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Joe R. Woodlett
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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 29TH day of September 1993, by John J. Corning and Mary Ann Corning, hereinafter referred to as "Declarant".

DOUGLAS COUNTY AUDITOR
WATERVILLE, WASHINGTON
Mary Ann Corning
DEPUTY 67-16

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 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

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BOOK 382 PAGE 37

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 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, 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 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 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 homes (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 a 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 foregoing, 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.

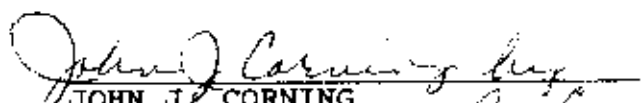
2.11 Subdivision. No property shall hereafter be subdivided

thereby creating parcels of less than twenty acres each.

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 PCA


MARY ANN CORNING

The undersigned as contract vendors hereby join in this Declaration for the purpose of subjecting the above described property to the terms of this Declaration.

Billy Joe Matthews
BILLY JOE MATTHEWS

Geneva Matthews
GENEVA MATTHEWS

STATE OF WASHINGTON)
 : ss
COUNTY OF _____)

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 _____ day of _____, 1993.

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

My appointment expires _____

STATE OF WASHINGTON)
 : ss
COUNTY OF Ingle)

On this day personally appeared before me Billy Joe Matthews and Geneva Matthews, 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.

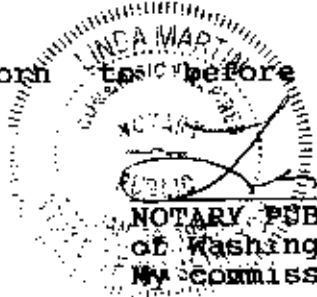
GIVEN under my hand and official seal this 29th day of September, 1993.

Linda Martin
NOTARY PUBLIC in and for the
State of Washington, residing at
W. Exeter
My appointment expires 1-6-94

STATE OF WASHINGTON)
COUNTY OF Douglas) ss

On this 27th day of September, 1993, before me personally appeared Mary Ann Corning to me known to be the individual described in and who executed the foregoing instrument for herself and also as Attorney in fact for John J. Corning and acknowledged the he signed and sealed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

Signed and sworn to before me this 29th day of September, 1993.



Linda Martin
NOTARY PUBLIC in and for the State
of Washington, residing at W. Hatch
My commission expires: 1-6-97

STATE OF WASHINGTON)
County of Douglas) ss.

I, LINDA MARTIN Notary Public in and for the State of Washington, residing at W. Hatch, do hereby certify that on this 29th day of September, 1993, personally appeared before me Mary Ann Corning to me known to be the individual described in and who executed the within instrument and acknowledged that she signed as her free and voluntary act and deed for the uses and purposes herein mentioned.

Signed and sworn to before me this 29th day of September, 1993.

Linda Martin

Notary Public in and for the State of Washington. My appointment expires: 1-6-97

Exhibit A

PARCEL 1

The North half of the Southwest quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 2

The North half of the Southeast quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 3

The South half of the Southeast quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 4

Government Lot 1 of Section 3, Township 24 North, Range 21, E.W.M., Douglas County, Washington.

PARCEL 5

That portion of Government Lot 8 of Section 3, Township 24 North, Range 21, E.W.M., Douglas County, Washington, lying within the following described tract of land:

Commencing at a point 2500 feet, more or less, South of the Northeast corner of Section 3, Township 24 North, Range 21 E.W.M., Douglas County, Washington, where the County Road going to the farm homestead crosses the East line of said Section 3; thence running West parallel to the North line of said Section for 3500 feet, more or less, to a point of intersection with a fence line along the Westerly margin of a wheat field; thence Northerly along said fence line for 2900 feet, more or less, to the North line of said Section; thence East along the North line of said Section for 3000 feet, more or less, to the Northeast corner of said Section; thence South along the East line of said Section for 2500 feet, more or less to the Point of Beginning.

Exhibit A

PARCEL 6

Commencing at a point 2500 feet, more or less, South of the Northeast corner of Section 3, Township 24 North, Range 21 E.W.M., Douglas County, Washington, where the County Road going to the farm homestead crosses the East line of said Section 3; thence running West parallel to the North line of said Section for 3500 feet, more or less, to a point of intersection with a fence line along the Westerly margin of a wheat field; thence Northerly along said fence line for 2900 feet, more or less, to the North line of said Section; thence East along the North line of said Section for 3000 feet, more or less, to the Northeast corner of said Section; thence South along the East line of said Section for 2500 feet, more or less to the Point of Beginning.

EXCEPT all that portion thereof lying within Government Lots 1 and 8 of said Section 3.

PARCEL 7

All of the Southwest quarter of Section 27, Township 25 North, Range 21, E.W.M., Douglas County, Washington lying South of the right of way for State Hwy. No. 2.

PARCEL 8

All of the Southeast quarter of Section 27, Township 25 North, Range 21 E.W.M., Douglas County, Washington, lying South of the right of way for State Hwy. No. 2.

PARCEL 9

The Northeast quarter of the Northwest quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 10

The Southeast quarter of the Northwest quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

Exhibit A

PARCEL 11

The East half of the North one-third, as measured along the East line, of the following described tract of land:

All of Section 33, Township 25 North, Range 21, E.W.M., Douglas County, Washington, EXCEPT that certain 100 foot strip conveyed to the Puget Sound Power and Light Company by deed recorded November 7, 1928 in Book 79 of Deeds, page 78, AND EXCEPT those portions conveyed to the State of Washington by deeds recorded in Book 88 of Deeds, page 303, and in Book 110 of Deeds, page 531, page 535 and page 612, and in Book 116 of Deeds, page 12, Douglas County records.

PARCEL 12

The East half of the South one-third, as measured along the East line, of the following described tract of land:

All of Section 33, Township 25 North, Range 21, E.W.M., Douglas County, Washington, EXCEPT that certain 100 foot strip conveyed to the Puget Sound Power and Light Company by deed recorded November 7, 1928 in Book 79 of Deeds, page 78, AND EXCEPT those portions conveyed to the State of Washington by deeds recorded in Book 88 of Deeds, page 303, and in Book 110 of Deeds, page 531, page 535 and page 612, and in Book 116 of Deeds, page 12, Douglas County records.

PARCEL 13

The East half of the South half of the North two-thirds, as measured along the East line, of the following described tract of land:

All of Section 33, Township 25 North, Range 21, E.W.M., Douglas County, Washington, EXCEPT that certain 100 foot strip conveyed to the Puget Sound Power and Light Company by deed recorded November 7, 1928 in Book 79 of Deeds, page 78, AND EXCEPT those portions conveyed to the State of Washington by deeds recorded in Book 88 of Deeds, page 303, and in Book 110 of Deeds, page 531, page 535 and page 612, and in Book 116 of Deeds, page 12, Douglas County records.