ROCKY REACH PROJECT MONUMENT NO. 59; THENCE LEAVING SAID SECTION LINE, N 67°25'09" E, 330.87 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF THE CASCADE AND COLUMBIA RIVER RAILROAD AND THE TRUE POINT OF BEGINNING; THENCE S 67°07'23" E, TO THE EASTERLY BOUNDARY OF SAID SECTION 16 AND THE TERMINUS OF SAID LINE.

PARCEL B:

THAT PORTION OF SECTIONS 16 AND 21, T. 26 N., R. 21 E.W.M. DESIGNATED AS PARCELS "A" AND "B" AND "C" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN VOL. 42 OF SURVEYS, PAGE 18, RECORDS OF CHELAN COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SECTION LINE S 89°34'53" E 687.02 FEET TO THE ROCKY REACH PROJECT MONUMENT NO. 59; THENCE LEAVING SAID SECTION LINE, N 67°25'09" E, 330.87 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF THE CASCADE AND COLUMBIA RIVER RAILROAD AND THE TRUE POINT OF BEGINNING; THENCE S 67°07'23" E, TO THE EASTERLY BOUNDARY OF SAID SECTION 16 AND THE TERMINUS OF SAID LINE.

AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SECTION LINE S 89°34'53" E 687.02 FEET TO THE ROCKY REACH PROJECT MONUMENT NO. 59; THENCE LEAVING SAID SECTION LINE, S 50°55'10" E, 230.50 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF THE CASCADE AND COLUMBIA RIVER RAILROAD AND THE TRUE POINT OF BEGINNING; THENCE S 67°07'23" E, TO THE EASTERLY BOUNDARY OF SAID SECTION 16 AND THE TERMINUS OF SAID LINE.

PARCEL C:

THAT PORTION OF SECTIONS 16, T. 26 N., R. 21 E.W.M. DESIGNATED AS PARCELS "C" AND "D" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN VOL. 42 OF SURVEYS, PAGE 18, RECORDS OF CHELAN COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SECTION LINE S 89°34'53" E 687.02 FEET TO THE ROCKY REACH PROJECT MONUMENT NO. 59; THENCE LEAVING SAID SECTION LINE, S 50°55'10" E, 230.50 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF THE CASCADE AND COLUMBIA RIVER RAILROAD AND THE TRUE POINT OF BEGINNING; THENCE S 67°07'23" E, TO THE EASTERLY BOUNDARY OF SAID SECTION 16 AND THE TERMINUS OF SAID LINE.

AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:



EXHIBIT 'A' cont

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SECTION LINE S 89°34'53" E 687.02 FEET TO THE ROCKY REACH PROJECT MONUMENT NO. 59; THENCE LEAVING SAID SECTION LINE, S 03°44'19" E, 230.50 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF THE CASCADE AND COLUMBIA RIVER RAILROAD AND THE TRUE POINT OF BEGINNING; THENCE S 63°21'57" E, TO THE EASTERLY BOUNDARY OF SAID SECTION 16 AND THE TERMINUS OF SAID LINE.

PARCEL D:

THAT PORTION OF SECTIONS 16 AND 21, T. 26 N., R. 21 E.W.M. DESIGNATED AS PARCELS "C" AND "D" ON THAT CERTAIN RECORD OF SURVEY RECORDED IN VOL. 42 OF SURVEYS, PAGE 18, RECORDS OF CHELAN COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE SECTION LINE S 89°34'53" E 687.02 FEET TO THE ROCKY REACH PROJECT MONUMENT NO. 59; THENCE LEAVING SAID SECTION LINE, S 03°44'19" E, 230.50 FEET TO A POINT ON THE EAST RIGHT OF WAY MARGIN OF THE CASCADE AND COLUMBIA RIVER RAILROAD AND THE TRUE POINT OF BEGINNING; THENCE S 63°21'57" E, TO THE EASTERLY BOUNDARY OF SAID SECTION 16 AND THE TERMINUS OF SAID LINE.

