

Return Address:

Marita's Vineyard Estates Homeowners Association
PO Box 126
Chelan, WA 98816

Skip Moore, Auditor, Chelan County, WA. AFN # **2586464**
Recorded 09/21/2023 at 10:26 AM
COVEN Pages: 4
Filing Instrument \$206.50
MARITA'S VINEYARD ESTATES

Reference numbers of related documents: 2564867, 2564866

Grantors (Seller): MARITA PROPERTIES, LLC
Grantees (Purchaser): MARITA PROPERTIES, LLC
Legal Description (abbreviated):
Additional legal description is on Page _____ of documents

Assessor's Tax Parcel No.: 272217600010, 272217600020, 272217600030,
272217600040, 272217600050, 272217600060, 272217600070, 272217600080,
272217600090, 272217600100, 272217600110, 272217600120, 272217600130,
272217600140, 272217600150, 272217600160, 272217600170, 272217600180,
272217600190, 272217600200, 272217600210, 272217600220.



Plat of Marita's Vineyard Estates

First Amendment to Protective Covenants

Chelan County, Washington

I. RECITALS

Marita Properties, LLC, a Washington Limited Liability Company, hereafter referred to as the "Developer," caused to be recorded the Plat for Marita's Vineyard Estates, with the Chelan County Auditor, on March 31, 2022, at Auditor File Number 2564866 (hereafter "Plat"). On that same date, the Developer caused to be recorded Protective Covenants applicable to the Plat, which was recorded at Auditor File Number 2564867 (hereafter "Covenants").

Pursuant to Section 5.2 of the Covenants, every lot owner is a Member of the Association and pursuant to Section 5.3 each Member is entitled to one vote per Residential Lot. Pursuant to Section 5.9, Members may amend the covenants by written amendment that is approved by seventy-five percent (75%) of the Residential Lots. At the time of the execution hereof, Developer owns 19 of the 21 lots in the Development. By execution hereof, 19 of 21 lots approve this amendment.

The Developer hereby amends the protective Covenants; and the same shall continue to run with, benefit and burden the land described in the Plat.

II. AMENDMENTS

NOW THEREFORE, the following Amendments to the Covenants are made:

1. Section 7.7 is deleted in its entirety and replaced with the following:

7.7 Building Heights. Lots 20 and 21 shall have the following maximum roof heights measured at the highest roof segment and/or ridge line (not including chimneys) as an elevation in feet above sea level:

- a. Lot 20 – 1149
- b. Lot 21 – 1149

2. Section 7.9 is deleted in its entirety and replaced with the following:

7.9 Dwelling Size. No single-story dwelling shall be constructed having a fully enclosed main floor living area of less than 1,600 square feet (this does

not include garages, balconies, decks, patios, covered outdoor spaces, and the like), except on written waiver by the Board. If two stories, the main floor shall be not less than 1,200 square feet. On Lots 20 and 21, the dwelling shall not be less than 1,400 square feet.

3. In the fourth sentence of Section 7.16, the words "or delivery" shall be added such that this sentence shall be amended to hereafter read:

"No vehicles other than HOA and Utility maintenance or delivery vehicles shall be allowed to travel or park on either of the above-described access road and lane, other than owners and guests of Lots 18 and 19 traveling over the paved spur lane."

All other portions of Section 7.16 shall remain unchanged.

Except as specifically amended above, all other provisions of the Covenants are hereby ratified and affirmed and shall remain unchanged. The Covenants recorded March 31, 2022 at Auditor's File 2564867, together with this First Amendment, shall constitute the Protective Covenants of the Plat of Marita's Vineyard Estates.

As of the date of the execution hereof, Developer owns all Lots in Marita's Vineyard Estates except Lots 6 and 7.

DATED this 20th day of September, 2023.

Marita Properties, LLC
A Washington Limited Liability Company

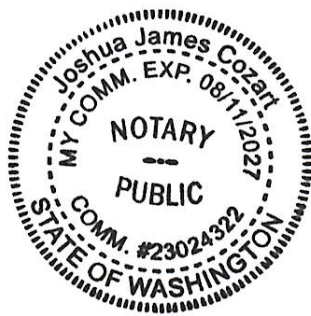
By M.D.B.
MARK D. BABCOCK, Manager

STATE OF WASHINGTON

COUNTY OF CHELAN

I certify that I know or have satisfactory evidence that Mark D. Babcock 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 Manager of Marita Properties, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20th day of September, 2023.



Joshua James Cozart
Print Name: Joshua James Cozart
Notary Public, State of Washington
Residing at: Chelan County
My Commission Expires: 08-11-2027