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Douglas County

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

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

Reference numbers of related documents: _____

Grantor:

1. Jonathan E. and Linda Corning
2. Joshua J. Corning
3. John J. and Mary Ann Corning

Grantee:

1. Jonathan E. and Linda Corning
2. Joshua J. Corning
3. John J. and Mary Ann Corning

Legal Description:

1. Portions of Sec. 27, T. 25 N., R. 21, E.W.M. lying northerly of Highway U.S. 2.
2. Additional legal description is on page 5 of document

Assessor's Property Tax Parcel Account Number(s): 25212720002; 25212710001; 25212730005;
25212720001; 25212710002; 25212730001

THIS DECLARATION, made this 21st day of August, 2008, by John J. Corning and Mary Ann Corning, Jonathan E. Corning and Linda D. Corning, and Joshua J. Corning hereinafter referred to as "Declarant".

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



See Exhibit "A" attached and map attached as Exhibit "C"

hereto.

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 shall 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 shall run with the land for a period of fifty (50) years from the date of recording and shall 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 shall inure to the benefit of each owner thereof; PROVIDED, that at the end of the said fifty (50) years, the said covenants shall 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 term "properties" shall mean and refer to that certain real property heretofore described, and any additions thereto.



1.2 Parcel. The term "parcel" shall 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 shall 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 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, shall be deemed the "property owner" of such real property.

II. COVENANTS AND RESTRICTIONS

2.1 NUISANCES. No noxious or offensive activity shall be carried on upon any of the said properties, nor shall 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, shall be kept on any parcel. No parcel shall be used or maintained as 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 shall be concealed from the view of other property owners.

2.3 Single Family Dwelling. Only one single family dwelling, garage and barn shall 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. 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. Log homes are permitted. 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 shall be allowed on the property at any time, unless hidden from view, if such vehicles are in run-down or unsightly condition.

2.5 Term of Completion. Structures, landscaping and skirting shall 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 shall create any substantial dust, noise or noxious smell or 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, shall 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 shall be kept and maintained by the property owner thereof in a clean, safe and attractive condition.

2.9 No Hazardous Activities. No activities shall 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 Grazing. The Declarant hereby reserves and is granted the right to provide for grazing of the herein described property and shall have the right to lease said land for grazing or to provide for such grazing by any means which they may select, exercising their sole discretion, retaining any income resulting therefrom. Property owners who desire to graze their own parcels or who do not desire to participate in the Declarant's grazing program, must fence their parcels at their sole expense. Notwithstanding the forgoing, all owners shall allow access to their property for the purposes of transporting stock water from existing sources of stock water on said property to a point of use outside said property.

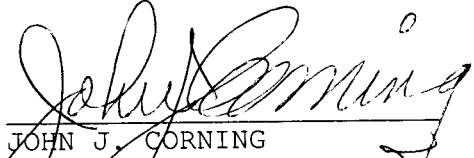
2.11 Subdivision. No property shall hereafter be subdivided as stipulated in Easement recorded under Douglas County Auditor File Number 3098192.

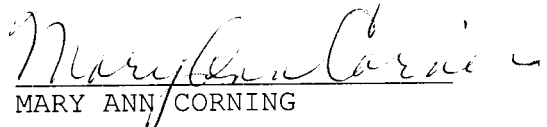


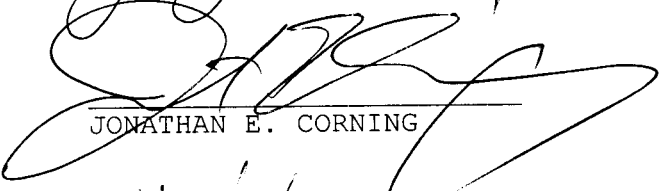
2.12 Enforcement. In the event that any of the covenants and restrictions herein set forth are violated, the Declarant and/or property owners may:

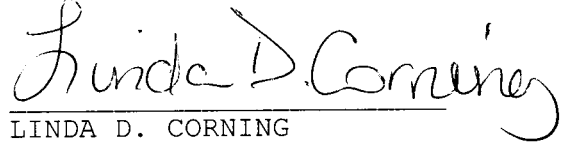
- a. Give the offending property owner notice to correct the violation, fixing reasonable time limits.
- b. Seek the aid of the Superior Court of Douglas County, State of Washington to obtain an injunction or such other relief as the court deems equitable; in this event the property owner shall be obligated,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

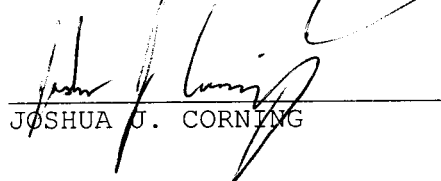
IN WITNESS WHEREOF, the undersigned, being the Declarant, have signed these Protective Covenants and Restrictions the day and year first above written.


JOHN J. CORNING


MARY ANN CORNING


JONATHAN E. CORNING


LINDA D. CORNING


JOSHUA J. CORNING

STATE OF WASHINGTON)
 : SS
COUNTY OF Douglas)



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53.00 Douglas County

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

GIVEN under my hand and official seal this 21st day of August, 2008

Linda Martin
NOTARY PUBLIC in and for the
State of Washington, residing at
Wenatchee
My appointment expires 1-6-10

STATE OF WASHINGTON)
 : SS
COUNTY OF Douglas)

On this day personally appeared before me Jonathan E. Corning and Linda D. Corning, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of August, 2008

Linda Martin
NOTARY PUBLIC in and for the
State of Washington, residing at
Wenatchee
My appointment expires 1-6-10

STATE OF WASHINGTON)

COUNTY OF Douglas) : SS



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JOHN CORNING DEC 53.00 Douglas County

On this day personally appeared before me Joshua J. Corning, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of August, 2008

Linda Martin

NOTARY PUBLIC in and for the State of Washington, residing at

Wenatchee

My appointment expires 1-6-10

EXHIBIT "A"

Lot 9:

All the lands lying in the West half of the West half lying North of Highway 2 in Section 27, Township 25 North, Range 21 East of the Willamette Meridian, Douglas County, Washington.

Lot 10:

All distances and areas shown on the following described parcel of land are grid values per N.A.D 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain round distances and areas multiply by a factor of 1.0001291.

All of the Northeast Quarter of the Southwest Quarter and the East Half of the Northwest Quarter of Section 27, Township 25 North, Range 21 East, of the Willamette Meridian, Douglas County, Washington. Lying North of State Route 2.

Except that portion of the East half of the Northwest Quarter of said Section 27 described as follows:

Commencing at the North Quarter Corner of said Section 27 a rebar and cap that bears South 89°51'12" East a distance of 2814.13 feet from a rebar and cap at the Northwest Corner of said Section 27; Thence South 04°35'34" West for a distance of 1908.25 feet to the True Point of Beginning; Thence South 87°35'33" West for a distance of 145.44 feet to a rebar and cap; Thence North 04°35'34" East for a distance of 1290.50 feet to the center of a private road; Thence South 81°52'58" East along the center line of said road for a distance of 14.26 feet; Thence along a curve to the left, the cord of which bears North 67°47'40" East, having a radius of 75.00 feet, a delta angle of 60°38'45" for an arc distance of 79.39 Feet; Thence North 37°28'18" East for a distance of 115.18 feet; Thence leaving said road centerline South 04°35'34" West for a distance of 1402.77 feet to the Point of Beginning.

Lot 11:

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain round distances and areas multiply by a factor of 1,0001291.

The Northwest Quarter of the Northeast Quarter of section 27, Township 25 North, Range 21 East. Willamette Meridian, Douglas County. Washington.



Exhibit "A" continued

Together with that portion of the East 'calf of the Northwest Quarter of said Section 27 described as follows:

Commencing at the North Quarter Corner of Section 27 a rebar and cap that bears South 89°51'12" East a distance of 2814.13 feet from a rebar and cap at the Northwest Corner of said Section 27; Thence South 04°35'34" West for a distance of 1307.21 feet to the True Point of Beginning; Thence South 87°35'33" West for a distance of 145.44 feet to a rebar and cap; Thence North 04°35'34" East for a distance of 689.46 feet to a point in the center of a private road; Thence South 81°52'58" East for a distance of 14.26 feet along the center line of said road; Thence along a curve to the left, the cord of which bears North 67°47'40" East, having a radius of 75.00 feet, a delta angle of 60°38'45" for an arc distance of 79.39 feet; Thence North 37°28'18" East for a distance of 115.18 feet; Thence leaving said road centerline South 04°35'34"¹ West for a distance of 801.73 feet to the Point of Beginning.

Lot 12:

The Northeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 21 East of the Willamette Meridian, Douglas County, Washington.

Lot 13:

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.0001291.

The Southwest Quarter of the Northeast Quarter and that portion of Northwest Quarter of the Southeast Quarter of Section 27. Township 25 North, Range 21 East. Willamette Meridian, County of Douglas. Washington, lying North of State Route 2.

Together with that portion of the East half of the Northwest Quarter of said Section 27 described as follows:

Commencing at the North Quarter Corner of Section 27 a rebar and cap that bears South 39°51'12" East a distance of 2814.13 feet from a rebar and cap at the Northwest Corner of said Section 27; Thence South 04°35'34" West for a distance of 1908.25 feet to the True Point of Beginning; Thence South 87°35'33" West for a distance of 145.44 feet to a rebar and cap; Thence North 04°35'34" East for a distance of 601.04 feet; Thence North 87°35'33" East for a distance of 145.44 feet; Thence South 04°35'34" West for a distance of 601.04 feet to the Point of Beginning.



JOHN CORNING

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Exhibit "A" continued

Lot 14:

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter lying North of SR2 in Section 27, Township 25 North, Range 21 East of the Willamette Meridian, Douglas County, Washington.



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JOHN CORNING

DEC

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Douglas County

Exhibit "C"

