

Corning and Sons, LLC
P. O. Box 3196
Wenatchee, WA 98807

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

Reference numbers of related documents:	
Grantors:	
1.	Corning and Sons, LLC
Grantees:	
1.	Corning and Sons, LLC
Legal Description:	
1.	All that portion of the West ½ of Section 19, Township 25 N., Range 28 EWM, Douglas County, Washington lying Northerly of Garred Rd, (Also known as Road 3 NE).
2.	Additional legal description attached as Exhibit "A"
Assessor's Property Tax Parcel Account Number(s): 25281910013, 25281910014, 25281910015, 25281910016, 25281910017, 25281910018, 25281910019, 25281910020	

THIS DECLARATION, made this 13th day of June 2023, by
Corning and Sons, LLC 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 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

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

2.4 Structures permitted. Double wide or larger manufactured or modular constructed homes are permitted, so long as the year of the manufactured or modular is not older than two (2) 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 nine 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, skirting 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 be in violation of any law, ordinance or regulation.

2.7 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.

2.8 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.

2.9 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 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.

DATED this 13th day of June, 2023.

CORNING AND SONS, LLC

By: Mary Ann Corning
Mary Ann Corning, Member

By: Jonathan Corning
Jonathan Corning, Member

By: Joshua Corning
Joshua Corning, Member

STATE OF WASHINGTON)
) ss.
County of Chelan)

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, on oath stated that she was authorized to execute the instrument and acknowledged it as Member of Corning and Sons, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 13, 2023.



Linda Martin
LINDA MARTIN (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 1/6/2026
Residing at Wenatchee

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Jonathan Corning 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 Member of Corning and Sons, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 13, 2023.



Linda Martin
LINDA MARTIN (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 1/6/2026
Residing at Wenatchee

James H. Ruud
Douglas County Assessor
P.O. Box 387 / 213 S. Rainier
Waterville, WA 98858
Phone: (509) 745-8521 Fax: (509) 745-8956

CORNING and
SONS LLC

Tax Parcel Segregation Request

I understand that this segregation cannot be completed until all property taxes and assessments are paid in full. This includes all of the current year taxes.

To qualify as an EXEMPT PARCEL TRANSFER, a deed conveying ownership to a third party must be recorded to create a "legal lot of record" and an affidavit of easement must be included.

Existing Parcel Number: 25281910001

Existing Legal Description: _____

Parcel B of Tax Parcel Segregation Request, AFN 3253344

New Legal Description: See below

EXHIBIT "A"

Parcel 1:

All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 1 on the attached Exhibit A.

Parcel 2:

All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 2 on the attached Exhibit A.

Parcel 3:

All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 3 on the attached Exhibit A.

Parcel 4:

All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 4 on the attached Exhibit A.

Parcel 5:

All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 5 on the attached Exhibit A.

Recorded 07/19/2022 08:48:56AM, SEG Page: 2 of 5 \$0.00
DOUGLAS COUNTY ASSESSOR

Parcel 6:

All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 6 on the attached Exhibit A.

Parcel 7:

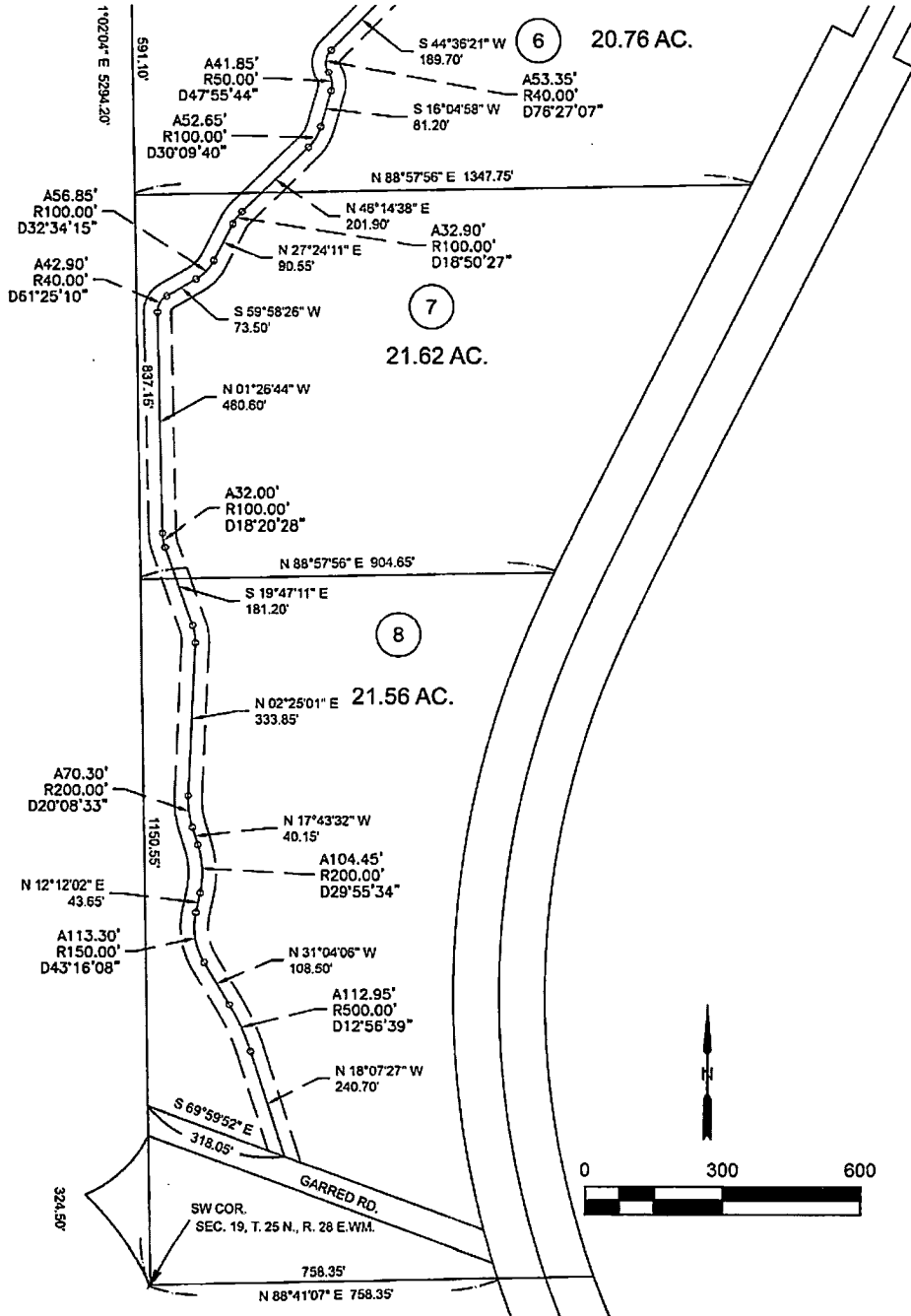
All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 7 on the attached Exhibit A.

Parcel 8:

All that portion of the West ½ of Section 19, T. 25 N. R. 28 E.W.M, Douglas County, Washington, illustrated as Lot 8 on the attached Exhibit A.

**EXHIBIT
 "C"**

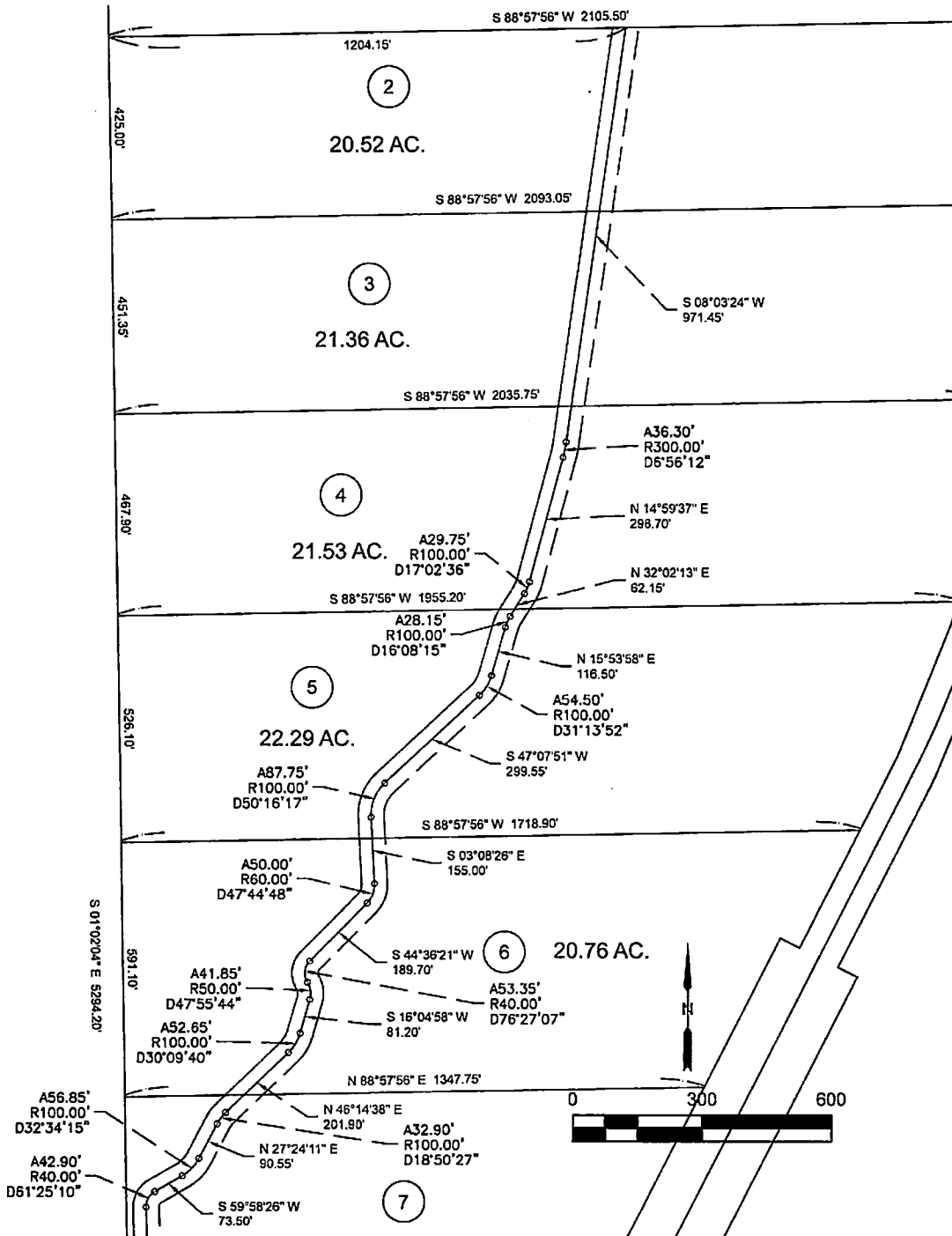
**EXHIBIT "A"
 Depiction of Easement**



NOTE: DIMENSIONS, AREAS, AND LOCATION OF COUNTY ROAD ARE FROM RECORD INFORMATION AND NOT BASED ON A FULL AND COMPLETE SURVEY

**EXHIBIT A, PAGE 1
 CORNING AND SONS, LLC**

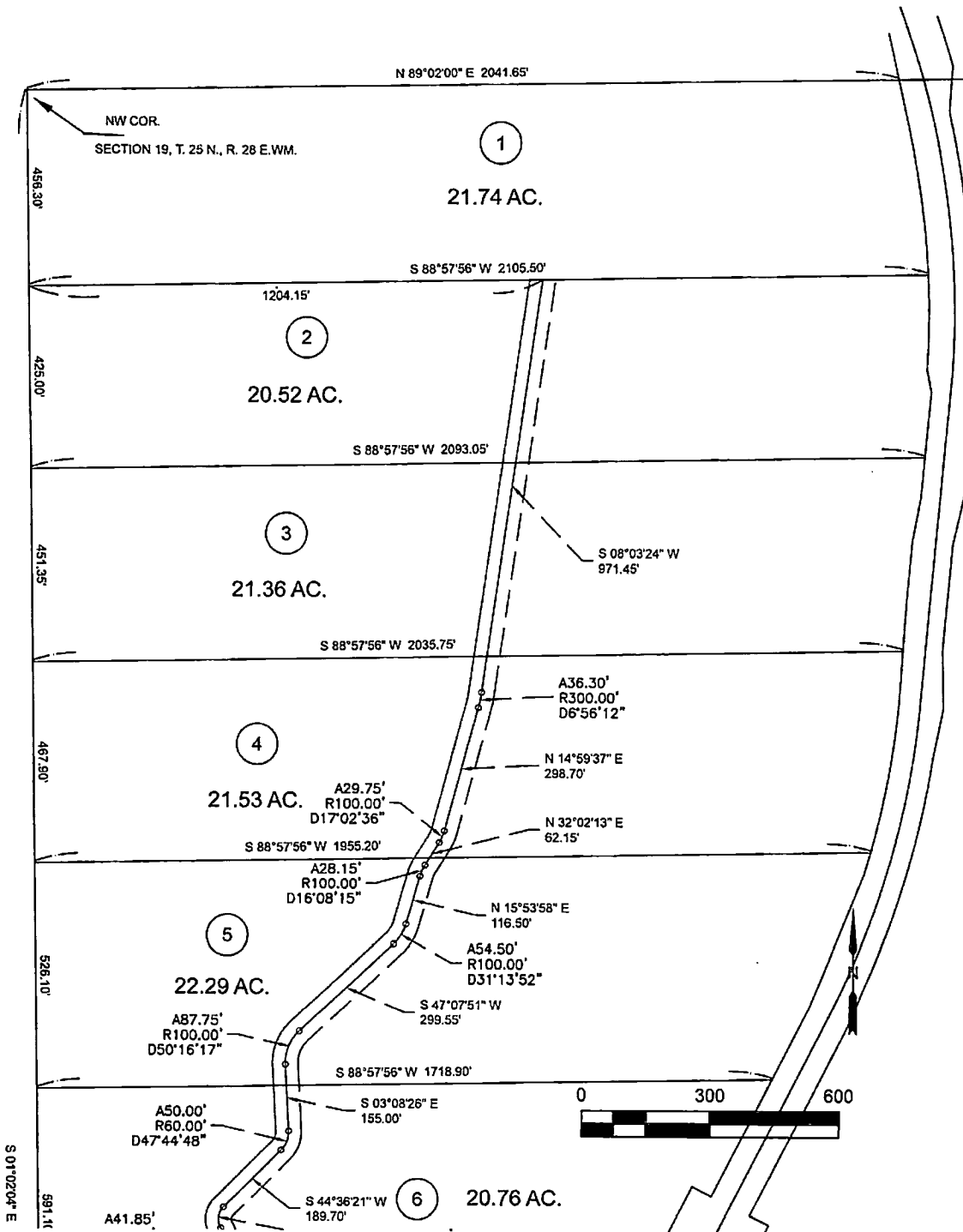
Amended and Restated Declaration
 of Easement
 {PAF2833452.DOCX;1/23680.040001/ }



NOTE: DIMENSIONS, AREAS, AND LOCATION OF COUNTY ROAD ARE FROM RECORD INFORMATION AND NOT BASED ON A FULL AND COMPLETE SURVEY

EXHIBIT A, PAGE 2
 CORNING AND SONS, LLC

Amended and Restated Declaration
 of Easement
 {PAF2833452.DOCX;1/23680.040001/}



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**EXHIBIT A, PAGE 3
 CORNING AND SONS, LLC**

Amended and Restated Declaration
 of Easement
 {PAF2833452.DOCX;1/23680.040001/ }