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NO EXCISE TAX REQUIRED
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By Shayla A 3/9/2022
Deputy

**DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS,
CONDITIONS, AND RESTRICTIONS FOR CHELAN BAY
(A Common Ownership Interest Plat Community)**

Grantor/Grantee: Tripen, Inc., a Washington corporation

Legal Description (abbreviated): Lake Park Block 9, Chelan County, Washington. Additional legal on Ex. A.

Assessor's Tax Parcel ID#: 272214662228

THIS DECLARATION is made this 11th day of January, ~~2024~~ 2022, by TRIPEN, INC., a Washington corporation (the "Declarant").

RECITALS

- A. Declarant is the owner of certain land situate in Chelan County, State of Washington, more particularly described on "Exhibit A" attached hereto and made a part hereof (the "Property").
- B. Declarant intends to develop or cause to be developed on the Property, in one or more phases, twelve (12) building lots for housing with appurtenant amenities (collectively, "Lots", and each individually, a "Lot") and open space to be known as CHELAN BAY, a common ownership interest plat community (the "Development"), and one commercial parcel identified on the attached Exhibit "B" as lot 13 (the "Commercial Parcel"). The Development does not include the Commercial Parcel, and the Commercial Parcel is not subject to this Declaration.
- C. A representation of the Commercial Parcel and the Development, showing the division of the Property into Lots, tracts, common elements, and the Commercial Parcel, is attached hereto as "Exhibit B" (the "Map") which Map has been recorded with the Chelan County under Auditor No. 2543597.
- D. Declarant desires to subject the Property (excluding the Commercial Parcel) and the improvements located or to be located thereon, to the covenants, easements, conditions, and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property (excluding the Commercial Parcel) and the improvements thereon and are for the purpose of distributing among the owners of

Lots (each individually, an "Owner", and collectively, the "Owners") the cost of maintaining and operating the Common Areas (as hereinafter defined) and any improvements constructed thereon.

- E. Declarant has caused or will cause a Washington nonprofit membership corporation, known or to be known as Chelan Bay Homeowners Association (the "Association"), to be formed in order to perform certain functions on behalf of the Owners of Lots within the Development, including, but not limited to, the enforcement of the covenants, conditions, and restrictions set forth herein.
- F. Declarant hereby declares that the Property (excluding the Commercial Parcel) shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Property (excluding the Commercial Parcel) and shall be binding upon all parties having any right, title, or interest in the Property (excluding the Commercial Parcel) or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each Owner of the Property (excluding the Commercial Parcel) or any part thereof and their respective heirs, personal representatives, successors, and assigns, and the Association.

I. PROPERTY RIGHTS

1.1 Grant of Lots. Declarant shall hereafter hold, grant and convey the Development, and any part thereof, including, but not limited to Lots, subject to the covenants, conditions, easements and restrictions herein set forth.

1.2 Number of Lots. 12 Lots have been created within the Development.

1.3 Grant of Common Areas. Declarant covenants that it will convey to the Association the real property identified as Tract A as depicted on the Map ("Tract A"). Tract A (including the open space, pedestrian trails, viewing platforms, landscaping, driveways, and other improvements thereon), and the driveways identified as Private Drive A (which benefits Lots 1-4), Private Drive B (which benefits Lots 5-8), and Private Drive C (which benefits Lots 9-12, as well as the Commercial Parcel) as depicted on the Map, together with the common fencing around the Development's external boundary, driveway gates (if any), utilities, sewer lines, and stormwater facilities located thereon, are collectively referred to herein as the "Common Areas". The Association shall accept from Declarant Tract A, and the easements for the other Common Areas, with such improvements as may be constructed thereon at the time of such conveyance and shall hold them subject to the provisions hereof. The responsibility for the maintenance and repairs to Common Areas shall be vested in the Association and the costs for maintenance and repair of the Common Areas shall be allocated to members of the Association by the Association. In addition, the Association shall be responsible for all maintenance required of the Association pursuant to that certain Public Easement and Maintenance Agreement dated January 28, 2022 and recorded under Chelan County Auditor's File No. 2563600 (the "Public Easement and Maintenance Agreement"), which shall be part of the Common Areas as defined herein. The shared docks located on the Lots are not Common Areas herein and the use and maintenance of such shared docks is as provided in those certain Shared Dock Use Agreements recorded on the respective Lots. In addition, the public dock located on Lot 13 and the public parking located on Lot 13 are not Common Areas herein. While the sewer lines within the Common Areas shall be

the responsibility of the Association herein, any grinder pumps installed for a particular Lot, and the maintenance and repair thereof, shall be the responsibility the Owner of such Lot.

1.4 Owner's Easements of Use and Enjoyment. Every Owner, and the Owner's guests or tenants, shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following restrictions:

1.4.1. The right of the Association to suspend the voting rights and right to use of the Common Areas and any recreational facilities thereon by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

1.4.2. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by at least 80% of the votes in the Association agreeing to such dedication or transfer has been recorded;

1.4.3. All rights of the public pursuant to the Public Easement and Maintenance Agreement;

1.4.4. The right of the Association to exclusive use and management of said Common Areas for utilities such as pumps, pipes, wires, conduits, retention ponds, and other utility equipment, supplies and materials;

1.4.5. The rights reserved to the Declarant in the Declaration; and

1.4.6. The other restrictions, limitations and reservations contained or provided for in this Declaration, the Articles and Bylaws of the Association, and rules or regulations adopted by the Association.

1.5 Delegation of Use. Any Owner may delegate, in accordance with the rules established by the Association, its right of use and enjoyment to the Common Areas and facilities to the members of its family, its tenants, or contract purchasers, who reside on a Lot.

1.6 Structures. Except as otherwise permitted by the provisions of this Declaration, no structure shall be erected, placed or maintained on any Common Area except: (i) structures designed exclusively for the common use of Owners and/or the public as provided in the Public Easement and Maintenance Agreement, including, but not limited to, benches, chairs or other seating facilities, signage, fences and walls, walkways, driveways, trails, playgrounds, and similar recreational facilities; and (ii) pumping stations, drainage, storm and utility systems. The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Common Areas and for aesthetic reasons.

1.7 Rules. The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall apply equally to all Owners.

1.8 Association Management. The Association may improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of illustration, and not limitation, streets, roadways, sidewalks, parking areas, parks, retention ponds, and all trees, shrubbery and other plants and landscaping, together with any items of personal property placed or installed thereon, at the cost and expense of the Association.

1.9 Declarant Control. The Declarant shall have the authority to appoint and remove officers and board members and to veto or approve a proposed action of the Board or Association ("Declarant Control") until the earliest of:

- (a) Sixty days after conveyance of seventy-five percent of the Lots to Lot Owners other than a Declarant;
- (b) Two years after the last conveyance of a Lot, except to a dealer;
- (c) The day the Declarant, after giving notice in a record to Lot Owners, records an amendment to this Declaration voluntarily surrendering all rights to appoint and remove officers and board directors.

In addition, election of Board Members once twenty-five percent (25%) of the Lots are transferred to Owners and fifty percent (50%) of the Lots are transferred to Owners must be effectuated in compliance with RCW 64.90.415(3). Notice of termination of Declarant Control shall be provided in compliance with RCW 64.90.415(4).

1.10 Use for Sales Purposes. The Declarant may maintain sales offices, management offices, signage, and models in Lots or on common elements in the Development. This right may be exercised until all Lots owned by the Declarant have been sold.

1.11 Easement for Improvements. The Declarant may use easements through the Common Areas for the purpose of making improvements in the Property. This right may be exercised until all Lots owned by the Declarant have been sold.

1.12 Dock Access Easements. The nonexclusive 20' Dock Access Easement located on Lot 3, as depicted on the Map, shall be reasonably maintained by the Owner of Lot 3, in his or her discretion and at his or her expense, for the benefit of Lot 1 for pedestrian use to access the dock. The nonexclusive 20' Dock Access Easement located on Lot 7, as depicted on the Map, shall be reasonably maintained by the Owner of Lot 7, in his or her discretion and at his or her expense, for the benefit of Lot 5 for pedestrian use to access the dock. Such Dock Access Easements are not Common Areas herein.

II. DECLARANT TRANSFER OF CERTAIN COMMON AREAS

2.1 Certain Common Areas Ownership. Declarant holds fee title ownership to Tract A within the Common Areas. Declarant shall transfer title to Tract A to the Association on or before the termination of Declarant Control by means of a quitclaim deed.

III. HOMEOWNERS ASSOCIATION

3.1 Purpose. The Association shall be formed by the Declarant for the purpose of managing the Common Areas, maintaining other facilities owned by the Association, and enforcing the Declaration.

3.2 Membership. Every person or entity who is an Owner shall be a member of the Association (each, individually, a "Member", and collectively, "Members"). Membership shall be appurtenant to and may not be separated from the Owner's interest in a Lot or Lots within the Development. All Members shall have rights and duties as specified in this Declaration, and in the Articles, Bylaws and Rules and Regulations of the Association. The Association shall be governed by a Board of Directors as set out in the Bylaws.

3.3 Voting Rights. There shall be one vote for each Lot owned by an Owner in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation such as a lender or creditor. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subjected to assessment by the Association.

If the Owner of a Lot is other than one (1) individual, the Owner shall specify in writing to the Association the individual who is the Member of the Association for the Lot. In the absence of such written specification, assessments shall nevertheless be charged against the Lot and the Owner thereof, but there shall be no right to vote the membership. The Member must be an individual who is either an Owner or, if the Owner is or includes a person other than an individual; an individual who is partner, if the Owner is or includes a partnership; or an officer of the corporation, if the Owner is or includes a corporation; or a beneficiary of the trust, if the Owner is or includes a trust; or an owner of the entity, if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust. The Member, as so specified, shall be the only person entitled to vote for the Owner of the Lot at Association meetings and elections. An Owner may change the individual who is the Member for his or her Lot, provided each such individual is eligible to be a Member hereunder, in such manner and with such frequency, and subject to such reasonable processing fees, as the Board from time to time may permit.

3.4 Maintenance.

3.4.1 The Association shall maintain the Common Areas and improvements located thereon in the same condition as a reasonable prudent Owner would maintain his own home so that the Development will reflect a high pride of ownership.

3.4.2 Each Owner hereby covenants and agrees to maintain the Owner's respective Lot in the same condition as a reasonably prudent Owner would maintain his own home so that the Development will reflect a high pride of Ownership. If any Owner shall fail to so maintain the Owner's Lot, the Association shall have the right to notify said Owner in writing of the maintenance required. If said maintenance shall not be performed within thirty (30) days from the date said notice is delivered to the non-performing Owner, the Association shall have all remedies as provided in this Declaration.

3.5 Common Expenses.

3.5.1 Certain expenses shall be paid by the Association for the benefit of all Owners and shall be referred to as common expenses. The common expenses shall be paid by the Association from funds collected monthly, quarterly, or semiannually and special assessments to be paid by Owners.

All expenses of maintaining and operating the Common Areas owned by the Association within public right of way or easements on private property, whether held by the Declarant of the Association, together with all expenses of maintenance required of the Association pursuant to the Public Easement and Maintenance Agreement, shall be common expenses. The common expenses shall include, but not be limited to, the following:

- (i) The expenses of maintaining the Common Areas and storm water facilities held by either the Association or the Declarant;
- (ii) The cost maintaining insurance coverage on Common Areas and storm water facilities held by the Association of the Declarant;
- (iii) Costs of operating the Association;
- (iv) Any other expenses which shall be designated as a common expense in the Declaration or, from time to time, by the Association;
- (v) Expenses for maintaining insurance and repair for all signs relating to the Common Areas;
- (vi) Expenses for repair and maintenance for any future Common Area improvements as determined by the Board;
- (vii) Expenses for maintenance, insurance, and all other obligations of the Association pursuant to the Public Easement and Maintenance Agreement.

3.5.2 An adequate reserve fund for the replacement of Common Area improvements, including, but not limited to storm water facilities, shall be established and shall be funded by depositing into said fund a portion of the assessments collected from the Owners. The portion of the assessments deposited into said reserve fund shall be determined by the Declarant until termination of Declarant Control, and thereafter by the Association.

3.6 Assessments.

3.6.1 From and after the date the first sale from the Declarant to an Owner is executed and the transaction relating thereto is closed, each Lot shall be subject monthly, quarterly, semi-annual or annual assessments or charges in an amount to be determined by the Declarant until the termination of Declarant Control, and thereafter by the Association. The amount of assessments shall be that necessary to pay common expenses. The amount of the assessments may be increased or decreased periodically as may be necessary from time to time to properly provide for payment of said common expenses. Upon the closing of the sale of a Lot from Declarant to a Lot Owner, an initial assessment of two (2) months' estimated assessments shall be paid by the Lot Owner to the Association at closing.

3.6.2 The amount of the assessments shall be assessed equally among all twelve Lot Owners and the owner of the Commercial Parcel in 1/13th shares. The assessment to the owner of the Commercial Parcel and the obligations of the Commercial Parcel are set forth in and shall be as provided in that certain Agreement for Reimbursement of Maintenance Costs, recorded on March 9, 2022 under Chelan County Auditor's No. 2563602.

3.6.3 The Association shall, upon written demand, furnish a certificate in writing, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made for these certificates.

3.6.4 In addition to the assessments authorized above, the, the Association, by and through its Board of Directors, may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas, including storm water facilities owned by the Association located within easements on private property, as deemed necessary by the Board of Directors of the Association. The special assessment to be charged shall be equal for all Lots. Special assessments may be payable in monthly installments, quarterly installments or such other periodic installments as shall be determined by the Association.

3.7 Collection of Assessments, Enforcement of Declaration, Attorneys' Fees and Costs.

3.7.1 All assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge against and shall be a continuing lien upon said Lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner at the time the assessment fell due.

3.7.2 If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from the due date at the higher of twelve percent (12%) or the maximum rate allowed by law. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such nonpaying Owner personally for the collection of delinquent assessments as debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a Washington mortgage on real property, and each owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens shall be in favor of the Association, shall be for the benefit of the Association, and the amount of said liens shall include interest, costs of collection and reasonable attorneys' fees. The Association shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the Association employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce compliance with specific performance of this Declaration, Articles, Bylaws, rules and regulations of the Association or provisions of this Declaration, the Association shall be entitled to the award of reasonable attorneys' fees and costs incurred. In the event any Owner shall be in arrears in the payment of the assessments due or shall be in default of the performance of any terms of the Articles, Bylaws, or rules and regulations of the Association or this Declaration for a period of thirty (30) days, said Owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Owners as may be provided in the Articles, Bylaws, rules and regulations of the Association. The Board of Directors may adopt a schedule of reasonable fines

to be imposed against Lot Owners for any violations of the covenants set forth in this Declaration, which may be amended from time to time by the Board of Directors.

3.8 Budget. The Board of Directors of the Association shall prepare and adopt a proposed budget to determine appropriate annual assessment amounts as provided herein. Within thirty days after adoption of any proposed budget, the Board must provide a copy of the budget to all the Lot Owners and set a date for a meeting of the Lot Owners not less than fourteen nor more than fifty days after providing the budget. The budget shall be ratified unless, at that meeting of Lot Owners, a majority of the votes in the Association reject the budget, whether or not a quorum is present.

If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a subsequent budget proposed by the Board; and the budget must include:

- (a) The projected income to the Association by category;
- (b) The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category;
- (c) The amount of the assessments per Lot and the date the assessments are due;
- (d) The current amount of regular assessments budgeted for contribution to the reserve account;
- (e) A statement of whether the Association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study; and
- (f) The current deficiency or surplus in reserve funding expressed on a per Lot basis.

3.9 Reserve Study. An initial reserve study shall be performed by a reserve study in compliance with the requirements of RCW 64.90.545. Thereafter, an updated reserve study must be annually prepared. Every third year the reserve study must be updated by a reserve study professional.

3.10 Reserve Account. The Association shall establish one or more reserve accounts for the replacement costs for reserve components in compliance with RCW 64.90.535.

IV. GENERAL COVENANTS AND MAINTENANCE

4.1 Subdivision. No Lot may be further subdivided into additional lots, unless approved by the Declarant during the period of Declarant Control.

4.2 Maintenance of Vacant Lots. It is the intent of these restrictions that vacant Lots to be maintained in a reasonably presentable condition, including weed control and regular mowing.

4.3 Animals. No animals shall be allowed, except for a few traditional household pets, unless otherwise approved by the Association. All animals must be kept within the boundary of the Owner's Lot, except when leashed.

4.4 Electrical and Telephone Service. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained on any Lot other than on Common Areas for limited purpose of providing landscaping or other lighting to Common Areas and improvement located thereon. All Owners shall use underground service to connect to the underground electrical or telephone utility facilities.

4.5 Refuse. No trash, garbage, rubbish, refuse or other solid waste of any kind, including without limitation, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the Lot. Garbage and similar solid waste shall be kept in sanitary containers well-suited for that purpose. The Association shall have the right to order clean-up of a Lot in violation of this provision after the Association provides twenty (20) days' written notice to the Owner. The cost of the cleanup will be billed to the Lot Owner.

4.6 Storage/Storage Tanks. No above or underground storage tanks for fuel or gas shall be permitted within any Lot, except for small above-ground tanks for common residential uses (e.g. barbecue, fireplace, stove, etc.). Storage of personal property and other equipment on Lots shall be reasonably screened. A Lot Owner may not use a Lot for storage of equipment or construction materials prior to commencing construction.

4.7 Temporary Dwellings. No mobile homes, trailers, tents, or other outbuildings shall be used on a Lot at any time, either temporarily or permanently, except during actual construction of a permanent structure when such use shall be limited to six (6) months, and except the job trailer used by builders. No freestanding outhouse or lavatory for privy purposes shall be erected or maintained or placed on any Lot or Lots; provided that during actual construction of a permanent structure, an outhouse or lavatory must be provided. Except during construction, such convenience must be incorporated within or be part of the building to which they appertain.

4.8 Natural Drainage. No Owner shall change or interfere with the natural drainage.

4.9 Excavations. No excavation for minerals, stone, gravel or earth shall be made upon any Lot other than excavation for necessary construction purposes relating to main dwelling lots, retaining and court walls, outbuildings and pools, and for the purpose of contouring, shaping, fencing and generally improving any Lot.

4.10 Signs. Except for "For Sale" signs and signs regarding candidates for public or Association office, or ballot issues, no bill or advertising sign of any kind may be erected, placed or maintained on any Lot or Lots or on any building or structure thereon. No sign may be more than three and one-half feet (3½') square, except with the prior written permission of the Association.

4.11 Businesses. Except as provided in Paragraph 4.19, use of Lots shall be limited to residential use only and traditional home offices for remote working. No store or business shall be carried on upon any Lot or permitted thereon, which involves on-premises sales, or which constitutes a nuisance. For clarity and as set forth above, the adjacent Commercial Parcel is not

subject to this covenant, nor the remainder of this Declaration.

4.12 Illegal Activities. No illegal activities are permitted.

4.13 Antenna. There shall be no antenna of any sort either installed or maintained which is visible from a neighboring Lot. Satellite dishes and Direct TV are prohibited except small dishes less than 18" in diameter.

4.14 Sightliness. Lot Owners shall make reasonable efforts to screen, conceal and/or wall in all clotheslines, garbage cans, equipment, motorcycles, snowmobiles, boats, and storage piles to conceal them from the direct view or line of sight of the neighboring Lots and streets. Lot Owners shall make reasonable efforts to screen or garage recreational vehicles, including but not limited to, campers, trailers, all-terrain vehicles, boats, and motor homes, so as to reasonably conceal such recreational vehicles from the direct view or line of sight of neighboring Lots and streets. No more than one recreational vehicle or trailer may be parked outside of the garage on a long-term basis and must be parked beyond the front face of home or garage.

4.15 Fires. There shall be no exterior fires whatsoever, except for barbecues or propane burning fireplaces or firepits.

4.16 Disturbed Earth. Removal and disruption of vegetative cover shall be minimized to protect the existing vegetation to the fullest extent possible. Disturbed areas shall be reseeded or landscaped. All banks created by house excavation must be compacted and rounded, and seeded or landscaped rather than simply sloughed off, and shall not exceed a slope of two to one, unless the Lot Owner provides an engineer report indicating that steeper slope is appropriate.

4.17 Driveways. Asphalt pavement or concrete shall surface all driveways.

4.18 Street Parking. Lot Owners shall limit on street parking to temporary and necessary use for special occasions. Overnight street parking is prohibited in all areas of the Development. All parking for recreational vehicles or boats shall be enclosed within a garage, and no recreational vehicles or boats shall be parked on the street or unenclosed on a Lot for more than 24 hours.

4.19 Short Term Rentals. Short-term rentals of thirty (30) days or less are expressly allowed on Lots 9, 10, 11, and 12, provided that:

(a) such short-term rental operations shall comply with all applicable governmental restrictions or requirements;

(b) such short-term rental operations must be handled through a property management company with the following qualifications:

(i) At least five years' experience in the short-term rental industry in the Lake Chelan region; and

(ii) Not less than 10 properties under management.

(c) a minimum 5-day rental period shall be required for such short-term rental; and

(d) such short-term rental operations shall be conducted by the property management company pursuant to a short-term rental agreement in a standard form approved by the majority of the Owners of Lots 9, 10, 11, and 12.

Short-term rentals of thirty (30) days or less are expressly prohibited on the remaining Lots 1, 2, 3, 4, 5, 6, 7, and 8. Long term rentals of thirty (30) days or more are expressly allowed on all Lots, subject to applicable governmental restrictions and requirements.

4.20 Code and Zoning Restrictions. All uses and structures on Lots must comply with City of Chelan Municipal Code and all zoning restrictions therein.

V. BUILDING COVENANTS

5.1 Residential Dwellings. No structure shall be erected on any Lot except for one single-family dwelling and associated accessory buildings. If permitted by applicable zoning, ancillary or additional dwelling units may be constructed only upon approval of the Board of Directors, which shall be determined based upon Lot size, primary residence placement, coverage area, density, view consideration and other such factors.

5.2 Existing Structures. No existing structure of any nature shall be moved onto a Lot, except for small sheds or storage structures, which may be installed only upon approval of the Board of Directors, determined based upon structure, size and height, placement, style, view construction and other such factors.

5.3 Code. All buildings shall conform to the Uniform Building Code.

5.4 Materials. The use of new materials on all exterior surfaces shall be required, except that used brick and reclaimed beams are permissible. Exteriors constructed from materials indigenous to the Pacific Northwest are desired. No reflective finishes (other than glass or hardware fixtures) shall be used on exterior surfaces, including, but not limited to, the exterior surface of any of the following: roofs, all projections above roofs, fences, doors, trims, window frames, pipes, equipment and mailboxes.

5.5 Height Limit. No structure on any Lot shall exceed any City of Chelan height restrictions.

5.6 Roof Slopes. Geodesic or A-frame roofs are not allowed.

5.7 Roof Materials. No building or structure shall be permitted on any Lot without an earth-colored architectural composition, metal, concrete tile or clay tile roof.

5.8 Dwelling Size. No dwelling shall be constructed having a fully enclosed living area of less than 1,250 square feet (this does not include garages, balconies, patios and the like), except on approval by the Board of Directors. Dwellings shall not exceed two stories.

5.9 Garages. All Lots shall have fully enclosed garages that accommodate no fewer than two cars. The minimum size for a two or more car garage is 350 square feet. Parking inside the garage is preferred. No more than two vehicles may be parked outside the garage on a long-term basis.

5.10 Fences. Any fence, which is built, must be approved by the Board of Directors and must be maintained in an aesthetic manner, so that the fence is not broken, leaning, or otherwise has a shabby appearance. Fencing is an extension of the home and must be

preserved in both an aesthetic and well-maintained manner. The Board of Directors has the power to evaluate the adequacy of the fencing in a subjective manner. All fencing shall comply with the City of Chelan Municipal Code.

5.11 Time of Completion. Any dwelling or structure erected on a Lot shall be completed as to external appearance, including finished painting, within 18 months from the date of commencement of construction. Provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, order of governmental authorities or any other interruption beyond the control of the Owner.

5.12 Repair. All buildings located on the Lot shall be kept in good repair and in a generally attractive condition.

5.13 Spark Arresters. Spark arresters of a type approved by the local Chelan County Fire District must be installed on all chimneys.

VI. AESTHETIC CONTROL AND DESIGN COVENANTS

6.1 Aesthetic Control and Enforcement. The Board of Directors of the Association shall be responsible for the administration and plan design review and approval with respect to the Section 5 Building Covenants and these Section 6 design covenants, and enforcement thereof. Until the termination of Declarant Control, the Declarant shall act as the Board of Directors.

6.2 Approvals. No less than thirty (30) days before the date construction is scheduled to begin, and prior to submittal of plans to the City for a building permit, each Owner shall provide to the Board of Directors for the Board of Directors' review and approval, at the Owner's sole cost and expense, one set of house elevations, exterior specifications, including three paint colors (body, trim and accent), and the plot plan. No building, including out buildings, shall be erected, placed or altered on any Lot until house elevations, exterior specifications, and plot plans showing the location of the structure, driveway, and landscaping plan, have been approved in writing by the Board of Directors. The Board of Directors will be examining material quality, harmony of exterior design with existing structures, the intended nature of the Development, and the site location with respect to topography and finished grade elevation.

6.3 Landscaping. The landscaping approved by the Board of Directors must be completed within one year from the date the dwelling is first occupied. No trees, hedges or shrubs shall be grown or maintained in a fashion that unreasonably interferes with any other Lot Owner's use and enjoyment of their respective properties. The Board of Directors shall determine whether any given trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be conclusive. No fruit trees shall be planted in the front yard. Each home shall be professionally landscaped around the entire perimeter of the home (if the layout of the house plans allows). Decks, patios or driveways may be included within this area. Some Lots contain mitigation plantings, as depicted on the attached Exhibit "C", which was required in connection with the Shoreline Substantial Development Permit for the Development and/or in connection with the approval of the Development. All such mitigation plantings on the Lots shall be maintained by the Owner of such Lot in compliance with such permits and requirements.

6.4 Alterations. The same requirement shall apply to any subsequent exterior alterations, additions, or changes of exterior material and/or color schemes.

6.5 General Design Criteria. This Development is intended to be a high-quality development, and all building plans and specifications for construction within the Development will be reviewed by the Board of Directors.

VII. INDEMNIFICATION & OFFICER LIABILITY

7.1 Indemnification. To the fullest extent permitted by law, every director and officer of the Association and Declarant (to the extent a claim may be brought against the Declarant by reason of his appointment, removal or control over Members of the Board) shall be indemnified by the Association, and every other person servicing as an employee or direct agent of the Association, against all expenses and liabilities, including without limitation, attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in case of Declarant by reason of having appointed, removed, controlled or failed to contract Members of the Board), or any settlement thereof, whether or not he is a director or officer or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, or other person, or Declarant, did not act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

7.2 Non-Liability of Officers. To the fullest extent permitted by law, neither Declarant, the President, the Board, any committees of the Association, or any Member thereof, nor any directors or officers of the Association, shall be liable to any Member, Owner, occupant, the Association, or any other person or any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of drawings or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith in which Declarant, the President, the Board, or such committee or person reasonable believed to be within the scope of their respective duties.

VIII. BOUNDARY LINE ADJUSTMENTS

8.1 Boundary Line Adjustments. Declarant shall retain and have the right at any time and from time to time to adjust any Lot line, boundaries, or configuration of the Property with respect to any Lots, Common Areas, or other property which are retained by or otherwise owned or controlled by Declarant, including without limitation, the Commercial Parcel, provided, however, Declarant shall not have the right or authority to move or adjust the boundary of any Lot(s) owned by another party without first obtaining the consent of such party.

IX. UTILITY COVENANTS

9.1 Stormwater. Stormwater facilities located within the Development shall be maintained by the Association in accordance with applicable permits and governmental requirements.

X. AMENDMENTS

10.1 Amendment to Declaration. Except in cases of amendments to this Declaration that may be executed by the Declarant, amendments to this Declaration shall be made only by vote of agreement of Owners of Lots comprising at least sixty-seven percent (67%) of the votes of the Association; provided that any amendment to Paragraph 4.19 above shall require the unanimous consent of all Owners. All amendments must be made in writing and recorded in Chelan County, Washington. All amendments of the Declaration are subject to the requirements and restrictions codified at RCW 64.90.285.

XI. TERM; TERMINATION

11.1 Term and Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for twenty (20) years from date of its recordation, and thereafter shall continue for consecutive periods of ten (10) years each, unless there is an affirmative vote, not more than three hundred sixty (360) days prior to the date otherwise scheduled for commencement of the next extension of the term of this Declaration, to terminate this Declaration by a vote of at least eighty percent (80%) of Owners at a duly-held meeting of the Owners. If the necessary votes and consents are obtained, the Board shall cause to be recorded with the County Auditor of Chelan County, Washington; a certificated of termination, duly signed by the president or a vice president of the Association and attested by the secretary or assistant secretary of the Association, with their signatures acknowledged. Thereupon, this Declaration, as of the date the next extension of the term of this Declaration would otherwise have commenced, shall have no further force and effect, and the Association shall be dissolved.

XII. MISCELLANEOUS

12.1 Severability. The provisions hereof shall be deemed independent in severable, and the invalidity or partial invalidity or unenforceability of any provision shall not affect any other provision hereof.

12.2 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing in any dispute of the enforcement of these covenants shall be entitled to recover reasonable attorney's fees.

12.3 RCW 64.90 et. seq. In the event of a conflict between the provisions of this Declaration and the requirements of RCW 64.90 ("WUCIOA") the statutory requirements of WUCIOA shall control.

EXHIBIT "A"
(Property Description)

All of Block 9, Plat of the Town of Lake Park, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, Page 27, together with that portion of vacated Boulevard Avenue adjoining, which upon vacation, attached to said property by operation of law.

EXCEPT that portion if any, lying adjacent to Lot 1 through 11, Block 2, of said recorded plat, as conveyed by deed recorded April 18, 1961 under Recording No. 578247.

ALSO EXCEPT Right of Way for SR 97 A.

EXHIBIT "B"
(Map)

PLAT OF:
CHELAN BAY
 A COMMON OWNERSHIP INTEREST PLAT COMMUNITY
 BLOCK 6, PLAT OF LAKE PARK, AND VACATED BOULEVARD AVENUE,
 WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5, SEC. 14, T27N, R23E, W1E, CITY OF CHELAN, CHELAN COUNTY, WA
 SDP 2015-10, BEPA 2015-10, SUB 2015-10

EXHIBIT B
 (MAP)

LEGEND/ABBREVIATIONS

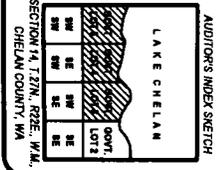
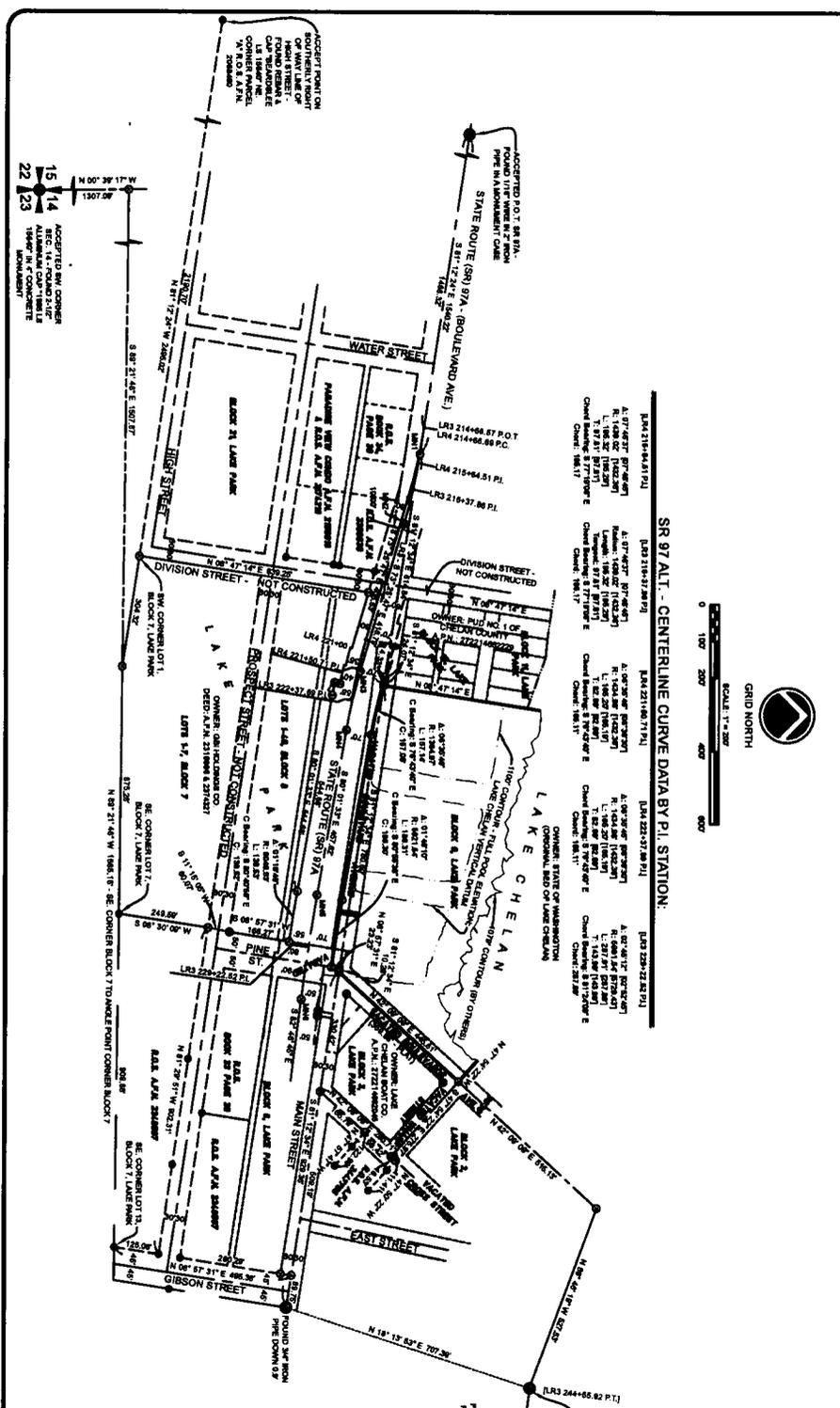
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- FOUND REBAR AND CAST IRON OR AS NOTED
- COMPUTED POINT - AS STATED ON CURVE POINT OR OTHER
- COMPUTED CURVE POINT OR EVALUATION
- BEST PLACING CURVE POINT AS EVALUATION
- APPROVED TO BE SET AT A LATER DATE
- [] RECORD DATA FOR SET AT POINT OF PLANS REQUESTED PERSON, DISTANCE SHOWN IN COMPARISON WITH DATA COMPUTED FOR THIS SURVEY OR ACCEPTED
- A.P.N. ASSESSOR'S PARCEL NUMBER
- A.P.N. AUTOPROP. PAR. NUMBER
- R.O.L. RECORD OF SURVEY

MONUMENT NOTES (MN) - CENTERLINE SR 97 ALT.:

- MN1 [LR3 216-46.84 FC] FOUND 1/16" WIRE IN 2" IRON PIPE IN MONUMENT CASE BEARING N 11° 12' 24" W 0.81' FROM COMPUTED POINT
 - MN2 [LR3 217-46.28 FC] FOUND 1/16" WIRE IN 2" IRON PIPE IN MONUMENT CASE BEARING N 77° 28' 47" W 0.19' FROM COMPUTED POINT
 - MN3 [LR3 221-44.48 FC] FOUND 1/16" WIRE IN 2" IRON PIPE IN MONUMENT CASE BEARING N 17° 28' 47" W 0.19' FROM COMPUTED POINT
 - MN4 [LR3 225-28.28 FC] FOUND 1/16" WIRE IN 2" IRON PIPE IN MONUMENT CASE BEARING N 17° 28' 47" W 0.19' FROM COMPUTED POINT
 - MN5 [LR3 227-78.82 FC] FOUND 1/16" WIRE IN 2" IRON PIPE IN MONUMENT CASE BEARING S 89° 19' 52" E 0.69' FROM COMPUTED POINT
 - MN6 [LR3 228-44.44 FC] FOUND 1/16" WIRE IN 2" IRON PIPE IN MONUMENT CASE BEARING N 11° 12' 24" W 0.81' FROM COMPUTED POINT
- NOTE: SEE SURVEYING AND CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPUTED FOR THIS SURVEY FOR TO SET. SEE SHEET 13 OF 4 FOR APPROVED. ALL CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPUTED FOR THIS SURVEY OR ACCEPTED. ALL CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPUTED FOR THIS SURVEY OR ACCEPTED. ALL CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPUTED FOR THIS SURVEY OR ACCEPTED.

SR 97 ALT. - CENTERLINE CURVE DATA BY P.I. STATION:

Station	Curve Data	Station	Curve Data	Station	Curve Data
LR3 216-46.84 FC	Radius: 100.00', Length: 100.00', Chord Bearing: S 77° 28' 47" E, Chord: 100.00'	LR3 221-44.48 FC	Radius: 100.00', Length: 100.00', Chord Bearing: S 77° 28' 47" E, Chord: 100.00'	LR3 225-28.28 FC	Radius: 100.00', Length: 100.00', Chord Bearing: S 77° 28' 47" E, Chord: 100.00'
LR3 217-46.28 FC	Radius: 100.00', Length: 100.00', Chord Bearing: S 77° 28' 47" E, Chord: 100.00'	LR3 227-78.82 FC	Radius: 100.00', Length: 100.00', Chord Bearing: S 77° 28' 47" E, Chord: 100.00'	LR3 228-44.44 FC	Radius: 100.00', Length: 100.00', Chord Bearing: S 77° 28' 47" E, Chord: 100.00'



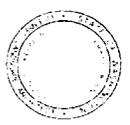
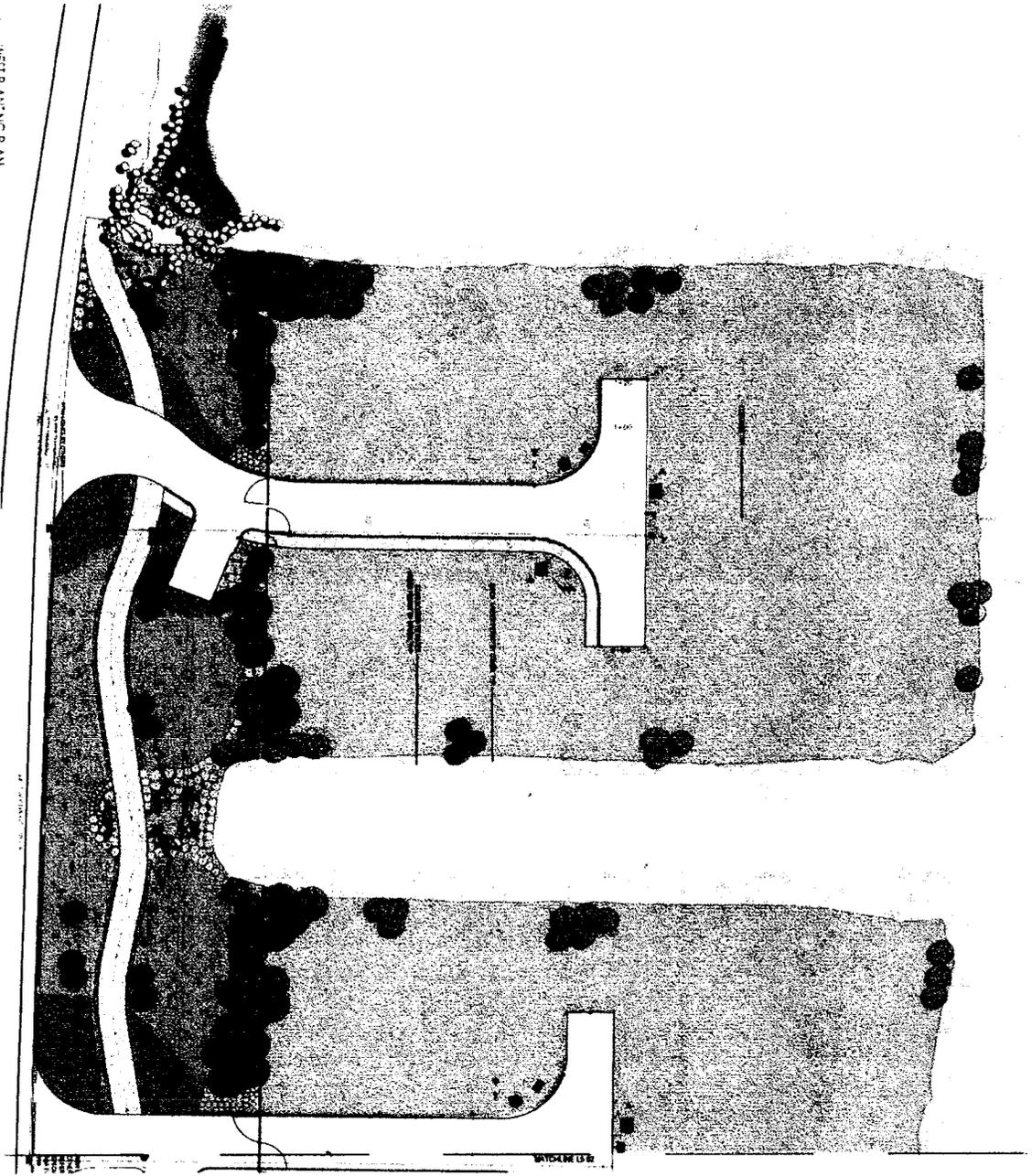
PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING
 P.O. Box 4269 WENATCHEE, WA 98807-04269
 Phone: (509) 436-1640
 48dnorth.com

DATE: SEPTEMBER 28, 2021 **DRAWN BY:** EBG
DRAWING: 18-039 GBI PLATR2 91-2 DWG **PROJECT:** 18-039



EXHIBIT "C"
(Mitigation Plantings)

3. WEST PLANTING PLAN



CHELAN BAY

LAKE CHELAN CHELAN BAY
 WEST WOODEN AVENUE
 CHELAN, WA 98815

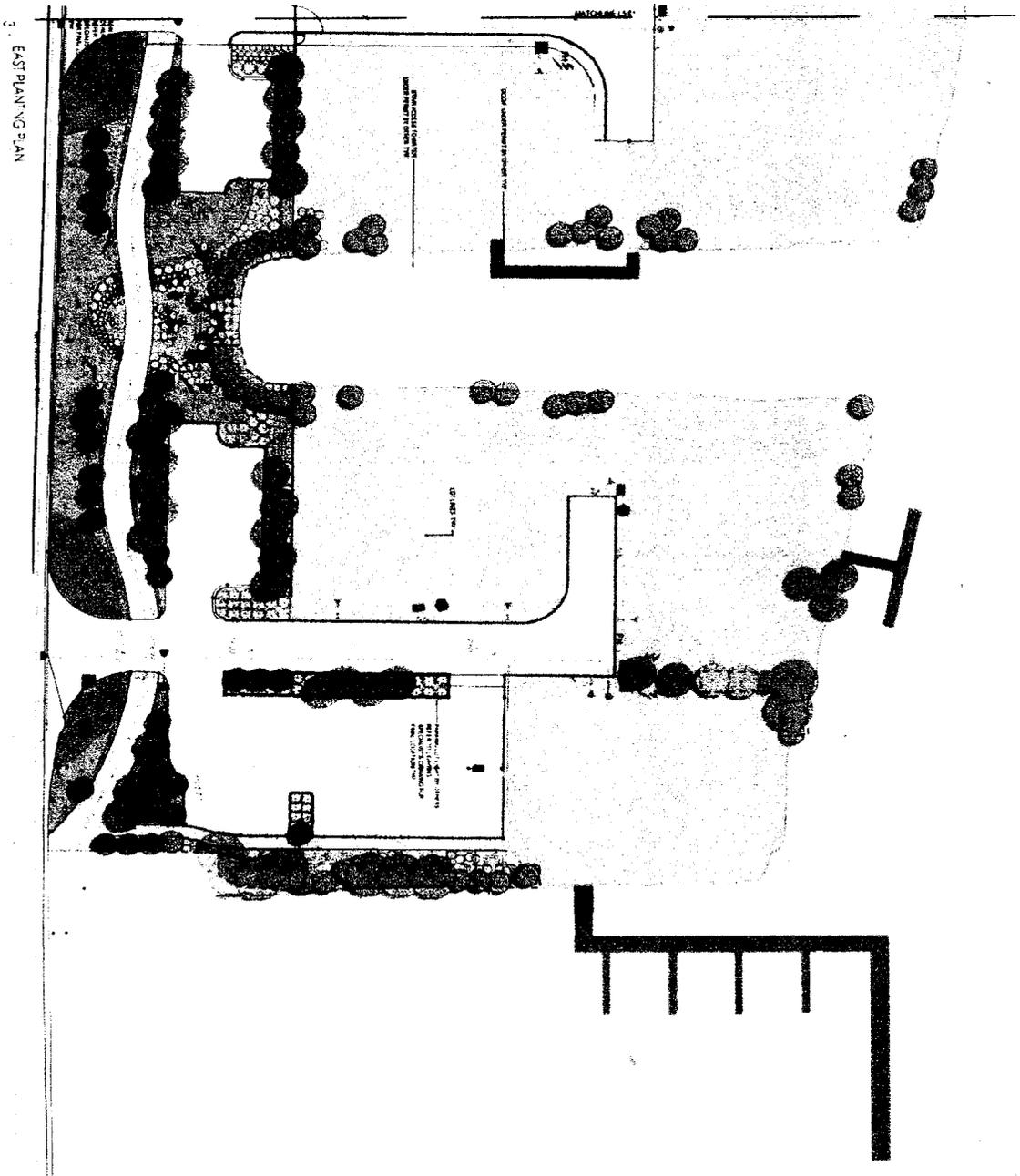
2025-26 DESIGNER
 DAN BERGHOFF
 1000 W. 10TH ST.
 COVING AND DESIGN
 1000 W. 10TH ST. #100
 COVING AND DESIGN
 1000 W. 10TH ST. #100
 COVING AND DESIGN
 1000 W. 10TH ST. #100
 COVING AND DESIGN

NO.	DATE	DESCRIPTION
1	10/1/2025	ISSUED FOR PERMIT
2	10/1/2025	ISSUED FOR PERMIT
3	10/1/2025	ISSUED FOR PERMIT

LANDSCAPE PLANTING
 PLAN WEST

15.01

10/1/2025



3. EAST PLAN "G" PLAN

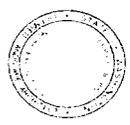


15.02

LANDSCAPE PLANTING PLAN EAST

DATE: 08/11/2011
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 PROJECT: CHELAN BAY
 SHEET: 15.02
 TOTAL SHEETS: 15.01 - 15.03

CHELAN BAY



GCH
 LANDSCAPE ARCHITECTS
 1000 10TH AVENUE, SUITE 100
 SEASIDE, CA 94133
 TEL: 415.441.1111
 FAX: 415.441.1112
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