

WHEN RECORDED RETURN TO:
Blaine G. Gibson
P.O. Box 590
Yakima, WA 98907

RECORDED BY NORTHWEST TITLE LLC
AS A COURTESY ONLY NO LIABILITY
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THIS DOCUMENT IS ASSUMED.

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Title of Document: Declaration of Protective Covenants and Restrictions
Grantor: Estate of Anna Utana Mackner
Grantee: Estate of Anna Utana Mackner
Legal Description: Parcel 3, 4, 5 Survey Bk 27 Surveys Pg 164, 165, 166
Parcel No.: 18-18-20040-0013, 0016, 0017

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

PARTIES: Estate of Anna Utana Mackner, through its personal representative,
Blaine G. Gibson (referred to as "Mackner")

PROPERTY SUBJECT TO DECLARATION:

Parcels 3, 4, and 5 as described and/or delineated on that certain survey as recorded May 16, 2002, in Book 27 of Surveys, pages 164, 165, and 166, under Auditor's File No. 200205160029, records of Kittitas County, Washington; being a portion of the Southeast 1/4 of Section 20, Township 18 North, Range 18 East W.M., in the County of Kittitas, State of Washington.

DEFINITIONS:

1. Real property: All of the property subject to this declaration.
2. Parcels: Any part of the real property.
3. Owner: Any person, corporation, or entity that holds either fee title or vendee's interest under a real estate contract for any parcel of the property subject to

declaration.



PROPERTY RESTRICTIONS:

1. Land use. No part of the real property shall be used for purposes other than agricultural, recreational, or residential.
2. Maintenance. All refuse and garbage shall be kept in sanitary containers which shall be concealed from view and protected from animal intrusion.
3. Signage. No advertising structures may be located, placed, or maintained on the property.
4. Vehicles. No unlicensed vehicles shall be permitted upon any parcel unless they are inside a building.
5. Noxious or offensive activity. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be permitted on a parcel that may be or become a nuisance or that unreasonably interferes with the use or enjoyment of any part of the real property.
6. Animals. Household pets, horses and cattle shall be permitted on the property for the purposes of private use and enjoyment. No other animals shall be raised, bred, or kept on the real property. All such animals shall be properly restrained, fenced, and otherwise kept so as not to interfere with the livestock of other owners or so as to cause any threat or harm to any owner's property.

BUILDING RESTRICTIONS:

1. Use. All residences must be constructed on the property. No manufactured homes, modular homes, or mobile homes are allowed on the property.
2. Minimum size. Each main residence shall be of permanent construction and have not less than 1,500 square feet of enclosed ground floor area devoted to living purposes.
3. Approval of plans and specifications. No structure shall be erected or placed upon any parcel until the plans and specifications for the structure have been submitted to and approved by the Kittitas County Building Department and all

required permits have been obtained. All structures shall conform to the approved plans, specifications, and materials as submitted to and approved by the Building Inspector of Kittitas County.

4. Completion. All work of constructing, altering, repairing, or removing any structure on any parcel shall be diligently prosecuted from the date of its commencement until completion.

5. Damage to structure. In the event of damage or destruction of any structure, it shall either be rebuilt or completely removed and the land restored to conceal the fact that the structure existed. Owners shall have 90 days to determine whether to rebuild or remove structures.

GENERAL PROVISIONS:

1. Effect. These covenants, restrictions, and rights shall run with the land and shall be binding upon the real property, the parties in interest, their heirs, assigns, personal representatives, and successors in interest.

2. Enforcement. Any parcel owner has the right and authority to enforce the provisions of this declaration, in addition to any other remedy allowed by law. The prevailing party in any action to enforce any provision of this declaration shall be entitled to recover reasonable attorney fees, together with actual costs of a title search, and such other costs as may allowed by law. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right to do so in the future.

3. Severability. In the event any provision of this declaration shall be found invalid by any court of competent jurisdiction, it shall not affect the remaining provisions or their enforceability.

AMENDMENT AND EFFECT:

1. These covenants and restrictions may be amended, changed, revoked, or terminated in whole or in part by recording with the Kittitas County Auditor an instrument containing all the amendments and modifications, and which has

been signed by a majority of the property owners. For these purposes, parcels 3, 4, and 5 shall each be entitled to one vote, even if more than one parcel is owned by an owner, and even if a parcel has been subdivided. The approval of a subdivided parcel shall be by majority vote of the owners of the subdivided parcel, with each subpart entitled to one vote.

2. This declaration, and any amendments to it, shall be effective when recorded with the Kittitas County Auditor.

9-5-03
DATE

Blaine G. Gibson
ESTATE OF ANNA UTANA
MACKNER by Blaine G. Gibson as
personal representative

STATE OF WASHINGTON)
County of ~~Yakima~~ *Kittitas*) ss.

I certify that I know or have satisfactory evidence that BLAINE G. GIBSON 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 the personal representative of the Estate of ANNA UTANA MACKNER, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5th day of September, 2003.



Karen L. Freeland
NOTARY PUBLIC in and for the
State of Washington, residing at
Yakima.
Commission expires: 2/5/05