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FILED FOR RECORD
Wendell Carlson
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Restrictive Cov.
BOOK 685 PAGE 1515-30
CHELAN COUNTY AUDITOR
WENDELL CARLSON

RESTRICTIVE COVENANTS

675291

The following restrictions are hereby declared to be covenants running with the land and binding upon future owners, their heirs, successors or assigns, on the following described real property:

Plat of Yodelin as per plat recorded in the Office of the Auditor of the County of Chelan, State of Washington, in Volume 7 of Plats, at page 41 and the real estate described on Exhibit "A" attached hereto, which said real estate is to be platted as Plat of Yodelin, Division No. 2; and Division No. 3; all situate in such County and State. Description of Plat of Yodelin set forth on Exhibit "B".

1. Each owner of a lot in the above-named plat covenants for himself and his successors in ownership that such owner will pay a pro-rated share of the cost of maintenance of all private roads, walks and trails shown on the face of such plat and shall pay a pro-rated share of the cost of construction and maintenance of any community water system serving lots in the above-named plat and shall pay a pro-rated share of the cost of construction and maintenance of any sewer system serving all lots in such plat and that such costs shall be a lien upon the lots in such plat until paid, provided however, that if the private water system and sewer system serving the lots in such plat are extended to serve any dwellings on adjacent property the costs to be born by the owner of any lot in the above-named plat shall be adjusted so that each dwelling served by such water system and sewer system shall share pro rata in such costs.

FURTHER, each owner of a lot in the above-named plat shall by virtue of purchasing or contracting to purchase a lot in the above-named plat or plats of Yodelin, Division No. 2 or the plat of Yodelin, Division No. 3, automatically become a member of a non-profit corporation to be created by KARL GRANSTROM, WENDELL CARLSON and ARTHUR GRANSTROM, or one of such parties, for the purpose of maintaining any private roads, walks or trails shown on the face of such plats and for the further purpose of constructing and maintaining a private water

and sewer systems serving lots in such plats, which said non-profit corporation shall contract for the construction of such water and sewer systems and shall determine the type of sewer system to be constructed.

In the event the non-profit corporation herein referred to shall default in the construction or maintenance of private roads, trails, water system or sewer system, the obligation for such construction and maintenance shall be and remain the obligation of each lot in such plats on the pro-rata basis hereinbefore set forth.

Further, when homes, whether of a permanent or vacation type, have been constructed or placed or located on 25% of the lots in the above-named plat, no further homes of any type shall be constructed on any lot in the above-named plat prior to the construction of a private sewer system by the non-profit corporation herein referred to (or the lot owners) which said system shall meet the standards of the Chelan-Douglas County Health District.

FURTHER, no home, cabin or building shall be constructed, placed or located upon any lot in any plat until such time as a community water system making water available to all of the lots in such plat has been constructed and placed in operation. Lateral lines serving individual lots shall not be deemed a part of the community water system and each lot owner shall construct such lateral lines as his separate obligation. Such community water system must be constructed in accordance with the plat therefore, attached hereto and marked Exhibit "B" and the private corporation shall have no power to alter or deviate from such plan except with the prior written approval of proper officials of the County of Chelan, State of Washington.

FURTHER, the non-profit corporation may, if it deems so doing desirable, enter into an agreement with the United States Forest Service for the joint construction and/or utilization of a common sewer system and fix and determine the share of costs to be born by the United States

Forest Service.

FURTHER, each member of the non-profit corporation herein referred to, shall have one vote and one vote only, irrespective of the number of lots owned by such member, in the above-named plat.

2. Each lot in the above-named plat shall be used for a single family residence or recreational home or cabin and for no other purpose.

3. Every recreational cabin or home constructed on any lot in the above-named plat shall be of either "A" frame type construction or Chalet type exterior construction. Each "A" frame dwelling shall have an enclosed first floor area of at least 20 feet by 24 feet and each Chalet type dwelling shall have an enclosed first floor area of at least 16 feet by 20 feet. No dwelling or cabin shall be more than two stories in height. The exterior of all dwellings and cabins shall be completed and painted within twelve (12) months of the date upon which construction is commenced. Foundations shall be sufficiently substantial to prevent sagging and roof pitch and basic construction shall meet accepted standards for snow load of the area.

4. No outdoor toilets shall be permitted on any lot.

5. Garbage shall be disposed of by hauling away or burning and no garbage or trash shall be permitted on any lot except in one standard sized garbage can with fasten down lid.

6. No trailers shall be permitted on any lot except that any owner may, during construction of a dwelling on his lot, park a trailer on his lot for one continuous six month period.

7. No trees on any lot shall be cut or damaged except when such cutting be necessary to dwelling or cabin construction and no owner shall do anything to alter the natural appearance of the area except when essential to actual cabin or dwelling construction.

8. All construction must be new construction.

9. No lot shall be subdivided.

10. Any property owner diverting water from its natural course

must provide a substitute course over his property.

11. Any owner of a lot in the foregoing plat may enforce these restrictions in any court of law or equity as may the non-profit corporation to be created and in these restrictions referred to and the invalidity of any one or more of the restrictions herein contained shall not affect the balance of the restrictions herein contained.

12. All electric power lines must be placed under ground and the owners of any lot in the above-named plats covenant and agree to pay a pro-rata share of the cost of construction of such power lines.

13. No for sale signs shall be placed on any lot for a period of three years by any party other than the plators or plators' agent.

14. No sign exceeding 1 foot by 1 1/2 foot shall be maintained on any lot at any time.

15. No sewer, whether private or public, shall have a drain field closer than 100 feet to Stevens Creek.

16. The real estate described on Exhibit "A" is intended to be platted as Plat of Yodelin Division 2 and Plat of Yodeline Division No. 3.

17. Notwithstanding anything herein contained to the contrary, no lien or charge for sewer, water, road or trail construction or or electrical utilities construction maintenance/shall be foreclosed on Lot 7, Plat of Yodelin, while title thereto is vested in the County of Chelan, State of Washington, however, such lien or charge shall become enforceable against such lot upon title thereto ceasing to be vested in the County of Chelan, State of Washington.

The word plat as used in these restricted covenants refers to all of such plats. Consequently, the water and sewer systems to be constructed on Divisions 1, 2 and 3 shall be deemed a common system and the lot owners' obligation to share in costs shall be an obligation common to the owner of every lot in each of such plats. Provided, however, that in the event the water system serving Division No. 3 shall be a separate system, then the owners of lots served by any system shall not share in the costs of a system not serving such owners' lot.

The non-profit corporation shall determine whether one system or two systems shall be utilized.

The plators do not hereby covenant to secure the platting of Divisions No. 2 and No. 3, but do declare that they are in good faith seeking the acceptance of such plats by Chelan County authorities.

ISLAND ENTERPRISES INC. NASON PROPERTIES, INC.
A CORPORATION.



Frankhauser Pres By Robert C. ...

Robinson Plywood & Timber Co. Inc.
By J. Robinson Pres

By executing this document, Robinson Plywood and Timber Co. does not undertake to pay any expense or cost provided for therein, but is signing for the sole purpose of making the Restrictive Covenant effective and binding.

By W.D. ...

STATE OF WASHINGTON)
COUNTY OF Chelan) ss.

On this 26th day of December, 19 67, before me, personally appeared Robert C. ... and ..., to me known to be the ... and ..., respectively of NASON PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Andrew T. Nielsen
Notary Public in and for the State of Washington, residing at ...



EXHIBIT "A"

Legal description of proposed Plat of Yodelin Division No. 03:

All that portion of the Southwest one-quarter (SW 1/4) of Section 1, Township 26 North Range 13 E.W.M., lying North of the North line of Mason Creek and West of that line shown by points 10 and 11 on United States Forest Service Exchange Survey No. 280 and bounded on the South by the North line of the real estate shown as proposed Plat of Yodelin No. 02, below and bounded on the North by a line parallel to such line, and approximately the South 300 feet of the Northwest one-quarter (NW 1/4) of said Section, except any of such lands included in said Exchange Survey No. 0280.

Such description may be altered as platting considerations suggest.
Situated in the County of Chelan, State of Washington.

Legal description of proposed Plat of Yodelin Division No. 02:

That portion of the Southwest one-quarter (SW 1/4) of Section 1, Township 26 North Range 13 E.W.M., lying South of the South line of Mason Creek and within approximately 600 feet of the South line of Mason Creek, and West of the West line of Exchange Survey No. 280 of the United States Forest Service.

Such description may be altered as platting considerations suggest.
Situated in the County of Chelan, State of Washington.

EXHIBIT "B"

This plat of YODELIN embraces all that portion of the SW 1/4 of Section 1, T. 26 N., R. 13 E., W.M., described as follows:

Beginning at a point on the South line of said Section 1, S89°37'44" W 434.93 ft. from the S 1/4 cor. thereof; thence continuing S89°37'44" W, along said South line, 527.45 ft.; thence N3°01'37" E 1686.74 ft.; Thence N 25°36'05" W, 317.36 ft. to a point on the southerly margin of abandoned GNRR tunnel right of way; thence along said R/W N 51°38'52" E, 468.44 ft. to a point No. 14, ES. No. 280; thence S 38°19'42" E, 245.56 ft. to a point No. 15, E.S. No. 280; thence S 0°22'05" W, 448.73 ft. to a point No. 16, ES. No. 280; thence N 89°48'42" E, 77.64 ft.; thence S 3°01'37" W, 1359.22 ft.; thence S 11°31'23" E, 35.15 ft.; thence S 73°31'23" E 140.97 ft. to a point on the westerly margin of P.S.H. No. 15, also on a curve of which the tangent bears S 6°19'28" E.; thence Southeasterly along the arc of said curve to the left, having a radius of 5880.0 ft. and a central angle of 0°38'09", a distance of 65.25 ft. to a point which the center of said curve bears N 83°02'23" E.; thence N 73°31'23" W, 134.70 ft.; thence S 11°31'23" E 161.65 ft. to the Point of Beginning.

Subject to Easements & Reservations of Records.

Situated in the County of Chelan, State of Washington.

ADDENDUM

Addendum to Restrictive Covenants for Plat of Yodelin which was recorded January 15, 1968 in Volume 685, Page 1515, under Auditor's File No. 675281, records of Chelan County, Washington.

This addendum applies to the following described property:

Plat of Yodelin, according to the Plat thereof recorded in Volume 7 of Plats, Page 41, records of Chelan County, Washington, which is to be plotted as Plat of Yodelin, Division 1, 2 and Division 3.

1. Approved on December 30, 1989, by Yodelin Home Owners Association, the following addition to covenants running with the land is:

To help ease expenses and inconvenience caused by new hookups from new cabin owners, a motion was passed that: "A charge of \$500 for water hookup be assessed each cabin owner who applies for a building permit and that this be effective as soon as it is recorded in the Chelan County Records Division."

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YODELIN PROPERTY OWNERS' ASSOCIATION

Marilyn Milloy
Marilyn Milloy - President

Pat McGlashan
Pat McGlashan - Secretary

FEE 7.00
FILED RECORD
Aven Jonassen
'90 JAN 23 PM 2 04
Add 922 2132
CHELAN COUNTY WA 98829

10365 North Rd
Lev. 98826

BOOK 682 PAGE 2132