

Return Address:

The John's Real Estate Corporation
P. O. Box 3196
Wenatchee, WA 98807

NO EXCISE TAX REQUIRED

DOUGLAS COUNTY TREASURER

BY Carl 10-17-22 DEPUTY

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

Reference numbers of related documents: _____

Grantor:

1. Joshua J. Corning
2. The John's Retirement Plan Trust
3. Bald Eagle Three, LLC

Grantee:

1. Joshua J. Corning
2. The John's Retirement Plan Trust
3. Bald Eagle Three, LLC

Legal Description:

1. Portions of Sec. 13, T. 23 N., R. 20, E.W.M. .
2. Additional legal description attached as Exhibit "A"

Assessor's Property Tax Parcel Account Number(s): 23201320001; 23201330001; 23201320002

THIS DECLARATION, made this 14th day of July, 2020, by Joshua J. Corning, The John's Retirement Plan Trust, and Bald Eagle Three, 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 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 Guest House/Accessory Dwelling if permitted by Douglas County.

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.

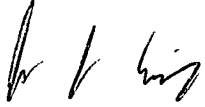
2.8 Maintenance of Properties. All property and improvements on any parcel shall be kept and maintained by the property owner thereof in a clean, safe and attractive condition.

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.

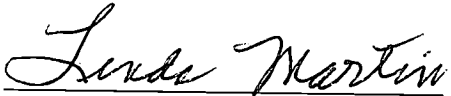
2.10 Enforcement. In the event that any of the covenants and restrictions herein set forth are violated, the Declarant and/or property owners may:

- 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.

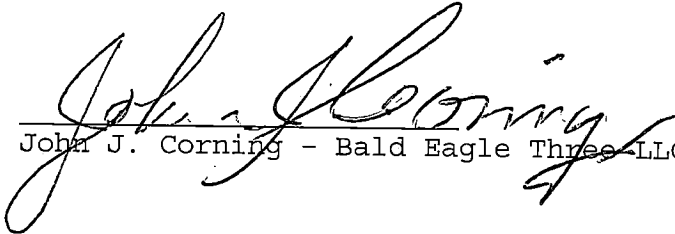
IN WITNESS WHEREOF, the undersigned, being the Declarant, have
signed these Protective Covenants and Restrictions the day and year
first above written.



Joshua J. CORNING



Linda Martin - JRP Trustee



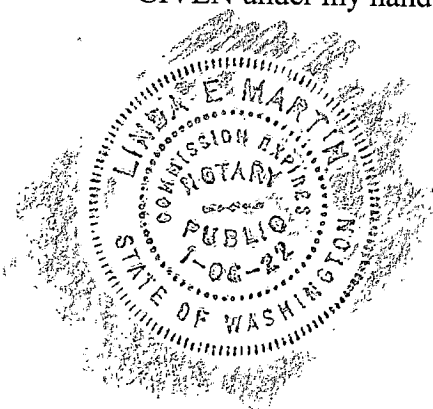
John J. Corning - Bald Eagle Three LLC Member

STATE OF WASHINGTON)

COUNTY OF Douglas : SS

On this day personally appeared before me Joshua J. Corning, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he 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 July, 2020.

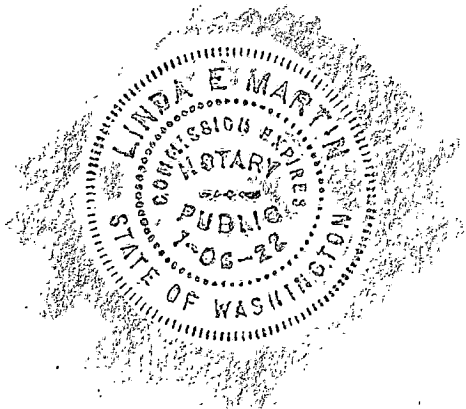


Linda E. Martin
NOTARY PUBLIC in and for the State
of Washington residing at Wenatchee
My commission expires 1/6/22

STATE OF WASHINGTON)

COUNTY OF Douglas : SS

On this 14th day of July, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John J. Corning to me known to be a member of Bald Eagle Three Limited Liability Company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument. Witness my hand and official seal hereto affixed the day and year first above written.



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

EXHIBIT "A"

Parcel C - The Johns's Retirement Plan Trust

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF WASHINGTON.

PARCEL A: - Bald Eagle Three, LLC

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, T. 23 N., R. 20 E.W.M., DOUGLAS COUNTY, WASHINGTON, EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 1074 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER WHICH LIES 232 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY TO THE POINT OF BEGINNING.

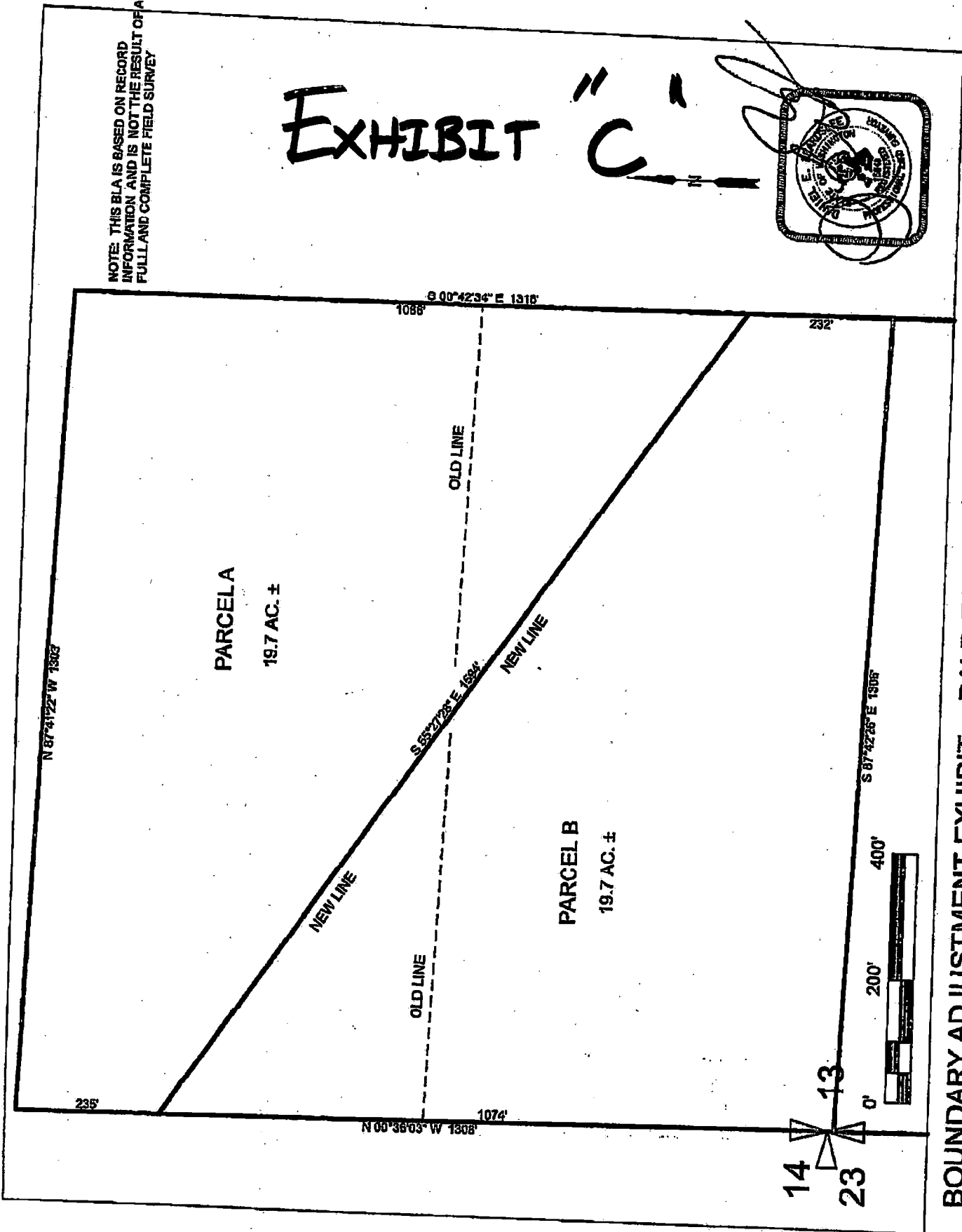
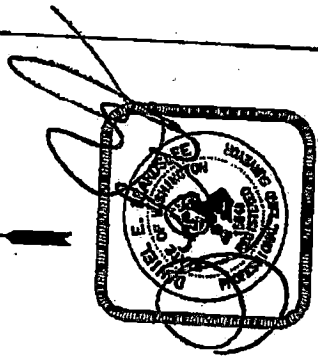
PARCEL B: - Joshua J Corning

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, T. 23 N., R. 20 E.W.M., DOUGLAS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 1074 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER WHICH LIES 232 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WESTERLY TO THE POINT OF BEGINNING.

NOTE: THIS PLA IS BASED ON RECORD INFORMATION AND IS NOT THE RESULT OF A FULL AND COMPLETE FIELD SURVEY

EXHIBIT "C"

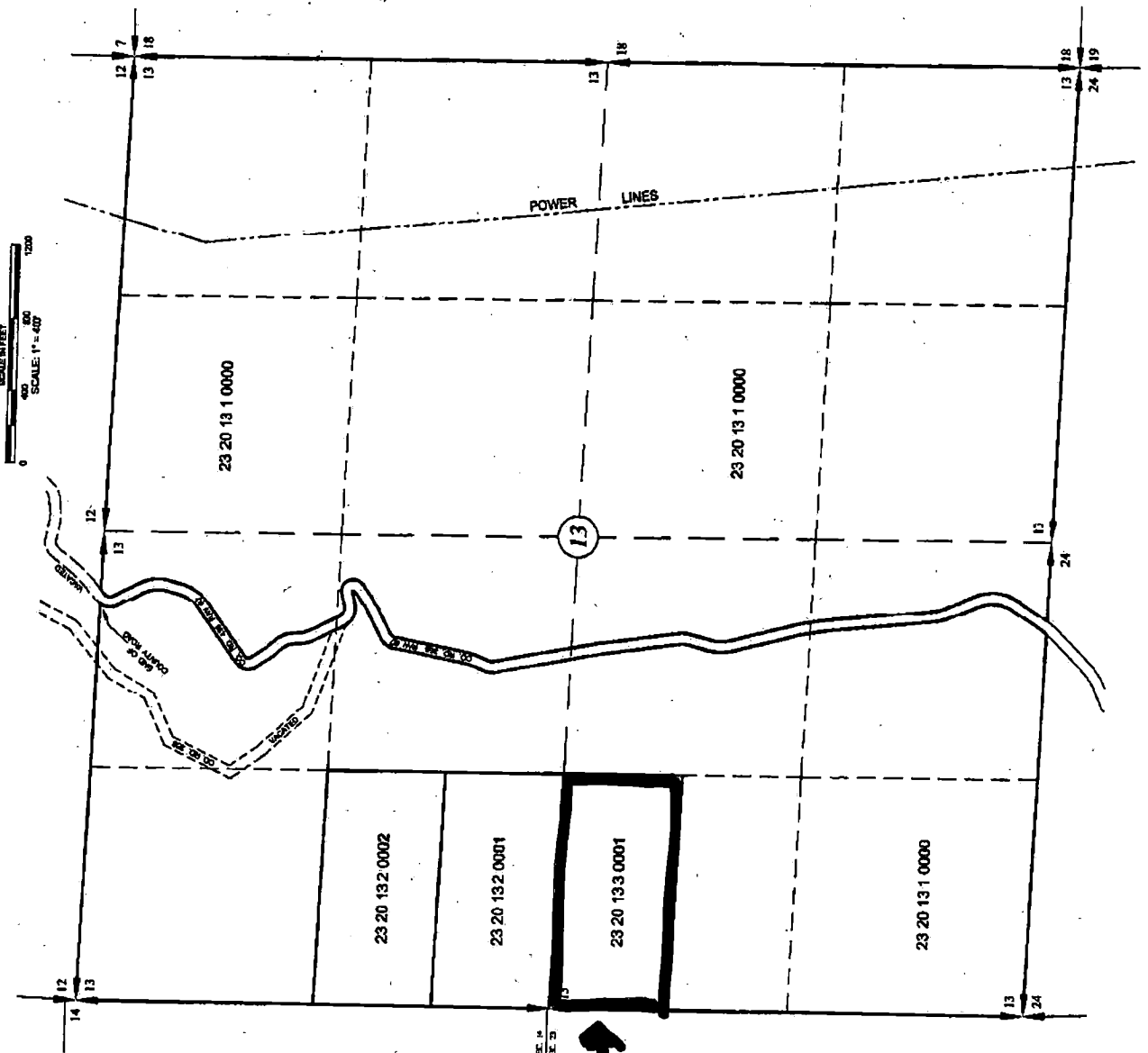


BOUNDARY ADJUSTMENT EXHIBIT -- BALD EAGLE III, LLC AND JOSHUA CORNING

EXHIBIT "C"

DOUGLAS COUNTY WASHINGTON

SECTION 13 TOWNSHIP 23 RANGE 20



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**PARCEL
C**