

Return Address:

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

Skip Moore, Auditor, Chelan County, WA. AFN # 2592874
Recorded 04/08/2024 at 09:31 AM
COVEN Pages: 4
Filing Instrument \$306.50
MARITA PROPERTIES LLC

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

Second 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 Amendment to the Covenants is made:

Section 7.6 is deleted in its entirety and replaced with the following:

7.6 Front Setbacks. County Code for the underlying RRR zoning requires front yard setbacks to be "twenty-five feet from the front property line or fifty-five feet from the street centerline, whichever is greater". In the case of this plat, the commonly owned street right of way is fifty feet wide, in which is contained street features consisting of paved lanes of travel, paved parking along the East curb, curb and gutters, 5 foot planting strips and sidewalk. The center of the fifty foot street right of way shall be considered "center" for the purposes of front setback measurement, resulting in front property lines being at twenty-five feet from "centerline". (It shall be noted that street monuments were offset for construction purposes and do not reflect "centerline" of the common right of way). **Thus to**

conform to County Zoning provisions , the front setback for this plat shall officially be thirty feet from front property lines for all lots fronting onto either side of Loretta Lane, except a twenty-five foot setback from front property line is allowed on an individual lot basis if approved by the County. (The Developer shall have an exception to this requirement, for Lot 17, where County Code provides a possible reduced front setback due to slope steepness. It shall be the Developer's sole decision whether to exercise this option.) Front setbacks for Lots 18 and 19 which do not front the street, shall be a minimum of twenty-five feet from the Northernmost boundary for Lot 18, and Twenty-five feet from the Southernmost boundary for Lot 19, subject to County Codes.

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 5th day of April, 2024.

Marita Properties, LLC
A Washington Limited Liability Company

By W.D.B. [Signature]
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 5th day of April, 2024.



Joshua James Cozart
Print Name: Joshua James Cozart
Notary Public, State of Washington
Residing at: Chelan County
My Commission Expires: 8/11/2027