

# **PUBLIC OFFERING STATEMENT**

*CHELAN BAY, a COMMON OWNERSHIP INTEREST PLAT COMMUNITY*

April 25, 2022

## **RIGHT TO CANCEL**

YOU ARE ENTITLED TO RECEIVE A COPY OF THIS PUBLIC OFFERING STATEMENT AND ALL MATERIAL AMENDMENTS TO THIS PUBLIC OFFERING STATEMENT BEFORE CONVEYANCE OF YOUR UNIT. UNDER RCW.64.90.635, YOU HAVE THE RIGHT TO CANCEL YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT WITHIN SEVEN DAYS AFTER FIRST RECEIVING THIS PUBLIC OFFERING STATEMENT. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU MORE THAN SEVEN DAYS BEFORE YOU SIGN YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT, YOU HAVE NO RIGHT TO CANCEL YOUR CONTRACT. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU SEVEN DAYS OR LESS BEFORE YOU SIGN YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT, YOU HAVE THE RIGHT TO CANCEL, BEFORE CONVEYANCE OF THE UNIT, THE EXECUTED CONTRACT BY DELIVERING, NO LATER THAN THE SEVENTH DAY AFTER FIRST RECEIVING THIS PUBLIC OFFERING STATEMENT, A NOTICE OF CANCELLATION PURSUANT TO THE THIRD PARAGRAPH OF THIS RIGHT TO CANCEL NOTICE. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU LESS THAN SEVEN DAYS BEFORE THE CLOSING DATE FOR THE CONVEYANCE OF YOUR UNIT, YOU MAY, BEFORE CONVEYANCE OF YOUR UNIT TO YOU, EXTEND THE CLOSING DATE TO A DATE NOT MORE THAN SEVEN DAYS AFTER YOU FIRST RECEIVED THIS PUBLIC OFFERING STATEMENT, SO THAT YOU MAY HAVE SEVEN DAYS TO CANCEL YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT.

YOU HAVE NO RIGHT TO CANCEL YOUR CONTRACT UPON RECEIPT OF AN AMENDMENT TO THIS PUBLIC OFFERING STATEMENT; HOWEVER, THIS DOES NOT ELIMINATE ANY RIGHT TO RESCIND YOUR CONTRACT, DUE TO THE DISCLOSURE OF THE INFORMATION IN THE AMENDMENT, THAT IS OTHERWISE AVAILABLE TO YOU UNDER GENERALLY APPLICABLE CONTRACT LAW.

IF YOU ELECT TO CANCEL YOUR CONTRACT PURSUANT TO THIS NOTICE, YOU MAY DO SO BY HAND-DELIVERING NOTICE OF CANCELLATION, OR BY MAILING NOTICE OF CANCELLATION BY PREPAID UNITED STATES MAIL, TO THE SELLER AT THE ADDRESS SET FORTH IN PARAGRAPH A OF THIS PUBLIC OFFERING STATEMENT OR AT THE ADDRESS OF THE SELLER'S REGISTERED AGENT FOR SERVICE OF PROCESS. THE DATE OF SUCH NOTICE IS THE DATE OF RECEIPT, IF HAND - DELIVERED, OR THE DATE OF DEPOSIT IN THE UNITED STATES MAIL, IF MAILED. CANCELLATION IS WITHOUT PENALTY, AND ALL PAYMENTS MADE TO THE SELLER BY YOU BEFORE CANCELLATION MUST BE REFUNDED PROMPTLY

## **OTHER DOCUMENTS CREATING BINDING LEGAL OBLIGATIONS**

THIS PUBLIC OFFERING STATEMENT IS A SUMMARY OF SOME OF THE SIGNIFICANT ASPECTS OF PURCHASING A UNIT IN THIS COMMON INTEREST COMMUNITY. THE GOVERNING DOCUMENTS AND THE PURCHASE AGREEMENT ARE COMPLEX, CONTAIN OTHER IMPORTANT INFORMATION, AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL.

## **OTHER REPRESENTATIONS**

UNLESS IT IS (1) CONTAINED IN THE PUBLICOFFERING STATEMENT DELIVERED TO YOU OR (2) MADE IN WRITING SIGNED BY THE DECLARANT OR DEALER OR THE DECLARANT'S OR DEALER'S AGENT IDENTIFIED IN THE PUBLIC OFFERING STATEMENT. A STATEMENT OF OPINION, OR A COMMENDATION OF THE REAL ESTATE, ITS QUALITY, OR ITS VALUE, DOES NOT CREATE A WARRANTY, AND A STATEMENT, PROMISE, MODEL, DEPICTION, OR DESCRIPTION DOES NOT CREATE A WARRANTY IF IT DISCLOSES THAT IT IS ONLY PROPOSED, IS NOT REPRESENTATIVE, OR IS SUBJECT TO CHANGE.

#### **MODEL UNITS**

MODEL UNITS ARE INTENDED TO PROVIDE YOU WITH A GENERAL IDEA OF WHAT A FINISHED UNIT MIGHT LOOK LIKE. UNITS BEING OFFERED FOR SALE MAY VARY FROM THE MODEL UNIT IN TERMS OF FLOOR PLAN, FIXTURES, FINISHES, AND EQUIPMENT. YOU ARE ADVISED TO OBTAIN SPECIFIC INFORMATION ABOUT THE UNIT YOU ARE CONSIDERING PURCHASING.

#### **RESERVE STUDY**

THE ASSOCIATION DOES HAVE A CURRENT RESERVE STUDY. ANY RESERVE STUDY SHOULD BE REVIEWED CAREFULLY. IT MAY NOT INCLUDE ALL RESERVE COMPONENTS THAT WILL REQUIRE MAJOR MAINTENANCE, REPAIR, OR REPLACEMENT IN FUTURE YEARS, AND MAY NOT INCLUDE REGULAR CONTRIBUTIONS TO A RESERVE ACCOUNT FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT. YOU MAY ENCOUNTER CERTAIN RISKS, INCLUDING BEING REQUIRED TO PAY AS A SPECIAL ASSESSMENT YOUR SHARE OF EXPENSES FOR THE COST OF MAJOR MAINTENANCE, REPAIR, OR REPLACEMENT OF A RESERVE COMPONENT, AS A RESULT OF THE FAILURE TO: (1) HAVE A CURRENT RESERVE STUDY OR FULLY FUNDED RESERVES, (2) INCLUDE A COMPONENT IN A RESERVE STUDY, OR (3) PROVIDE ANY OR SUFFICIENT CONTRIBUTIONS TO A RESERVE ACCOUNT FOR A COMPONENT.

#### **DEPOSITS AND PAYMENTS**

ONLY EARNEST MONEY AND RESERVATION DEPOSITS ARE REQUIRED TO BE PLACED IN AN ESCROW OR TRUST ACCOUNT. ANY OTHER PAYMENTS YOU MAKE TO THE SELLER OF A UNIT ARE AT RISK AND MAY BE LOST IF THE SELLER DEFAULTS.

#### **CONSTRUCTION DEFECT CLAIMS**

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

#### **ASSOCIATION INSURANCE**

THE EXTENT TO WHICH ASSOCIATION INSURANCE PROVIDES COVERAGE FOR THE BENEFIT OF UNIT OWNERS (INCLUDING FURNISHINGS, FIXTURES, AND EQUIPMENT IN A UNIT) IS DETERMINED BY THE PROVISIONS OF THE DECLARATION AND THE ASSOCIATION'S INSURANCE POLICY, WHICH MAY BE MODIFIED FROM TIME TO TIME. YOU AND YOUR PERSONAL INSURANCE AGENT SHOULD READ THE DECLARATION AND THE ASSOCIATION'S POLICY PRIOR

**TO CLOSING TO DETERMINE WHAT INSURANCE IS REQUIRED OF THE ASSOCIATION AND UNIT OWNERS, UNIT OWNERS' RIGHTS AND DUTIES, WHAT IS AND IS NOT COVERED BY THE ASSOCIATION'S POLICY, AND WHAT ADDITIONAL INSURANCE YOU SHOULD OBTAIN.**

**QUALIFIED WARRANTY**

**YOUR UNIT IS NOT COVERED BY A QUALIFIED WARRANTY UNDER CHAPTER 64.35 RCW.,**

**SPECIFIC INFORMATION**

- A) NAME AND ADDRESS OF THE DECLARANT:** Tripen, Inc., 135 North Wenatchee Avenue, Floor 3, Wenatchee, Washington 98801
- B) NAME AND ADDRESS OF THE MANAGEMENT COMPANY, IF ANY:** N/A
- C) RELATIONSHIP OF THE MANAGEMENT COMPANY TO THE DECLARANT, IF ANY:** N/A
- D) NAME AND ADDRESS OF THE COMMON INTEREST COMMUNITY:** Chelan Bay, a Common Ownership Interest Plat Community located in Chelan County, Washington.
- E) NATURE OF THE COMMON INTEREST COMMUNITY:** A common interest plat community
- F) FIVE MOST RECENT COMMON INTEREST COMMUNITIES COMPLETED BY THE DECLARANT OR AN AFFILIATE OF THE DECLARANT WITHIN THE PAST FIVE YEARS:**
1. Pulehunui Subdivision, Wailuku, Hawaii;
  2. Crystal View Estates Subdivision, Chelan, Washington;
  3. Kaulono Subdivision, Kihei, Hawaii;
  4. Castlerock Heights Subdivision; Wenatchee, Washington;
  5. Black Rock Golf Cottages Subdivision, Coeur d'Alene, Idaho
- G) NATURE OF THE INTEREST BEING OFFERED FOR SALE:** Fee simple
- H) GENERAL DESCRIPTION OF THE COMMON INTEREST COMMUNITY:** The Community consists of twelve (12) residential lots on three peninsulas within Lake Chelan near the town of Chelan, Washington. The easternmost peninsula will also contain a thirteenth (13<sup>th</sup>) Lot with a water-dependent commercial development with a commercial dock. The Community will be governed by the Chelan Bay Homeowners Association.
- I) STATUS OF CONSTRUCTION OF THE UNITS AND COMMON ELEMENTS:** In construction
- J) NUMBER OF EXISTING UNITS IN THE COMMUNITY:** The Community contains 12 building lots for housing and one commercial parcel. There are no completed structures on any of the lots.
- K) PRINCIPAL COMMON AMENITIES IN THE COMMUNITY, AND THOSE THAT WILL BE OR MAY BE ADDED TO THE COMMUNITY:** The Community's principal common amenities will include a waterfront walking trail, viewing platforms, gated driveways, landscaped open spaces, and storm water retention ponds.
- L) LIMITED COMMON ELEMENTS THAT MAY BE ALLOCATED TO THE UNITS OFFERED FOR SALE:** N/A
- M) RIGHTS OF NON-UNIT OWNERS TO USE ANY OF THE COMMON ELEMENTS:** Access to,

and use of, common elements located within the Community's private, fenced residential area will be limited to those granted permission by Owners or their agents. Portions of the waterfront walking trail are located outside of the Community's fenced residential area, and accessible by members of the public.

- N) **REAL PROPERTY NOT IN THE COMMUNITY THAT UNIT OWNERS HAVE A RIGHT TO USE:** None
- O) **SERVICES PROVIDED BY THE DECLARANT THAT ARE NOT IN THE COMMUNITY BUDGET:** None
- P) **ESTIMATED ASSESSMENT OR PAYMENT, IF ANY, WHICH MUST BE PAID AT CLOSING:** Two (2) months' assessments, estimated to be \$600 (\$300 per month).
- Q) **LIENS OR ENCUMBRANCES THAT WILL REMAIN ON THE COMMON ELEMENTS AFTER CLOSING:** None
- R) **EXPRESS CONSTRUCTION WARRANTIES TO BE PROVIDED TO THE BUYER:** Declarant will not construct the homes within the Community and as such will not provide express construction warranties to the Buyer. Express construction warranties, if any, will be negotiated and provided to each Buyer by their developer and/or home construction contractor.
- S) **AVAILABILITY OF QUALIFIED WARRANTY:** None
- T) **BUILDING ENCLOSURE DESIGN AND INSPECTION:** None
- U) **UNSATISFIED JUDGMENTS OR PENDING SUITS AGAINST THE ASSOCIATION; PENDING SUITS MATERIAL TO THE COMMUNITY OF WHICH THE DECLARANT HAS ACTUAL KNOWLEDGE:** None
- V) **LITIGATION BROUGHT BY AN OWNERS ASSOCIATION, UNIT OWNER OR GOVERNMENTAL ENTITY AGAINST THE DECLARANT OR ANY AFFILIATE ARISING OUT OF THE CONSTRUCTION, SALE OR ADMINISTRATION OF ANY COMMON INTEREST COMMUNITY WITHIN THE PREVIOUS FIVE YEARS:** None
- W) **RESTRICTIONS ON USE OR OCCUPANCY; RENTAL RESTRICTIONS; RIGHTS OF FIRST REFUSAL; RESALE RESTRICTIONS:** Residential lots are limited to residential use but may include home offices for remote working. Short-term rentals of thirty (30) days or less are expressly allowed on Lots 9, 10, 11, and 12, subject to applicable governmental restrictions or requirements. 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.
- X) **INSURANCE COVERAGE PROVIDED FOR THE BENEFIT OF UNIT OWNERS:** Insurance provided by Chelan Bay Homeowner Association for common areas only. Each Owner is an insured Person under the Chelan Bay Homeowner Association's policy with respect to liability arising out of the Owner's membership in the Association or interest in the common elements. This insurance does not include the individual Owners' units.
- Y) **CURRENT OR EXPECTED FEES FOR THE USE OF ANY COMMON ELEMENTS OR FACILITIES, OR TO ANY OTHER ASSOCIATION, WHICH ARE NOT INCLUDED IN THE COMMON EXPENSES:** None



- Z) BONDS OR THIRD-PARTY ASSURANCES THAT THE IMPROVEMENTS WILL BE BUILT:** Declarant has posted a performance and payment bond to provide financial assurance of the completion of all public improvements, utilities and landscaping shown on the approved site plan.
- AA) COOPERATIVE: AVAILABILITY OF TAX PASS-THROUGH:** Not Applicable.
- BB) COOPERATIVE: EFFECT OF ASSOCIATION'S FAILURE TO PAY TAXES OR SECURED DEBT:** Not Applicable.
- CC) LEASEHOLD COMMUNITY: INFORMATION ABOUT MASTER LEASE:** Not Applicable.
- DD) RESERVE STUDY:** A copy of the Reserve Study is attached as Exhibit H. The Reserve Study was prepared in accordance with RCW 64.90.545 and .550 and the Governing Documents. For detailed information, including funding projections, suggested annual contributions and minimum recommended balance, please refer to the Reserve Study.
- EE) COST -SHARING ARRANGEMENTS WITH OTHER ASSOCIATIONS OR PERSONS:** Not Applicable.
- FF) ESTIMATED CURRENT COMMON EXPENSE LIABILITY FOR THE UNITS BEING OFFERED FOR SALE:** \$300.00 / month or \$3,600.00 / year.
- GG) ASSESSMENTS, FEES OR CHARGES KNOWN TO THE DECLARANT AND WHICH MAY CONSTITUTE A LIEN IN FAVOR OF A GOVERNMENTAL AGENCY AGAINST A UNIT OR THE COMMON ELEMENTS IF NOT PAID:** None
- HH) PORTIONS OF THE COMMUNITY (OTHER THAN UNITS) THAT A UNIT OWNER MUST MAINTAIN:** The Community will include shared docks that are not Common Areas and Owners will be responsible for the use and maintenance of such shared docks as provided in those certain Shared Dock Use Agreements. In addition, 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.
- II) RESTRICTIONS ON TIMESHARING:** There is no restriction on timesharing.
- JJ) SPECIAL DECLARANT RIGHTS RESERVED TO THE DECLARANT; TERMINATION DATES; RECORDED TRANSFERS OF SPECIAL DECLARANT RIGHTS:** Unless otherwise provided herein, all of Special Declarant Rights (including those of any successor Declarant) shall continue until the expiration of the Declarant Control Period, unless otherwise stated.
1. Prior to expiration of the Declarant Control Period, the Association will be governed by a Board of Directors, with Board members appointed by the Declarant from time to time as provided in the Declaration and Bylaws.
  2. Declarant reserves for itself and any successor Declarant the right to complete the improvements described on the Map, in the Declaration or the Public Offering Statement; create the Community and undertake sales activities, including establishing and maintaining sales offices, management offices, and model homes; and maintaining signs in or on Lots owned by the Declarant or the Common Areas advertising the Community.

3. The Declarant reserves for itself and any successor Declarant the right to exercise any and all Development Rights described in the Map, in the Declaration or the Public Offering Statement.
4. Declarant, in Declarant's sole discretion, reserves the right to itself and any successor Declarant the right to control any construction, design review, aesthetic standards committee or processes. Declarant hereby reserves for itself and any successor Declarant the right to convey Common Areas and Limited Common Areas. In addition, Declarant or any successor Declarant may acquire, hold title to, encumber, lease and convey, with or without consideration, real and personal property and interest therein, including but not limited to easements across all or any portion of the Common Area, and may accept any real or personal property, leasehold or other property interests in the Property as may be reasonably necessary for development of the Community. Notwithstanding the foregoing Special Declarant Rights, after a Lot is conveyed to an Owner other than Declarant, no such conveyance or encumbrance may hinder an Owner's rights of use of any such Common Area.
5. Declarant hereby reserves to itself the right to use and/or grant easements through the Common area, and to use those easements described in the Declaration, for the purpose of making improvements within the Community or within real estate that may be added to the Community. This right shall expire when the Declarant no longer owns any Lots.
6. Until any particular Declarant right has expired, Declarant may transfer all or any portion of that right to any Person all or any portion of the Property. Any transfer must be memorialized in an instrument executed by the Declarant, or the Declarant's successor, and the transferee and recorded in the county where the Community is located. This right shall expire when the Declarant no longer owns any Lots.
7. Declarant reserves to itself and any successor Declarant the right to attend meetings of the Owners and, except during an executive session, the Board, so long as Declarant's Special Rights remain.
8. Declarant reserves to itself and any successor Declarant the right to have access to the records of the Association to the same extent as an Owner.

**KK) LIENS ON REAL ESTATE TO BE CONVEYED TO THE ASSOCIATION:** None.

**LL) PHYSICAL HAZARDS KNOWN TO THE DECLARANT THAT ARE NOT READILY ASCERTAINABLE BY THE BUYER:** None

**MM) BUILDING CODE VIOLATION CITATIONS RECEIVED BY THE DECLARANT IN CONNECTION WITH THE COMMUNITY THAT HAVE NOT BEEN CORRECTED:** None

**NN) INFORMATION RELATING TO CONVERSION CONDOMINIUMS:**  
N/A

**OO) BUILDINGS OVER FIVE YEARS OLD:** None

**PP) AGE -RELATED OCCUPANCY RESTRICTIONS:** None

**QQ) ADDITIONAL INFORMATION OF INTEREST:** None

**RR) MATERIAL DIFFERENCES IN TERMS OF FURNISHINGS, FIXTURES, FINISHES AND EQUIPMENT BETWEEN UNIT RENDERINGS, DEPICTIONS AND ILLUSTRATIONS AND UNITS BEING OFFERED:** None

**UNITS BEING OFFERED:** None

**SS) THE FOLLOWING DOCUMENTS ARE A PART OF THIS PUBLIC OFFERING STATEMENT:**

<b><u>Exhibit</u></b>	<b><u>Document</u></b>
Exhibit A	Declaration
Exhibit B	Map
Exhibit C	Association Articles of Incorporation
Exhibit D	Association Bylaws
Exhibit E	Association Budget
Exhibit F	Association Balance Sheet
Exhibit G	Reserve Study
Exhibit H	Recorded Documents
Exhibit I	Permits

**EXHIBIT A  
TO  
PUBLIC OFFERING STATEMENT DECLARATION**

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

**NO EXCISE TAX REQUIRED**  
Chelan County Treasurer  
David E. Griffiths

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 11<sup>th</sup> 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 1/13<sup>th</sup> 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.

DATED this 11<sup>th</sup> day of January, 2024. 2022.

"DECLARANT"

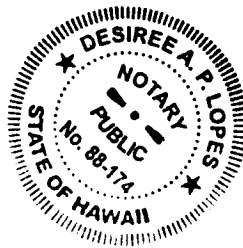
TRIPEN, INC.  
A Washington Corporation

By *Ryan Churchill*  
Print Name: Ryan Churchill  
Title: Vice President

HAWAII  
STATE OF ~~WASHINGTON~~ )  
  ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill 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 Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of January, 2024. 2022.



*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024

Doc. Date: 1-11-22 # Pages: 18  
Doc. Description: Declaration of Protective Covenants, Easements, Conditions, and Restrictions for Chelan Bay  
*Desiree A. P. Lopes* 1-11-22  
Notary Signature \_\_\_\_\_ Date \_\_\_\_\_  
DESIREE A. P. LOPES  
Notary Public, Second Circuit



**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, T37N, R32E, W3E, CITY OF CHELAN, CHELAN COUNTY, WA  
 SDP 2015-10, BEPA 2015-10, SUB 2015-10

**EXHIBIT B  
 (MAP)**

**LEGEND/ABBREVIATIONS**

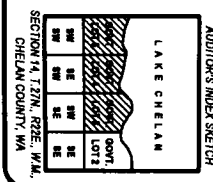
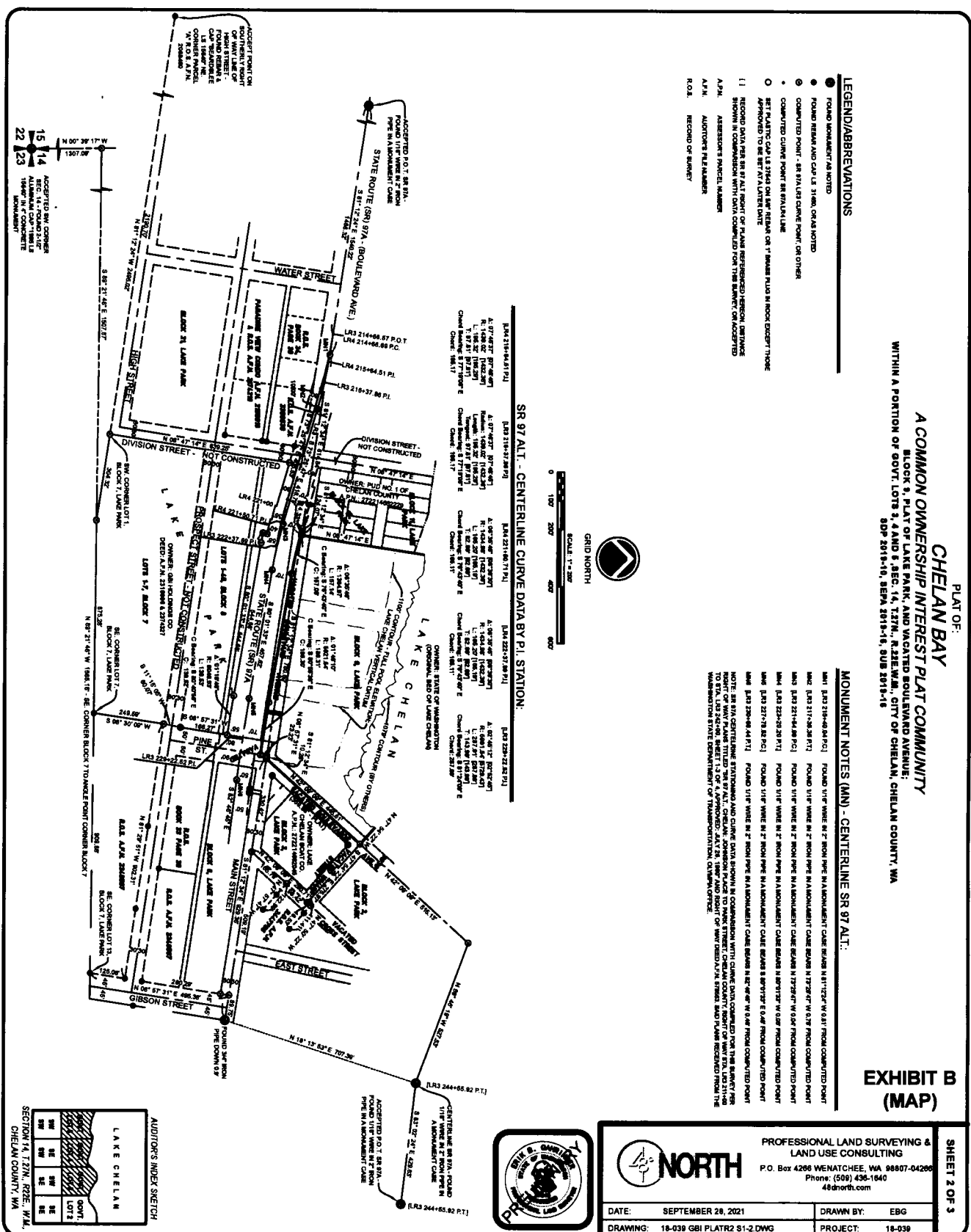
- FOUND MONUMENT (AS NOTED)
- FOUND BEARS AND CARLS STAKES (ON AS NOTED)
- COMPUTED POINT - BEARS STAKES CORNER POINT OR OTHER
- COMPUTED CURVE POINT OR EVALUATION
- BEST PLACING CURVE OR STAKES ON "B" BEARS PLUM IN HOOK EXCEPT THOSE APPROVED TO BE SET AT A LATER DATE
- [ ] RECORD DATA FOR SET AT POINT OF PLAINS RESPONDED 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" ROUND PIPE IN MONUMENT CASE BEARING N 11° 22' 47" W 0.81' FROM COMPUTED POINT
  - MN2 [LR3 217-46.26 FC] FOUND 1/16" WIRE IN 2" ROUND PIPE IN MONUMENT CASE BEARING N 77° 07' 47" W 0.87' FROM COMPUTED POINT
  - MN3 [LR3 221-44.48 FC] FOUND 1/16" WIRE IN 2" ROUND PIPE IN MONUMENT CASE BEARING N 17° 28' 47" W 0.87' FROM COMPUTED POINT
  - MN4 [LR3 223-42.28 FC] FOUND 1/16" WIRE IN 2" ROUND PIPE IN MONUMENT CASE BEARING N 17° 28' 47" W 0.87' FROM COMPUTED POINT
  - MN5 [LR3 227-78.82 FC] FOUND 1/16" WIRE IN 2" ROUND PIPE IN MONUMENT CASE BEARING S 89° 59' 57" E 0.87' FROM COMPUTED POINT
  - MN6 [LR3 228-44.44 FC] FOUND 1/16" WIRE IN 2" ROUND PIPE IN MONUMENT CASE BEARING N 11° 22' 47" W 0.81' FROM COMPUTED POINT
- NOTE: BEARS STAKES AND CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPUTED FOR THIS SURVEY FOR TO BE SET AT A LATER DATE. ALL BEARS STAKES AND CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPUTED FOR THIS SURVEY FOR TO BE SET AT A LATER DATE. ALL BEARS STAKES AND CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPUTED FOR THIS SURVEY FOR TO BE SET AT A LATER DATE.

**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 FT Delta: 180.00°	LR3 221-44.48 FC	Radius: 100.00 FT Delta: 180.00°	LR3 228-44.44 FC	Radius: 100.00 FT Delta: 180.00°
LR3 217-46.26 FC	Radius: 100.00 FT Delta: 180.00°	LR3 223-42.28 FC	Radius: 100.00 FT Delta: 180.00°	LR3 227-78.82 FC	Radius: 100.00 FT Delta: 180.00°
LR3 219-46.51 FC	Radius: 100.00 FT Delta: 180.00°	LR3 225-42.28 FC	Radius: 100.00 FT Delta: 180.00°	LR3 228-44.44 FC	Radius: 100.00 FT Delta: 180.00°

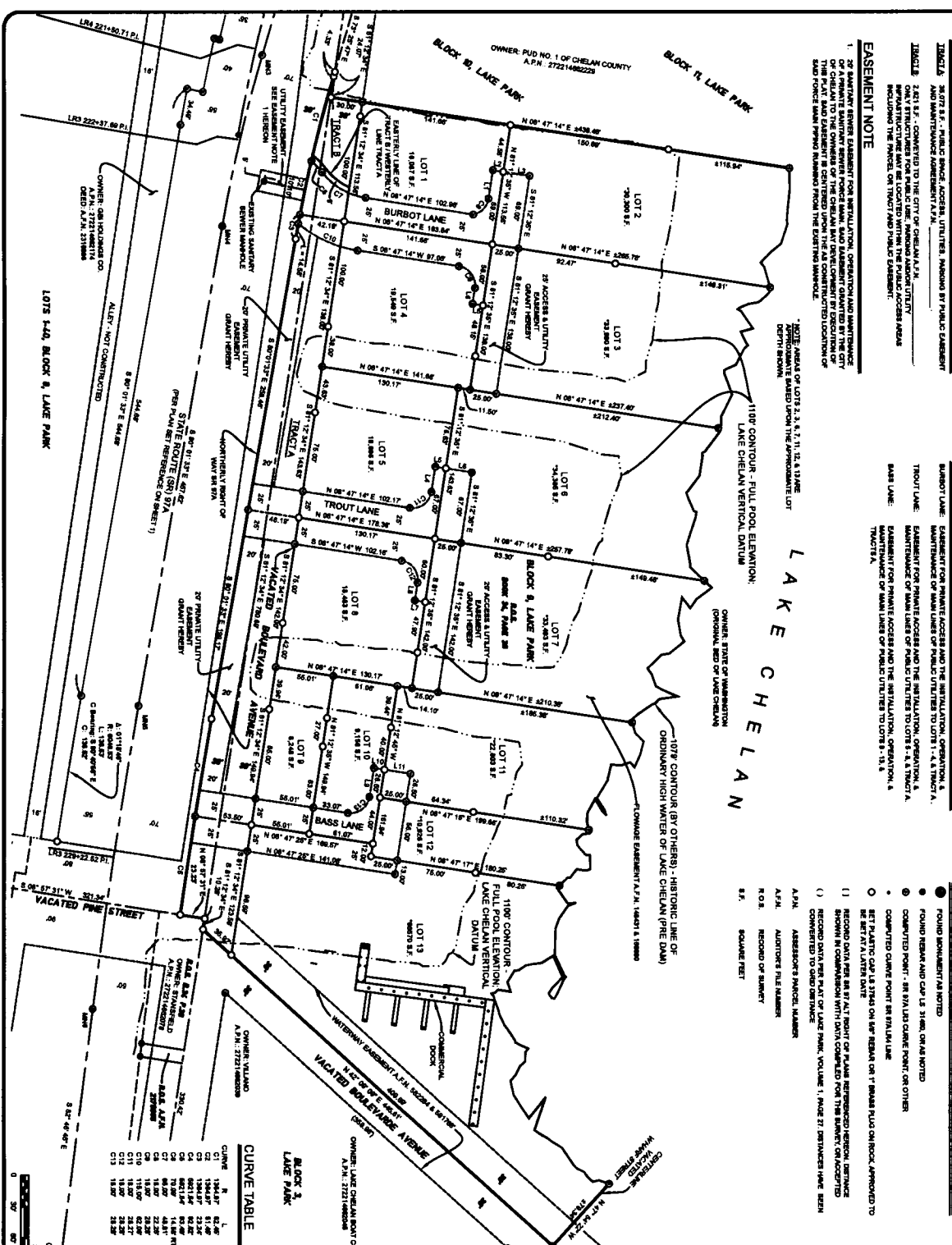


**PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING**  
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 Phone: (509) 436-1640  
 48dnorth.com

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



PLAT OF:  
**CHELAN BAY**  
 A COMMON OWNERSHIP INTEREST PLAT COMMUNITY  
 BLOCK 3, PLAT OF LAKE PARK, AND VACATED BOULEVARD AVENUE,  
 WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5, SEC. 14, T27N, R.23E, W.M., CITY OF CHELAN, CHELAN COUNTY, WA  
 SDP 2019-16, SEPA 2019-16, SUB 2019-16



**TRACT DESCRIPTIONS/CONDITIONS**

**TRACT 1:** PUBLIC POWER ACCESS, UTILITIES, PROVIDED BY PUBLIC UTILITIES

**TRACT 2:** 2.01 L.S. - CONVEYED TO THE CITY OF CHELAN, WA. ONLY STRUCTURES FOR PUBLIC USE ARE PERMITTED ABOVE UTILITY. RECONSTRUCTION MAY BE LOCATED WITHIN THE PUBLIC ACCESS AREA INCLUDING THE PORTION OF TRACT TWO PUBLIC EASEMENT.

**EASEMENT NOTE**

1. CONVEYANCE OF THIS TRACT INCLUDES CONVEYANCE AND MAINTENANCE OF ALL RIGHTS AND EASEMENTS FOR PUBLIC POWER ACCESS AND UTILITIES OF CHELAN TO THE OWNERS OF THE CHELAN BAY DEVELOPMENT ORIGINATED BY THIS PLAT AND ANY SUCCESSORS THEREOF FROM THE SURVEYING WORK.

**PRIVATE LANES**

**BURBOT LANE:** EASEMENT FOR PRIVATE ACCESS AND THE INSTALLATION, OPERATION, & MAINTENANCE OF PUBLIC UTILITIES TO LOTS 1-4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 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1000.

**LEGEND/ABBREVIATIONS**

- FOUND DOCUMENT AS NOTED
- FOUND BOUNDARY CAP L.S. 3188, ON AS NOTED
- COMPUTED POINT - SEE EXHIBIT C FOR POINT OR OTHER
- COMPUTED CURVE POINT PER EQUATION
- SET PLATING CAP L.S. 3184 ON SW CORNER ON 1" SQUARE PLYWOOD APPROVED TO BE SET AT A LATER DATE
- RECORD DATA PER AS AT ALL POINTS OF PLANS REFERENCED HEREON, DISTANCE SHOWN IN COMPARISON WITH DATA COMPILED FROM THE SURVEY OR ACCEPTED CONVERTED TO GRID DISTANCE
- A.P.N. ASSESSOR'S PARCEL NUMBER
- A.F.N. ADJOINER FILE NUMBER
- R.O.S. RECORD OF SURVEY
- S.F. SQUARE FEET


**EXHIBIT B**  
**(MAP)**

**CURVE TABLE**

CURVE	CHORD	CHORD BEARING	CHORD ANGLE	CHORD DISTANCE	CHORD BEARING	CHORD ANGLE
C1	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C2	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C3	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C4	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C5	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C6	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C7	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C8	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C9	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C10	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C11	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C12	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50
C13	108.43	S 82.18° E	12.50	108.43	S 82.18° E	12.50

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 81°12'58" W	212.00
L2	N 80°57'29" E	252.00
L3	N 81°12'58" W	252.00
L4	N 80°57'29" E	212.00
L5	N 81°12'58" W	252.00
L6	N 80°57'29" E	252.00
L7	N 81°12'58" W	252.00
L8	N 80°57'29" E	212.00
L9	N 81°12'58" W	212.00
L10	N 80°57'29" E	252.00
L11	N 81°12'58" W	252.00



**NORTH**  
 PROFESSIONAL LAND SURVEYING &  
 LAND USE CONSULTING  
 P.O. Box 4296 WENATCHEE, WA 98807-0429  
 Phone: (509) 436-1640  
 48north.com

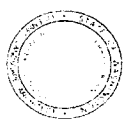
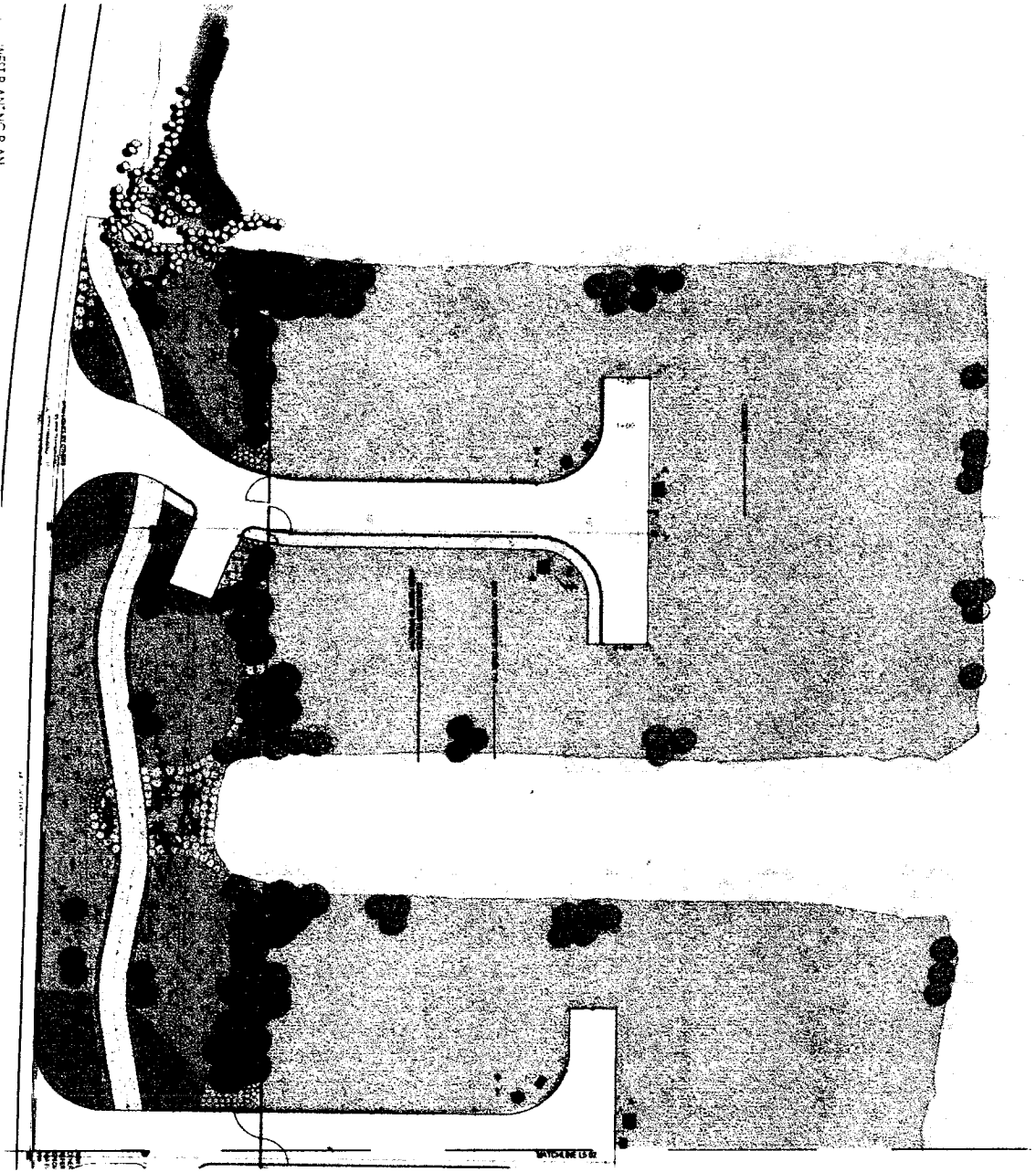
**SHEET 3 OF 3**

DATE:	SEPTEMBER 28, 2021	DRAWN BY:	EBG
DRAWING:	18-039 GBI PLAT SHT 3.DWG	PROJECT:	18-039



**EXHIBIT "C"**  
**(Mitigation Plantings)**

3. WEST PLANTING PLAN



CHELAN BAY

LAKE CHELAN-CHELAN BAY  
 WEST WOODEN AVENUE  
 CHELAN, WA 98815

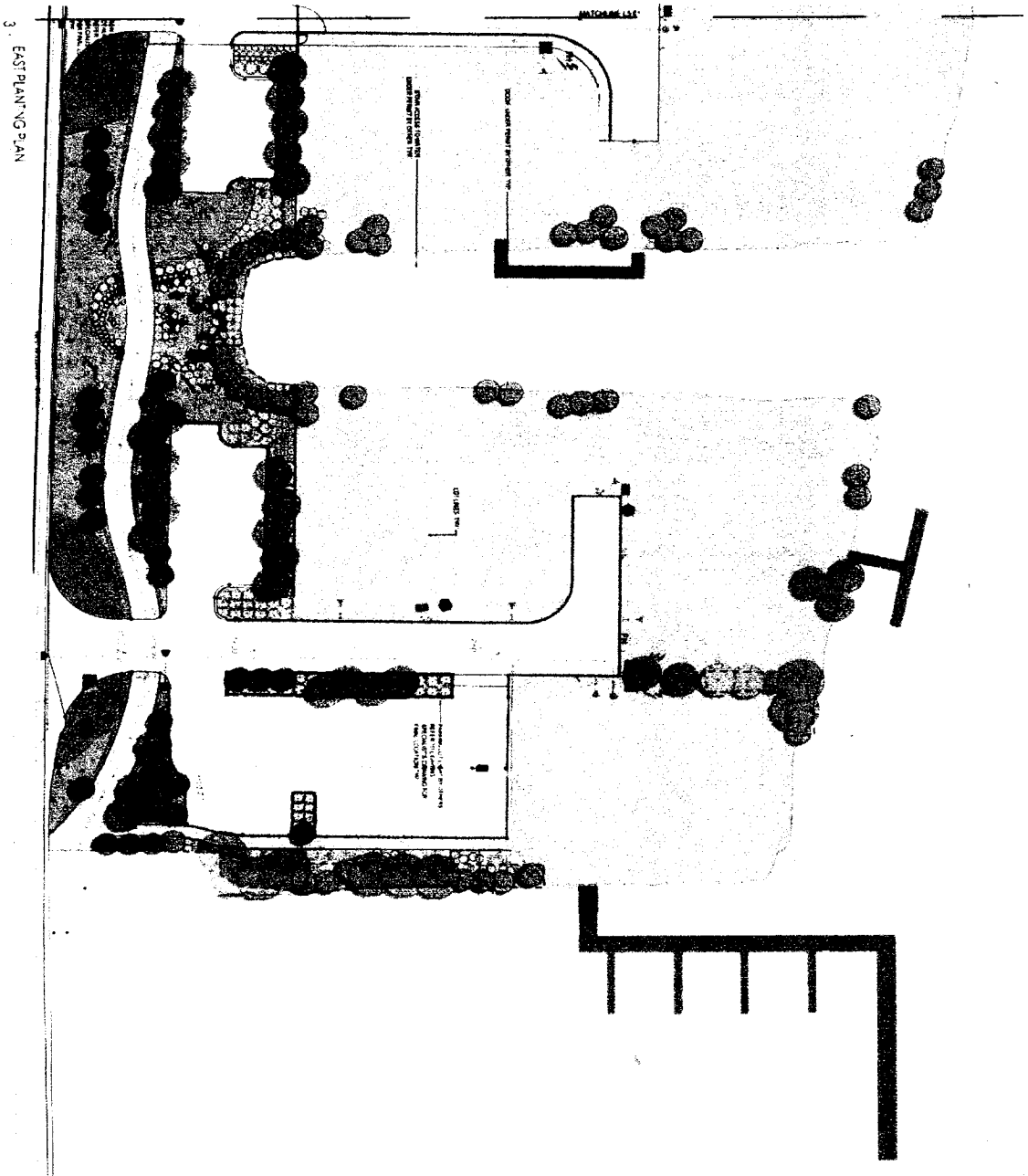
2025-26-27 DESIGNER  
 DAN BERGHOFF  
 1000 W. 10TH ST.  
 COVINGTON, WASHINGTON  
 98010-1000  
 PHONE: (360) 835-1111  
 FAX: (360) 835-1112  
 WWW: WWW.GCHDESIGN.COM

NO.	DATE	DESCRIPTION
1	10/15/2025	ISSUED FOR PERMIT
2	10/15/2025	ISSUED FOR PERMIT
3	10/15/2025	ISSUED FOR PERMIT
4	10/15/2025	ISSUED FOR PERMIT
5	10/15/2025	ISSUED FOR PERMIT

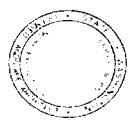
LANDSCAPE PLANTING  
 PLAN WEST

15.01

10/15/2025



**GCTI**



**CHELAN BAY**

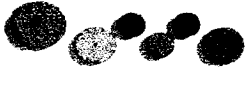
JANE CHELAN-CHELAN BAY  
 WEST WOODS AVENUE  
 CHELAN, WA 98815

PROJECT: GARDEN  
 CALLER: JANE CHELAN  
 DESIGNER: JANE CHELAN  
 DATE: 10/10/11  
 SCALE: AS SHOWN  
 SHEET: 23 OF 24

LANDSCAPE PLANTING  
 PLAN EAST

15.02

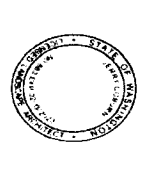
PLANT SCHEDULE OVERALL SITE



NO.	SYMBOL	PLANT NAME	QTY	SIZE	PLANTING DATE	PLANTING METHOD	PLANTING NOTES
1	Circle	Redwood	100	2 1/2"	Planting	Planting	
2	Square	Redwood	100	2 1/2"	Planting	Planting	
3	Circle	Redwood	100	2 1/2"	Planting	Planting	
4	Square	Redwood	100	2 1/2"	Planting	Planting	
5	Circle	Redwood	100	2 1/2"	Planting	Planting	
6	Square	Redwood	100	2 1/2"	Planting	Planting	
7	Circle	Redwood	100	2 1/2"	Planting	Planting	
8	Square	Redwood	100	2 1/2"	Planting	Planting	
9	Circle	Redwood	100	2 1/2"	Planting	Planting	
10	Square	Redwood	100	2 1/2"	Planting	Planting	
11	Circle	Redwood	100	2 1/2"	Planting	Planting	
12	Square	Redwood	100	2 1/2"	Planting	Planting	
13	Circle	Redwood	100	2 1/2"	Planting	Planting	
14	Square	Redwood	100	2 1/2"	Planting	Planting	
15	Circle	Redwood	100	2 1/2"	Planting	Planting	
16	Square	Redwood	100	2 1/2"	Planting	Planting	
17	Circle	Redwood	100	2 1/2"	Planting	Planting	
18	Square	Redwood	100	2 1/2"	Planting	Planting	
19	Circle	Redwood	100	2 1/2"	Planting	Planting	
20	Square	Redwood	100	2 1/2"	Planting	Planting	
21	Circle	Redwood	100	2 1/2"	Planting	Planting	
22	Square	Redwood	100	2 1/2"	Planting	Planting	
23	Circle	Redwood	100	2 1/2"	Planting	Planting	
24	Square	Redwood	100	2 1/2"	Planting	Planting	

- 1. SEE ALL WORKING CONDITIONS TO BE COMPLETED BY THE CONTRACTOR BEFORE ANY WORK BEGINS.
- 2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
- 3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
- 4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
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- 22. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
- 23. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
- 24. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CONTRACT AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.

ISSUE NO. \_\_\_\_\_ DATE \_\_\_\_\_



CHIELAN BAY

3500 WASHINGTON  
LAKE CHIELAN CHIELAN BAY  
WEST WOODEN AVENUE  
CHELAN, WA 98815

\*\*\*CAUTION\*\*\*  
CALL BEFORE YOU DIG  
THE CONTRACTOR SHALL  
LOCATE AND PROJECT ALL  
COSTINGS AND UTILITIES DURING  
CONSTRUCTION AND SHALL  
CONTACT THE UNDERGROUND  
UTILITIES CONTRACTOR SERVICE  
11 800 424 5555; ATTEN 746  
40181 PROMPT  
CONSTRUCTION  
11 800 424 5555

ISSUE	DATE	DESCRIPTION

NO.	DATE	DESCRIPTION

LANDSCAPE PLANTING  
SCHEDULE AND NOTES

15.03

CONTRACT

**EXHIBIT B  
TO  
PUBLIC OFFERING STATEMENT MAP**

PLAT AFN: 2563597

1 of 3

SHEET 1 OF 3

**OWNER / SUBDIVISION PROSPECTUS**

ASSESSOR'S PARCEL NUMBER: 27221-4682228  
 OWNER: TRIPEN, INC.  
 135 N. WENATCHEE AVENUE  
 WENATCHEE, WA 98801  
 CONTACT: CHRIS MARTIN, PACIFIC RIM LAND, PHONE: (509) 891-5252  
 EXISTING ZONING: C-W (WATERFRONT COMMERCIAL)  
 WATER SOURCE: CITY OF CHELAN  
 SEWAGE SYSTEM: CITY OF CHELAN

BOUNDARY DESCRIPTION (JOEED A.F.N. 2489980)  
 CENTRAL WASHINGTON TITLE SERVICES, INC., WENATCHEE, WASHINGTON SUBDIVISION GUARANTEE ORDER NUMBER 30941, GUARANTEE NO. G-0000-406997578.  
 ASSESSOR'S PARCEL NO. 27-22-14-662-228.  
 ALL OF BLOCK 9, PLAT OF THE TOWN OF LAKE PARK, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF IN VOLUME 1 OF PLATS, PAGE 27, RECORDS OF SAID COUNTY.  
 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 LOTS 1 THROUGH 11, BLOCK 2, IN SAID RECORDED PLAT, AS CONVEYED TO BY DEED RECORDED APRIL 18, 1981, UNDER AUDITOR'S FILE NUMBER 578247.  
 ALSO EXCEPT RIGHT OF WAY FOR SR 97A.

**EQUIPMENT & PROCEDURES:**  
 EQUIPMENT: TOPCON HIPER V BASE/RTK  
 TOPCON GT 503 3" ROBOTIC TOTAL STATION  
 PROCEDURES: CONTROL ESTABLISHED BY STATIC GNSS OBSERVATIONS WITH SUBSEQUENT LEAST-SQUARES ADJUSTMENT OF THE GPS NETWORK. MONUMENTS LOCATED/OBSERVED USING RTK METHODS. MONUMENTS SET USING CONVENTIONAL METHODS FROM CONTROL POINTS POSITIONED BY MULTIPLE RTK OBSERVATIONS. NO ADJUSTMENT WERE MADE FOR THIS SURVEY. PROCEDURES EXCEED W.A.C. 322-130-090.

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING  
 P.O. Box 4266 WENATCHEE, WA 98807-04266  
 Phone: (509) 436-1640  
 48dnorth.com

DATE: JANUARY 17, 2022  
 DRAWING: 18-039 GBI PLATR2 S1.DWG  
 DRAWN BY: EBG  
 PROJECT: 18-039

**ACKNOWLEDGMENT (CORPORATE FORM)**

STATE OF WASHINGTON) ss  
 COUNTY OF Chelan) ss  
 THIS IS TO CERTIFY ON THE 28 DAY OF February 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED RYAN CHURCHILL, VICE PRESIDENT/ASSISTANT SECRETARY, TRIPEN, INC., THE CORPORATION THAT EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED.  
 WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.  
 RYAN CHURCHILL, VICE PRESIDENT/ASSISTANT SECRETARY, TRIPEN, INC.

**GENERAL NOTES & CONDITIONS**

1. THIS SURVEY IS BASED UPON DOCUMENTS, PLATS AND SURVEYS FOUND OF PUBLIC RECORD AND AS PROVIDED WITHIN SUBDIVISION GUARANTEE ORDER NO. 30941, PREPARED BY CENTRAL WASHINGTON TITLE SERVICES, WENATCHEE, WASHINGTON, AND DOES NOT PURPORT TO SHOW ALL RIGHTS, RIGHTS OF WAY, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND/OR VACATIONS, THAT MAY BENEFIT OR BURDEN THE SURVEYED PROPERTY.
2. ALL DISTANCES SHOWN ON THIS SURVEY ARE GRID DISTANCES. DISTANCES IN BOUNDARY DESCRIPTIONS/DEEDS ARE RECORD/GROUND DISTANCES, UNLESS OTHERWISE NOTED.
3. BOULEVARD AVENUE, PINE STREET, AND WHARF AS WELL AS OTHER STREETS WITHIN THE PLAT OF LAKE PARK, VACATED PER TOWN OF LAKESIDE ORDINANCE NUMBER 24, PASSED MAY 2, 1927, SAID VACATED STREETS ARE SUBJECT TO THE PERPETUAL RIGHT OF PUBLIC ACCESS AS SET FORTH WITHIN THAT CONVEYANCE BY CHELAN ELECTRIC COMPANY AND THE LAKE CHELAN BOX FACTORY TO THE TOWN OF LAKESIDE RECORDED MAY 19, 1928, UNDER AUDITOR'S FILE NUMBER 166890, RECORDS OF CHELAN COUNTY, WASHINGTON. SAID EASEMENT BEING FURTHER DEFINED AS A WALKING EASEMENT ONLY, BY THE SUPERIOR COURT OF THE STATE OF WASHINGTON ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT CASE NO. 98-2-00428-5, RECORDS OF SAID COUNTY.
4. IN ACCORDANCE WITH CHAPTER 7 OF THE DEVELOPMENT STANDARDS, A STORMWATER SYSTEM DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER WILL BE REQUIRED FOR ALL LOTS WITH MORE THAN 5,000 SF OF IMPERVIOUS AREA AND FOR ALL LOTS WITH DOWNSPOUTS OR OTHER POINT SOURCES, REGARDLESS OF THE TOTAL AMOUNT OF IMPERVIOUS AREA.
5. PRIVATE STORM WATER AND SEWER SYSTEM WILL BE OWNED AND OPERATED BY CHELAN IN ACCORDANCE WITH THE DECLARATION OF STORM WATER AND SEWER SYSTEM MAINTENANCE COVENANTS, AN PLAN FOR SANITATION COLLECTION TO BE IN ACCORDANCE WITH EASEMENT FOR 6. ACCESS FOR SANITATION COLLECTION TO BE IN ACCORDANCE WITH EASEMENT FOR 7. ALL LOTS IN THIS SUBDIVISION REQUIRE THE INSTALLATION OF SEWER GRINDER PUMPS AND WASTEWATER STORAGE. A MINIMUM STORAGE OF 22 GALLONS IS REQUIRED. PROVIDE CALCULATIONS SHOWING PRIVATE WASTEWATER PUMP SELECTION, BOULDER CALCULATIONS, AND ANCHORING PLAN OF THE STATION NEEDED TO MITIGATE HIGH GROUND WATER.
8. COMMERCIAL BUILDING WILL REQUIRE A COMMERCIAL SEWER GRINDER SYSTEM THAT WILL PROVIDE 24-HOURS OF WASTEWATER STORAGE OR PROVIDE ELECTRICAL CONNECTIONS FOR AN ON-SITE EMERGENCY GENERATOR GRINDER PUMP. SIZING SHALL BE DETERMINED USING BUILDING ENERGY PERFORMANCE RATING CALCULATIONS AND SHOWING THE GRINDER AND WASTEWATER STORAGE FACILITY CALCULATIONS AND ANCHORING PLAN NEEDED TO MITIGATE GROUND WATER.
9. IT IS UNLAWFUL FOR THE OWNER OR OCCUPANT OF ANY PROPERTY IN THE CITY TO HERD OR FEED CATTLE OR OTHER LIVESTOCK IN HEIGHT FROM THE GROUND FOR A DISTANCE OF TWENTY-THREE FEET FROM ANY STREET CORNER IN ORDER TO PERMIT GOOD VISIBILITY AT SAID STREET CORNERS AND INTERSECTIONS.
10. NO STRUCTURE SHALL BE ERECTED WITHIN THE LOCKERS AND OTHER IMPROVEMENTS OF MINOR CHARACTER, INCLUDING REMAINING CEMENT COCKPENS AND OTHER IMPROVEMENTS OF MINOR CHARACTER, EXCEPT THROUGH THE EXISTING EASEMENT. SUCH BE SETBACKS MINIMUM OF 10 FEET FROM THE FRONT OF A UTILITY EASEMENT.
11. ALL ROOMS IN CLUB HOUSE PRIVATE AND WILL BE MAINTAINED BY CHELAN BAY.
12. ALL BUILDING DEVELOPMENT PERMIT SHALL BE ISSUED UNTIL ALL IMPROVEMENTS FOR WHICH A PERFORMANCE BOND OR RESPONSIBLE SURETY HAVE BEEN POSTED, COMPLETED AND/OR ACCEPTED BY THE JURISDICTIONAL AGENCY.

**MAP PROJECTION/BASIS OF BEARINGS:**  
 UNITS: U.S. SURVEY FEET  
 HORIZONTAL DATUM: NAD 83 (2011) EPOCH 2010 (OPUS SOLUTION)  
 VERTICAL DATUM: LAKE CHELAN  
 GEOID: GEOID 128 (CONUS)  
 PROJECTION: WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE, GRID  
 META DATA ON PRIMARY BASE CONTROL POINT C0089 (2" ALUMINUM CONTROL CAP ON 58" REBAR):  
 LATITUDE: 47°50'54.88693" N  
 LONGITUDE: 120°01'53.97691" W  
 ELLIPSOID HEIGHT: 1212.27'  
 ORTHO ELEVATION: 1275.27' NAVD 88; 1272.96' LAKE CHELAN  
 CONVERGENCE ANGLE: 0°55'49"  
 COMBINED FACTOR: 0.9989854275

**ERIK B. GAHRINGER**  
 P.L.S. NO. 37543  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 1/17/2022

**NORTH**

**PLANNING DEPARTMENT**  
 EXAMINED AND APPROVED BY THE CITY OF CHELAN PLANNING DIRECTOR:  
 Tracy Oldberg  
 DATE 02/15/2022

**PUBLIC WORKS DEPARTMENT**  
 EXAMINED AND APPROVED BY THE CITY OF CHELAN PUBLIC WORKS DIRECTOR:  
 [Signature]  
 DATE 1/24/2022

**CITY COUNCIL**  
 EXAMINED AND APPROVED BY THE CHELAN CITY COUNCIL:  
 [Signature]  
 DATE 1/25/2022

**DECLARATION CERTIFICATE:**  
 I HEREBY CERTIFY AS MEMBER, ON BEHALF OF TRIPEN, INC. (DECLARANT) THAT THIS MAP FOR CHELAN BAY, COMMON OWNERSHIP INTEREST COMMUNITY PLAN WAS MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF CHAPTER 25, INTERESTS INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTERESTS ACT IS SUPPLIED HEREIN, AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.  
 IN WITNESS WHEREOF, I HAVE SET MY SIGNATURE  
 THIS 28 DAY OF February 2022.  
 RYAN CHURCHILL, VICE PRESIDENT/ASSISTANT SECRETARY,  
 TRIPEN, INC.

**AGREEMENTS**  
 DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR CHELAN BAY (A COMMON OWNERSHIP INTEREST PLAT COMMUNITY) A.F.N. \_\_\_\_\_  
 DECLARATION OF STORM WATER AND SEWER SYSTEM MAINTENANCE A.F.N. \_\_\_\_\_  
 DECLARATION OF RESTRICTIVE COVENANTS COVERING LOT 13 A.F.N. \_\_\_\_\_

**REFERENCE PLANS/PLATS/SURVEYS/DOCUMENTS**  
 SR 97 ATTENATE CHELAN-JOHNSON PLACE TO PARK STREET SHEETS 1-4 OF 4 APPROVED JULY 26, 1980, ON FILE WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION.  
 PLAT OF LAKE PARK VOLUME 1 OF PLATS, PAGE 27.  
 A.F.N. 148431 FLOWAGE EASEMENT  
 A.F.N. 166890 FLOWAGE EASEMENT  
 A.F.N. 396729 ORDINANCE 81 STREET VACATIONS  
 A.F.N. 575653 HIGHWAY RIGHT OF WAY (SR 97A)  
 A.F.N. 772206 REAFFIRMATION OF ORDINANCE NO. 24 VACATING STREETS (BOULEVARD AVE. & WHARF ST., MAIN ST., PINE ST. AND OTHERS)  
 R.O.S. BOOK 34, PAGE 30, A.F.N. 850780085.  
 R.O.S. A.F.N. 2068480  
 R.O.S. A.F.N. 2179986  
 PARADISE VIEW A CONDOMINIUM, A.F.N. 2198018  
 R.O.S. A.F.N. 2348507  
 R.O.S. A.F.N. 2388536  
 R.O.S. A.F.N. 2447786  
 R.O.S. A.F.N. 2468973  
 A.F.N. 2342949 DEVELOPMENT AGREEMENT

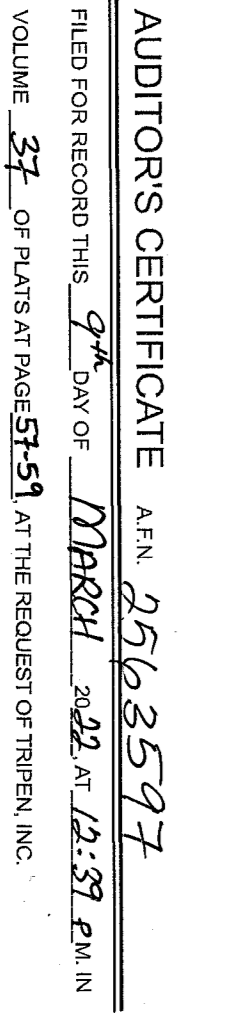
**TREASURER'S CERTIFICATE**

I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS WHICH HAVE BEEN LEVIED AND BECOME CHARGEABLE AGAINST THE ABOVE DESCRIBED PROPERTY FOR 2022 AND PRECEDING YEARS HAVE BEEN PAID, SATISFIED AND DISCHARGED IN THE AMOUNT OF \$32,284.31 AND HAVE BEEN POSTED WITH THE CHELAN COUNTY TREASURER THIS DAY OF March 2022.  
 [Signature]  
 CHELAN COUNTY TREASURER  
 DATE 3/9/2022

**AUDITORS CERTIFICATE**

FILED FOR RECORD THIS 9th DAY OF March 2022 AT 12:39 P.M. IN VOLUME 37 OF PLATS AT PAGE 57-51 AT THE REQUEST OF TRIPEN, INC.  
 [Signature]  
 COUNTY AUDITOR

**AUDITORS INDEX SKETCH**



**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TRIPEN, INC. DURING THE PERIOD OF MAY 2018 THROUGH THE PRESENT. I HEREBY CERTIFY THAT THIS MAP OF CHELAN BAY IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL KNOWN INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT HAS BEEN PROVIDED TO ME AND IS SUPPLIED HEREIN; AND THAT THE HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP, AND, THAT THE MONUMENTS, OTHER THAN THOSE MONUMENTS APPROVED FOR SETTING AT A LATER DATE, HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS DEFINED ON THE MAP.  
 [Signature]  
 ERIK B. GAHRINGER, P.L.S. NO. 37543



SECTION 14, T.27N., R.22E., W.M., CHELAN COUNTY, WA  
 37/57



PLAT OF:  
**CHELAN BAY**  
 A COMMON OWNERSHIP INTEREST PLAT COMMUNITY  
 BLOCK 9, PLAT OF LAKE PARK AND VACATED BOULEVARD AVENUE;  
 WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5, SEC. 14, T.27N., R.22E.W.M., CITY OF CHELAN, CHELAN COUNTY, WA  
 SDP 2019-10, SEPA 2019-16, SUB 2019-16

**LEGEND/ABBREVIATIONS**

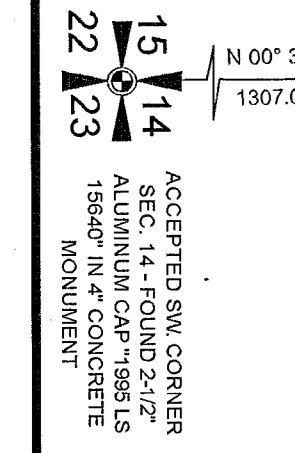
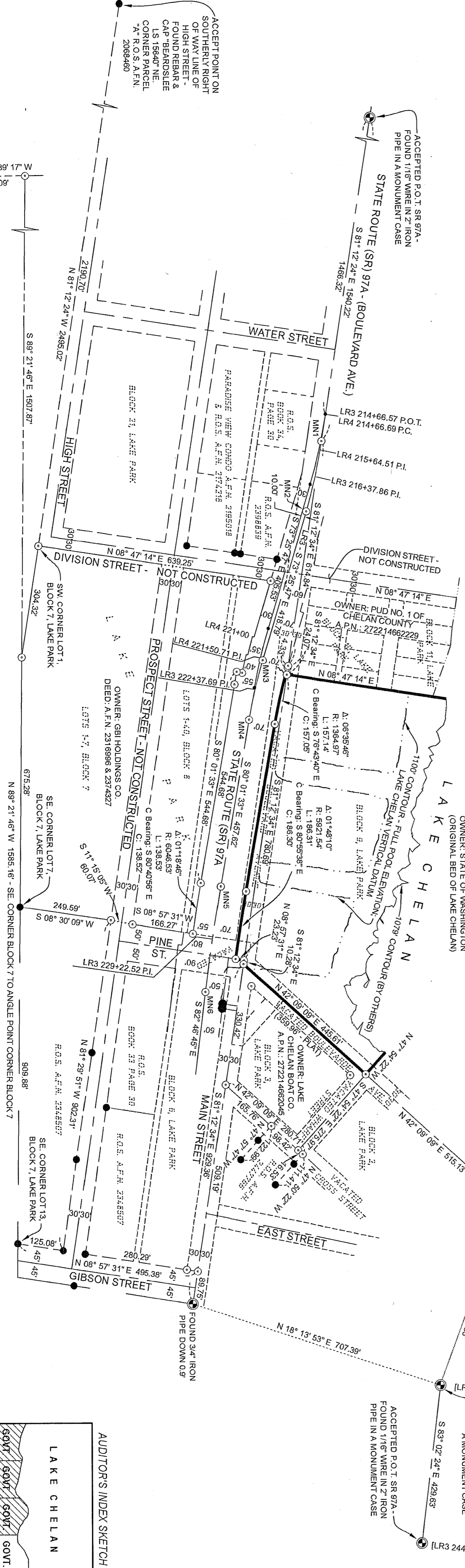
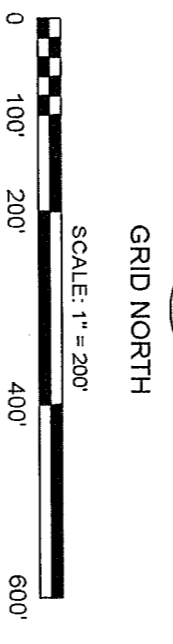
- FOUND MONUMENT AS NOTED
- FOUND REBAR AND CAP LS 31480, OR AS NOTED
- COMPUTED POINT - SR 97A LR3 CURVE POINT, OR OTHER
- COMPUTED CURVE POINT SR 97A LR4 LINE
- SET PLASTIC CAP LS 37543 ON 5/8" REBAR OR 1" BRASS PLUG IN ROCK EXCEPT THOSE APPROVED TO BE SET AT A LATER DATE
- [ ] RECORD DATA PER SR 97 ALT RIGHT OF PLANS REFERENCED HEREON, DISTANCE SHOWN IN COMPARISON WITH DATA COMPILED FOR THIS SURVEY, OR ACCEPTED
- A.P.N. ASSESSOR'S PARCEL NUMBER
- A.F.N. AUDITOR'S FILE NUMBER
- R.O.S. RECORD OF SURVEY

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

- MN1 [LR3 215+40.04 P.C.] FOUND 1/16" WIRE IN 2" IRON PIPE IN A MONUMENT CASE BEARS N 81°12'24" W 0.81' FROM COMPUTED POINT
  - MN2 [LR3 217+35.35 P.T.] FOUND 1/16" WIRE IN 2" IRON PIPE IN A MONUMENT CASE BEARS N 73°25'47" W 0.75' FROM COMPUTED POINT
  - MN3 [LR3 221+54.99 P.C.] FOUND 1/16" WIRE IN 2" IRON PIPE IN A MONUMENT CASE BEARS N 73°25'47" W 0.04' FROM COMPUTED POINT
  - MN4 [LR3 223+20.20 P.T.] FOUND 1/16" WIRE IN 2" IRON PIPE IN A MONUMENT CASE BEARS N 90°01'33" W 0.05' FROM COMPUTED POINT
  - MN5 [LR3 227+78.52 P.C.] FOUND 1/16" WIRE IN 2" IRON PIPE IN A MONUMENT CASE BEARS S 90°01'33" E 0.46' FROM COMPUTED POINT
  - MN6 [LR3 230+66.44 P.T.] FOUND 1/16" WIRE IN 2" IRON PIPE IN A MONUMENT CASE BEARS N 82°46'45" W 0.46' FROM COMPUTED POINT
- NOTE: SR 97A CENTERLINE STATIONING AND CURVE DATA SHOWN IN COMPARISON WITH CURVE DATA COMPILED FOR THIS SURVEY PER RIGHT OF WAY PLANS TITLED "SR 97 ALT", CHELAN, JOHNSON PLACE TO PARK STREET, CHELAN COUNTY, RIGHT OF WAY STA. LR3 211+00 TO STA. LR3 242+00, SHEET 1-3 OF 4, APPROVED: JULY 26, 1960 AND RIGHT OF WAY DEED A.F.N. 579593, SAID PLANS RECEIVED FROM THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION.

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

P.I. Station	Delta (Δ)	Radius (R)	Length (L)	Chord (C)	Chord Bearing
[LR4 215+64.51 P.I.]	Δ: 07°46'37" (07°46'45")	R: 1489.02 (1482.35)	L: 193.32 (195.23)	C: 157.05	S 77°19'06" E
[LR3 216+37.86 P.I.]	Δ: 07°46'37" (07°46'45")	R: 1489.02 (1482.35)	L: 193.32 (195.23)	C: 157.05	S 77°19'06" E
[LR4 221+50.71 P.I.]	Δ: 06°38'46" (06°38'30")	R: 1489.02 (1482.35)	L: 165.20 (165.19)	C: 157.05	S 76°43'40" E
[LR4 222+37.69 P.I.]	Δ: 06°38'46" (06°38'30")	R: 1489.02 (1482.35)	L: 165.20 (165.19)	C: 157.05	S 76°43'40" E
[LR4 222+37.69 P.I.]	Δ: 06°38'46" (06°38'30")	R: 1489.02 (1482.35)	L: 165.20 (165.19)	C: 157.05	S 76°43'40" E
[LR3 229+22.52 P.I.]	Δ: 02°45'12" (02°52'45")	R: 1489.02 (1482.35)	L: 287.91 (287.89)	C: 157.05	S 81°24'09" E

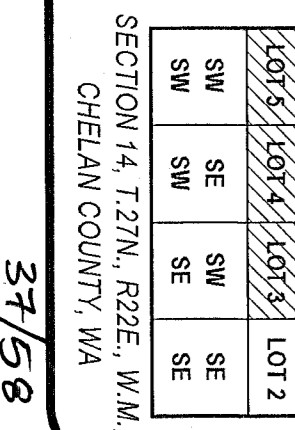


ACCEPTED SW. CORNER  
 SEC. 14 - FOUND 2-1/2"  
 ALUMINUM CAP 1995 LS  
 15640" IN 4" CONCRETE  
 MONUMENT



PROFESSIONAL LAND SURVEYING &  
 LAND USE CONSULTING  
 P.O. Box 4266 WENATCHEE, WA 98807-04266  
 Phone: (509) 436-1640  
 48north.com

DATE:	JANUARY 17, 2022	DRAWN BY:	EBG
DRAWING:	18-039 GBI PLATR2 S2.DWG	PROJECT:	18-039



AUDITOR'S INDEX SKETCH

LAKE CHELAN

GOVT. LOT 1  
 GOVT. LOT 2  
 GOVT. LOT 3  
 GOVT. LOT 4  
 GOVT. LOT 5

SW SE SW SE  
 SW SE SW SE

SECTION 14, T.27N., R.22E., W.M.,  
 CHELAN COUNTY, WA

**TRACT DESCRIPTIONS/CONDITIONS**

TRACT A: 35,072 S.F. - PUBLIC SPACE ACCESS UTILITIES, PARKING BY PUBLIC EASEMENT AND MAINTENANCE AGREEMENT A.F.N. \_\_\_\_\_

TRACT B: 2,621 S.F. - CONVEYED TO THE CITY OF CHELAN A.F.N. \_\_\_\_\_ ONLY STRUCTURES FOR PUBLIC USE, PARKING AND/OR UTILITY INFRASTRUCTURE MAY BE LOCATED WITHIN THE PUBLIC ACCESS AREAS INCLUDING THE PARCEL OR TRACT AND PUBLIC EASEMENT.

**EASEMENT NOTE**

1. 20' SANITARY SEWER EASEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF A PRIVATE SANITARY SEWER FORCE MAIN, SAID EASEMENT GRANTED BY THE CITY OF CHELAN TO THE OWNERS OF THE CHELAN BAY DEVELOPMENT BY EXECUTION OF THIS PLAT. SAID EASEMENT IS CENTERED UPON THE AS CONSTRUCTED LOCATION OF SAID FORCE MAIN PIPING RUNNING FROM THE EXISTING MANHOLE.

**PRIVATE LANES**

BURBOT LANE: EASEMENT FOR PRIVATE ACCESS AND THE INSTALLATION, OPERATION, & MAINTENANCE OF MAIN LINES OF PUBLIC UTILITIES TO LOTS 1 - 4, & TRACT A.

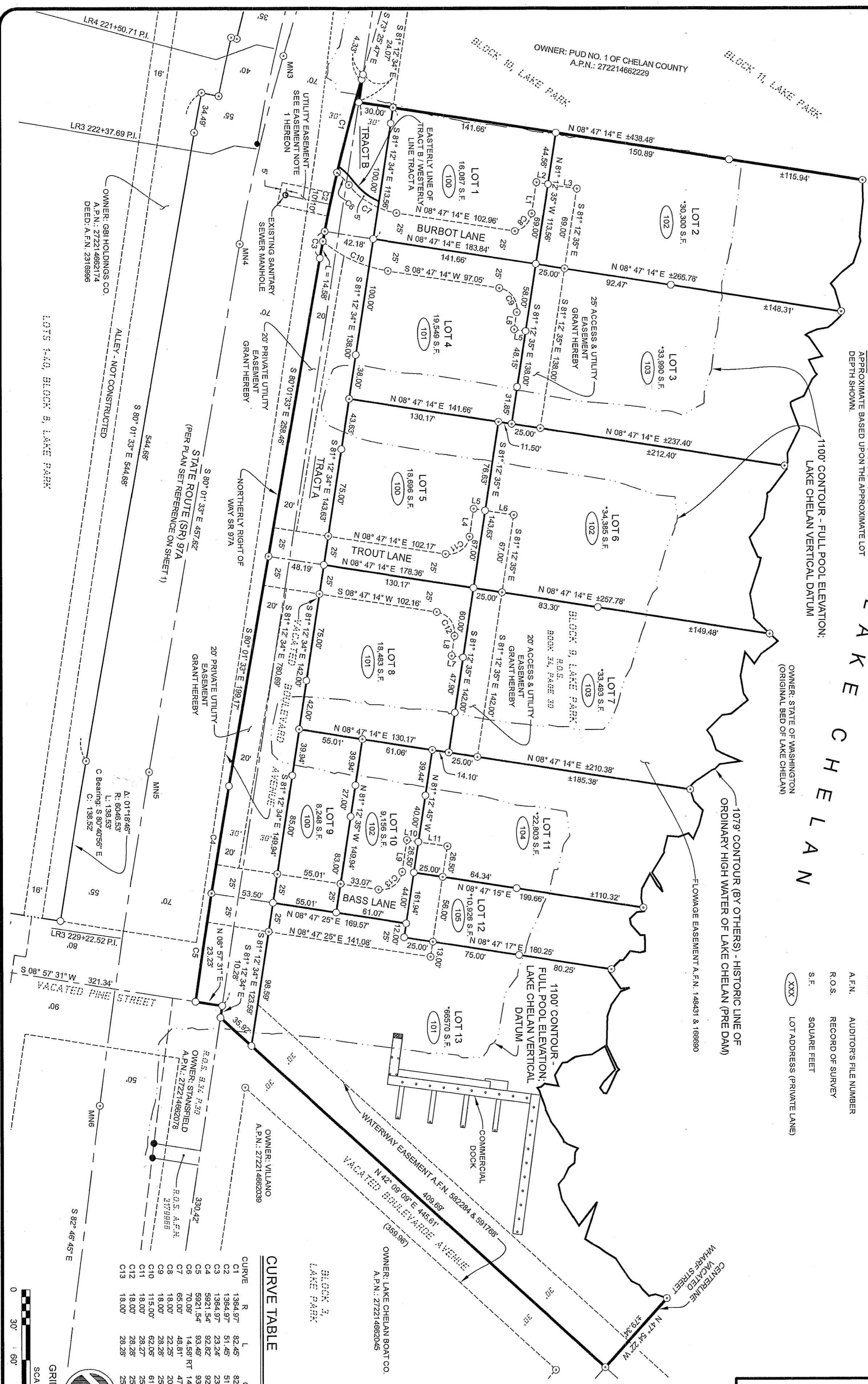
TROUT LANE: EASEMENT FOR PRIVATE ACCESS AND THE INSTALLATION, OPERATION, & MAINTENANCE OF MAIN LINES OF PUBLIC UTILITIES TO LOTS 5 - 8, & TRACT A.

BASS LANE: EASEMENT FOR PRIVATE ACCESS AND THE INSTALLATION, OPERATION, & MAINTENANCE OF MAIN LINES OF PUBLIC UTILITIES TO LOTS 9 - 13, & TRACT A.

**LEGEND/ABBREVIATIONS**

- FOUND MONUMENT AS NOTED
- FOUND REBAR AND CAP. LS. 31450, OR AS NOTED
- COMPUTED POINT - SR 97A LR3 CURVE POINT, OR OTHER
- COMPUTED CURVE POINT SR 97A, LR4 LINE
- SET PLASTIC CAP. LS. 37543 ON 5/8" REBAR OR 1" BRASS PLUG ON ROCK. APPROVED TO BE SET AT A LATER DATE
- [ ] RECORD DATA PER SR 97A RIGHT OF PLANS REFERENCED HEREON. DISTANCE SHOWN IN COMPARISON WITH DATA COMPILED FOR THIS SURVEY, OR ACCEPTED CONVERTED TO GRID DISTANCE
- ( ) RECORD DATA PER PLAT OF LAKE PARK, VOLUME 1, PAGE 27. DISTANCES HAVE BEEN CONVERTED TO GRID DISTANCE
- A.P.N. ASSESSOR'S PARCEL NUMBER
- A.F.N. AUDITOR'S FILE NUMBER
- R.O.S. RECORD OF SURVEY
- S.F. SQUARE FEET
- XXX LOT ADDRESS (PRIVATE LANE)

**A COMMON OWNERSHIP INTEREST PLAT COMMUNITY**  
**CHELAN BAY**  
 BLOCK 9, PLAT OF LAKE PARK, AND VACATED BOULEVARD AVENUE;  
 WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5, SEC. 14, T.27N., R.22E.W.M., CITY OF CHELAN, CHELAN COUNTY, WA  
 SDP 2019-10, SEPA 2019-16, SUB 2019-16

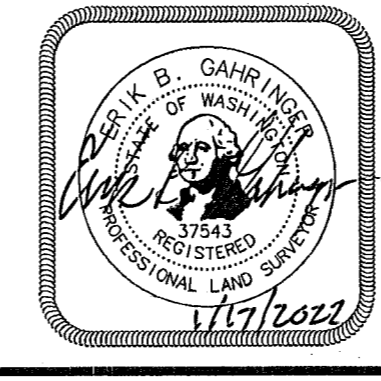


**CURVE TABLE**

CURVE	R	L	C	C BEARING	A
C1	1364.97	82.45	82.44	S 75°09'37" E	3°27'39"
C2	1364.97	51.45	51.45	S 77°58'11" E	2°08'35"
C3	1364.97	23.24	23.24	S 79°32'17" E	0°58'32"
C4	5921.54	92.82	92.82	S 80°28'30" E	0°53'33"
C5	5921.54	93.49	93.49	S 81°22'35" E	0°54'17"
C6	70.08	14.58	14.58	N 46°24'14" E	11°55'12"
C7	65.00	48.81	47.67	N 30°17'56" E	43°01'24"
C8	18.00	22.25	20.86	N 45°48'02" W	70°49'08"
C9	18.00	22.25	25.46	S 53°47'19" W	90°00'12"
C10	18.00	62.06	61.31	S 24°14'45" W	30°55'03"
C11	18.00	28.27	25.46	N 35°12'41" W	89°59'48"
C12	18.00	28.27	25.46	N 53°47'19" W	90°00'12"
C13	18.00	28.28	25.46	S 35°12'40" E	90°00'10"

**LINE TABLE**

LINE BEARING	LINE BEARING
L1 N 81°12'35" W 27.00'	L1 N 81°12'35" W 27.00'
L2 N 08°47'25" E 10.00'	L2 N 08°47'25" E 10.00'
L3 N 08°47'25" E 25.00'	L3 N 08°47'25" E 25.00'
L4 S 81°12'35" E 24.00'	L4 S 81°12'35" E 24.00'
L5 N 08°47'25" E 25.00'	L5 N 08°47'25" E 25.00'
L6 N 08°47'25" E 25.00'	L6 N 08°47'25" E 25.00'
L7 S 08°47'25" W 10.00'	L7 S 08°47'25" W 10.00'
L8 N 81°12'35" W 17.00'	L8 N 81°12'35" W 17.00'
L9 N 81°12'45" W 27.50'	L9 N 81°12'45" W 27.50'
L10 N 08°47'15" E 10.00'	L10 N 08°47'15" E 10.00'
L11 N 08°47'15" E 25.00'	L11 N 08°47'15" E 25.00'



**NORTH**

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING  
 P.O. Box 4266 WENATCHEE, WA 98807-04266  
 Phone: (509) 436-1640  
 48dnorth.com

DATE: JANUARY 17, 2022	DRAWN BY: EBG
DRAWING: 18-039 GBI PLATR2 SHT 3.DWG	PROJECT: 18-039



**EXHIBIT C  
TO  
PUBLIC OFFERING STATEMENT ASSOCIATION  
ARTICLES OF INCORPORATION**

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, **KIM WYMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**ARTICLES OF INCORPORATION**

to

**CHELAN BAY HOMEOWNERS ASSOCIATION**

A **WA NONPROFIT CORPORATION**, effective on the date indicated below.

Effective Date: 02/16/2021

UBI Number: 604 708 971



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

A handwritten signature in blue ink that reads "Kim Wyman".

Kim Wyman, Secretary of State

Date Issued: 02/16/2021

**EXHIBIT D  
TO  
PUBLIC OFFERING STATEMENT ASSOCIATION  
BYLAWS**

**BYLAWS OF  
CHELAN BAY  
HOMEOWNERS ASSOCIATION**

**ARTICLE I  
OFFICES AND PURPOSE**

Section 1.1 **Principal Office.** The Principal Office of the Association shall be established and maintained at: \_\_\_\_\_.

Section 1.2 **Other Offices.** The Association may have other offices, at such place or places as the Board of Directors may determine from time to time or the business of the Association may require.

Section 1.3 **Purpose.** The Association shall enforce the Declaration of Protective Covenants, Conditions, Easements, and Restrictions for the Chelan Bay Subdivision, and amendments thereto (the "Covenants"), originally recorded on 9th day of March, 202~~2~~, under Chelan County Auditor's No. 2563601.

Section 1.4 **Members and Voting.** Members of the Association are those persons or entities owning property subject to the Covenants. Voting is governed by the Covenants.

**ARTICLE II  
BOARD OF DIRECTORS**

Section 2.1 **Powers.** The business of the Association shall be managed and its corporate powers shall be exercised by its Board of Directors, except as otherwise provided by statute or by the Covenants.

Section 2.2 **Number.** Until the number is changed by resolution of the directors at any time, the Board shall consist of one (1) director, provided, Chris Martin shall initially fill that position.

Section 2.3 **Election and Term of Office.** At the annual meeting of the Association, the persons receiving the greatest number of votes, up to the number of directors to be elected, shall be the directors. Each director shall hold office for a one-year term, or until his or her successor is elected and qualified, or until his or her earlier resignation by written notice to the Secretary of the Association, or until his or her removal from office.

Section 2.4 **Elections and Vacancies.** Any election of a director, including elections resulting from a vacancy occurring in the Board of Directors or an increase in the number of

directors, shall be filled by the affirmative vote of a majority of the directors then in office, though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected until the next annual meeting of the Association.

Section 2.5 **Removal.** At a special meeting of the directors, duly called expressly for that purpose as provided in these Bylaws, any director or directors, by the affirmative vote of two-thirds of all the directors, may be removed from office, either with or without cause, and the remaining directors, in the manner provided in these Bylaws, shall fill any vacancy or vacancies created by such a removal.

Section 2.6 **Place of Meetings.** Meetings of the Board of Directors of the Association, regular or special, may be held either within or without the State of Washington.

Section 2.7 **Annual Meetings.** The Association shall hold an annual meeting each year on the first Tuesday in May beginning in 2021 for the purpose of election of directors and officers and for the consideration of any other business that may be properly brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for such regular meeting shall be necessary. At the annual meeting, the Board of Directors shall accept nominations for the directors' positions to be filled from any member.

Section 2.8 **Special Meetings.** Special meetings of the Board of Directors may be called by any two directors, the Chairman of the Board or the President or Secretary on two (2) days' written notice to each director, either personally or by mail or by telegram. Notice of any special meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance by a director at a special meeting shall constitute a waiver of notice of such special meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because such special meeting is not lawfully convened.

Section 2.9 **Quorum.** A majority of all the directors shall constitute a quorum for the transaction of business. The affirmative vote of the majority of directors present at a meeting where a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 2.10 **Executive Committee.** The Board, by resolution passed by a majority of the whole Board, may designate from among its members an executive committee and one or more other committees, which committees, to the extent provided in such resolution, shall have and exercise any or all of the authority of the Board of Directors, except that no such committee shall have the authority to designate candidates for the office of director, fill vacancies on the Board of Directors or any committee thereof or amend the Bylaws.

Section 2.11 **Presence at Meetings.** Members of the Board of Directors or an executive committee shall be deemed present in person at a meeting of such Board or committee if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

### ARTICLE III OFFICERS

Section 3.1 **Designation.** The Association shall have a President, a Secretary and a Treasurer. The Association also may have, at the discretion of the Board of Directors, one or more Vice Presidents (however titled), Assistant Secretaries and Assistant Treasurers. One person may hold two or more offices.

Section 3.2 **Election.** The officers of the Association, except such officers as may be elected in accordance with the provisions of Section 3.3 or Section 3.5 of this Article, shall be elected annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified. Officers shall be elected by the affirmative vote of the majority of directors present at a meeting where a quorum is present.

Section 3.3 **Subordinate Officers.** The Board of Directors may elect such other officers as the business of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may determine from time to time.

Section 3.4 **Removal and Resignation.** Any officer may be removed, either with or without cause, by the affirmative vote of the majority of directors present at any meeting where a quorum is present, or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors, or the President or the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.5 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors.

Section 3.6 **President.** The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall have general supervision, direction and control of the business and affairs of the Association. He shall preside at all meetings of the Board of Directors. He shall execute deeds, bonds, mortgages and other

instruments on behalf of the Association, except where required or permitted by law to be signed and executed otherwise and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association. He shall be ex-officio a member of all the standing committees, if any, shall have the general powers and duties of management usually vested in the office of the chief executive officer of an Association, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

**Section 3.7 Vice Presidents.** The Vice Presidents, if any, shall have such powers and perform such duties as may be prescribed from time to time for them respectively by the President, the Board of Directors or these Bylaws.

**Section 3.8 Secretary.** The Secretary shall keep, or cause to be kept, a book of minutes at the registered or principal office, or such other place as the Board of Directors may order, of all meetings of directors with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, and the proceedings thereof.

The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors required by these Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

**Section 3.9 Treasurer.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. The books of account shall be open at all reasonable times to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association, shall render to the President and any director, whenever requested, an account of all his transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

#### ARTICLE IV GENERAL PROVISIONS

**Section 4.1 Checks.** All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may designate from time to time.

Section 4.2 **Fiscal Year.** The fiscal year of the Association shall end on the 31<sup>st</sup> day of December.

Section 4.3 **Execution of Deeds, Contracts and Other Documents.** Except as otherwise provided by the Board of Directors, all deeds and mortgages made by the Association and all other written contracts and agreements to which the Association shall be a party may be executed on behalf of the Association by the President or one or more Vice Presidents, if any shall have been elected, and may be attested to by the Secretary or Assistant Secretary. The Board of Directors may authorize the execution of deeds, mortgages and all other written contracts and agreements to which the Association may be a party by such other officers, assistant officers or agents, as may be selected by the President from time to time and with such limitations and restrictions as authorization may prescribe.

## ARTICLE V AMENDMENT TO BYLAWS

These Bylaws may be altered, amended, repealed or added to by the vote of two-thirds of the Board of Directors present at any regular meeting of the said Board, or at a special meeting of the directors called for that purpose, provided a quorum of the directors are present at such meeting.

## ARTICLE VI INDEMNIFICATION

Section 6.1 **General.** Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of that fact that he or she is or was a director or officer of the Association or, being or having been such a director or officer, he or she is or was serving at the request of the Association as a director, officer, employee or agent of another Association or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent or in any other capacity, shall be indemnified and held harmless by the Association to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, and all amounts to be paid in settlement) actually or reasonably incurred or suffered by such person in connection therewith. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. No indemnification shall be provided under this Article to any such person if the Association is prohibited by the nonexclusive provisions of any applicable law as then in effect from paying



such indemnification. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made to or on behalf of a director or officer only upon delivery to the Association of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise, which undertaking may be unsecured and may be accepted without reference to financial ability to make repayment.

Section 6.2 **Non-Exclusive.** The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Bylaws, agreement, vote or disinterested directors or otherwise.


Section 6.3 **Insurance.** The Association may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Association or another Association, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under applicable law. The Association may enter into contracts with any director or officer of the Association in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 6.4 **Interim Payments.** The Association may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Association or pursuant to rights granted pursuant to, or provided by, applicable law.

## ARTICLE VII SEVERABILITY

The provisions of these Bylaws shall be separable each from any and all other provisions of these Bylaws, and if any such provision shall be adjudged to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, or the powers granted to this Association by the Covenants or Bylaws.

These Bylaws are adopted by resolution of the Corporation's Board of Directors effective on the effective date of the filing of the Corporation's Articles of Incorporation.

By:   
\_\_\_\_\_

Chris Martin, Sole Director

**EXHIBIT E  
TO  
PUBLIC OFFERING STATEMENT ASSOCIATION  
BUDGET**

**Chelan Bay  
Proposed Budget**

<b>Income</b>	<b>Annual Proposed Budget</b>
HOA Dues (12 lots @ \$300 per month)	\$ 43,200.00
<b>Total Income</b>	<b>\$ 43,200.00</b>

<b>Expense</b>	
Accounting Fees	\$ 1,000.00
Bank fees	\$ 50.00
Contingency reserve (30% annual expense)	\$ 9,828.00
HOA Insurance	\$ 1,500.00
Irrigation system maintenance	\$ 535.00
Landscaping	\$ 4,500.00
Legal Expense	\$ -
Licenses and permits	\$ 10.00
Maintenance Supplies	\$ 600.00
Pest Control	\$ 600.00
Property Management	\$ 6,000.00
Reserve transfer- monthly	\$ 12,000.00
Road Maintenance- sweeping	\$ 300.00
Snow Plowing	\$ 1,500.00
Utilities- internet for wireless gate (2)	\$ 1,740.00
Utilities- Electricity (3 light post & gates)	\$ 720.00
Utilities- Water (city) - irrigation	\$ 1,689.12
<b>Total Expenses</b>	<b>\$ 42,572.12</b>

**Net Ordinary Income** \$ 627.88

<b>Income</b>
HOA Dues (12 lots @ \$300 per month)
<b>Total Income</b>

<b>Expense</b>
Accounting Fees
Bank fees
Contingency reserve (30% annual expense)
HOA Insurance
Irrigation system maintenance
Landscaping
Legal Expense
Licenses and permits
Maintenance Supplies
Pest Control
Property Management
Reserve transfer- monthly
Road Maintenance- sweeping
Snow Plowing
Utilities- internet for wireless gate (2)
Utilities- Electricity (3 light post & gates)
Utilities- Water (city) - irrigation
<b>Total Expenses</b>

**Net Ordinary Income**

	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>YTD</b>
HOA Dues (12 lots @ \$300 per month)	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	43,200.00
<b>Total Income</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>3,600.00</b>	<b>43,200.00</b>

	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>APR</b>	<b>MAY</b>	<b>JUNE</b>	<b>JULY</b>	<b>AUG</b>	<b>SEPT</b>	<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	
Accounting Fees	0.00			1,000.00									1,000.00
Bank fees	4.15	4.15	4.15	4.15	4.15	4.35	4.15	4.15	4.15	4.15	4.15	4.15	50.00
Contingency reserve (30% annual expense)	819.00	819.00	819.00	819.00	819.00	819.00	819.00	819.00	819.00	819.00	819.00	819.00	9,828.00
HOA Insurance	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
Irrigation system maintenance			135.00	200.00						200.00			535.00
Landscaping				750.00	750.00	750.00	750.00	750.00	750.00	750.00			4,500.00
Legal Expense													0.00
Licenses and permits	10.00												10.00
Maintenance Supplies	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Pest Control				100.00	100.00	100.00	100.00	100.00	100.00	100.00			600.00
Property Management	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
Reserve transfer- monthly	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Road Maintenance- sweeping			300.00										300.00
Snow Plowing	300.00	300.00	300.00									300.00	1,500.00
Utilities- internet for wireless gate (2)	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	145.00	1,740.00
Utilities- Electricity (3 light post & gates)	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	720.00
Utilities- Water (city) - irrigation	140.76	140.76	140.76	140.76	140.76	140.76	140.76	140.76	140.76	140.76	140.76	140.76	1,689.12
<b>Total Expenses</b>	<b>3,153.91</b>	<b>3,143.91</b>	<b>3,578.91</b>	<b>4,893.91</b>	<b>3,693.91</b>	<b>3,694.11</b>	<b>3,693.91</b>	<b>3,693.91</b>	<b>3,693.91</b>	<b>3,043.91</b>	<b>3,143.91</b>	<b>3,143.91</b>	<b>42,572.12</b>
<b>Net Ordinary Income</b>	<b>446.09</b>	<b>456.09</b>	<b>21.09</b>	<b>-1,293.91</b>	<b>-93.91</b>	<b>-94.11</b>	<b>-93.91</b>	<b>-93.91</b>	<b>-93.91</b>	<b>556.09</b>	<b>456.09</b>	<b>456.09</b>	<b>627.88</b>

**EXHIBIT F  
TO  
PUBLIC OFFERING STATEMENT ASSOCIATION  
ASSOCIATION BALANCE SHEET**

**Chelan Bay Homeowner's Association**

**Balance Sheet**

as of: 4/19/22

**Assets:**

**Cash**

Operating Cash	\$ 5,000.00
Reserve Replacement	\$ -
<b>Total Cash</b>	<b>\$ 5,000.00</b>

**Liabilities and Capital**

**Liabilities**

Prepayments	\$ -
<b>Total Liabilities</b>	<b>\$ -</b>

**Capital**

Appfolio Opening Balance	\$ 5,000.00
Calculated Retained Earnings	\$ -
Calculated Prior Years Earnings	\$ -
<b>Total Capital</b>	<b>\$ 5,000.00</b>

**Total Liabilities and Capital** **\$ 5,000.00**

Prepared by:

Coldwell Banker Cascade Real Estate

Jolene Baker, HOA Manager

509-682-7777

**EXHIBIT G  
TO  
PUBLIC OFFERING STATEMENT  
RESERVE STUDY**

Serving the Pacific Northwest  
10900 NE 4th St, Suite 2300  
Bellevue, WA 98004



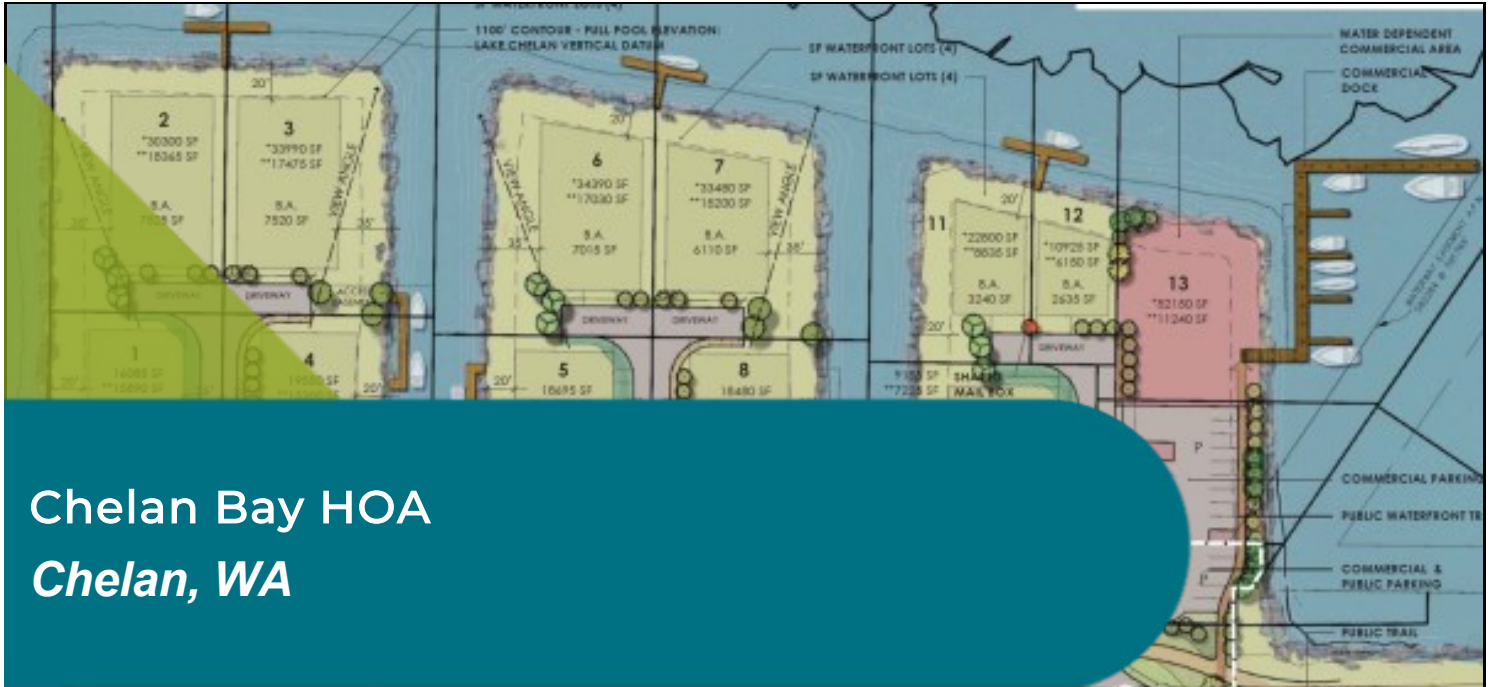
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# Chelan Bay HOA

## Chelan, WA



Report #: 42248-0  
Beginning: January 1, 2022  
Expires: December 31, 2022

# RESERVE STUDY

## "Full"

July 9, 2021



# Welcome to your Reserve Study!

**A** Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

**R**egardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because planning for the inevitable is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Component List**  
Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.
- **Reserve Fund Strength**  
A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.
- **Reserve Funding Plan**  
A multi-year funding plan based on current Reserve Fund strength that allows for component repairs and replacements to be completed in a timely manner, with an emphasis on fairness and avoiding "catch-up" funding.

## Questions?

Please contact your Project Manager directly.



Est. 1986

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[www.reservestudy.com](http://www.reservestudy.com)

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Chelan Bay HOA  
Chelan, WA  
Level of Service: "Full"

Report #: 42248-0  
# of Units: 12

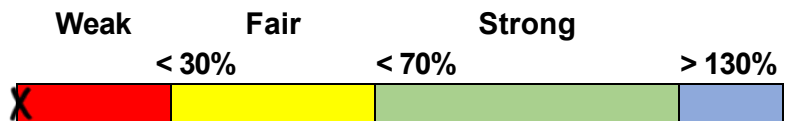
January 1, 2022 through December 31, 2022

Findings & Recommendations

as of January 1, 2022

Starting Reserve Balance	\$0
Current Fully Funded Reserve Balance	\$1,010
Percent Funded	0.0 %
Average Reserve (Deficit) or Surplus Per Unit	(\$84)
Recommended 2022 100% Annual "Full Funding" Contributions	\$12,000
Recommended 2022 70% Annual "Threshold Funding" Contributions	\$9,980
2022 "Baseline Funding" minimum to keep Reserves above \$0	\$7,600

Reserve Fund Strength: 0.0%



Risk of Special Assessment:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	1.00 %
Annual Inflation Rate	3.00 %

- This is a "Full", meeting all requirements of the Revised Code of Washington (RCW). This study was prepared by, or under the supervision of a credentialed Reserve Specialist (RS™).
- Your Reserve Fund is currently 0.0 % Funded. This means the association's special assessment & deferred maintenance risk is currently High. The objective of your multi-year Funding Plan is to fund your Reserves to a level where you will enjoy a low risk of such Reserve cash flow problems.
- Based on this starting point and your anticipated future expenses, our recommendation is to budget Reserve Contributions to within the 70% to 100% range (\$9,980 to \$12,000) as noted above. The 100% "Full" and 70% contribution rates are designed to gradually achieve these funding objectives by the end of our 30-year report scope.
- No assets appropriate for Reserve designation known to be excluded. See appendix for component information and the basis of our assumptions. "Baseline Funding" in this report is as defined within the RCW, "to maintain the reserve account balance above zero throughout the thirty-year study period, without special assessments." Funding plan contribution rates, and reserves deficit or (surplus) are presented as an aggregate total, assuming average percentage of ownership. The actual ownership allocation may vary - refer to your governing documents, and assessment computational tools to adjust for any variation.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
<b>Site &amp; Grounds</b>				
120	Private Drives, Concrete - Rpr/Rplc	15	15	\$5,000
121	Drives, Asphalt - Resurface	30	30	\$50,600
123	Drives, Asphalt - Repair/Sealcoat	5	4	\$5,050
135	Gates - Repair/Replace	40	40	\$46,000
136	Gate Operators - Repair/Replace	15	15	\$16,000
137	Gate Access Panels - Replace	15	15	\$8,000
140	Wood Fence – Repair/Replace	15	15	\$25,000
142	Wood Fence - Clean & Stain	3	3	\$5,550
170	Landscape - Maintain/Refurbish	15	15	\$5,000
175	Irrigation System - Repair/Replace	15	15	\$3,000
182	Stormwater System - Maintain	3	3	\$1,000
205	Mailboxes – Repair/Replace	20	20	\$2,550
<b>12 Total Funded Components</b>				

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

## Introduction



A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.



Reserve contributions are not “for the future”. Reserve contributions are designed to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

## Methodology



For this [Full Reserve Study](#), we started with a review of your Governing Documents, recent Reserve expenditures, an evaluation of how expenditures are handled (ongoing maintenance vs Reserves), and research into any well-established association precedents. We

performed an on-site inspection to quantify and evaluate your common areas, creating your Reserve Component List *from scratch*.

## *Which Physical Assets are Funded by Reserves?*

There is a national-standard four-part test to determine which expenses should appear in your Reserve Component List. First, it must be a common area maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an association's total budget). This limits Reserve



RESERVE COMPONENT "FOUR-PART TEST"

Components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

## *How do we establish Useful Life and Remaining Useful Life estimates?*

- 1) Visual Inspection (observed wear and age)
- 2) Association Reserves database of experience
- 3) Client History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

## *How do we establish Current Repair/Replacement Cost Estimates?*

In this order...

- 1) Actual client cost history, or current proposals
- 2) Comparison to Association Reserves database of work done at similar associations
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

## How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
- 2) Compare that to the Reserve Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!

## How much should we contribute?



RESERVE FUNDING PRINCIPLES

According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable contribution is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are evenly distributed over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Boardmembers to recommend to their association. Remember, it is the Board's job to provide for the ongoing care of the common areas. Boardmembers invite liability exposure when Reserve contributions are inadequate to offset ongoing common area deterioration.

## What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*



FUNDING OBJECTIVES

Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.



## **Site Inspection Notes**

We did not inspect this property during our July 2021 report preparation as construction had not yet commenced at the site. This reserve study is based on plans/specifications provided to us along with additional information provided by the Developer. Once the improvements are in place, a site visit reserve study should be conducted to verify improvements at the site. If significant differences from the plans/specifications exist, this could affect the results of this reserve study.

## Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away.

The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these expenses are shown in the 30-yr Summary Table, while details of the projects that make up these expenses are shown in the Cash Flow Detail Table.

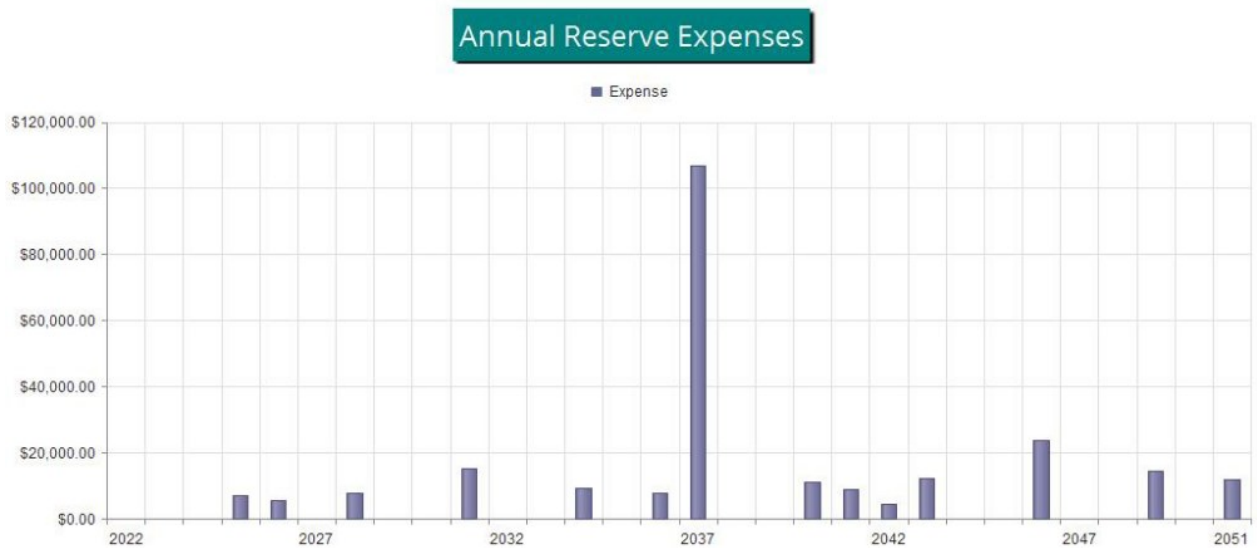


Figure 1

## Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$0 as-of the start of your Fiscal Year on 1/1/2022. As of that date, your Fully Funded Balance is computed to be \$1,010 (see Fully Funded Balance Table). This figure represents the deteriorated value of your common area components.

## Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of \$12,000 per year this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary Table and the Cash Flow Detail Table.

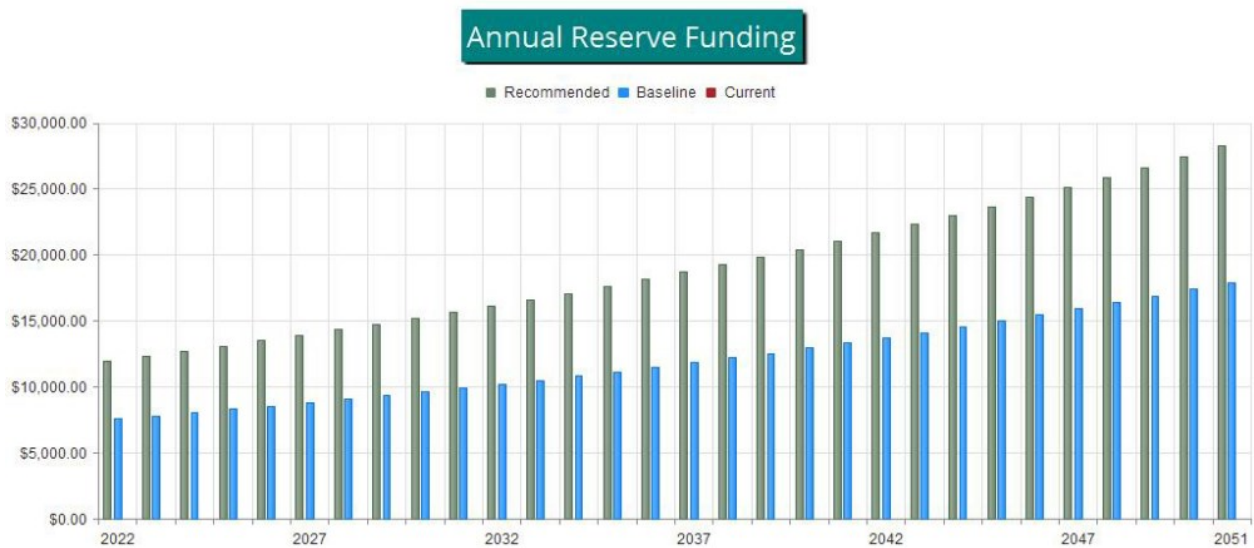


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan, an alternate Baseline Funding Plan, and at your current budgeted contribution rate (assumes future increases), compared to your always-changing Fully Funded Balance target.

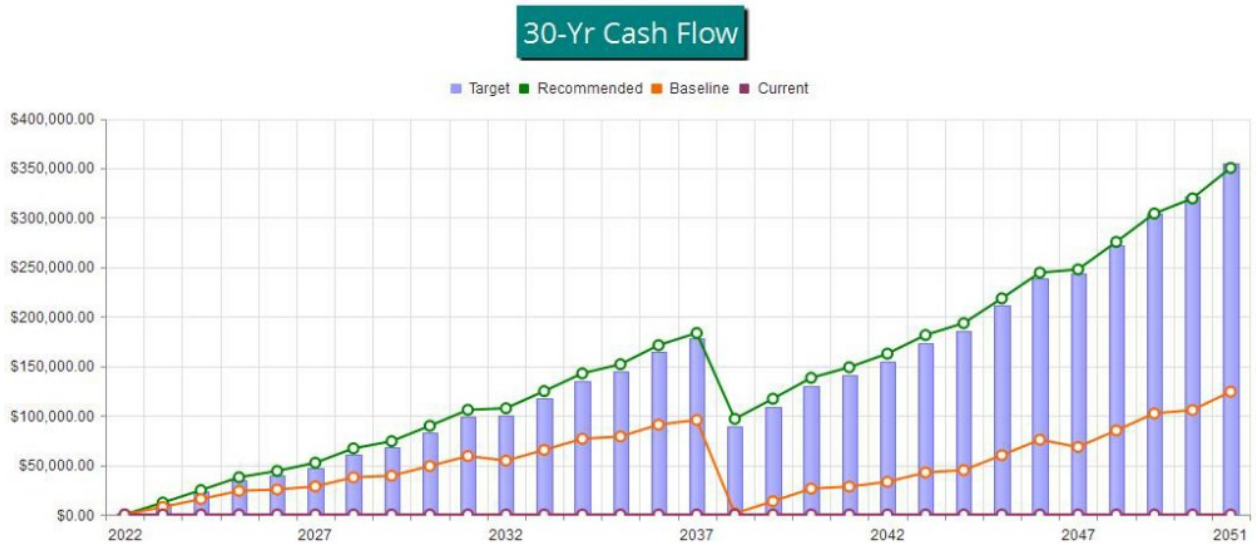


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

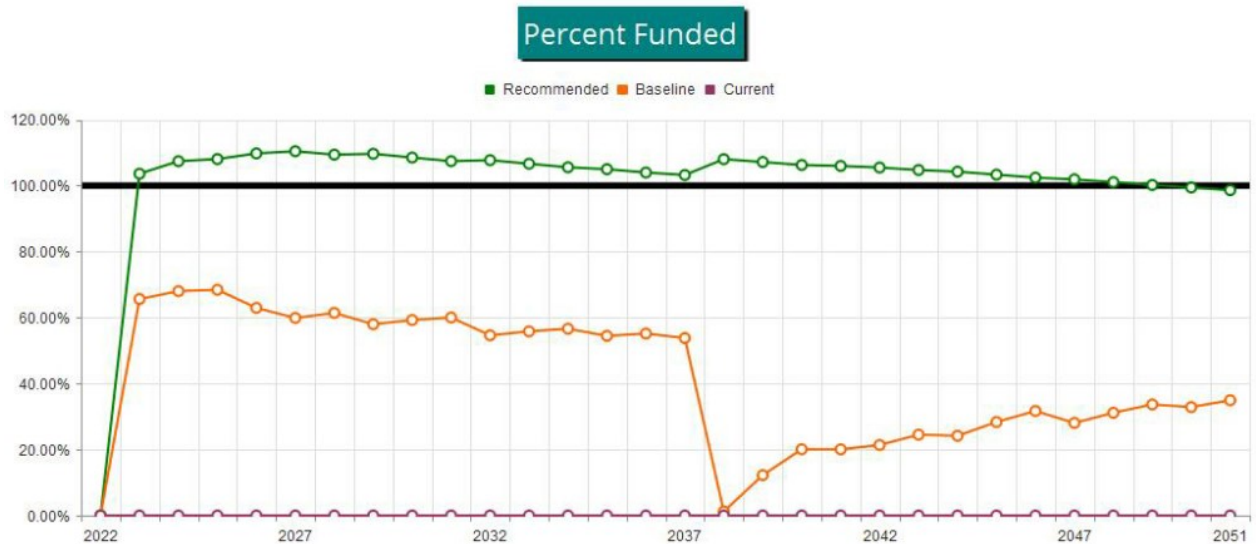


Figure 4



Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

# Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate		
				Best Case	Worst Case	
<b>Site &amp; Grounds</b>						
120	Private Drives, Concrete - Rpr/Rplc	~11,800 SF	15	15	\$4,000	\$6,000
121	Drives, Asphalt - Resurface	~18,400 SF, asphalt	30	30	\$46,000	\$55,200
123	Drives, Asphalt - Repair/Sealcoat	~18,400 SF, asphalt	5	4	\$4,000	\$6,100
135	Gates - Repair/Replace	(4) 11'8" metal (2) 3'8"	40	40	\$36,000	\$56,000
136	Gate Operators - Repair/Replace	~(4) electric operators	15	15	\$12,000	\$20,000
137	Gate Access Panels - Replace	~(2) entry panels	15	15	\$6,000	\$10,000
140	Wood Fence – Repair/Replace	~450 LF, 6' high cedar	15	15	\$22,500	\$27,500
142	Wood Fence - Clean & Stain	~450 LF, 6' high cedar	3	3	\$4,600	\$6,500
170	Landscape - Maintain/Refurbish	Trees, shrubs, grass, etc	15	15	\$4,000	\$6,000
175	Irrigation System - Repair/Replace	Heads, piping, etc.	15	15	\$2,000	\$4,000
182	Stormwater System - Maintain	(1) Contech Filter	3	3	\$700	\$1,300
205	Mailboxes – Repair/Replace	(3) cluster stands	20	20	\$2,100	\$3,000
12 Total Funded Components						

#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
Site & Grounds								
120	Private Drives, Concrete - Rpr/Rplc	\$5,000	X	0	/	15	=	\$0
121	Drives, Asphalt - Resurface	\$50,600	X	0	/	30	=	\$0
123	Drives, Asphalt - Repair/Sealcoat	\$5,050	X	1	/	5	=	\$1,010
135	Gates - Repair/Replace	\$46,000	X	0	/	40	=	\$0
136	Gate Operators - Repair/Replace	\$16,000	X	0	/	15	=	\$0
137	Gate Access Panels - Replace	\$8,000	X	0	/	15	=	\$0
140	Wood Fence – Repair/Replace	\$25,000	X	0	/	15	=	\$0
142	Wood Fence - Clean & Stain	\$5,550	X	0	/	3	=	\$0
170	Landscape - Maintain/Refurbish	\$5,000	X	0	/	15	=	\$0
175	Irrigation System - Repair/Replace	\$3,000	X	0	/	15	=	\$0
182	Stormwater System - Maintain	\$1,000	X	0	/	3	=	\$0
205	Mailboxes – Repair/Replace	\$2,550	X	0	/	20	=	\$0
								\$1,010

# Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
<b>Site &amp; Grounds</b>				
120 Private Drives, Concrete - Rpr/Rplc	15	\$5,000	\$333	3.24 %
121 Drives, Asphalt - Resurface	30	\$50,600	\$1,687	16.39 %
123 Drives, Asphalt - Repair/Sealcoat	5	\$5,050	\$1,010	9.81 %
135 Gates - Repair/Replace	40	\$46,000	\$1,150	11.17 %
136 Gate Operators - Repair/Replace	15	\$16,000	\$1,067	10.37 %
137 Gate Access Panels - Replace	15	\$8,000	\$533	5.18 %
140 Wood Fence – Repair/Replace	15	\$25,000	\$1,667	16.20 %
142 Wood Fence - Clean & Stain	3	\$5,550	\$1,850	17.98 %
170 Landscape - Maintain/Refurbish	15	\$5,000	\$333	3.24 %
175 Irrigation System - Repair/Replace	15	\$3,000	\$200	1.94 %
182 Stormwater System - Maintain	3	\$1,000	\$333	3.24 %
205 Mailboxes – Repair/Replace	20	\$2,550	\$128	1.24 %
12 Total Funded Components			\$10,291	100.00 %



Fiscal Year Start: 2022

Interest: 1.00 %

Inflation: 3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date	Projected Reserve Balance Changes
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Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase		Loan or Special Assmts	Interest Income	Reserve Expenses
					In Annual Reserve Contribs.	Reserve Contribs.			
2022	\$0	\$1,010	0.0 %	High	0.00 %	\$12,000	\$0	\$60	\$0
2023	\$12,060	\$11,640	103.6 %	Low	3.00 %	\$12,360	\$0	\$183	\$0
2024	\$24,604	\$22,907	107.4 %	Low	3.00 %	\$12,731	\$0	\$311	\$0
2025	\$37,645	\$34,839	108.1 %	Low	3.00 %	\$13,113	\$0	\$408	\$7,157
2026	\$44,009	\$40,094	109.8 %	Low	3.00 %	\$13,506	\$0	\$481	\$5,684
2027	\$52,313	\$47,373	110.4 %	Low	3.00 %	\$13,911	\$0	\$595	\$0
2028	\$66,819	\$61,082	109.4 %	Low	3.00 %	\$14,329	\$0	\$704	\$7,821
2029	\$74,031	\$67,515	109.7 %	Low	3.00 %	\$14,758	\$0	\$818	\$0
2030	\$89,607	\$82,577	108.5 %	Low	3.00 %	\$15,201	\$0	\$977	\$0
2031	\$105,785	\$98,481	107.4 %	Low	3.00 %	\$15,657	\$0	\$1,065	\$15,135
2032	\$107,372	\$99,676	107.7 %	Low	3.00 %	\$16,127	\$0	\$1,160	\$0
2033	\$124,659	\$116,911	106.6 %	Low	3.00 %	\$16,611	\$0	\$1,336	\$0
2034	\$142,605	\$135,091	105.6 %	Low	3.00 %	\$17,109	\$0	\$1,472	\$9,339
2035	\$151,847	\$144,637	105.0 %	Low	3.00 %	\$17,622	\$0	\$1,614	\$0
2036	\$171,084	\$164,542	104.0 %	Low	3.00 %	\$18,151	\$0	\$1,772	\$7,639
2037	\$183,368	\$177,643	103.2 %	Low	3.00 %	\$18,696	\$0	\$1,400	\$106,799
2038	\$96,664	\$89,484	108.0 %	Low	3.00 %	\$19,256	\$0	\$1,068	\$0
2039	\$116,989	\$109,177	107.2 %	Low	3.00 %	\$19,834	\$0	\$1,275	\$0
2040	\$138,098	\$129,972	106.3 %	Low	3.00 %	\$20,429	\$0	\$1,434	\$11,151
2041	\$148,810	\$140,431	106.0 %	Low	3.00 %	\$21,042	\$0	\$1,556	\$8,855
2042	\$162,553	\$154,109	105.5 %	Low	3.00 %	\$21,673	\$0	\$1,719	\$4,606
2043	\$181,339	\$173,133	104.7 %	Low	3.00 %	\$22,324	\$0	\$1,873	\$12,185
2044	\$193,351	\$185,495	104.2 %	Low	3.00 %	\$22,993	\$0	\$2,058	\$0
2045	\$218,402	\$211,369	103.3 %	Low	3.00 %	\$23,683	\$0	\$2,313	\$0
2046	\$244,398	\$238,630	102.4 %	Low	3.00 %	\$24,394	\$0	\$2,459	\$23,580
2047	\$247,670	\$243,047	101.9 %	Low	3.00 %	\$25,125	\$0	\$2,614	\$0
2048	\$275,410	\$272,532	101.1 %	Low	3.00 %	\$25,879	\$0	\$2,897	\$0
2049	\$304,186	\$303,567	100.2 %	Low	3.00 %	\$26,655	\$0	\$3,117	\$14,549
2050	\$319,408	\$321,233	99.4 %	Low	3.00 %	\$27,455	\$0	\$3,347	\$0
2051	\$350,210	\$355,121	98.6 %	Low	3.00 %	\$28,279	\$0	\$3,600	\$11,901

# 30-Year Reserve Plan Summary (Alternate Funding Plan)

Report # 42248-0  
Full

Fiscal Year Start: 2022

Interest: 1.00 %

Inflation: 3.00 %

Reserve Fund Strength: as-of Fiscal Year Start Date

Projected Reserve Balance Changes

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase		Loan or Special Assmts	Interest Income	Reserve Expenses
					In Annual Reserve Contribs.	Reserve Contribs.			
2022	\$0	\$1,010	0.0 %	High	0.00 %	\$7,600	\$0	\$38	\$0
2023	\$7,638	\$11,640	65.6 %	Medium	3.00 %	\$7,828	\$0	\$116	\$0
2024	\$15,582	\$22,907	68.0 %	Medium	3.00 %	\$8,063	\$0	\$197	\$0
2025	\$23,842	\$34,839	68.4 %	Medium	3.00 %	\$8,305	\$0	\$245	\$7,157
2026	\$25,235	\$40,094	62.9 %	Medium	3.00 %	\$8,554	\$0	\$268	\$5,684
2027	\$28,373	\$47,373	59.9 %	Medium	3.00 %	\$8,810	\$0	\$329	\$0
2028	\$37,512	\$61,082	61.4 %	Medium	3.00 %	\$9,075	\$0	\$383	\$7,821
2029	\$39,149	\$67,515	58.0 %	Medium	3.00 %	\$9,347	\$0	\$440	\$0
2030	\$48,937	\$82,577	59.3 %	Medium	3.00 %	\$9,627	\$0	\$540	\$0
2031	\$59,104	\$98,481	60.0 %	Medium	3.00 %	\$9,916	\$0	\$568	\$15,135
2032	\$54,453	\$99,676	54.6 %	Medium	3.00 %	\$10,214	\$0	\$598	\$0
2033	\$65,265	\$116,911	55.8 %	Medium	3.00 %	\$10,520	\$0	\$708	\$0
2034	\$76,493	\$135,091	56.6 %	Medium	3.00 %	\$10,836	\$0	\$776	\$9,339
2035	\$78,766	\$144,637	54.5 %	Medium	3.00 %	\$11,161	\$0	\$847	\$0
2036	\$90,775	\$164,542	55.2 %	Medium	3.00 %	\$11,496	\$0	\$931	\$7,639
2037	\$95,563	\$177,643	53.8 %	Medium	3.00 %	\$11,841	\$0	\$483	\$106,799
2038	\$1,088	\$89,484	1.2 %	High	3.00 %	\$12,196	\$0	\$72	\$0
2039	\$13,356	\$109,177	12.2 %	High	3.00 %	\$12,562	\$0	\$197	\$0
2040	\$26,115	\$129,972	20.1 %	High	3.00 %	\$12,938	\$0	\$271	\$11,151
2041	\$28,174	\$140,431	20.1 %	High	3.00 %	\$13,327	\$0	\$305	\$8,855
2042	\$32,951	\$154,109	21.4 %	High	3.00 %	\$13,726	\$0	\$377	\$4,606
2043	\$42,448	\$173,133	24.5 %	High	3.00 %	\$14,138	\$0	\$436	\$12,185
2044	\$44,838	\$185,495	24.2 %	High	3.00 %	\$14,562	\$0	\$524	\$0
2045	\$59,924	\$211,369	28.4 %	High	3.00 %	\$14,999	\$0	\$677	\$0
2046	\$75,600	\$238,630	31.7 %	Medium	3.00 %	\$15,449	\$0	\$719	\$23,580
2047	\$68,188	\$243,047	28.1 %	High	3.00 %	\$15,913	\$0	\$765	\$0
2048	\$84,865	\$272,532	31.1 %	Medium	3.00 %	\$16,390	\$0	\$935	\$0
2049	\$102,190	\$303,567	33.7 %	Medium	3.00 %	\$16,882	\$0	\$1,038	\$14,549
2050	\$105,561	\$321,233	32.9 %	Medium	3.00 %	\$17,388	\$0	\$1,148	\$0
2051	\$124,097	\$355,121	34.9 %	Medium	3.00 %	\$17,910	\$0	\$1,277	\$11,901

Fiscal Year	2022	2023	2024	2025	2026
Starting Reserve Balance	\$0	\$12,060	\$24,604	\$37,645	\$44,009
Annual Reserve Contribution	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$60	\$183	\$311	\$408	\$481
Total Income	\$12,060	\$24,604	\$37,645	\$51,166	\$57,996
# Component					
<b>Site &amp; Grounds</b>					
120 Private Drives, Concrete - Rpr/Rplc	\$0	\$0	\$0	\$0	\$0
121 Drives, Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
123 Drives, Asphalt - Repair/Sealcoat	\$0	\$0	\$0	\$0	\$5,684
135 Gates - Repair/Replace	\$0	\$0	\$0	\$0	\$0
136 Gate Operators - Repair/Replace	\$0	\$0	\$0	\$0	\$0
137 Gate Access Panels - Replace	\$0	\$0	\$0	\$0	\$0
140 Wood Fence – Repair/Replace	\$0	\$0	\$0	\$0	\$0
142 Wood Fence - Clean & Stain	\$0	\$0	\$0	\$6,065	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Repair/Replace	\$0	\$0	\$0	\$0	\$0
182 Stormwater System - Maintain	\$0	\$0	\$0	\$1,093	\$0
205 Mailboxes – Repair/Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$0	\$7,157	\$5,684
Ending Reserve Balance	\$12,060	\$24,604	\$37,645	\$44,009	\$52,313

<b>Fiscal Year</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>
Starting Reserve Balance	\$52,313	\$66,819	\$74,031	\$89,607	\$105,785
Annual Reserve Contribution	\$13,911	\$14,329	\$14,758	\$15,201	\$15,657
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$595	\$704	\$818	\$977	\$1,065
<b>Total Income</b>	<b>\$66,819</b>	<b>\$81,852</b>	<b>\$89,607</b>	<b>\$105,785</b>	<b>\$122,508</b>
# Component					
<b>Site &amp; Grounds</b>					
120 Private Drives, Concrete - Rpr/Rplc	\$0	\$0	\$0	\$0	\$0
121 Drives, Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
123 Drives, Asphalt - Repair/Sealcoat	\$0	\$0	\$0	\$0	\$6,589
135 Gates - Repair/Replace	\$0	\$0	\$0	\$0	\$0
136 Gate Operators - Repair/Replace	\$0	\$0	\$0	\$0	\$0
137 Gate Access Panels - Replace	\$0	\$0	\$0	\$0	\$0
140 Wood Fence – Repair/Replace	\$0	\$0	\$0	\$0	\$0
142 Wood Fence - Clean & Stain	\$0	\$6,627	\$0	\$0	\$7,241
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Repair/Replace	\$0	\$0	\$0	\$0	\$0
182 Stormwater System - Maintain	\$0	\$1,194	\$0	\$0	\$1,305
205 Mailboxes – Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$0</b>	<b>\$7,821</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,135</b>
Ending Reserve Balance	\$66,819	\$74,031	\$89,607	\$105,785	\$107,372

<b>Fiscal Year</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>
Starting Reserve Balance	\$107,372	\$124,659	\$142,605	\$151,847	\$171,084
Annual Reserve Contribution	\$16,127	\$16,611	\$17,109	\$17,622	\$18,151
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$1,160	\$1,336	\$1,472	\$1,614	\$1,772
<b>Total Income</b>	<b>\$124,659</b>	<b>\$142,605</b>	<b>\$161,186</b>	<b>\$171,084</b>	<b>\$191,006</b>
# Component					
<b>Site &amp; Grounds</b>					
120 Private Drives, Concrete - Rpr/Rplc	\$0	\$0	\$0	\$0	\$0
121 Drives, Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
123 Drives, Asphalt - Repair/Sealcoat	\$0	\$0	\$0	\$0	\$7,639
135 Gates - Repair/Replace	\$0	\$0	\$0	\$0	\$0
136 Gate Operators - Repair/Replace	\$0	\$0	\$0	\$0	\$0
137 Gate Access Panels - Replace	\$0	\$0	\$0	\$0	\$0
140 Wood Fence – Repair/Replace	\$0	\$0	\$0	\$0	\$0
142 Wood Fence - Clean & Stain	\$0	\$0	\$7,913	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Repair/Replace	\$0	\$0	\$0	\$0	\$0
182 Stormwater System - Maintain	\$0	\$0	\$1,426	\$0	\$0
205 Mailboxes – Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,339</b>	<b>\$0</b>	<b>\$7,639</b>
Ending Reserve Balance	\$124,659	\$142,605	\$151,847	\$171,084	\$183,368

<b>Fiscal Year</b>	<b>2037</b>	<b>2038</b>	<b>2039</b>	<b>2040</b>	<b>2041</b>
Starting Reserve Balance	\$183,368	\$96,664	\$116,989	\$138,098	\$148,810
Annual Reserve Contribution	\$18,696	\$19,256	\$19,834	\$20,429	\$21,042
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$1,400	\$1,068	\$1,275	\$1,434	\$1,556
<b>Total Income</b>	<b>\$203,463</b>	<b>\$116,989</b>	<b>\$138,098</b>	<b>\$159,961</b>	<b>\$171,408</b>
# Component					
<b>Site &amp; Grounds</b>					
120 Private Drives, Concrete - Rpr/Rplc	\$7,790	\$0	\$0	\$0	\$0
121 Drives, Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
123 Drives, Asphalt - Repair/Sealcoat	\$0	\$0	\$0	\$0	\$8,855
135 Gates - Repair/Replace	\$0	\$0	\$0	\$0	\$0
136 Gate Operators - Repair/Replace	\$24,927	\$0	\$0	\$0	\$0
137 Gate Access Panels - Replace	\$12,464	\$0	\$0	\$0	\$0
140 Wood Fence – Repair/Replace	\$38,949	\$0	\$0	\$0	\$0
142 Wood Fence - Clean & Stain	\$8,647	\$0	\$0	\$9,449	\$0
170 Landscape - Maintain/Refurbish	\$7,790	\$0	\$0	\$0	\$0
175 Irrigation System - Repair/Replace	\$4,674	\$0	\$0	\$0	\$0
182 Stormwater System - Maintain	\$1,558	\$0	\$0	\$1,702	\$0
205 Mailboxes – Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$106,799</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,151</b>	<b>\$8,855</b>
Ending Reserve Balance	\$96,664	\$116,989	\$138,098	\$148,810	\$162,553

<b>Fiscal Year</b>	<b>2042</b>	<b>2043</b>	<b>2044</b>	<b>2045</b>	<b>2046</b>
Starting Reserve Balance	\$162,553	\$181,339	\$193,351	\$218,402	\$244,398
Annual Reserve Contribution	\$21,673	\$22,324	\$22,993	\$23,683	\$24,394
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$1,719	\$1,873	\$2,058	\$2,313	\$2,459
<b>Total Income</b>	<b>\$185,945</b>	<b>\$205,536</b>	<b>\$218,402</b>	<b>\$244,398</b>	<b>\$271,251</b>
# Component					
<b>Site &amp; Grounds</b>					
120 Private Drives, Concrete - Rpr/Rplc	\$0	\$0	\$0	\$0	\$0
121 Drives, Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
123 Drives, Asphalt - Repair/Sealcoat	\$0	\$0	\$0	\$0	\$10,266
135 Gates - Repair/Replace	\$0	\$0	\$0	\$0	\$0
136 Gate Operators - Repair/Replace	\$0	\$0	\$0	\$0	\$0
137 Gate Access Panels - Replace	\$0	\$0	\$0	\$0	\$0
140 Wood Fence – Repair/Replace	\$0	\$0	\$0	\$0	\$0
142 Wood Fence - Clean & Stain	\$0	\$10,325	\$0	\$0	\$11,282
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Repair/Replace	\$0	\$0	\$0	\$0	\$0
182 Stormwater System - Maintain	\$0	\$1,860	\$0	\$0	\$2,033
205 Mailboxes – Repair/Replace	\$4,606	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$4,606</b>	<b>\$12,185</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,580</b>
Ending Reserve Balance	\$181,339	\$193,351	\$218,402	\$244,398	\$247,670

<b>Fiscal Year</b>	<b>2047</b>	<b>2048</b>	<b>2049</b>	<b>2050</b>	<b>2051</b>
Starting Reserve Balance	\$247,670	\$275,410	\$304,186	\$319,408	\$350,210
Annual Reserve Contribution	\$25,125	\$25,879	\$26,655	\$27,455	\$28,279
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$2,614	\$2,897	\$3,117	\$3,347	\$3,600
<b>Total Income</b>	<b>\$275,410</b>	<b>\$304,186</b>	<b>\$333,958</b>	<b>\$350,210</b>	<b>\$382,089</b>
# Component					
<b>Site &amp; Grounds</b>					
120 Private Drives, Concrete - Rpr/Rplc	\$0	\$0	\$0	\$0	\$0
121 Drives, Asphalt - Resurface	\$0	\$0	\$0	\$0	\$0
123 Drives, Asphalt - Repair/Sealcoat	\$0	\$0	\$0	\$0	\$11,901
135 Gates - Repair/Replace	\$0	\$0	\$0	\$0	\$0
136 Gate Operators - Repair/Replace	\$0	\$0	\$0	\$0	\$0
137 Gate Access Panels - Replace	\$0	\$0	\$0	\$0	\$0
140 Wood Fence – Repair/Replace	\$0	\$0	\$0	\$0	\$0
142 Wood Fence - Clean & Stain	\$0	\$0	\$12,328	\$0	\$0
170 Landscape - Maintain/Refurbish	\$0	\$0	\$0	\$0	\$0
175 Irrigation System - Repair/Replace	\$0	\$0	\$0	\$0	\$0
182 Stormwater System - Maintain	\$0	\$0	\$2,221	\$0	\$0
205 Mailboxes – Repair/Replace	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,549</b>	<b>\$0</b>	<b>\$11,901</b>
<b>Ending Reserve Balance</b>	<b>\$275,410</b>	<b>\$304,186</b>	<b>\$319,408</b>	<b>\$350,210</b>	<b>\$370,189</b>





## Accuracy, Limitations, and Disclosures

"The reserve study should be reviewed carefully. It may not include all common and limited common element components that will require major maintenance, repair or replacement in future years, and may not include regular contributions to a reserve account for the cost of such maintenance, repair, or replacement. The failure to include a component in a reserve study, or to provide contributions to a reserve account for a component, may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair or replacement of a reserve component."

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. James Talaga, company President, is a credentialed Reserve Specialist (#066). All work done by Association Reserves WA, LLC is performed under his responsible charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation.

Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified.

Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to: project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to, plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing.

Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.



## Terms and Definitions

<b>BTU</b>	British Thermal Unit (a standard unit of energy)
<b>DIA</b>	Diameter
<b>GSF</b>	Gross Square Feet (area). Equivalent to Square Feet
<b>GSY</b>	Gross Square Yards (area). Equivalent to Square Yards
<b>HP</b>	Horsepower
<b>LF</b>	Linear Feet (length)
<b>Effective Age</b>	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
<b>Fully Funded Balance (FFB)</b>	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.
<b>Inflation</b>	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
<b>Interest</b>	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
<b>Percent Funded</b>	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
<b>Remaining Useful Life (RUL)</b>	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
<b>Useful Life (UL)</b>	The estimated time, in years, that a common area component can be expected to serve its intended function.



## Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our research and analysis. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding.

- 1) Common area repair & replacement responsibility
- 2) Component must have a limited useful life
- 3) Life limit must be predictable
- 4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of Annual operating expenses).

Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed “Best Cost” and “Worst Cost”. There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

## Site & Grounds

**Comp #: 100 Concrete Walls - Repair/Replace**

**Quantity: Cast/Poured in Place**

Location: Common space

Funded?: No. The useful life is not predictable.

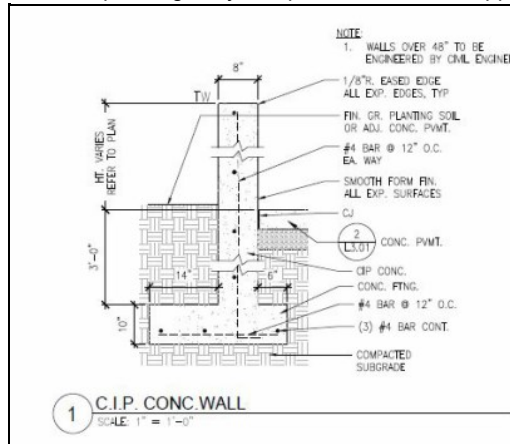
History: Under construction - assumed will in place by 2022

Comments: Not in place during our July 2021 report preparation. Plans/specs provided note board form and smooth finish cast-in-place concrete walls.

The annual repair needs are below the reserve funding threshold (1% or more of total annual expenses), and should be factored into the operating budget. In our experience, as the community ages larger repair/replacement expenses may emerge that cannot be comfortably absorbed into the operating budget. Currently, it is difficult to predict the timing, scope, and costs of larger repairs. Monitor the concrete annually and if conditions deteriorate leading to larger repair needs, funding can be included within a reserve study update. As routine maintenance, inspect regularly and pressure wash for appearance.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 101 Pedestrian Trail - Repair/Replace**

**Quantity: ~8,500 SF, asphalt**

Location: Tract A adjacent to West Woodin Ave. (SR 97A)

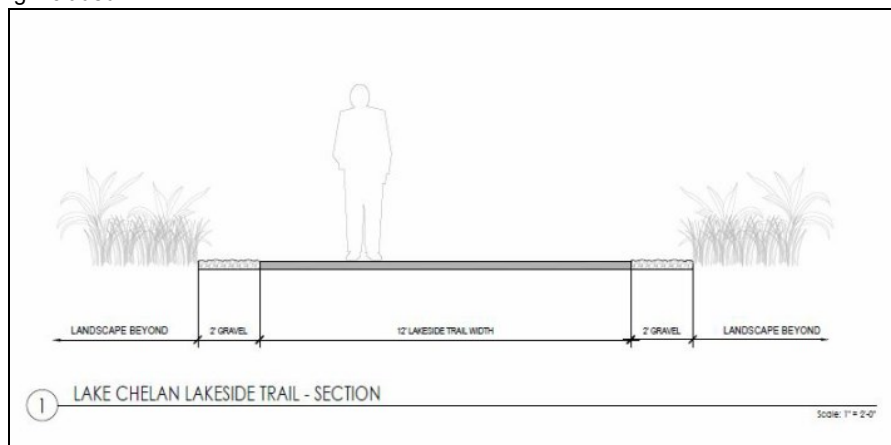
Funded?: No. Association not responsible

History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. Developer reports this trail will be asphalt surface. While trail will be on Association property, there is a public easement for this area and city of Chelan will maintain the trail. With this understanding, no reserve funding included.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 106 Gravel Areas - Refurbish**

**Quantity: ~2,800 SF gravel**

Location: Adjacent to both sides of Pedestrian Trail

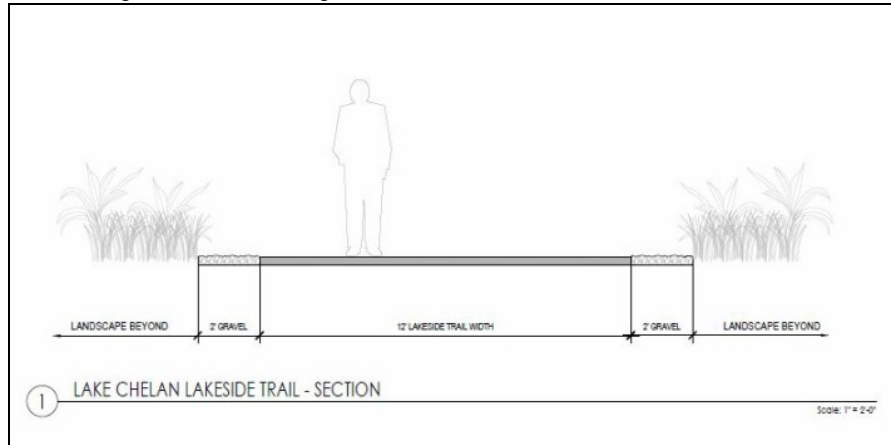
Funded?: No. Association not responsible

History: Assumed in place in 2022

Comments: This component is for the 2' gravel edges at each side of the public trail. Not in place during our July 2021 report preparation. Developer reports the trail/adjacent area, while on Association property, is a public easement for this area and city of Chelan will maintain. With this understanding, no reserve funding included.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 110 Beach Access – Repair/Replace**

**Quantity: Steps/Handrail**

Location: Tract B, West end of area adjacent to street and near Lot 1

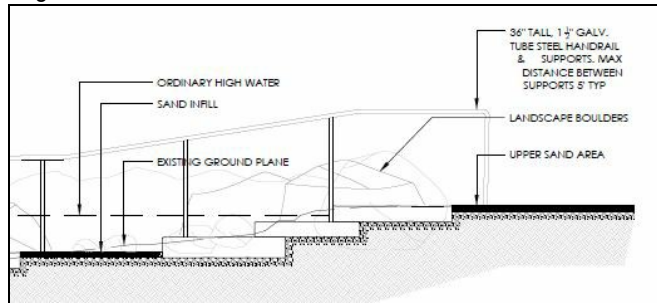
Funded?: No. Useful life not predictable

History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, this area is at the amenity area and provides beach access. There will be natural cleft stone steps and adjacent 36" tall, 1.5" galvanized tube steel handrail. We assume will be designed and constructed properly with adequate drainage and with long life components, no predictable basis for reserve funding.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 120 Private Drives, Concrete - Rpr/Rplc**

**Quantity: ~11,800 SF**

Location: Driveways inside of gates at Lots 1-4 and 5-8

Funded?: Yes.

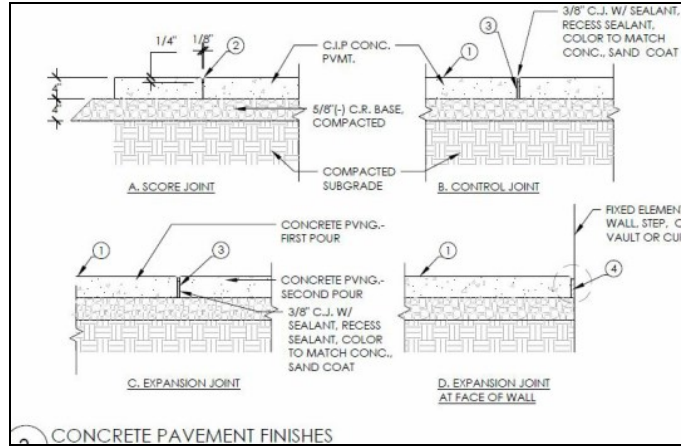
History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, these areas will be a cast-in-place concrete with light sand blast finish; some tooled score joints and expansion joints.

Assuming routine care and maintenance, assume long life. While no predictable basis for complete replacement, a funding allowance included here for periodic larger repairs/replacements. Association might want to also consider a clear sealer.

Useful Life:  
15 years

Remaining Life:  
15 years



Best Case: \$ 4,000

Worst Case: \$ 6,000

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 121 Drives, Asphalt - Resurface**

**Quantity: ~18,400 SF, asphalt**

Location: Drives outside of gates at Lots 1-4 and 5-8 and entire drive at Lots 9-12

Funded?: Yes.

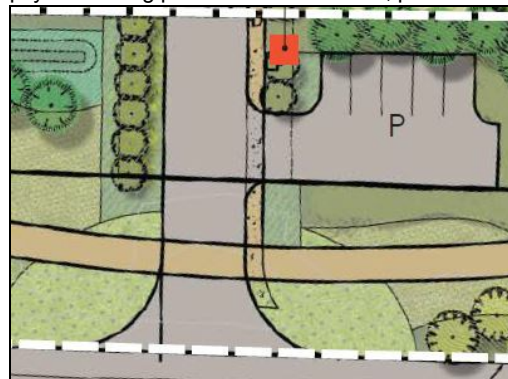
History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. Developer reports areas identified in the Location section of this component will be asphalt; other drives are concrete (#120).

The useful life here assumes regular repairs and seal coating (see component #123). The lack of repairs and seal coating can greatly decrease the asphalt's useful life. Resurfacing is typically one of the larger expense items in a reserve study. When the need to resurface is becoming apparent, consult with a geotechnical engineer for recommendations, specifications/scope of work, and project oversight. As routine maintenance, keep surfaces clean and free of debris, ensure that drains are free flowing, repair cracks, and clean oil stains promptly. Assuming proactive maintenance, plan to resurface at roughly the time frame below.

Useful Life:  
30 years

Remaining Life:  
30 years



Best Case: \$ 46,000

Worst Case: \$ 55,200

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 123 Drives, Asphalt - Repair/Sealcoat**

**Quantity: ~18,400 SF, asphalt**

Location: Drives outside of gates at Lots 1-4 and 5-8 and entire drive at Lots 9-12

Funded?: Yes.

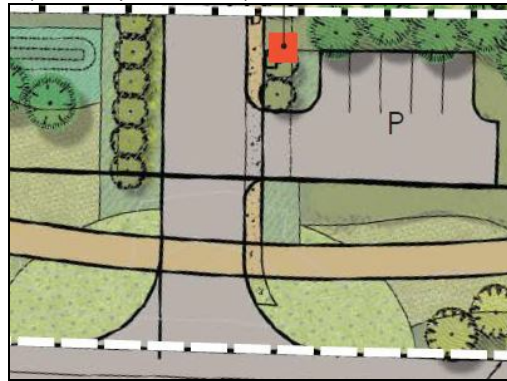
History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. Developer reports areas identified in the Location section of this component will be asphalt; other drives are concrete (#120).

The State of Washington Department of Transportation (WSDOT) recommends regular cycles of seal coating, along with needed repairs, for the long-term care of asphalt paving with low traffic and low speed to extend the useful life. The primary reason to seal coat asphalt pavement is to protect the pavement from the deteriorating effects of sun and water. When asphalt pavement is exposed, the asphalt oxidizes or hardens, and this causes the pavement to become increasingly brittle. As a result, the pavement will become more likely to crack, as it is unable to bend and flex when subjected to traffic (weight) and temperature changes (thermal expansion and contraction). A seal coat combats this situation by providing a waterproof membrane, which not only slows down the oxidation process, but also helps the pavement shed water. Seal coating also provides uniform appearance, and conceals the inevitable patching and repairs which accumulate over time, ultimately extending the useful life of asphalt before more costly resurfacing is needed (see component #120).

Useful Life:  
5 years

Remaining Life:  
4 years



Best Case: \$ 4,000

Worst Case: \$ 6,100

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 135 Gates - Repair/Replace**

**Quantity: (4) 11'8" metal (2) 3'8"**

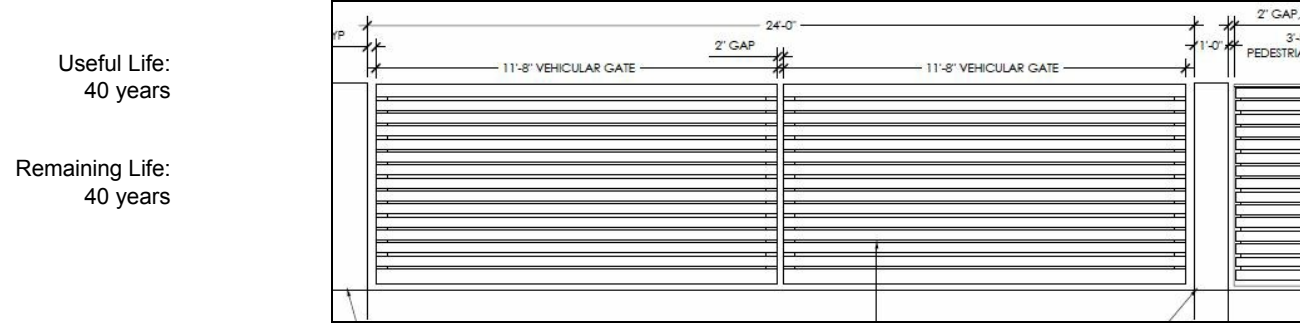
Location: Entries to Lots 1-4 and Lots 5-8

Funded?: Yes.

History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, there will be four vehicular swing gates and two pedestrian swing gates. Vehicular gates will consist of galvanized steel plate slats welded to 2X4 square tube frame at vehicle and 2x2 at pedestrian gates (powdercoated). The adjacent fence post at outside edge of each vehicle gate will be 12X12 steel tube with cap and weld-knife plate with hinge to column (powdercoated).

Although sturdy construction and design assumed, best to plan for replacement as shown here due to typical deterioration that will occur over time. Inspect periodically, and repair locally as needed using the operating funds.



Useful Life:  
40 years

Remaining Life:  
40 years

Best Case: \$ 36,000

Worst Case: \$ 56,000

Lower allowance

Higher allowance

Cost Source: Client reported cost



**Comp #: 136 Gate Operators - Repair/Replace**

**Quantity: ~(4) electric operators**

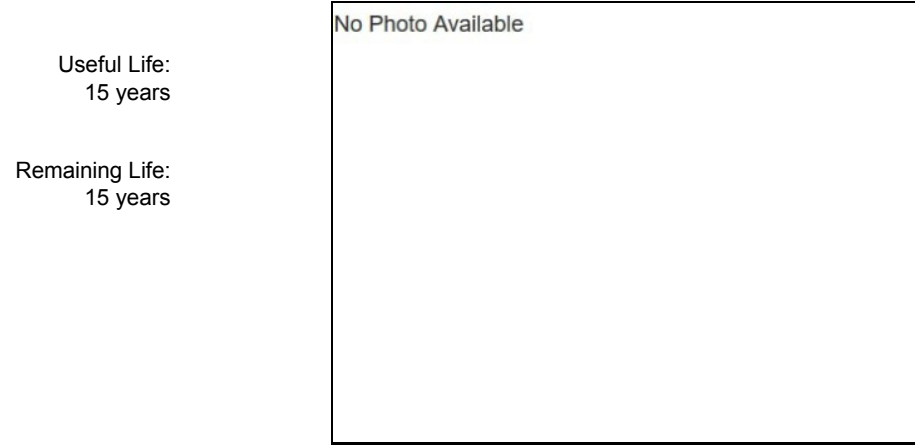
Location: Adjacent to each vehicle gate

Funded?: Yes.

History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, appears these will be automated, electric gates. We assume a swing arm operators, however notation on plans that contractor responsible for engineering.

Major repairs can be intermittent, and somewhat difficult to predict, but in our experience occur at roughly the interval below. We have used a general useful life below for financial planning purposes. Replace the operators when failure occurs. Provide regular service to extend the useful life. The useful life varies depending on the quality of the operator and the amount of use.



Useful Life:  
15 years

Remaining Life:  
15 years

Best Case: \$ 12,000

Worst Case: \$ 20,000

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History



**Comp #: 137 Gate Access Panels - Replace**

**Quantity: ~2) entry panels**

Location: Entry to each of the vehicle gates

Funded?: Yes.

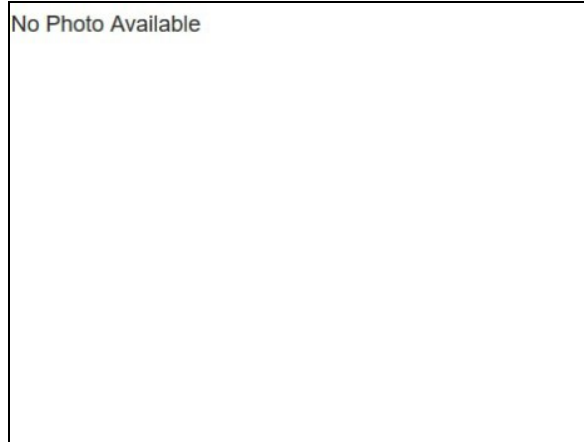
History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the developer, an access panel will be installed at each entry gate. We assume keypad access panels, however notation on plans that contractor responsible for engineering.

Our experience suggests planning for its replacement at roughly the interval below due to usage and exposure to the weather elements. There is a wide range of options and features, therefore, the price can vary greatly depending upon the model and features chosen.

Useful Life:  
15 years

Remaining Life:  
15 years



Best Case: \$ 6,000

Worst Case: \$ 10,000

Lower allowance

Higher allowance

Cost Source: Budget Allowance

**Comp #: 140 Wood Fence – Repair/Replace**

**Quantity: ~450 LF, 6' high cedar**

Location: At South side of Lots 1, 4, 5, 8, and 9

Funded?: Yes.

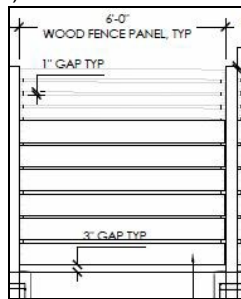
History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, 6' high wood fence panel will be constructed of 1x8 clear cedar and 1X4 boards with natural finish.

Plan to replace the fence at roughly the time frame below. Typical failures occur from deterioration through the end grains, and contact with the ground and surrounding landscape. As routine maintenance, inspect regularly for any damage, and repair as needed. Avoid unnecessary contact with the ground, sprinkler patterns, and surrounding vegetation. Regular cycles of stain/paint will help to maintain appearance. Painting or staining the fence has a higher overall life cycle cost, but may extend life in addition to an aesthetic benefit (see #142).

Useful Life:  
15 years

Remaining Life:  
15 years



Best Case: \$ 22,500

Worst Case: \$ 27,500

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 142 Wood Fence - Clean & Stain**

**Quantity: ~450 LF, 6' high cedar**

Location: At South side of Lots 1, 4, 5, 8, and 9

Funded?: Yes.

History: Assumed in place in 2022

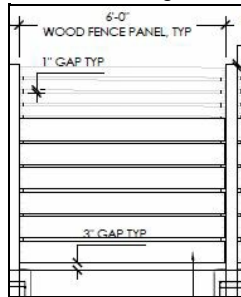
Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, 6' high wood fence panel will be constructed of 1x8 clear cedar and 1X4 boards with natural finish.

Regular sealer applications are recommended for the appearance, protection, and maximum useful life of the wood. Actual timing of staining will vary based on exposure, and quality of material and application. In our experience, quality solid-bodied stain typically produces the best result. Remove any unnecessary contact with ground, and surrounding landscape and sprinkler patterns. Repair as needed, and clean prior to sealer application.

There are three general options for finishing wood fences. The first, and least expensive, option is to leave it unfinished. The second option is regular cycles of penetrating water repellent (typically clear or semi-transparent). The third option is painting or staining. The second option typically has a shorter useful life, and perhaps a lower life-cycle cost than staining/painting. Left unfinished, the wood will "gray" from its exposure to weather and often exhibit mildew - the lesser appearance may adversely affect marketability however. The third option to apply a penetrating stain is similar to painting, in that it will extend the life of the wood fence. The costs for applying the penetrating water repellent can be much less than staining, but needs to be done more often (every two to three years). We are factoring the clear sealer here based on reference in plans to natural finish.

Useful Life:  
3 years

Remaining Life:  
3 years



Best Case: \$ 4,600

Worst Case: \$ 6,500

Lower allowance

Higher allowance

Cost Source: Budget Allowance

**Comp #: 156 Rip Rap - Maintain/Repair**

**Quantity: Rock**

Location: Water edges at common areas

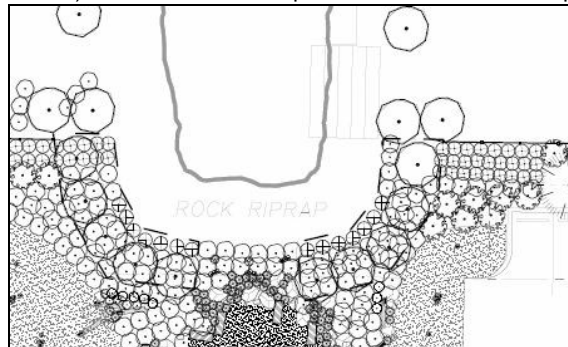
Funded?: No. The useful life is not predictable.

History: Assumed in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, rip rap rock will be in place at water edges. Inspect regularly, including drainage, and repair as needed. If movement or other problems are suspected, consult with an engineer (geo-technical) for evaluation and repair recommendations. No predictable useful life.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 170 Landscape - Maintain/Refurbish**

**Quantity: Trees, shrubs, grass, etc**

Location: Throughout the common space

Funded?: Yes.

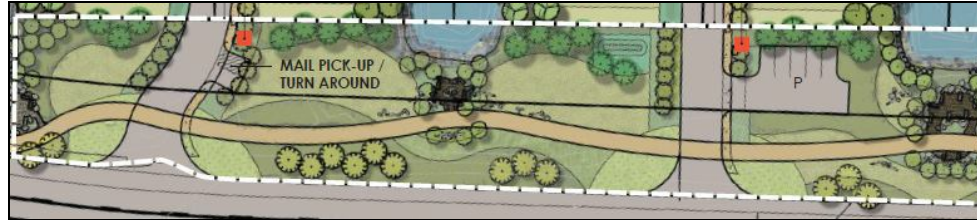
History: Anticipated in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, a variety of landscaping will include deciduous and coniferous trees, shrubs/ground cover, native grasses, etc.

While landscape maintenance is typically funded through the operating budget, as the association ages, the need or desire for large-scale refurbishment projects not covered within the maintenance contract will arise. These types of projects can include bed renovations, major replanting, turf renovations, drainage improvements, etc. A funding allowance is included here. Walk the landscaped areas each year with the community's landscape contractor, and perhaps a landscape architect, to assess the overall health, function, and future needs of maintenance and refurbish and adjust this component as needed.

Useful Life:  
15 years

Remaining Life:  
15 years



Best Case: \$ 4,000

Worst Case: \$ 6,000

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History/Allowance



**Comp #: 175 Irrigation System - Repair/Replace**

**Quantity: Heads, piping, etc.**

Location: The landscaped common areas

Funded?: Yes.

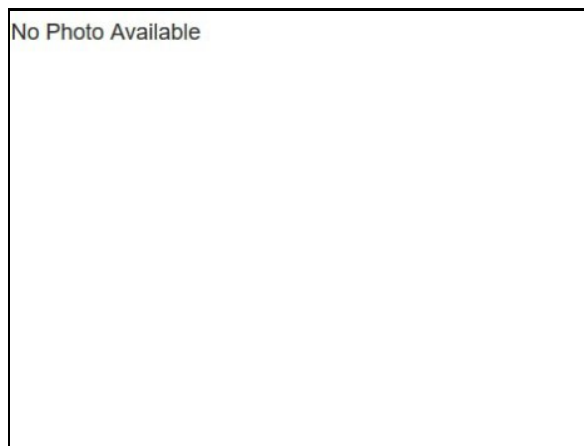
History: Anticipated in place in 2022

Comments: Not in place during our July 2021 report preparation. Developer reported there will be a common area irrigation system and while the water utility costs will be paid for by the city of Chelan per maintenance agreement, maintenance, repair and replacements are the responsibility of the HOA.

We do not know extent of system/specifications, however, while typically system is maintained routinely from the operating budget, over time larger system repairs/replacements will be needed. A funding allowance is included here for these type of costs but could vary significantly. Have your landscaper or irrigation specialist periodically unearth sections to check lines for any damage or deterioration. PVC can eventually become brittle and leak (typically not before the 40 year mark of life). As routine maintenance, inspect, test, and repair the system, as needed, as part of the operating budget. Follow proper winterization and spring startup procedures.

Useful Life:  
15 years

Remaining Life:  
15 years



Best Case: \$ 2,000

Worst Case: \$ 4,000

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History/Allowance

**Comp #: 182 Stormwater System - Maintain**

**Quantity: (1) Contech Filter**

Location: Catchbasin at far East side parking lot just South of Lot 13  
 Funded?: Yes.

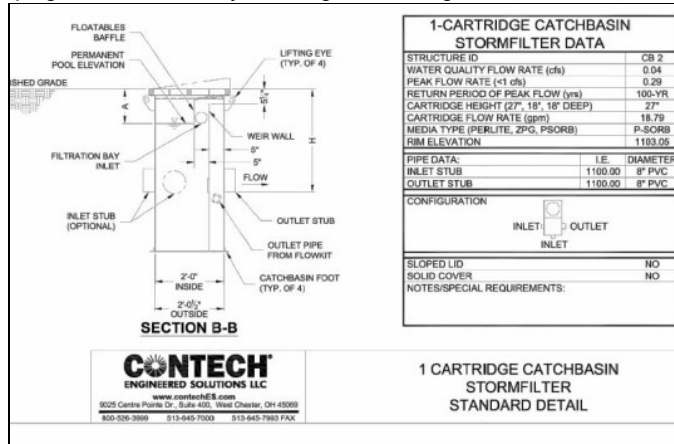
History: Anticipated in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, there will be a single 27" Contech stormwater cartridge. This is one of two catchbasins - only one has a Contech filter

Best to plan for periodic replacement of cartridge and cleaning/sediment removal. This cost may be absorbed in the operating budget, however for purposes of reminder and tracking, funded here. As routine maintenance, inspect regularly, and keep drains/grates free of debris to ensure water drains as intended. Maintenance schedules on stormwater systems depend on the condition of the system itself, and the amount of sediment and debris moving around on site. Stormwater inspections usually consist of inspecting the catch basins and manholes, and ensuring vaults and control structures are properly functioning. Evaluation of the drainage system can include the visual review of the interior drain lines with the use of a miniature remote camera. Clean out the drain lines and basins as often as needed in order to prevent decreased drainage capacity. Repair as needed. The responsibility of keeping the stormwater system in good working order falls on the association.

Useful Life:  
3 years

Remaining Life:  
3 years



Best Case: \$ 700

Worst Case: \$ 1,300

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 200 Community Signs - Repair/Replace**

**Quantity: (2) Signs**

Location: Attached to concrete wall near entry gates  
 Funded?: No. Specifications not known

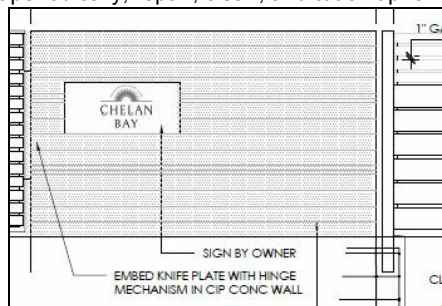
History: Anticipated in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, there will be signs near entry gates, however specifications/sizing not known (reference states sign by owner).

At this point, not enough information to determine cost of replacement and therefore no funding included. Once in place, funding can be added if needed. Inspect periodically, repair, clean, and touch up for appearance, as needed, using operating funds.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 205 Mailboxes – Repair/Replace**

**Quantity: (3) cluster stands**

Location:

Funded?: Yes.

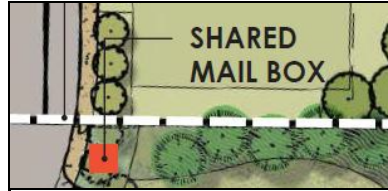
History: Anticipated in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, there will be three shared mailbox areas. Developer reports these will be metal cluster stands.

In our experience, it is best to plan for total replacement at roughly the time frame below due to constant usage and wear over time. As routine maintenance, inspect regularly, clean by wiping down for appearance, change lock cylinders, lubricate hinges, and repair as needed with operating funds.

Useful Life:  
20 years

Remaining Life:  
20 years



Best Case: \$ 2,100

Worst Case: \$ 3,000

Lower allowance

Higher allowance

Cost Source: ARI Cost Database: Similar Project Cost History

**Comp #: 346 Benches, Logs, Pet St - Replace**

**Quantity: (9)Bnchs, (2) Pet St,Logs**

Location: Common area Tract A - East and West Amenity Areas and Beach Access area at the West

Funded?: No. Too small for reserve funding, no major projects anticipated

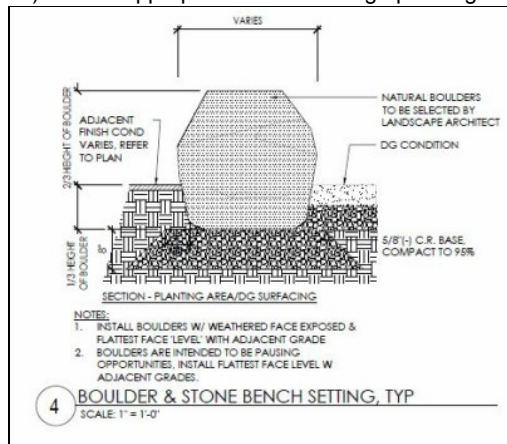
History: Anticipated in place in 2022

Comments: Not in place during our July 2021 report preparation. According to the plans/specs. provided, at the three amenity areas there will be a combination of boulder and stone benches, pet stations and logs (large wood debris). Some for decorative purposes and some for utility for sitting and pet disposal supplies.

All should have long life and can be repaired/replaced individually, not anticipated as reserve expense. Inspect regularly, and repair as needed. Clean (if needed) with an appropriate cleaner using operating funds.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

**Comp #: 999 Reserve Study - Update**

**Quantity: Annual evaluation**

Location: Common elements

Funded?: No. Operating expense

History: None known - not in place yet during our July 2021 report preparation

Comments: Per Washington law (RCW), reserve studies are to be updated annually, with site inspections by an independent reserve study professional to occur no less than every three years to assess changes in condition (i.e., physical, economic, governmental, etc...) and the resulting effect on the community's long-term reserve plan. Most appropriately factored within operating budget, not as reserve component.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:



**EXHIBIT H  
TO  
PUBLIC OFFERING STATEMENT  
RECORDED DOCUMENTS**

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

### AGREEMENT FOR REIMBURSEMENT OF MAINTENANCE COSTS

**Grantor:** Tripen, Inc., a Washington corporation  
**Grantee:** Chelan Bay Homeowners Association, a Washington nonprofit corporation  
**Legal Description (abbreviated):** Lot 13, Plat of Chelan Bay, Chelan County, Washington.  
Additional legal on page 1.  
**Assessor's Tax Parcel ID#:** Ptn. 272214662228

#### Parties & Properties

1.1 Grantor/Tripen. TRIPEN, INC., a Washington corporation ("Grantor"), is the owner of the following described property:

Lot 13 of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.

(the "Property").

1.2 Grantee/HOA. CHELAN BAY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (the "HOA"), is the homeowners association for the below-described development pursuant to that certain Declaration of Protective Covenants, Conditions, Easements, and Restrictions dated January 11, 2022, and recorded under Chelan County Auditor's File No. 2563601 (the "Covenants"):

Lots 1-12 and Tract A of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.

(the "Development").

#### Agreement

2.1 Reimbursement of Maintenance Costs. The HOA is required to maintain



those certain Common Areas as defined in and pursuant to the Covenants, and that certain Greenbelt as defined in and 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"). Grantor, or its successors and assigns as to the Property, hereby agrees to pay the HOA for one-thirteenth (1/13) of the HOA's common expenses as described in Section 3.5 of the Covenants, including without limitation, costs relating to the maintenance, repair, replacement, and/or improvement of the Common Areas and the Greenbelt (as defined in the Covenants and the Public Easement) and assessments for reserve funds.

2.2 Assessments. The Property shall be subject monthly, quarterly, semi-annual or annual assessments or charges in an amount to be determined by the HOA. The amount of assessments shall be that necessary to pay common expenses as set forth in Section 3.5 of the Covenants. The amount of the assessments may be increased or decreased periodically by the HOA as may be necessary from time to time to properly provide for payment of said common expenses. In addition to the assessments authorized above, the HOA, 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 HOA located within easements on private property, as deemed necessary by the Board of Directors of the HOA. The special assessment to be charged shall be equal for all Lots within the Development and the Property. Special assessments may be payable in monthly installments, quarterly installments or such other periodic installments as shall be determined by the HOA.

2.3 Collection of Assessments, Enforcement of Declaration, Attorneys' Fees and Costs. The assessments, together with interest, costs of collection and reasonable attorneys'

fees, shall be a charge against and shall be a continuing lien upon the Property. 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 of the Property at the time the assessment fell due.

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. The owner of the Property hereby expressly vests in the HOA 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 HOA by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the HOA in like manner as a Washington mortgage on real property, and the owner of the Property hereby expressly grants to the HOA the power of sale in connection with such liens. The liens shall be in favor of the HOA, shall be for the benefit of the HOA, and the amount of said liens shall include interest, costs of collection and reasonable attorneys' fees. The HOA 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 HOA employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce compliance with this Agreement, the HOA shall be entitled to the award of reasonable attorneys' fees and costs incurred.

2.4 Term. The term of this Agreement shall be perpetual.

2.5 Notices. All notices shall be in writing.

All notices to be given to Grantor may be delivered as follows:

Served on the registered agent for Tripen, Inc. or

By sending notice by U. S. Mail, postage prepaid, or recognized national courier addressed as follows:

Tripen, Inc.  
135 North Wenatchee Avenue, Floor 3  
Wenatchee, WA 98801

or,

By e-mail sent to:

[chrism@pacificrimland.com](mailto:chrism@pacificrimland.com)

or at such other place as Grantor may direct in writing.

All notices to be given to Grantee may be delivered as follows:

Served on the registered agent for Chelan Bay Homeowners Association, or

By sending notice by U. S. Mail, postage prepaid, or recognized national courier addressed as follows:

Chelan Bay Homeowners Association  
PO Box 1826  
Wenatchee, WA 98807

or,

By e-mail sent to:

[chrism@pacificrimland.com](mailto:chrism@pacificrimland.com)

or at such other place address as Grantee may direct in writing.

2.6 Amendment. Amendment or modification of this Agreement shall require the approval of the HOA and the owner of the Property, and any such amendment or modification shall be signed by both parties and recorded upon the Property.

2.7 2.8 Successors and Assigns. This Agreement shall run with the land and be binding upon the owners, their heirs, successors and assigns and shall inure to the benefit of each owner within the real property described herein.

*Signatures on following pages.*

DATED this 11<sup>th</sup> day of January, ~~2021~~ 2022.

"GRANTOR"

TRIPEN, INC.  
A Washington Corporation

By *Ryan Churchill*  
Printed Name: Ryan Churchill  
Title: Vice President

Date: 1-11-2022

HAWAII )  
STATE OF ~~WASHINGTON~~ )  
 ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of January, ~~2021~~ 2022.



*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024

Doc. Date: 1-11-22 # Pages: 6

Doc. Description: Agreement for Reimbursement of Maintenance Costs

*Desiree A. P. Lopes* 1-11-22  
Notary Signature Date  
DESIREE A. P. LOPES  
Notary Public, Second Circuit



"GRANTEE"

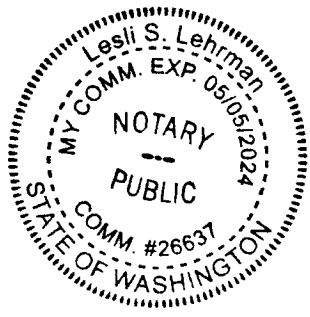
CHELAN BAY HOMEOWNERS ASSOCIATION  
A Washington nonprofit corporation

By [Signature]  
Printed Name: Chris Martin  
Title: Sole Director  
Date: 2-7-22

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that CHRIS MARTIN is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the SOLE DIRECTOR of CHELAN BAY HOMEOWNERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 7<sup>th</sup> day of FEBRUARY, 2022



[Signature]  
Typed/Printed Name LESLI S. LEHMAN  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 05/05/2024

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

**DECLARATION OF RESTRICTIVE COVENANTS**

**Grantor:** Tripen, Inc., a Washington corporation  
**Grantee:** Tripen, Inc., a Washington corporation, and Chelan Bay Homeowners Association, a Washington nonprofit corporation  
**Legal Description (abbreviated):** Lot 13, Plat of Chelan Bay, Chelan County, Washington.  
**Assessor's Tax Parcel ID#:** Ptn. 272214662228

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

**Parties & Property**

1.1 Declarant/Tripen. Declarant is the owner of the following described property:

Lot 13 of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.

(the "Property"). Declarant desires to subject the Property and the improvements located or to be located thereon, to the covenants, conditions, and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon.

Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Property and shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of Grantee (defined herein), and their respective heirs, personal representatives, successors, and assigns.

1.2 Grantee. So long as Declarant owns any real property within the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597 (the "Development"), Declarant shall be the Grantee and benefited party hereunder and have the right to enforce these covenants. Upon such time as Declarant no longer owns any real property within the Development, the Grantee and benefited party herein shall be Chelan Bay Homeowners Association, a Washington nonprofit corporation, which is the homeowners association for the residential lots within the Development. Upon the sale of the last lot owned by Declarant within the Development, the Grantee's benefits and rights hereunder shall

automatically transfer and be assigned to the Chelan Bay Homeowners Association.

### **Covenants**

Declarant does hereby establish the following restrictive covenants:

2.1 **Use**. The Property shall be used for a water-dependent commercial use only, and all use of the Property shall be in compliance with the zoning code for the City of Chelan; provided however, that the following uses are expressly prohibited:

- Boat construction and boat building;
- Service station;
- Industrial dock;
- Radio and TV studio;
- Adult entertainment facilities;
- Family day care home;
- Barber or beauty shop
- Radio, TV, and/or small appliance sales and service;
- Photographic and/or musical studio, sales, and service;
- Tailor and/or upholstery shop;
- Bank and/or financial institution;
- Locksmith;
- Newspaper, printing, or lithography establishment;
- Self-service laundry;
- Hazardous waste facilities;
- Telephone exchanges, electrical substations, and/or similar uses of public service corporations;
- Home occupations;
- Historical site and/or structure; and
- Marijuana retail outlets.

2.2 **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 the Property. The Property shall use underground service to connect to the underground electrical or telephone utility facilities.

2.3 **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 Property. Garbage and similar solid waste shall be kept in sanitary containers well-suited for that purpose, and reasonably screened.

2.4 **Storage/Storage Tanks**. No above or underground storage tanks for fuel or gas shall be permitted within the Property. Storage of personal property and other equipment the Property shall be reasonably screened. The owner of the Property may not use the Property for storage of equipment or construction materials prior to commencing construction.

2.5 **Natural Drainage**. The owner of the Property shall not change or interfere with the natural drainage.

2.6 Excavations. No excavation for minerals, stone, gravel or earth shall be made upon the Property other than excavation for necessary construction purposes relating to construction of buildings for the water dependent use, retaining and court walls, and for the purpose of contouring, shaping, fencing and generally improving the Property.

2.7 Illegal Activities. No illegal activities are permitted on the Property.

2.8 Sightliness. The owner of the Property shall make reasonable efforts to screen, conceal and/or wall in all garbage cans, equipment, and storage piles to conceal them from the direct view or line of sight of the adjacent lots and streets.

2.9 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.

2.10 Driveways/Parking Lots. Asphalt pavement or concrete shall surface all driveways and parking lots.

2.11 Code and Zoning Restrictions. All business operations, uses and structures on the Property must comply with City of Chelan Municipal Code, including all zoning restrictions therein.

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

2.13 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.

2.14 Height Limit. No structure on the Property shall exceed any City of Chelan height restrictions.

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

2.16 Fences. Any fencing must be maintained in an aesthetic manner, so that the fence is not broken, leaning, or otherwise has a shabby appearance. Fencing must be preserved in both an aesthetic and well-maintained manner. All fencing shall comply with the City of Chelan Municipal Code.

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

### **Miscellaneous**

3.1 Term of Covenants. The term of the restrictive covenants shall be



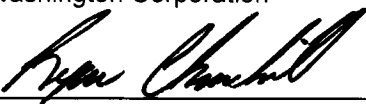
perpetual unless an instrument terminating the restrictive covenants shall be signed by the owner of the Property and the Grantee and recorded upon the Property.

3.2 Enforcement. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant either to restrain violation or to recover damages.

3.3 Appurtenant Covenants. These covenants and the burdens imposed herein shall run with the lands described herein.

"DECLARANT"

TRIPEN, INC.  
A Washington Corporation

By   
Printed Name: Ryan Churchill  
Title: Vice President

Date: 1-11-2022

HAWAII )  
STATE OF ~~WASHINGTON~~ )  
 ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill  
is the person who appeared before me and said person acknowledged that he/she signed this  
instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged  
it as the Vice President of TRIPEN, INC., a Washington corporation, to be the  
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11th day of January, ~~2024~~ 2022.

*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024



Doc. Date: 1-11-22 # Pages: 5

Doc. Description: Declaration  
of Restrictive Covenants

*Desiree A. P. Lopes* 1-11-22  
Notary Signature Date  
DESIREE A. P. LOPES  
Notary Public, Second Circuit



Return document to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Document Title: **Declaration of Storm Water and Sewer System Maintenance Covenants**  
Grantor: Tripen, Inc., a Washington corporation  
Grantee: City of Chelan, a Washington municipal corporation  
Legal Description: Lots 1-13, Plat of Chelan Bay, Chelan County, Washington.  
Additional legal on page 1.  
Parcel Number(s): 272214662228

**DECLARATION OF STORM WATER AND SEWER SYSTEM MAINTENANCE COVENANTS FOR CHELAN BY**

The Grantor hereby declares and covenants as follows:

1. The Grantor is the owner and developer of the following described real property located in Chelan County, Washington:  
  
Lots 1-13 of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.
2. The Grantor has designed and constructed a private storm water drainage system and shared sewer system to serve Lots 1-13 of the Plat of Chelan Bay in accordance with the plans Grantor has filed with the City of Chelan, Chelan County (the "Systems"). The approved plans are attached hereto as **Exhibit A**.
3. The Grantor, or its assigned assignee, Chelan Bay Homeowners Association, a common ownership interest plat community (the "HOA") agree to maintain the Systems as originally designed, and in accordance with the City of Chelan municipal code requirements and the specifications attached hereto as **Exhibit B**. In the event that the Grantor or the HOA need to reduce, expand, or otherwise modify the design or operation of the Systems, the Grantor or the HOA shall first seek review by and written approval from the City of Chelan, which review and approval shall not be unreasonably withheld.
4. The Grantor through the HOA agrees to implement a long-term funding mechanism to support operation, maintenance, repairs and improvements required for proper functioning of the Systems.

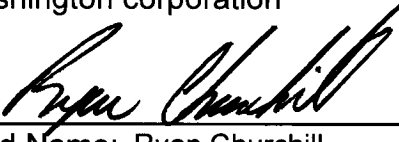
5. City of Chelan shall have the right to enter the above-described real property for the purpose of inspecting the condition and/or maintenance of the Systems and/or to determine the Grantor's or HOA's compliance with these Covenants. The Grantor or the HOA agree to fully comply with all written notices of corrective action issued by the City of Chelan and other agencies having jurisdiction. If the Grantor or the HOA fail to fully and timely comply as required by a written notice of corrective action, then the City of Chelan may enter the above-described property to perform all work necessary to fully complete repairs and maintenance to the Systems or otherwise bring the Systems into compliance with these Covenants. The Grantor through the HOA agrees to pay all costs and expenses incurred by the City of Chelan for such repairs and maintenance, including the cost of personnel, equipment and materials and City of Chelan's contractors.
6. The Grantor and the HOA hereby waive any and all claims for damages against the City of Chelan arising from the design, construction, inspection, repair and/or maintenance of the Systems. The Grantor through the HOA agree to indemnify, defend and hold the City of Chelan harmless from any and all claims arising from the design, construction, inspection, repair and/or maintenance of the Systems.
7. These covenants shall run with the land described above and shall be binding on all Grantor's purchases, successors and assigns.

*Signatures on following pages*

DATED this 11<sup>th</sup> day of January, ~~2024~~ 2022.

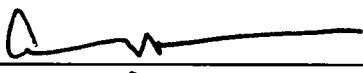
**GRANTOR**

TRIPEN, INC.,  
A Washington corporation

By:   
Printed Name: Ryan Churchill  
Title: Vice President

**HOA**

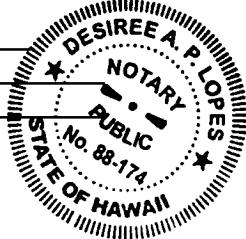
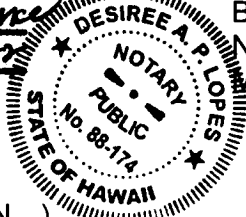
CHELAN BAY HOMEOWNERS ASSOCIATION  
A Washington non-profit corporation

By:   
Printed Name: Chris Martin  
Title: Director

HAWAII  
STATE OF ~~WASHINGTON~~ )  
MAUI ) ss.  
COUNTY OF ~~CHELAN~~ )

I hereby certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me, and said person acknowledged the he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the free and voluntary act of TRIPEN, INC. for the uses and purposes mentioned in the instrument.

Doc. Date: 1-11-22 # Pages: 6 DATED this 11<sup>th</sup> day of JANUARY, ~~2024~~ 2022.  
Doc. Description: Declaration of Storm and Sewer System Maintenance  
Desiree A. P. Lopes By: Desiree A. P. Lopes  
Notary Signature Desiree A. P. Lopes Notary Public residing at: Kihei, Hawaii  
Notary Public, Second Class My Appointment Expires: 3/30/2024

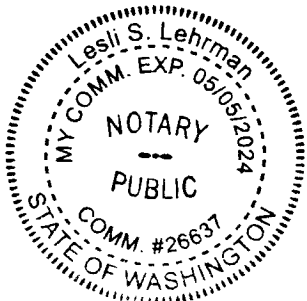


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CHELAN )

I hereby certify that I know or have satisfactory evidence that CHRIS MARTIN is the person who appeared before me, and said person acknowledged the he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of CHELAN BAY HOMEOWNERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 8<sup>th</sup> day of FEBRUARY, 2022

By: [Signature]  
Notary Public residing at: WENATCHEE, WA  
My Appointment Expires: 05/05/2024





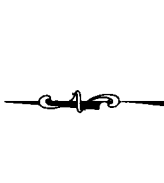
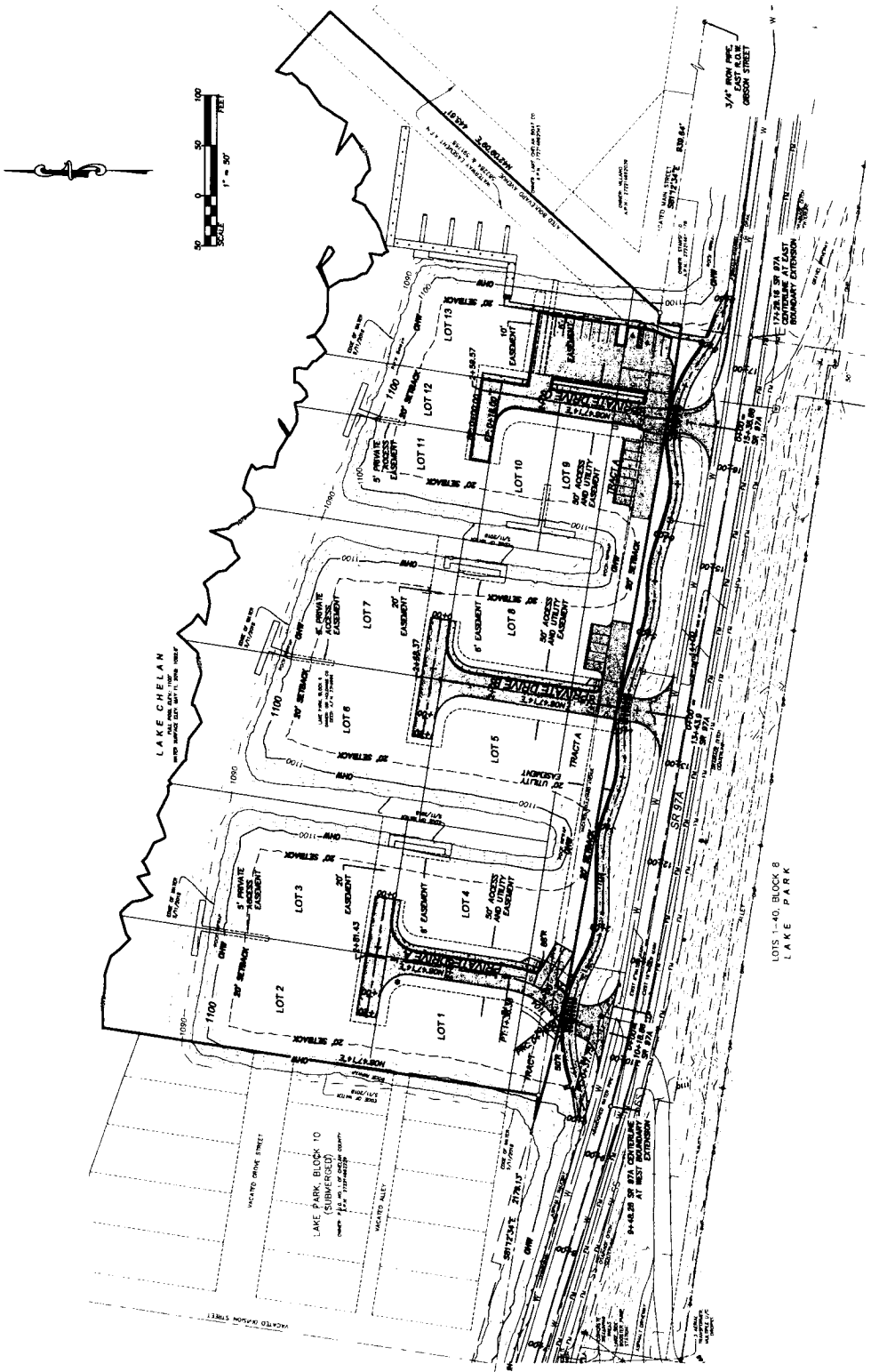
TORRENCE  
Engineering, LLC  
CIVIL ENGINEERING & LAND DEVELOPMENT



07/07/2021  
CHELAN BAY  
PRIVATE DRIVE AND SITE IMPROVEMENTS  
SITE PLAN AND SURVEY CONTROL  
PARCEL NO. 27-22-14-662-228  
CITY OF CHELAN, WASHINGTON

REV	DATE	BY	DESCRIPTION

PROJECT NUMBER: 2018004  
DESIGNED/DRAWN BY: CJS/BJB  
CHECKED BY: JAT  
ISSUE DATE: 07/07/2021  
2  
14



- NOTES
- 1. SEE RECORD OF SURVEY BY AG NORTH FOR
  - 2. SEE LAMINARIVE PLAN BY ETOX COMPANY FOR TRAIL
  - 3. SEE RECORD OF SURVEY BY ETOX COMPANY FOR TRAIL
  - 4. DIMS 1100' ELEVATION (MAX POOL ELEVATION)

CALL  
YOUR INSURANCE AGENT  
FOR INFORMATION  
1-800-427-5555  
UTILITIES ARE KNOWN TO EXIST.  
ALL UTILITIES SHALL BE MARKED PRIOR TO CONSTRUCTION.



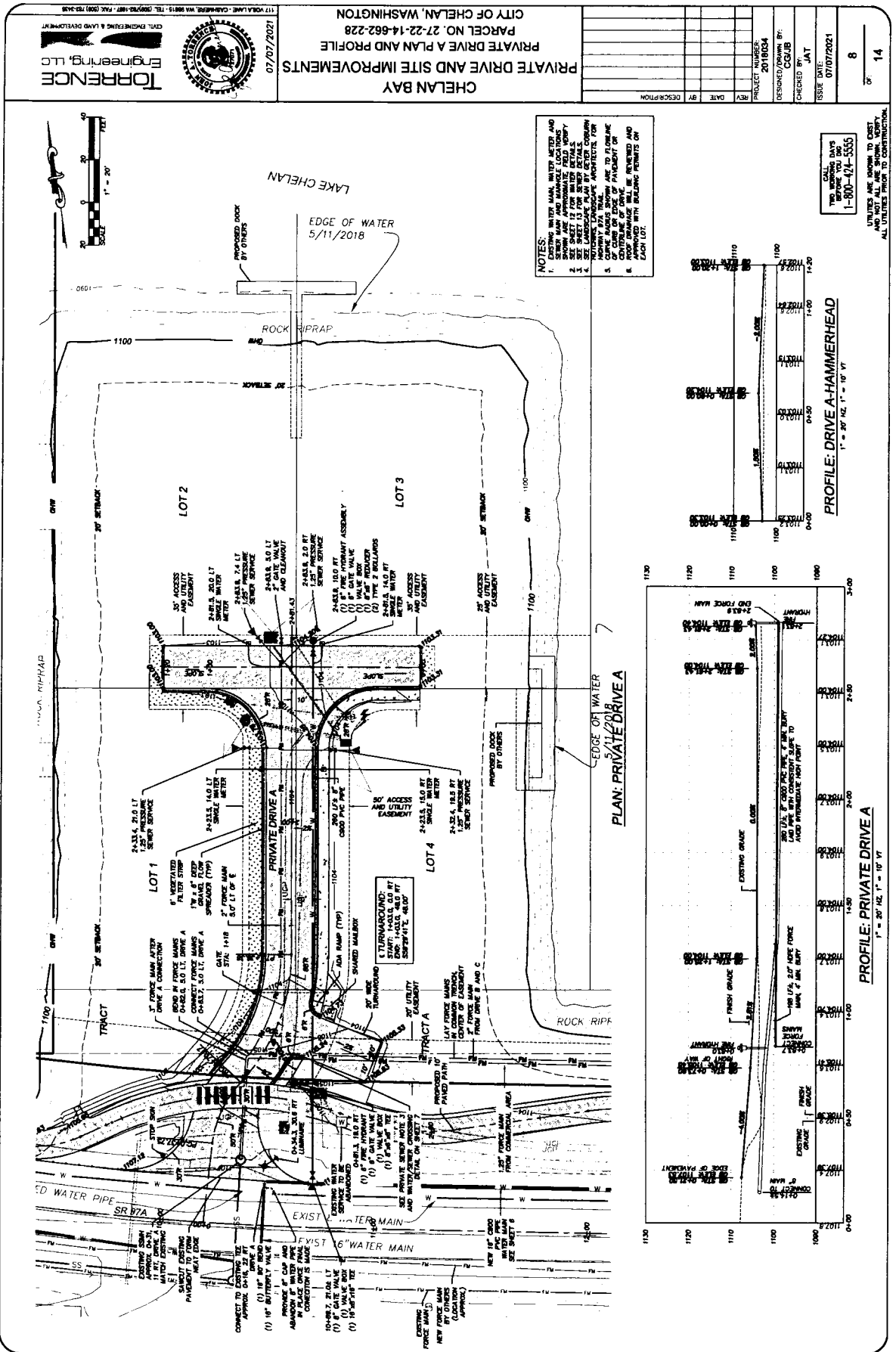


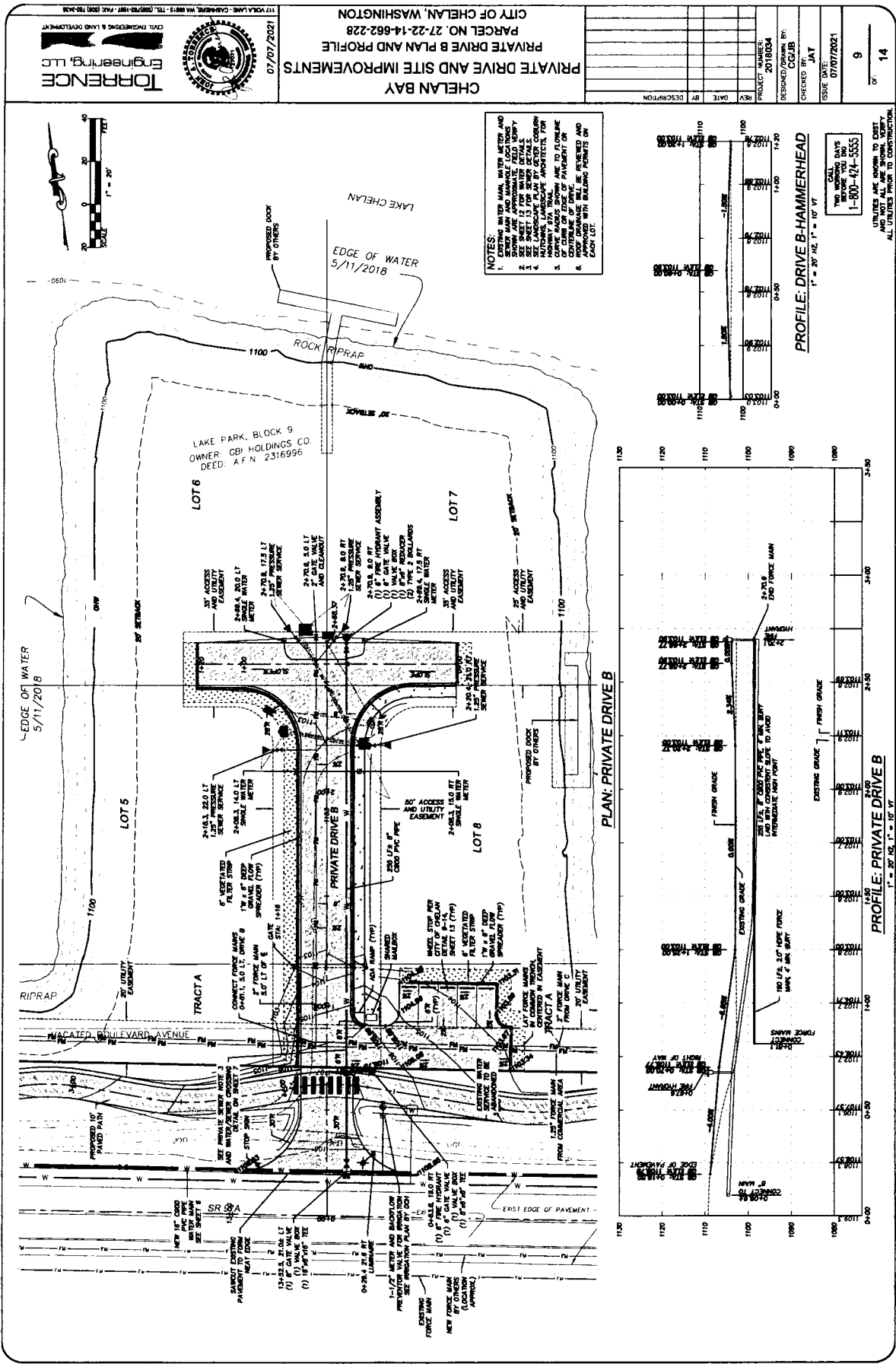












**TORRENCE**  
Engineering, LLC  
CIVIL ENGINEERING & LAND DEVELOPMENT  
117 VERA LANE, CLATSOP COUNTY, WA 97115 TEL: (509) 738-1141 FAX: (509) 738-1244  
07/07/2021



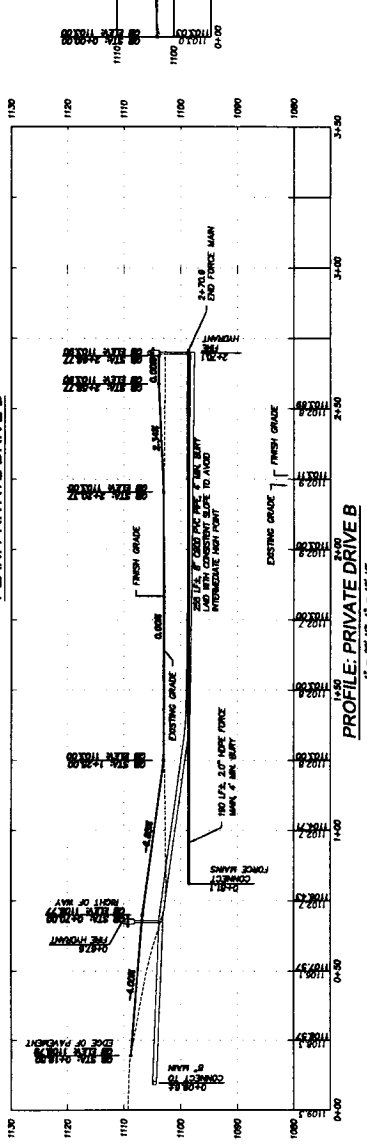
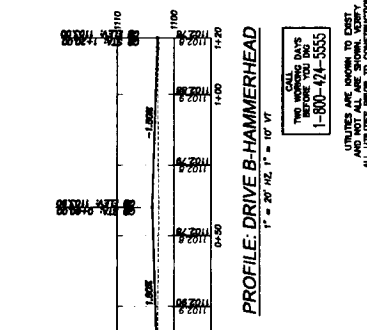
**CHELAN BAY**  
PRIVATE DRIVE B PLAN AND PROFILE  
PARCEL NO. 27-22-14-862-228  
CITY OF CHELAN, WASHINGTON

REV	DATE	DESCRIPTION

PROJECT NUMBER:	2018004
DESIGNED/DRAWN BY:	CCJ/B
CHECKED:	JAT
ISSUE DATE:	07/07/2021
SHEET:	9
OF:	14

- NOTES:**
1. ALL UTILITIES WITHIN THE PROPERTY AND STREET MAIN AND MANHOLE LOCATIONS SHOWN ARE APPROXIMATE FIELD VERIFY. SEE SHEET 15 FOR STREET DETAILS.
  2. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHELAN, WASHINGTON, UTILITY STANDARDS.
  3. ALL UTILITIES ARE TO BE INSTALLED TO THE EDGE OF PAVEMENT OR TO THE PROPERTY LINE, UNLESS OTHERWISE NOTED.
  4. ALL UTILITIES ARE TO BE INSTALLED TO THE PROPERTY LINE, UNLESS OTHERWISE NOTED.
  5. ALL UTILITIES ARE TO BE INSTALLED TO THE PROPERTY LINE, UNLESS OTHERWISE NOTED.
  6. ALL UTILITIES ARE TO BE INSTALLED TO THE PROPERTY LINE, UNLESS OTHERWISE NOTED.



CALL FOR THE LATEST DATE BEFORE YOU BUY  
1-800-474-5555

UTILITIES ARE SHOWN TO EXIST AND NOT ALL ARE SHOWN. VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION.













**EXHIBIT B**  
**(Municipal code requirements and specifications)**

**Maintenance and Operations Manual for Drainage Facilities  
For  
CHELAN BAY**

**City of Chelan, Washington**

**Prepared for:**  
**TRIPEN, INC**  
135 N. Wenatchee, Avenue  
Wenatchee, WA 98801

**Project Site Location**  
W. Woodin Avenue, Chelan, WA 98816

**Prepared By**  
**Torrence Engineering, LLC**  
117 Voila Lane  
Cashmere, WA 98815  
(509) 782--1897

February 8, 2022

### **Project Information**

<b>Site Address:</b>	W. Woodin Avenue, Chelan, WA 98816
<b>Developer Address:</b>	135 N. Wenatchee, Avenue, Wenatchee, WA 98801
<b>Tax Parcel Numbers:</b>	272214662228
<b>Ownership/Maintenance:</b>	Chelan Bay Homeowners Association

### **Purpose**

This document is intended to provide guidance to ensure that the private on-site stormwater systems remain functional. The inspection, maintenance, and repair of the system components listed below are the responsibility of the Chelan Bay Homeowners Association (HOA). Long-term maintenance shall be performed as described hereinafter.

### **System Description**

The proposed stormwater controls consist of both public and private systems. The public system is composed of Vegetated Filter Strip (BMP T5.50) along the north side of the public pedestrian trail on Highway 97A's right of way and vegetated filter strip (BMP T5.50) on the trail's public parking on Tract A. The private stormwater system consists of Vegetated Filter Strips (BMP T5.50) for the private shared driveways to the western two fingers and a catch basin and trench drain collecting stormwater from the eastern finger's shared driveway and commercial site parking lot and routing it to an Stormfilter for treatment and eventually discharge into Lake Chelan. Additionally, each lot will collect roof runoff and route it to infiltration trenches (BMP T5.20) at each lot for runoff control.

Maintenance of the stormwater system along the shared driveways, public trails and parking lots will be the responsibility of the Chelan Bay Homeowners Association. Each Lot owner is responsible for maintenance and repairs if any to their individual onsite stormwater system. The HOA will regularly inspect and maintain as required, while keeping an inspection and maintenance log record, as well as a Source Control Plan for residential subdivisions per Table 8.1 of the 2019 Stormwater Management Manual for Eastern Washington (including, but not limited to BMPs, S440E, S441E and S442E).

The owner(s) and subsequent owner(s) of the commercial site will be responsible for maintenance to the catch basin, trench drain, conveyance system and stormfilter on the eastern finger's shared driveway and parking lot area.

Each of the above-listed components should be checked and a *written record of the inspections shall be kept by the Chelan Bay HOA.*

The following is a recommended inspection schedule.

1. Monthly from February through May.
2. Once in late summer (preferably in September).
3. After any major storm

**Inspection Tasks and Schedule**

These components should be inspected at least annually, preferably after a major rain event. Inspections shall use this report as well as the criteria from the latest Stormwater Management Manual for Eastern Washington (SWMMEW), as necessary. If it appears that the yard drains, catch basins, conveyance system, infiltration trench or gravel trench are not functioning properly it is recommended that the Chelan Bay HOA seek assistance from someone experienced with this type of investigation (Contractor, Engineer).

Damaged or nonfunctioning components shall be repaired in a timely manner. The size, placement, and composition of stormwater components may not be altered without written approval from the governing jurisdiction.

**Recommended Maintenance Criteria**

Maintenance Requirements should follow the latest SWMMEW. The following Tables are intended as a guidance tool for inspection, and not necessarily specific instructions.

- **Vegetated Filter Strips –**  
Maintenance of the stormwater system along the shared driveways, public trails and parking lots will be the responsibility of the Chelan Bay Homeowners Association

See Table Below 5.44 of the 2019 SWMMEW Below for maintenance requirements.

**Table 5.44: Maintenance Criteria for Vegetated Filter Strips**

Maintenance Component	Defect or Problem	Condition When Maintenance Is Needed	Recommended Maintenance to Correct Problem
General	Sediment Accumulation non Grass	Sediment depth > 2 inches.	Remove sediment deposits, relevel so slope is even and flows pass evenly through strip.
	Vegetation	When the grass becomes excessively tall (> 10 inches); when nuisance weeds and other vegetation starts to takeover.	Mow grass, control nuisance vegetation, such that flow not impeded. Grass should be mowed to a height between 3 to 4 inches.
	Trash and Debris Accumulation	Trash and debris accumulated on the filter strip.	Remove trash and debris from filter.
	Erosion/ Scouring	Eroded or scoured areas due to flow channelization, or higher flows.	For ruts or bare areas < 12 inches wide, repair the damaged area by filling with crushed gravel. The grass will creep in over the rock in time. If bare areas are large, generally > 12 inches wide, the filter strip should be regraded and reseeded. For smaller bare areas, overseed when bare spots are evident.
	Flow Spreader	Flow spreader uneven or clogged so that flows are not uniformly distributed through entire filter width.	Level the spreader and clean so that flows are spread evenly over entire filter width.



- **Catch Basins & Trench Drain –**

Catch basin and trench drain within the east finger is the responsibility of the commercial lot owner(s) and subsequent owner(s). Catch basins should be inspected at least annually and preferably after a large rain event. Check for and clean any accumulated sediment or materials that have collected inside the catch basins.

**Table 5.40: Maintenance Criteria for Catch Basins**

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
General	Trash and Debris	Trash or debris that is located immediately in front of the catch basin opening or is blocking inletting capacity of the basin by > 10%.	No trash or debris located immediately in front of catch basin or on grate opening.
		Trash or debris (in the basin) > 60% of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case < 6 inches clearance	No trash or debris in the catch basin.
		Trash or debris in any inlet or outlet pipe blocking > one-third of its height.	Inlet and outlet pipes free of trash or debris.
	Sediment	Dead animals or vegetation that could generate odors that could cause complaints or dangerous gases (e.g., methane).	No dead animals or vegetation present within the catch basin.
		Sediment (in the basin) > 60% of the sump depth as measured from the bottom of basin to invert of the lowest pipe into or out of the basin, but in no case < 6 inches clearance from the sediment surface to the invert of the lowest pipe.	No sediment in the catch basin
	Structure Damage to Frame and/or Top Slab	Top slab has holes > 2 square inches or cracks > 0.25 inches (Intent is to make sure no material is running into basin).	Top slab is free of holes and cracks.
		Frame not sitting flush on top slab, i.e., separation of > 0.75 inches of the frame from the top slab. Frame not securely attached	Frame is sitting flush on the riser rings or top slab and firmly attached.
	Fractures or Cracks in Basin Walls/Bottom	Maintenance person judges that structure is unsound.	Basin replaced or repaired to design standards.
	Fractures or Cracks in Basin Walls/Bottom (cont'd)	Grout fillet has separated or cracked > 0.5 inches and > 1 foot at the joint of any inlet/outlet pipe or any evidence of soil particles entering catch basin through cracks.	Pipe is regouted and secure at basin wall.
	Settlement/ Misalignment	If failure of basin has created a safety, function, or design	Basin replaced or repaired to design
	Vegetation	Vegetation growing across and blocking > 10% of the basin	No vegetation blocking opening to
		Vegetation growing in inlet/outlet pipe joints that is > 6 inches	No vegetation or root growth present.
	Contamination and	See "Wetponds"	No pollution present.
Catch Basin Cover	Cover Not in Place	Cover is missing or only partially in place. Any open catch basin	Catch basin cover is closed
	Locking Mechanism Not Working	Mechanism cannot be opened by one maintenance person with proper tools. Bolts into frame have < 0.5 inches of thread.	Mechanism opens with proper tools.
	Cover Difficult to Remove	One maintenance person cannot remove lid after applying normal lifting pressure.	Cover can be removed by one maintenance person.
Ladder	Ladder Rungs Unsafe	Ladder is unsafe due to missing rungs, not securely attached to basin wall, misalignment, rust, cracks, or sharp edges.	Ladder meets design standards and allows maintenance person safe
Metal Grates (if Applicable)	Grate opening Unsafe	Grate with opening > 0.875 inches.	Grate opening meets design standards.
	Trash and Debris	Trash and debris that is blocking > 20% of grate surface	Grate free of trash and debris.
	Damaged or Missing	Grate missing or broken member(s) of the grate.	Grate is in place and meets design

- **Stormfilter –**

Maintenance of the Stormfilter shall follow manufacture’s maintenance plan. Inspect periodically and contact distributor for a maintenance plan.

- **Infiltration Trenches –**

Each Lot owner is responsible for maintenance and repairs if any to their individual onsite stormwater system. The infiltration trenches should be inspected semi-annually and preferably after a large rain event.

**Table 5.37: Maintenance Criteria for Bioinfiltration/Infiltration Trenches/Basins**

Maintenance Component	Defect	Conditions When Maintenance is Needed	Results Expected When Maintenance is Performed
General	Trash and Debris	Any trash and debris > 5 cubic feet (cf) per 1,000 square feet (sf). (This is about equal to the amount of trash it would take to fill up one standard size garbage can). In general, there should be no visual evidence of dumping. If less than threshold, all trash and debris will be removed as part of next scheduled maintenance.	Trash and debris cleared from site.
	Poisonous/ Noxious Vegetation	Any poisonous or nuisance vegetation that may constitute a hazard to maintenance personnel or the public. Any evidence of noxious weeds as defined by state or local regulations. (Apply requirements of adopted integrated pest management policies for the use of herbicides).	No danger of poisonous vegetation where maintenance personnel or the public might normally be. (Coordinate with local health department). Complete eradication of noxious weeds may not be possible. Compliance with state or local eradication policies required.
	Contaminants and Pollution	Any evidence of oil, gasoline, contaminants or other pollutants (Coordinate removal/cleanup with local water quality response agency).	No contaminants or pollutants present.
	Rodent Holes	Any evidence of rodent holes if wetpond is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired. (Coordinate with local health department; coordinate with the Washington State Department of Ecology Dam Safety Office if pond ≥ 10 acre-feet.)
Storage Area	Sediment	Water ponding in infiltration pond after rainfall ceases and appropriate time allowed for infiltration. (A percolation test pit or test of BMP indicates BMP is only working at 90% of its designed capabilities. If ≥ 2 inches of sediment is present, remove).	Sediment is removed and/or BMP is cleaned so that infiltration system works according to design.
Rock Filters	Sediment and Debris	By visual inspection, little or no water flows through filter during heavy rain storms.	Gravel in rock filter is replaced.
Side Slopes of Pond	Erosion	Erosion of the pond’s side slopes and/or scouring of the pond bottom > 6 inches, or where continued erosion is prevalent.	Slopes stabilized using proper erosion control measures and repair methods.
Emergency Overflow Spillway and Berms Over 4 Feet in Height	Tree Growth	Tree growth on emergency spillways creates blockage problems and may cause failure of the berm due to uncontrolled overtopping. Tree growth on berms > 4 feet in height may lead to piping through the berm, which could lead to failure of the berm.	Trees should be removed. If root system is small (base < 4 inches) the root system may be left in place. Otherwise the roots should be removed and the berm restored. A licensed engineer in the state of Washington should be consulted for proper berm/spillway restoration.
	Piping	Discernible water flow through pond berm. Ongoing erosion with potential for erosion to continue. (Recommend a licensed engineer in the state of Washington with geotechnical expertise be called in to inspect and evaluate condition and recommend repair of condition.)	Piping eliminated. Erosion potential resolved.
Emergency Overflow Spillway	Rock Missing	Only one layer of rock exists above native soil in area ≥ 5 sf, or any exposure of native soil at the top of outflow path of spillway. (Riprap on inside slopes need not be replaced.)	Rocks and pad depth are restored to design standards.
	Erosion	Erosion of the pond’s side slopes and/or scouring of the pond bottom > 6 inches, or where continued erosion is prevalent.	Slopes stabilized using proper erosion control measures and repair methods.
Presettling Ponds and Vaults	BMP or Sump Filled With Sediment	6 inches or designed sediment trap depth of sediment.	Sediment is removed.

**Chelan Bay HOA**

**STORMWATER SYSTEM INSPECTION AND  
MAINTENACE LOG FORM**

Number of Sheets Attached: \_\_\_\_\_  
Date Inspected: \_\_\_\_\_  
Name of Inspector: \_\_\_\_\_  
Inspector's Signature: \_\_\_\_\_

<b>Component</b>	<b>Location</b>	<b>Maintenace Needed and Description</b>	<b>Maintenace Date (if any)</b>	<b>Notes and Comments</b>

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Maisha A 3/9/2022  
Deputy

**EASEMENT  
FOR INGRESS, EGRESS AND ACCESS FOR SANITATION**

**Grantor:** Chelan Bay Homeowners Association, a Washington nonprofit corporation  
**Grantee:** City of Chelan, a Washington municipality  
**Legal Description (abbreviated):** Tract A, Plat of Chelan Bay, Chelan County, Washington.  
Additional legal on page 1.  
**Assessor's Tax Parcel ID#:** Ptn. 272214662228

**I. PARTIES**

- 1.1 HOA. CHELAN BAY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (the "HOA").
- 1.2 Grantee. CITY OF CHELAN, a Washington municipality (the "City").

**II. PROPERTY**

2.1 The HOA owns the following described real property located in Chelan County, Washington:

Tract A of the Plat of Chelan Bay, recorded March 9, 2022, under Chelan County Auditor's File No. 2563597 ("Tract A").

**III. PUBLIC EASEMENT**

- 3.1 Grant of Easement. The HOA hereby grants to the City, for the benefit of the public, a nonexclusive easement in gross as described herein of the type described herein for the purposes described herein (the "Easement").
- 3.2 Consideration. This Easement is for and in consideration of the approval of the plat of Chelan Bay, recorded under Chelan County Auditor's File No. 2563597 (the "Plat"), and the mutual benefit of the parties herein, the receipt and sufficiency of which is hereby acknowledged.
- 3.3 Purpose. The purpose of this Easement is for access to the private roads within the Property for sanitation collection by the City and/or its agents.

3.4 Burdened Property. This Easement is to burden Tract A (also referred to herein as the "Burdened Property").

3.5 Benefited Party. This Easement is to benefit the public.

3.6 Appurtenant Easement. The burdens granted and imposed by this instrument shall run with the Burdened Property described herein.

3.7 Location of Easement. The location of the Easement covers the private roads located within the Property as generally depicted on the Plat of Chelan Bay, recorded under Chelan County Auditor's File No. 2563597.

3.8 Term of Easement. The term of this Easement is perpetual.

3.9 Indemnity. The Grantor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the City or on the City's behalf due of the grant of easement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that RCW 4.24.115 applies, then the Grantor agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Easement.


**IV. MISCELLANEOUS**

4.1 Successors and Assigns. This Agreement shall run with the land and be binding upon the owners, their heirs, successors and assigns and shall inure to the benefit and burden of the owner within the real property described above.

DATED this 28 day of January, 2022.

"HOA"

CHELAN BAY HOMEOWNERS ASSOCIATION  
A Washington Nonprofit Corporation

By   
Printed Name: CHRIS MARTIN  
Title: \_\_\_\_\_

"CITY"

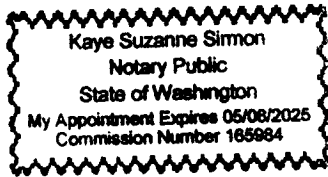
CITY OF CHELAN  
A Washington Municipality

By [Signature]  
Printed Name: Robert Goedde  
Title: Mayor

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF Chelan    )

I certify that I know or have satisfactory evidence that Chris Martin is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the representative of CHELAN BAY HOMEOWNERS ASSOCIATION be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 28 day of January, 2022.



[Signature]  
Typed/Printed Name Kaye Suzanne Simon  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 5/8/2025

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF Chelan    )

I certify that I know or have satisfactory evidence that Robert Goedde is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF CHELAN be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 26<sup>th</sup> day of January, 2022.



[Signature]  
Typed/Printed Name Patricia A. Michajta  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 12-15-22

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Shaugh A 3/9/2022  
Deputy

**JOINT DOCK USE AND MAINTENANCE EASEMENT  
(Lots 1 and 4)**

**Grantor/Grantee:** Tripen, Inc., a Washington corporation  
**Legal Description (abbreviated):** Lot 1 and Lot 4, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID:** Ptn. 272214662228

**Party and Properties**

1.1 Owner. TRIPEN, INC., a Washington corporation, is the owner of the following described real property:

Tax Parcel No. Ptn. 272214662228:

Lot 1 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

Tax Parcel No. Ptn. 272214662228:

Lot 4 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

(collectively, the "Property" and each, individually, a "Lot").

1.2 Shared Dock. This Joint Dock Use And Maintenance Easement relates to the dock and access area as depicted on the attached Exhibit "A" (the "Dock").

**Agreement**

2.1 Agreement. Grantor hereby declares that any parcels within the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding upon Grantor and its successors and assigns, and shall inure to the benefit and burden of each owner of the Property (each individually, an "Owner", and collectively, the "Owners").

2.2 Dock Use, Maintenance and Service. The Owners may agree to delineate and

designate areas of the Dock corresponding to each Lot and/or may agree to joint use of the entire Dock, in the Owners' discretion; provided that each Lot shall have the exclusive use rights for one boat slip adjacent to the Dock. An Owner shall not use the Dock in any way that unreasonably interferes with the other Owner's use of the Dock or the inlet. If an Owner moors a boat on its portion of the Dock, such boat shall be located exclusively on that Owner's share of the Dock, unless otherwise agreed by the Owners. The Owners shall maintain the Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

2.3 Joint Use Restriction. The Owners shall not build any overwater structures on Lots 1 and 4, except for the maintenance or modification of the Dock located on Lot 4 and except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area or elsewhere on their property in compliance with permitting requirements.

2.4 Maintenance Decisions. Decisions regarding maintenance, service, and improvements to the Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the Owners.

2.5 Mutual Easement. Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the Dock to the other Owner.

2.6 Maintenance Costs/Indemnification. The costs of repair, replacement and maintenance of the Dock pursuant to this Agreement shall be paid by the Owners on an equal share basis. Each Owner agrees to indemnify the other Owner up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be paid before the other Owner has the right to enforce payment.

2.8 Default/Venue. Should an Owner fail to pay its pro rata share of the maintenance costs or otherwise default in the performance of any obligations under this Agreement, the remaining Owner may bring an action for monies owed and/or to specifically enforce this Agreement. Venue for such an action shall be in Chelan County, Washington.

2.9 Insurance. Each Owner shall be responsible for obtaining its own insurance for acts or omissions with respect to this Agreement.

2.10 Successors and Assigns. This Agreement shall run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall inure to the benefit and burden of each Owner within the Property.

2.11 Attorneys Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to receive all costs and expenses incurred, including attorney's fees.

*Signature on following pages.*



Dated this 11<sup>th</sup> day of JANUARY, ~~2021~~ 2022.

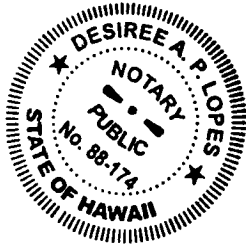
TRIPEN, INC.  
A Washington Corporation

By *Ryan Churchill*  
Printed Name: Ryan Churchill  
Title: Vice President

HAWAII  
STATE OF ~~WASHINGTON~~ )  
  ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of JANUARY, ~~2021~~ 2022.



*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024

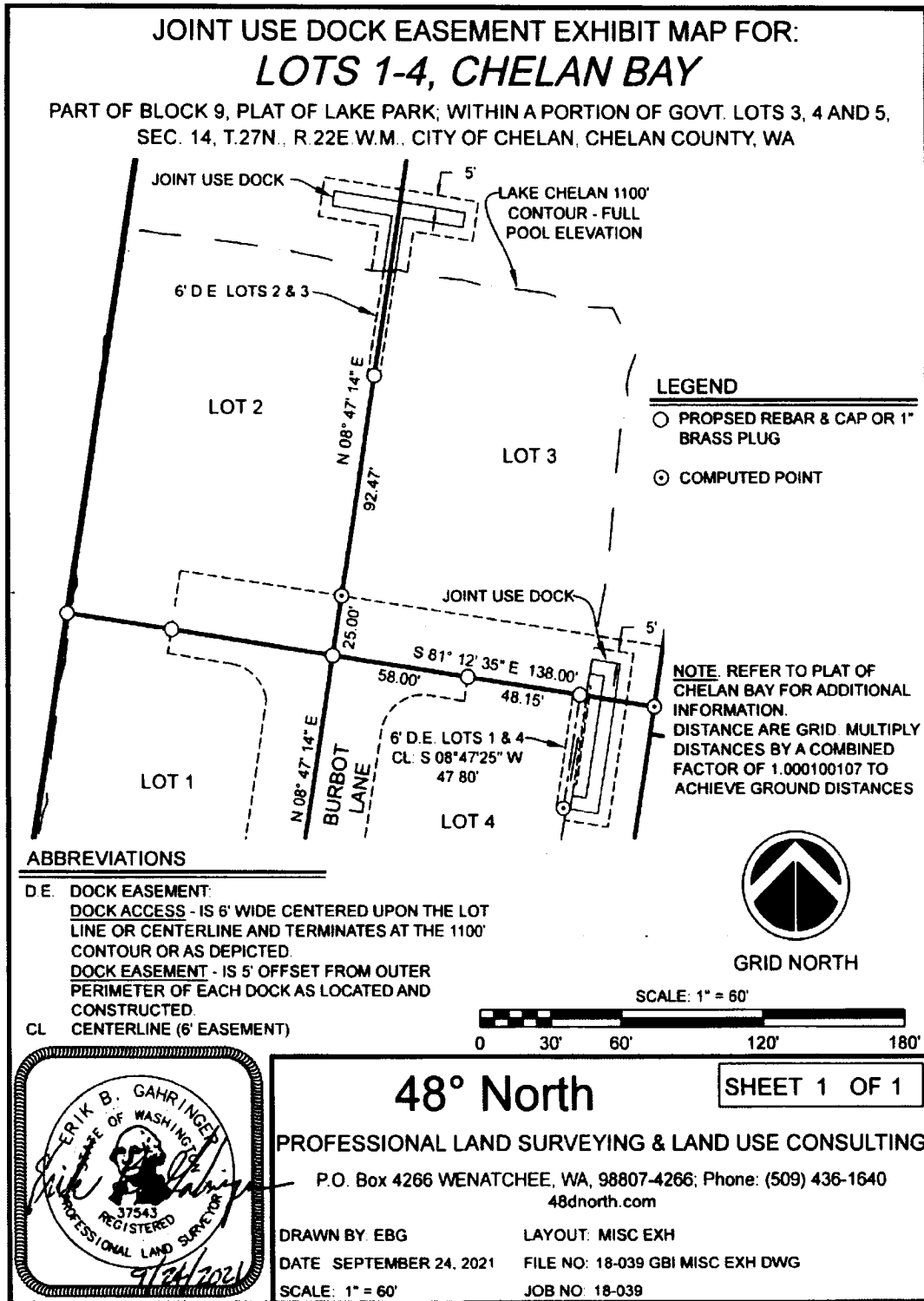
Doc. Date: 1-11-22 # Pages: 4  
Doc. Description: Joint Dock Use and Maintenance Easement  
*Desiree A. P. Lopes* 1-11-22  
Notary Signature Date  
DESIREE A. P. LOPES  
Notary Public, Second Circuit



EXHIBIT A

JOINT USE DOCK EASEMENT EXHIBIT MAP FOR:  
**LOTS 1-4, CHELAN BAY**

PART OF BLOCK 9, PLAT OF LAKE PARK; WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5,  
 SEC. 14, T.27N., R.22E W.M., CITY OF CHELAN, CHELAN COUNTY, WA



**LEGEND**

- PROPOSED REBAR & CAP OR 1" BRASS PLUG
- ⊙ COMPUTED POINT

**NOTE.** REFER TO PLAT OF CHELAN BAY FOR ADDITIONAL INFORMATION.  
 DISTANCE ARE GRID. MULTIPLY DISTANCES BY A COMBINED FACTOR OF 1.000100107 TO ACHIEVE GROUND DISTANCES

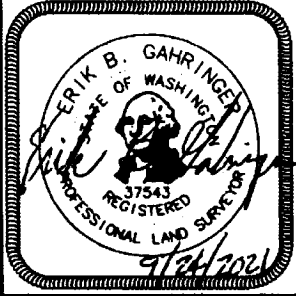
**ABBREVIATIONS**

- D.E. DOCK EASEMENT:  
 DOCK ACCESS - IS 6' WIDE CENTERED UPON THE LOT LINE OR CENTERLINE AND TERMINATES AT THE 1100' CONTOUR OR AS DEPICTED.  
 DOCK EASEMENT - IS 5' OFFSET FROM OUTER PERIMETER OF EACH DOCK AS LOCATED AND CONSTRUCTED.
- CL CENTERLINE (6' EASEMENT)



GRID NORTH

SCALE: 1" = 60'



**48° North**

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640  
 48dnorth.com

DRAWN BY: EBG                      LAYOUT: MISC EXH  
 DATE: SEPTEMBER 24, 2021      FILE NO: 18-039 GBI MISC EXH DWG  
 SCALE: 1" = 60'                      JOB NO: 18-039

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Shauna A 3/9/2022  
Deputy

**JOINT DOCK USE AND MAINTENANCE EASEMENT  
(Lots 2 and 3)**

**Grantor/Grantee:** Tripen, Inc., a Washington corporation  
**Legal Description (abbreviated):** Lot 2 and Lot 3, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID:** Ptn. 272214662228

**Party and Properties**

1.1 **Owner.** TRIPEN, INC., a Washington corporation, is the owner of the following described real property:

Tax Parcel No. Ptn. 272214662228:

Lot 2 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

Tax Parcel No. Ptn. 272214662228:

Lot 3 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

(collectively, the "Property" and each, individually, a "Lot").

1.2 **Shared Dock.** This Joint Dock Use And Maintenance Easement relates to the dock and access area as depicted on the attached Exhibit "A" (the "Dock").

**Agreement**

2.1 **Agreement.** Grantor hereby declares that any parcels within the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding upon Grantor and its successors and assigns, and shall inure to the benefit and burden of each owner of the Property (each individually, an "Owner", and collectively, the "Owners").

2.2 **Dock Use, Maintenance and Service.** The Owners may agree to delineate and designate areas of the Dock corresponding to each Lot and/or may agree to joint use of the entire

Dock, in the Owners' discretion; provided that each Lot shall have the exclusive use rights for one boat slip adjacent to the Dock. An Owner shall not use the Dock in any way that unreasonably interferes with the other Owner's use of the Dock or the inlet. If an Owner moors a boat on its portion of the Dock, such boat shall be located exclusively on that Owner's share of the Dock, unless otherwise agreed by the Owners. The Owners shall maintain the Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

2.3 Joint Use Restriction. The Owners shall not build any overwater structures on Lots 2 and 3, except for the maintenance or modification of the Dock located on Lots 2 and 3 and except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area or elsewhere on their property in compliance with permitting requirements.

2.4 Maintenance Decisions. Decisions regarding maintenance, service, and improvements to the Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the Owners.

2.5 Mutual Easement. Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the Dock to the other Owner.

2.6 Maintenance Costs/Indemnification. The costs of repair, replacement and maintenance of the Dock pursuant to this Agreement shall be paid by the Owners on an equal share basis. Each Owner agrees to indemnify the other Owner up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be paid before the other Owner has the right to enforce payment.

2.8 Default/Venue. Should an Owner fail to pay its pro rata share of the maintenance costs or otherwise default in the performance of any obligations under this Agreement, the remaining Owner may bring an action for monies owed and/or to specifically enforce this Agreement. Venue for such an action shall be in Chelan County, Washington.

2.9 Insurance. Each Owner shall be responsible for obtaining its own insurance for acts or omissions with respect to this Agreement.

2.10 Successors and Assigns. This Agreement shall run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall inure to the benefit and burden of each Owner within the Property.

2.11 Attorneys Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to receive all costs and expenses incurred, including attorney's fees.

*Signature on following pages.*

Dated this 11<sup>th</sup> day of January, ~~2024~~. 2022.

TRIPEN, INC.  
A Washington Corporation

By *Ryan Churchill*  
Printed Name: Ryan Churchill  
Title: Vice President

HAWAII  
STATE OF ~~WASHINGTON~~ )  
  ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of January, ~~2024~~. 2022

*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024



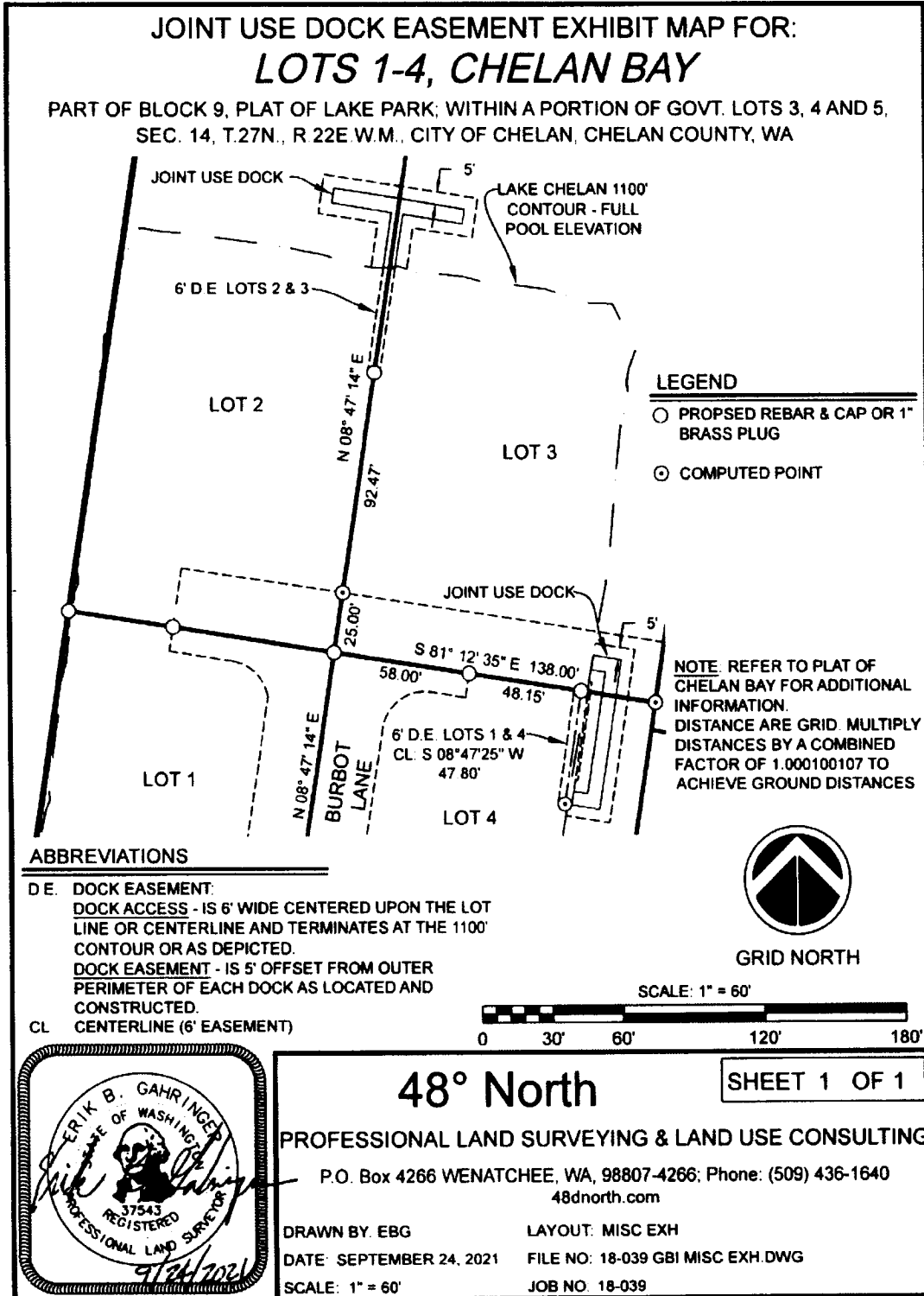
Doc. Date: 1-11-22 # Pages: 4  
Doc. Description: Joint Dock Use and Maintenance Easement  
*Desiree A. P. Lopes* 1-11-22  
Notary Signature Date  
DESIREE A. P. LOPES  
Notary Public, Second Circuit



EXHIBIT A

JOINT USE DOCK EASEMENT EXHIBIT MAP FOR:  
**LOTS 1-4, CHELAN BAY**

PART OF BLOCK 9, PLAT OF LAKE PARK; WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5,  
SEC. 14, T.27N., R 22E.W.M., CITY OF CHELAN, CHELAN COUNTY, WA



Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By: Maifan 3/9/2022  
Deputy

**JOINT DOCK USE AND MAINTENANCE EASEMENT  
(Lots 5 and 8)**

**Grantor/Grantee:** Tripen, Inc., a Washington corporation  
**Legal Description (abbreviated):** Lot 5 and Lot 8, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID:** Ptn. 272214662228

**Party and Properties**

1.1 **Owner.** TRIPEN, INC., a Washington corporation, is the owner of the following described real property:

Tax Parcel No. Ptn. 272214662228:

Lot 5 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

Tax Parcel No. Ptn. 272214662228:

Lot 8 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

(collectively, the "Property" and each, individually, a "Lot").

1.2 **Shared Dock.** This Dock Joint Use And Maintenance Easement relates to the dock and access area as depicted on the attached Exhibit "A" (the "Dock").

**Agreement**

2.1 **Agreement.** Grantor hereby declares that any parcels within the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding upon Grantor and its successors and assigns, and shall inure to the benefit and burden of each owner of the Property (each individually, an "Owner", and collectively, the "Owners").

2.2 **Dock Use, Maintenance and Service.** The Owners may agree to delineate and designate areas of the Dock corresponding to each Lot and/or may agree to joint use of the entire

Dock, in the Owners' discretion; provided that each Lot shall have the exclusive use rights for one boat slip adjacent to the Dock. An Owner shall not use the Dock in any way that unreasonably interferes with the other Owner's use of the Dock or the inlet. If an Owner moors a boat on its portion of the Dock, such boat shall be located exclusively on that Owner's share of the Dock, unless otherwise agreed by the Owners. The Owners shall maintain the Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

2.3 Joint Use Restriction. The Owners shall not build any overwater structures on Lots 5 and 8, except for the maintenance or modification of the Dock located on Lot 5 and except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area or elsewhere on their property in compliance with permitting requirements.

2.4 Maintenance Decisions. Decisions regarding maintenance, service, and improvements to the Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the Owners.

2.5 Mutual Easement. Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the Dock to the other Owner.

2.6 Maintenance Costs/Indemnification. The costs of repair, replacement and maintenance of the Dock pursuant to this Agreement shall be paid by the Owners on an equal share basis. Each Owner agrees to indemnify the other Owner up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be paid before the other Owner has the right to enforce payment.

2.8 Default/Venue. Should an Owner fail to pay its pro rata share of the maintenance costs or otherwise default in the performance of any obligations under this Agreement, the remaining Owner may bring an action for monies owed and/or to specifically enforce this Agreement. Venue for such an action shall be in Chelan County, Washington.

2.9 Insurance. Each Owner shall be responsible for obtaining its own insurance for acts or omissions with respect to this Agreement.

2.10 Successors and Assigns. This Agreement shall run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall inure to the benefit and burden of each Owner within the Property.

2.11 Attorneys Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to receive all costs and expenses incurred, including attorney's fees.

*Signature on following pages.*



Dated this 11<sup>th</sup> day of January, ~~2021~~ 2022.

TRIPEN, INC.  
A Washington Corporation

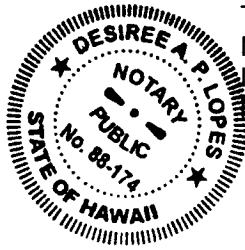
By *Ryan Churchill*  
Printed Name: Ryan Churchill  
Title: Vice President

HAWAII  
STATE OF ~~WASHINGTON~~ )  
  ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of January, ~~2021~~ 2022.

*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024



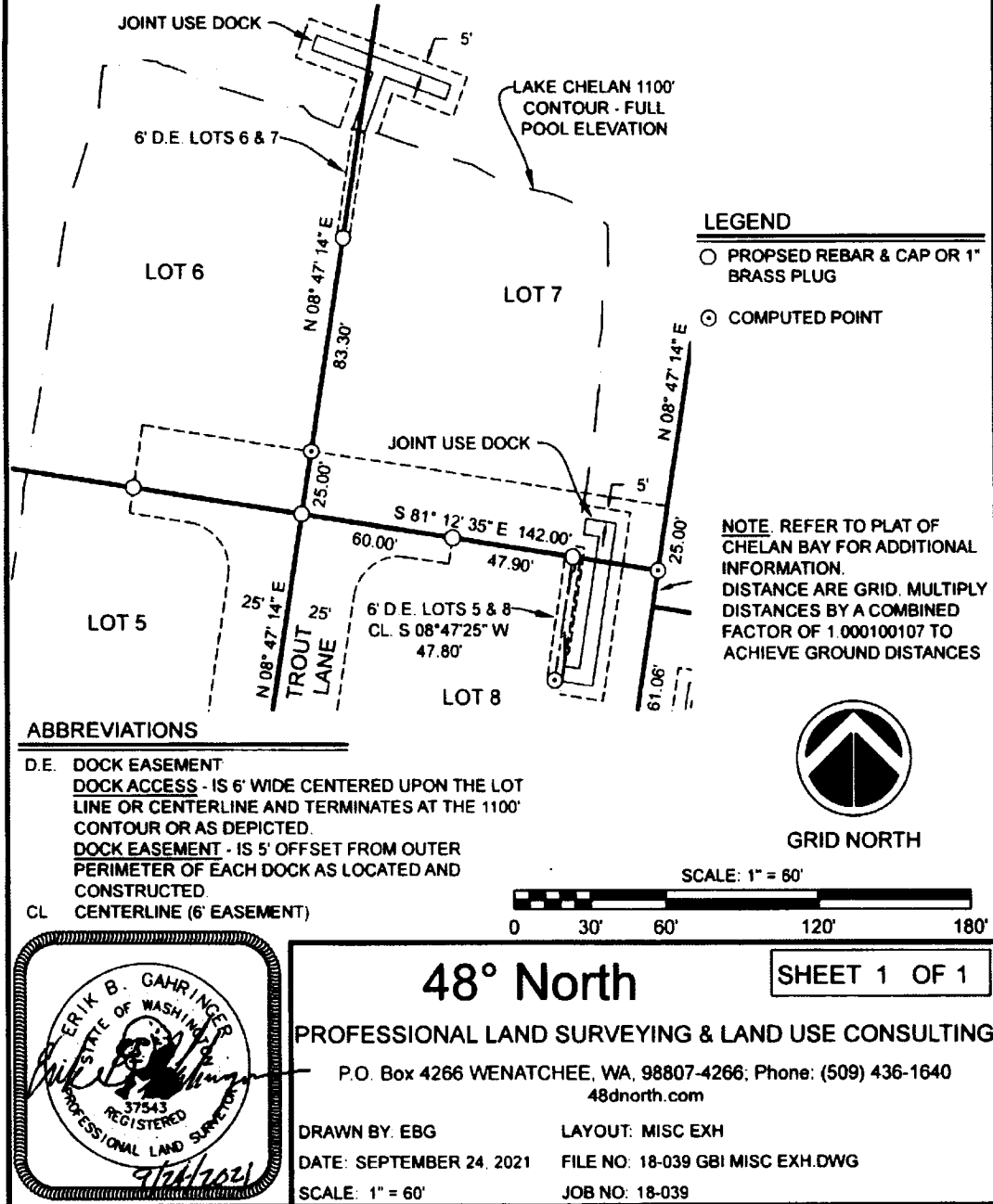
Doc. Date: 1-11-22 # Pages: 4  
Doc. Description: Joint Dock Use and Maintenance Easement  
*Desiree A. P. Lopes* 1-11-22  
Notary Signature Date  
DESIREE A. P. LOPES  
Notary Public, Second Circuit



EXHIBIT A

JOINT USE DOCK EASEMENT EXHIBIT MAP FOR:  
**LOTS 5-8, CHELAN BAY**

PART OF BLOCK 9, PLAT OF LAKE PARK, WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5,  
SEC. 14, T.27N., R.22E W.M., CITY OF CHELAN, CHELAN COUNTY, WA



- LEGEND**
- PROPOSED REBAR & CAP OR 1" BRASS PLUG
  - ⊙ COMPUTED POINT

**NOTE** REFER TO PLAT OF CHELAN BAY FOR ADDITIONAL INFORMATION. DISTANCE ARE GRID. MULTIPLY DISTANCES BY A COMBINED FACTOR OF 1.000100107 TO ACHIEVE GROUND DISTANCES

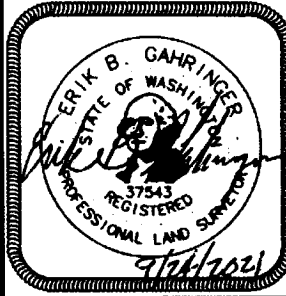
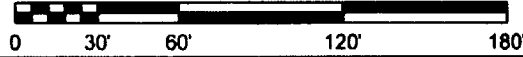
**ABBREVIATIONS**

- D.E. DOCK EASEMENT
- DOCK ACCESS - IS 6' WIDE CENTERED UPON THE LOT LINE OR CENTERLINE AND TERMINATES AT THE 1100' CONTOUR OR AS DEPICTED.
- DOCK EASEMENT - IS 5' OFFSET FROM OUTER PERIMETER OF EACH DOCK AS LOCATED AND CONSTRUCTED
- CL CENTERLINE (6' EASEMENT)



GRID NORTH

SCALE: 1" = 60'



**48° North**

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640  
48dnorth.com

DRAWN BY: EBG

LAYOUT: MISC EXH

DATE: SEPTEMBER 24, 2021

FILE NO: 18-039 GBI MISC EXH.DWG

SCALE: 1" = 60'

JOB NO: 18-039

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Shaughn A 3/9/2022  
Deputy

**JOINT DOCK USE AND MAINTENANCE EASEMENT  
(Lots 6 and 7)**

**Grantor/Grantee:** Tripen, Inc., a Washington corporation  
**Legal Description (abbreviated):** Lot 6 and Lot 7, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID:** Ptn. 272214662228

**Party and Properties**

1.1 **Owner.** TRIPEN, INC., a Washington corporation, is the owner of the following described real property:

Tax Parcel No. Ptn. 272214662228:

Lot 6 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

Tax Parcel No. Ptn. 272214662228:

Lot 7 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

(collectively, the "Property" and each, individually, a "Lot").

1.2 **Shared Dock.** This Joint Dock Use And Maintenance Easement relates to the dock and access area as depicted on the attached Exhibit "A" (the "Dock").

**Agreement**

2.1 **Agreement.** Grantor hereby declares that any parcels within the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding upon Grantor and its successors and assigns, and shall inure to the benefit and burden of each owner of the Property (each individually, an "Owner", and collectively, the "Owners").

2.2 **Dock Use, Maintenance and Service.** The Owners may agree to delineate and designate areas of the Dock corresponding to each Lot and/or may agree to joint use of the entire

Dock, in the Owners' discretion; provided that each Lot shall have the exclusive use rights for one boat slip adjacent to the Dock. An Owner shall not use the Dock in any way that unreasonably interferes with the other Owner's use of the Dock or the inlet. If an Owner moors a boat on its portion of the Dock, such boat shall be located exclusively on that Owner's share of the Dock, unless otherwise agreed by the Owners. The Owners shall maintain the Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

2.3 Joint Use Restriction. The Owners shall not build any overwater structures on Lots 6 and 7, except for the maintenance or modification of the Dock located on Lot 6 and 7 and except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area or elsewhere on their property in compliance with permitting requirements.

2.4 Maintenance Decisions. Decisions regarding maintenance, service, and improvements to the Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the Owners.

2.5 Mutual Easement. Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the Dock to the other Owner.

2.6 Maintenance Costs/Indemnification. The costs of repair, replacement and maintenance of the Dock pursuant to this Agreement shall be paid by the Owners on an equal share basis. Each Owner agrees to indemnify the other Owner up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be paid before the other Owner has the right to enforce payment.

2.8 Default/Venue. Should an Owner fail to pay its pro rata share of the maintenance costs or otherwise default in the performance of any obligations under this Agreement, the remaining Owner may bring an action for monies owed and/or to specifically enforce this Agreement. Venue for such an action shall be in Chelan County, Washington.

2.9 Insurance. Each Owner shall be responsible for obtaining its own insurance for acts or omissions with respect to this Agreement.

2.10 Successors and Assigns. This Agreement shall run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall inure to the benefit and burden of each Owner within the Property.

2.11 Attorneys Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to receive all costs and expenses incurred, including attorney's fees.

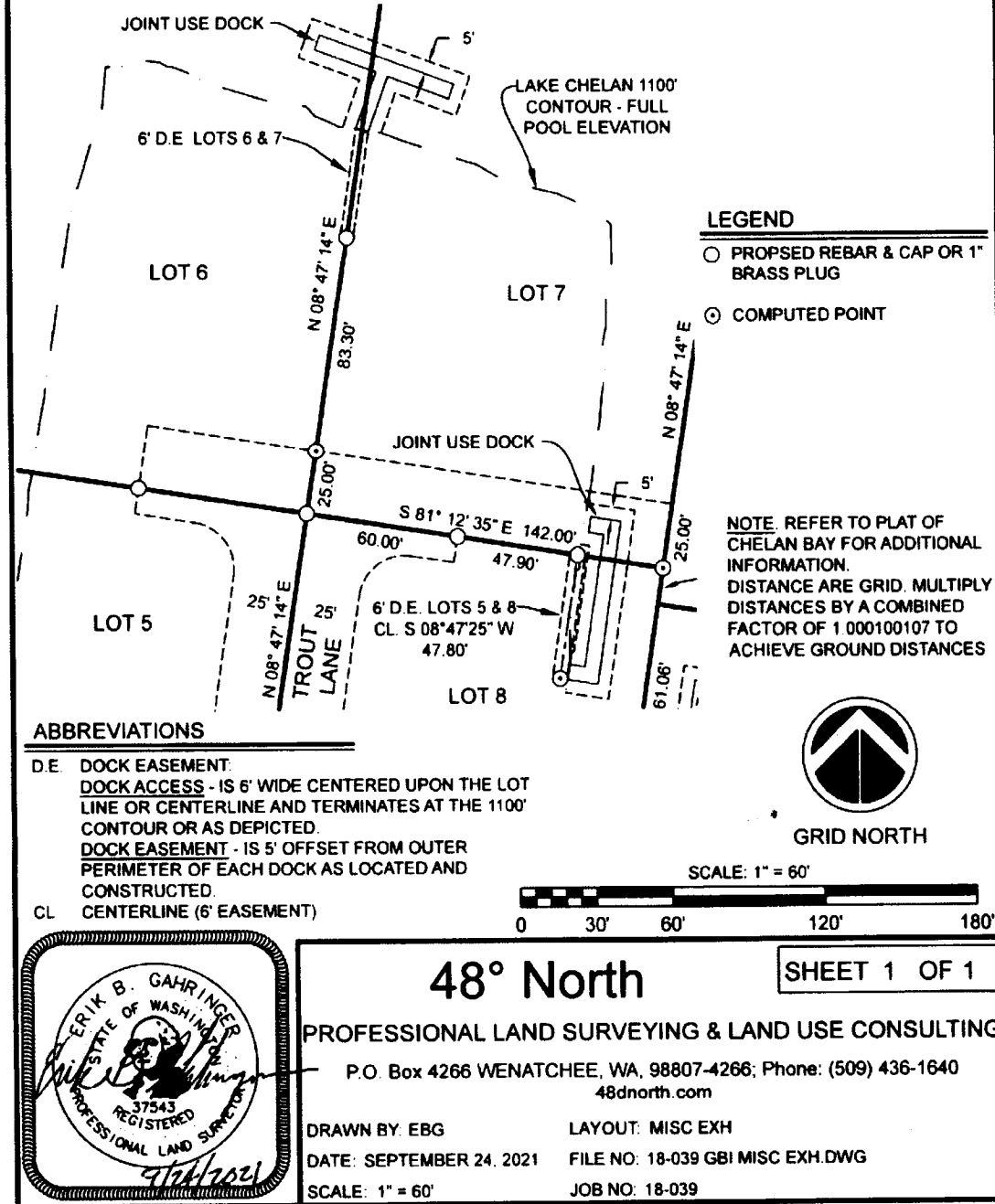
*Signature on following pages.*



EXHIBIT A

JOINT USE DOCK EASEMENT EXHIBIT MAP FOR:  
**LOTS 5-8, CHELAN BAY**

PART OF BLOCK 9, PLAT OF LAKE PARK; WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5,  
SEC. 14, T.27N., R.22E W.M., CITY OF CHELAN, CHELAN COUNTY, WA



**ABBREVIATIONS**

D.E. DOCK EASEMENT:  
DOCK ACCESS - IS 6' WIDE CENTERED UPON THE LOT LINE OR CENTERLINE AND TERMINATES AT THE 1100' CONTOUR OR AS DEPICTED.  
DOCK EASEMENT - IS 5' OFFSET FROM OUTER PERIMETER OF EACH DOCK AS LOCATED AND CONSTRUCTED.  
CL CENTERLINE (6' EASEMENT)



SCALE: 1" = 60'



**48° North**

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640  
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DRAWN BY: EBG

LAYOUT: MISC EXH

DATE: SEPTEMBER 24, 2021

FILE NO: 18-039 GBI MISC EXH.DWG

SCALE: 1" = 60'

JOB NO: 18-039

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Shaughx 3/9/2022  
Deputy

**JOINT DOCK USE AND MAINTENANCE EASEMENT  
(Lots 9 and 10)**

**Grantor/Grantee:** Tripen, Inc., a Washington corporation  
**Legal Description (abbreviated):** Lot 9 and Lot 10, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID:** Ptn. 272214662228

**Party and Properties**

1.1 Owner. TRIPEN, INC., a Washington corporation, is the owner of the following described real property:

Tax Parcel No. Ptn. 272214662228:

Lot 9 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

Tax Parcel No. Ptn. 272214662228:

Lot 10 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

(collectively, the "Property" and each, individually, a "Lot").

1.2 Shared Dock. This Joint Dock Use And Maintenance Easement relates to the dock and access area as depicted on the attached Exhibit "A" (the "Dock").

**Agreement**

2.1 Agreement. Grantor hereby declares that any parcels within the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding upon Grantor and its successors and assigns, and shall inure to the benefit and burden of each owner of the Property (each individually, an "Owner", and collectively, the "Owners").

2.2 Dock Use, Maintenance and Service. The Owners may agree to delineate and designate areas of the Dock corresponding to each Lot and/or may agree to joint use of the entire

Dock, in the Owners' discretion; provided that each Lot shall have the exclusive use rights for one boat slip adjacent to the Dock. An Owner shall not use the Dock in any way that unreasonably interferes with the other Owner's use of the Dock or the inlet. If an Owner moors a boat on its portion of the Dock, such boat shall be located exclusively on that Owner's share of the Dock, unless otherwise agreed by the Owners. The Owners shall maintain the Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

2.3 Joint Use Restriction. The Owners shall not build any overwater structures on Lots 9 and 10, except for the maintenance or modification of the Dock located on Lots 9 and 10 and except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area or elsewhere on their property in compliance with permitting requirements.

2.4 Maintenance Decisions. Decisions regarding maintenance, service, and improvements to the Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the Owners.

2.5 Mutual Easement. Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the Dock to the other Owner.

2.6 Maintenance Costs/Indemnification. The costs of repair, replacement and maintenance of the Dock pursuant to this Agreement shall be paid by the Owners on an equal share basis. Each Owner agrees to indemnify the other Owner up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be paid before the other Owner has the right to enforce payment.

2.8 Default/Venue. Should an Owner fail to pay its pro rata share of the maintenance costs or otherwise default in the performance of any obligations under this Agreement, the remaining Owner may bring an action for monies owed and/or to specifically enforce this Agreement. Venue for such an action shall be in Chelan County, Washington.

2.9 Insurance. Each Owner shall be responsible for obtaining its own insurance for acts or omissions with respect to this Agreement.

2.10 Successors and Assigns. This Agreement shall run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall inure to the benefit and burden of each Owner within the Property.

2.11 Attorneys Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to receive all costs and expenses incurred, including attorney's fees.

*Signature on following pages.*



Dated this 11<sup>th</sup> day of JANUARY, ~~2021~~ 2022.

TRIPEN, INC.  
A Washington Corporation

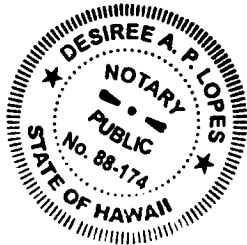
By *Ryan Churchill*  
Printed Name: Ryan Churchill  
Title: Vice President

HAWAII  
STATE OF ~~WASHINGTON~~ )  
  ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of JANUARY, ~~2021~~ 2022.

*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024



Doc. Date: 1-11-22 # Pages: 4  
Doc. Description: Joint Dock Use and Maintenance Easement  
*Desiree A. P. Lopes* 1-11-22  
Notary Signature Date  
**DESIREE A. P. LOPES**  
Notary Public, Second Circuit

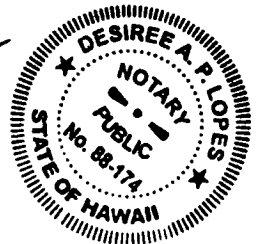
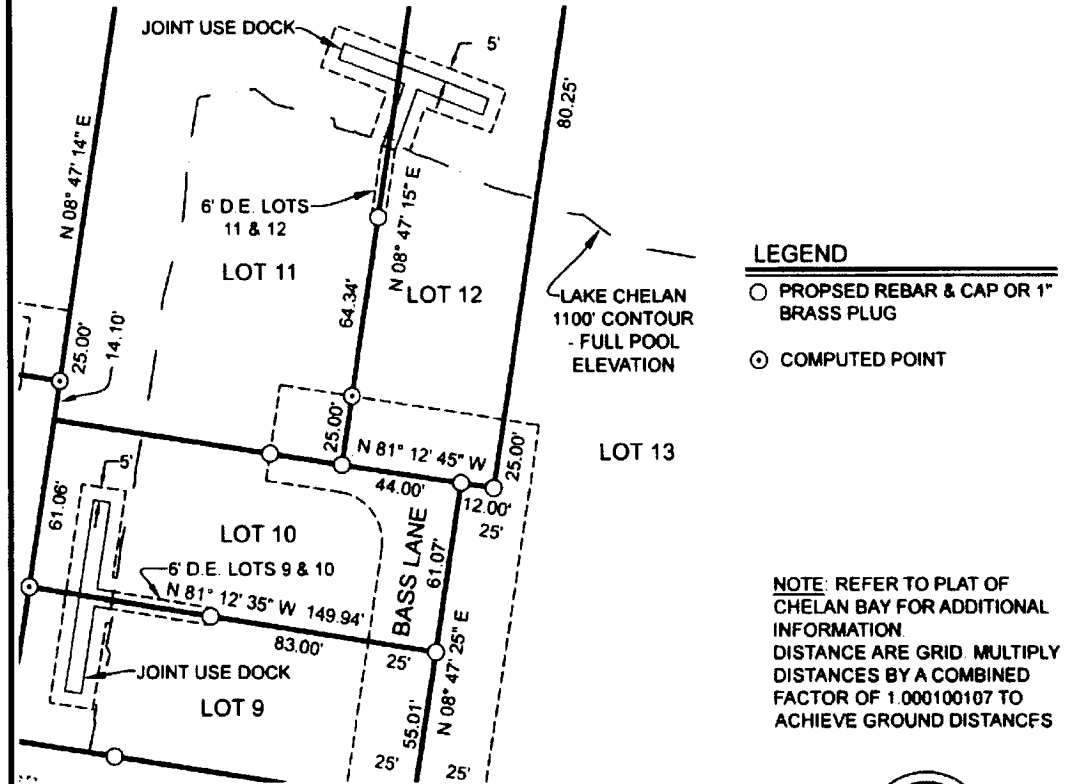


EXHIBIT A

JOINT USE DOCK EASEMENT EXHIBIT MAP FOR:  
**LOTS 9-12, CHELAN BAY**

PART OF BLOCK 9, PLAT OF LAKE PARK; WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5,  
SEC. 14, T 27N, R.22E.W.M., CITY OF CHELAN, CHELAN COUNTY, WA



**LEGEND**

- PROPOSED REBAR & CAP OR 1" BRASS PLUG
- ⊙ COMPUTED POINT

NOTE: REFER TO PLAT OF CHELAN BAY FOR ADDITIONAL INFORMATION.  
DISTANCE ARE GRID. MULTIPLY DISTANCES BY A COMBINED FACTOR OF 1.000100107 TO ACHIEVE GROUND DISTANCES

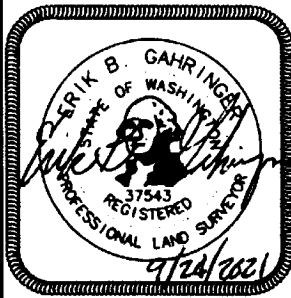
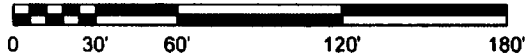
**ABBREVIATIONS**

- D.E. DOCK EASEMENT.
- DOCK ACCESS - IS 6' WIDE CENTERED UPON THE LOT LINE OR CENTERLINE AND TERMINATES AT THE 1100' CONTOUR OR AS DEPICTED.
- DOCK EASEMENT - IS 5' OFFSET FROM OUTER PERIMETER OF EACH DOCK AS LOCATED AND CONSTRUCTED



GRID NORTH

SCALE: 1" = 60'



**48° North**

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640  
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DRAWN BY: EBG

LAYOUT: MISC EXH

DATE: SEPTEMBER 24, 2021

FILE NO: 18-039 GBI MISC EXH.DWG

SCALE: 1" = 60'

JOB NO: 18-039

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Hayden A 3/9/2022  
Deputy

**JOINT DOCK USE AND MAINTENANCE EASEMENT  
(Lots 11 and 12)**

**Grantor/Grantee:** Tripen, Inc., a Washington corporation  
**Legal Description (abbreviated):** Lot 11 and Lot 12, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID:** Ptn. 272214662228

**Party and Properties**

1.1 Owner. TRIPEN, INC., a Washington corporation, is the owner of the following described real property:

Tax Parcel No. Ptn. 272214662228:

Lot 11 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

Tax Parcel No. Ptn. 272214662228:

Lot 12 of the Plat of Chelan Bay, recorded March 9, 2022,  
under Chelan County Auditor's File No. 2563597.

(collectively, the "Property" and each, individually, a "Lot").

1.2 Shared Dock. This Joint Dock Use And Maintenance Easement relates to the dock and access area as depicted on the attached Exhibit "A" (the "Dock").

**Agreement**

2.1 Agreement. Grantor hereby declares that any parcels within the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding upon Grantor and its successors and assigns, and shall inure to the benefit and burden of each owner of the Property (each individually, an "Owner", and collectively, the "Owners").

2.2 Dock Use, Maintenance and Service. The Owners may agree to delineate and designate areas of the Dock corresponding to each Lot and/or may agree to joint use of the entire

Dock, in the Owners' discretion; provided that each Lot shall have the exclusive use rights for one boat slip adjacent to the Dock. An Owner shall not use the Dock in any way that unreasonably interferes with the other Owner's use of the Dock or the inlet. If an Owner moors a boat on its portion of the Dock, such boat shall be located exclusively on that Owner's share of the Dock, unless otherwise agreed by the Owners. The Owners shall maintain the Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

2.3 Joint Use Restriction. The Owners shall not build any overwater structures on Lots 11 and 12, except for the maintenance or modification of the Dock located on Lots 11 and 12 and except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area or elsewhere on their property in compliance with permitting requirements.

2.4 Maintenance Decisions. Decisions regarding maintenance, service, and improvements to the Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the Owners.

2.5 Mutual Easement. Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the Dock to the other Owner.

2.6 Maintenance Costs/Indemnification. The costs of repair, replacement and maintenance of the Dock pursuant to this Agreement shall be paid by the Owners on an equal share basis. Each Owner agrees to indemnify the other Owner up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be paid before the other Owner has the right to enforce payment.

2.8 Default/Venue. Should an Owner fail to pay its pro rata share of the maintenance costs or otherwise default in the performance of any obligations under this Agreement, the remaining Owner may bring an action for monies owed and/or to specifically enforce this Agreement. Venue for such an action shall be in Chelan County, Washington.

2.9 Insurance. Each Owner shall be responsible for obtaining its own insurance for acts or omissions with respect to this Agreement.

2.10 Successors and Assigns. This Agreement shall run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall inure to the benefit and burden of each Owner within the Property.

2.11 Attorneys Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to receive all costs and expenses incurred, including attorney's fees.

*Signature on following pages.*

Dated this 11<sup>th</sup> day of JANUARY, 2021: 2022.

TRIPEN, INC.  
A Washington Corporation

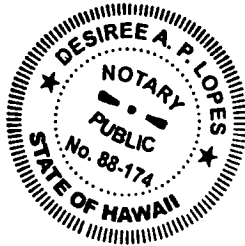
By *Ryan Churchill*  
Printed Name: Ryan Churchill  
Title: Vice President

HAWAII )  
STATE OF ~~WASHINGTON~~ )  
 ) ss.  
COUNTY OF MAUI )

I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of JANUARY, 2021: 2022.

*Desiree A. P. Lopes*  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
In and for the State of ~~Washington~~ Hawaii  
My appointment expires 3/30/2024



Doc. Date: 1-11-22 # Pages: 4  
Doc. Description: Joint Dock Use and Maintenance Easement  
*Desiree A. P. Lopes* 1-11-22  
Notary Signature Date  
**DESIREE A. P. LOPES**  
Notary Public, Second Circuit

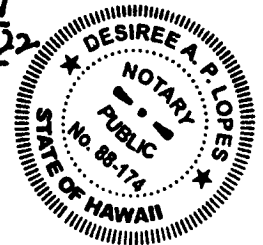
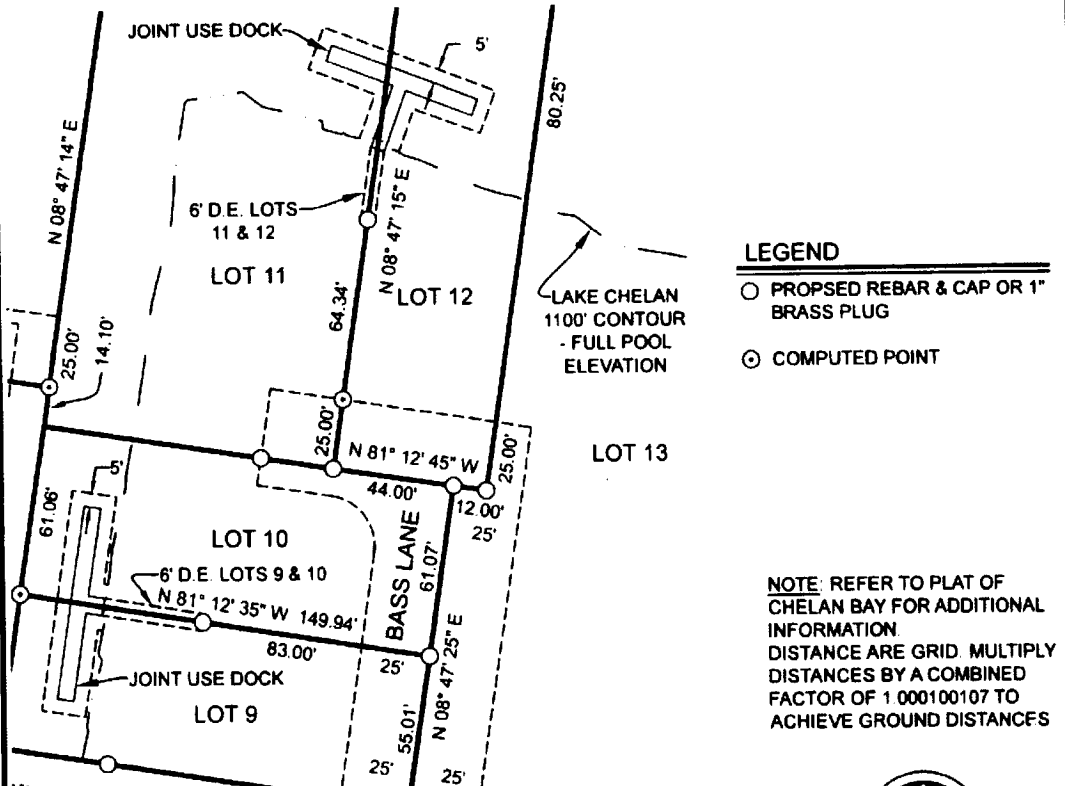


EXHIBIT A

JOINT USE DOCK EASEMENT EXHIBIT MAP FOR:  
**LOTS 9-12, CHELAN BAY**

PART OF BLOCK 9, PLAT OF LAKE PARK; WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5,  
SEC. 14, T 27N, R. 22E. W.M., CITY OF CHELAN, CHELAN COUNTY, WA



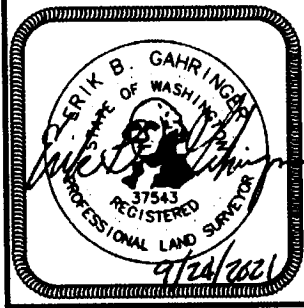
**ABBREVIATIONS**

D.E. DOCK EASEMENT:  
DOCK ACCESS - IS 6' WIDE CENTERED UPON THE LOT LINE OR CENTERLINE AND TERMINATES AT THE 1100' CONTOUR OR AS DEPICTED.  
DOCK EASEMENT - IS 5' OFFSET FROM OUTER PERIMETER OF EACH DOCK AS LOCATED AND CONSTRUCTED



GRID NORTH

SCALE: 1" = 60'



**48° North**

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640  
48dnorth.com

DRAWN BY: EBG LAYOUT: MISC EXH  
DATE: SEPTEMBER 24, 2021 FILE NO: 18-039 GBI MISC EXH.DWG  
SCALE: 1" = 60' JOB NO: 18-039

Return Address:

Michelle A. Green  
Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By: Shauna 3/9/2022  
Deputy

**PUBLIC EASEMENT AND MAINTENANCE AGREEMENT**

**Grantor:** Chelan Bay Homeowners Association, a Washington nonprofit corporation  
**Grantee:** City of Chelan, a Washington municipality  
**Legal Description (abbreviated):** Tract A, Plat of Chelan Bay, and ptn. SR 97A right of way, Blk. 8, Plat of Lake Park, Chelan County, Washington. Additional legal on page 1.  
**Assessor's Tax Parcel ID#:** Ptn. 272214662228

**I. PARTIES**

1.1 HOA. CHELAN BAY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (the "HOA").

1.2 Grantee. CITY OF CHELAN, a Washington municipality (the "City").

**II. PROPERTY**

2.1 The HOA owns the following described real property located in Chelan County, Washington:

Tract A of the Plat of Chelan Bay, recorded March 9, 2022, under Chelan County Auditor's File No. 2563597 ("Tract A").

2.2 The following described real property is public right-of-way located in Chelan County, Washington:

That portion of State Route 97A right of way located within Block 8, Lake Park, according to the plat thereof recorded in Volume 1 of Plats, at page 27, records of Chelan County, Washington, and vacated Pine Street, said plat, lying northerly of the northerly edge of pavement for said State Route; lying westerly of the centerline of vacated Pine Street; and lying easterly of line perpendicular to the centerline of said State Route extended southerly from the point of intersection of the northerly right of way line of said State Route with the centerline of vacated Boulevard Avenue, said plat of Lake Park ("Right of Way").

The Right of Way and Tract A are collectively referred to herein as the "Greenbelt".

### III. PUBLIC EASEMENT

3.1 Grant of Easement. The HOA hereby grants to the City, for the benefit of the public, a nonexclusive easement in gross as described herein of the type described herein for the purposes described herein (the "Easement").

3.2 Consideration. This Easement is for and in consideration of the approval of the plat of Chelan Bay, recorded under Chelan County Auditor's File No. 2563597 (the "Plat"), and the mutual benefit of the parties herein, the receipt and sufficiency of which is hereby acknowledged.

3.3 Purpose. The purpose of this Easement is for pedestrian ingress and egress to Lake Chelan, a walking and biking trail along the frontage of the Plat, a park, public parking areas, and other recreational purposes; provided that no overnight uses or camping shall be allowed at any time and further provided that all such uses shall be subject to reasonable rules and regulations that the HOA may adopt from time to time.

3.4 Burdened Property. This Easement is to burden Tract A (also referred to herein as the "Burdened Property").

3.5 Benefited Party. This Easement is to benefit the public.

3.6 Appurtenant Easement. The burdens granted and imposed by this instrument shall run with the Burdened Property described herein.

3.7 Location of Easement. The location of the Easement covers the entirety of Tract A and the improvements within the Easement are generally depicted in the attached Exhibit "A".

3.8 Term of Easement. The term of this Easement is perpetual.

### IV. MAINTENANCE AGREEMENT

4.1 Construction of Trail, Access, Landscaping, and Other Improvements. Pursuant to the terms and conditions of the approval of the Plat, the developer of the Plat is to construct a walking and biking trail along the frontage of the Plat within the Greenbelt (the "Lakeside Trail") and construct or install landscaping (to include a grassy play area), viewing platforms, required signage, a public swimming area adjacent to Tract B of the Plat, public parking, and other improvements within the Greenbelt in accordance with the conditions of approval for the Plat, the Shoreline Master Program, the Chelan Bay Mixed Use Development Mitigation Plan (July 2019), and in accordance with approved trail designs and/or site plans. The improvements within the Greenbelt and Tract B to be completed by the developer of the Plat are generally depicted in the attached Exhibit "A". All construction, improvements, and other work within the Right of Way is not covered by this Agreement and shall be done pursuant to a separate Permit for Work Within the Right of Way between the City and the developer of the Plat. Upon completion of the improvements within Tract B and approval of the Plat, the developer of the Plat is to convey Tract B to the City pursuant to the terms and conditions of the approval of the Plat.



4.2 Maintenance. The HOA shall be responsible for the maintenance and irrigation of the landscaping within the Greenbelt in perpetuity. The landscaping installed within the Plat and/or the Right of Way pursuant to the separate mitigation plan required in connection with the Plat approval shall be maintained and monitored for the 5-year period pursuant to the terms of the mitigation plan. The remainder of the landscaping to be installed within the Greenbelt shall be reasonably maintained by the HOA, provided that the HOA shall have the discretion to modify and/or replace plantings based on survivability and suitability for the area, as generally consistent with the overall approved site plan. The City shall pay the irrigation water costs and monthly fees directly related to irrigation of the Greenbelt, based on the irrigation water utilized on the Greenbelt according to the irrigation water meter to be installed by the developer of the Plat. The City shall provide not less than three (3) garbage receptacles within the Greenbelt. The City shall approve the location and type of garbage receptacles and the garbage service shall be determined solely by the City. The City shall be responsible for the maintenance of the trail within the Right of Way and the maintenance of the wayfinding signage installed by the developer. Snowplowing of private roads shall be the responsibility of the HOA and shall not impede the Lakeside Trail.

4.3 Indemnification. The City shall indemnify, defend, and hold the HOA harmless from any claims arising from or in any way related to any use of the Greenbelt, by anyone other than a member of the HOA. This provision shall be interpreted to include, but not be limited to, any liability incurred by way of any injury to anyone not a member of the HOA from use of the Greenbelt, by access to Lake Chelan across or through the Greenbelt, by use of Lake Chelan through access across the Greenbelt, or any injury in any other way related to use of the Greenbelt or access to Lake Chelan from the Greenbelt.


**V. MISCELLANEOUS**

5.1 Successors and Assigns. This Agreement shall run with the land and be binding upon the owners, their heirs, successors and assigns and shall inure to the benefit and burden of the owner within the real property described above.

DATED this 28 day of January, 20212

“HOA”

CHELAN BAY HOMEOWNERS ASSOCIATION  
A Washington Nonprofit Corporation

By   
Printed Name: Chris Martin  
Title: Sole Director

"CITY"

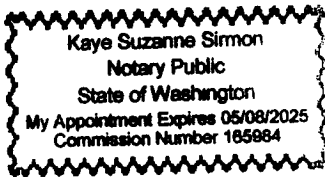
CITY OF CHELAN  
A Washington Municipality

By [Signature]  
Printed Name: Robert Goeckel  
Title: Mayor

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that Chris Martin is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sole Director of CHELAN BAY HOMEOWNERS ASSOCIATION be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 28 day of January, 2022

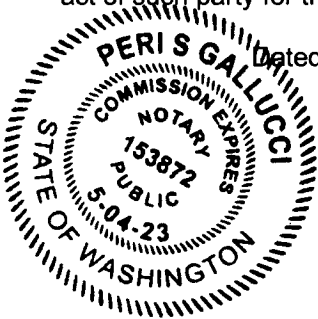


[Signature]  
Typed/Printed Name Kaye Suzanne Simon  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 5-8-2025

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that Robert Goeckel is the person who appeared before me and said person acknowledged that ~~he~~<sup>she</sup> signed this instrument, on oath stated that ~~he~~<sup>she</sup> was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF CHELAN be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

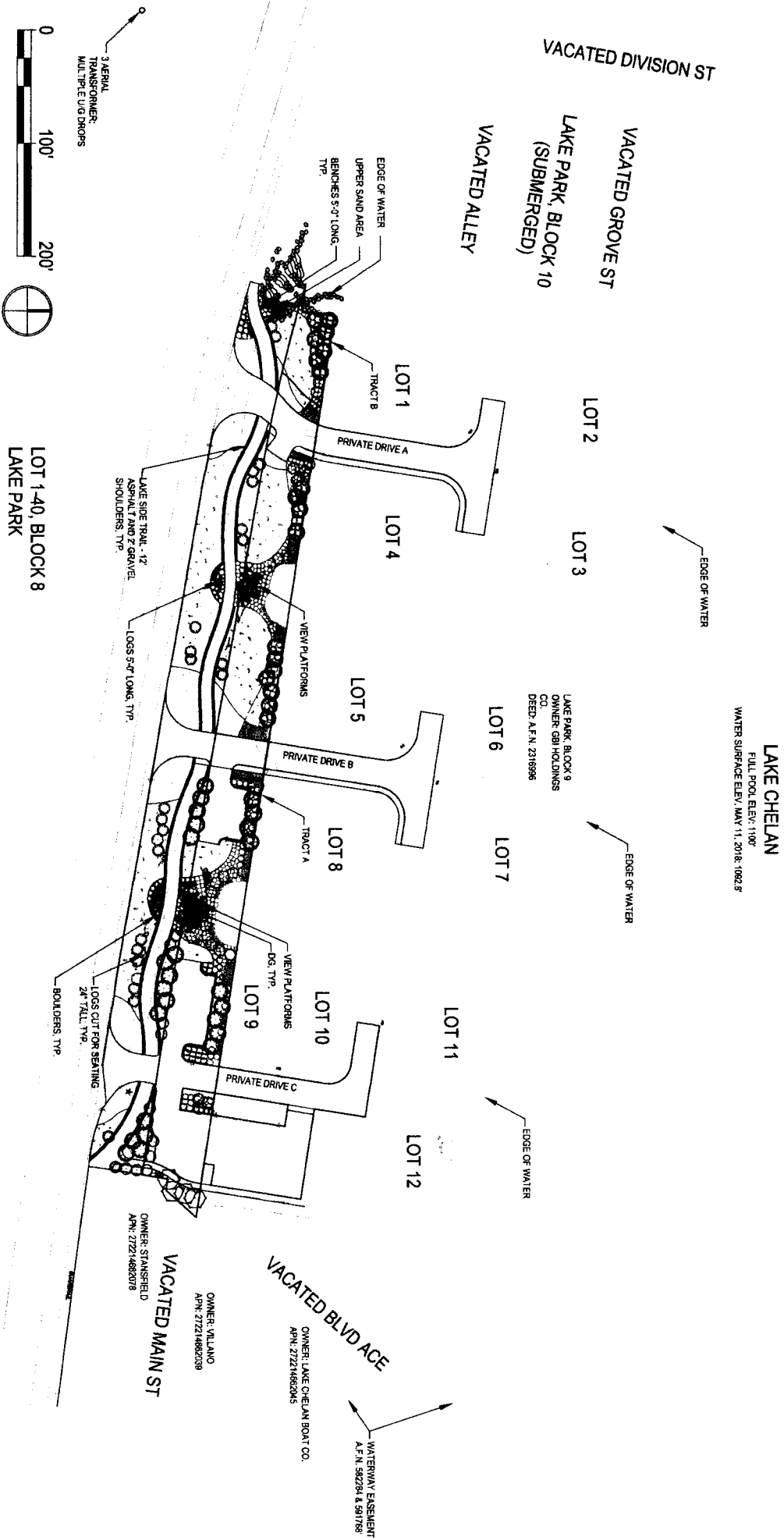
Dated this 7<sup>th</sup> day of February, 2022



[Signature]  
Typed/Printed Name Peri S. Gallucci  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 5/4/2023

EXHIBIT A

# GREENBELT LANDSCAPE PLAN



LOT 1-40, BLOCK 8  
 LAKE PARK

Return Address:

Gatens Green Weidenbach, PLLC  
PO Box 523  
Cashmere, WA 98815

NO EXCISE TAX REQUIRED  
Chelan County Treasurer  
David E. Griffiths

By Shayla 3/9/2022 Deputy

**STORMWATER EASEMENT**

**Grantor (Burdened Property):** Tripen, Inc., a Washington corporation  
**Grantee (Benefited Property):** Tripen, Inc., a Washington corporation  
**Legal Description (abbreviated): Burdened Property:** Lot 13, Plat of Chelan Bay, Chelan County, Washington. **Benefited Property:** Lots 9, 10, 11, 12, 13, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 2.  
**Assessor's Tax Parcel ID#:** **Burdened Property:** Ptn. 272214662228  
**Benefited Property:** Ptn. 272214662228

**Parties**

- 1.1 Grantor. TRIPEN, INC. a Washington corporation.
- 1.2 Grantee. TRIPEN, INC. a Washington corporation.
- 1.3 Association. CHELAN BAY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation. (the "Association").

**Easement**

2.1 Grant of Easement. Grantor hereby grants to Grantee a nonexclusive easement as described herein of the type described herein for the purposes described herein (the "Easement").

2.2 Purpose. The purpose of this Easement is for a ten foot (10') private stormwater utility easement in the location depicted on the attached Exhibit "A" along with a second ten foot (10') easement along the trench drain in the parking lot encompassing catch basin number 2, also depicted on the attached Exhibit "A".

2.3 Consideration. This Easement is for and in consideration of the mutual benefit of the parties herein, the receipt and sufficiency of which is hereby acknowledged.

2.4 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

2.5 Benefited Property. This Easement is to benefit the following described real property situated in the County of Chelan, State of Washington:

Lots 9, 10, 11, 12 and 13 of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.

(the "Benefited Property").

2.6 Burdened Property. This Easement is to burden the following described real property situated in the County of Chelan, State of Washington:

Lot 13 of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.

(the "Burdened Property").

2.7 Location of Easement. The location of the Easement is as depicted on the attached Exhibit "A".

2.8 Term of Easement. The term of this Easement is perpetual.

2.9 Maintenance and Repair. The cost of any maintenance and repair of the Easement shall be borne by the Association. Following any such maintenance and repair work, the Easement area shall be restored to substantially the same condition as before the performance of any such maintenance and repair work.

2.10 Relocation of Easement. The owner of the Burdened Property reserves the right to relocate the Easement in its sole discretion and at its expense, so long as such relocation does not unreasonably interfere with the intended use of the Easement. Any such relocation shall be documented by recorded amendment to this Easement. The owner of the

Burdened Property shall provide a minimum of thirty (30) days written notice to the owners of the Benefitted Property of the commencement of relocation work and/or potential for interruption of use of the Easement.

2.11 Attorney Fees and Costs. In the event any party employs legal counsel to enforce any covenant of this Easement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other costs and expenses not limited to court action. Such sum shall be included in any judgment or decree entered.

2.12 Venue. The venue of any action taken to enforce any part of this Easement shall be in Chelan County, Washington.

2.13 Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

2.14 Captions and Construction. The captions in this Easement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

2.15 No Merger. Merger shall not operate to void or terminate this Easement.

"GRANTOR/GRANTEE"

TRIPEN, INC.  
A Washington Corporation

By 

Printed Name: Ryan Churchill

Title: Vice President

Date: 1.11.2022

"ASSOCIATION"

CHELAN BAY HOMEOWNERS ASSOCIATION  
A Washington Nonprofit Corporation

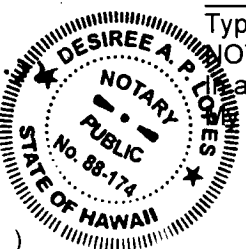
By [Signature]  
Printed Name: Chris Martin  
Title: Director  
Date: 2-7-2022

HAWAII )  
STATE OF ~~WASHINGTON~~ )  
  ) ss.  
COUNTY OF MAUI )

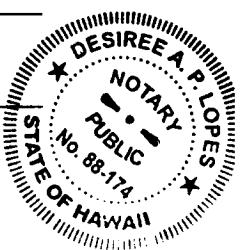
I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>th</sup> day of January, ~~2021~~ 2022.

Doc. Date: 1-11-22 # Pages: 5  
Doc. Description: Stormwater Easement  
[Signature]  
Notary Signature: [Signature] Date: 1-11-22  
Notary Public, Second Circuit



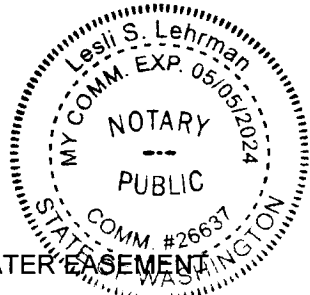
[Signature]  
Typed/Printed Name Desiree A. P. Lopes  
NOTARY PUBLIC  
and for the State of Washington Hawaii  
appointment expires 3/30/2024



STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF CHELAN )

I certify that I know or have satisfactory evidence that CHRIS MARTIN the person who appeared before me and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the DIRECTOR of CHELAN BAY HOMEOWNERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

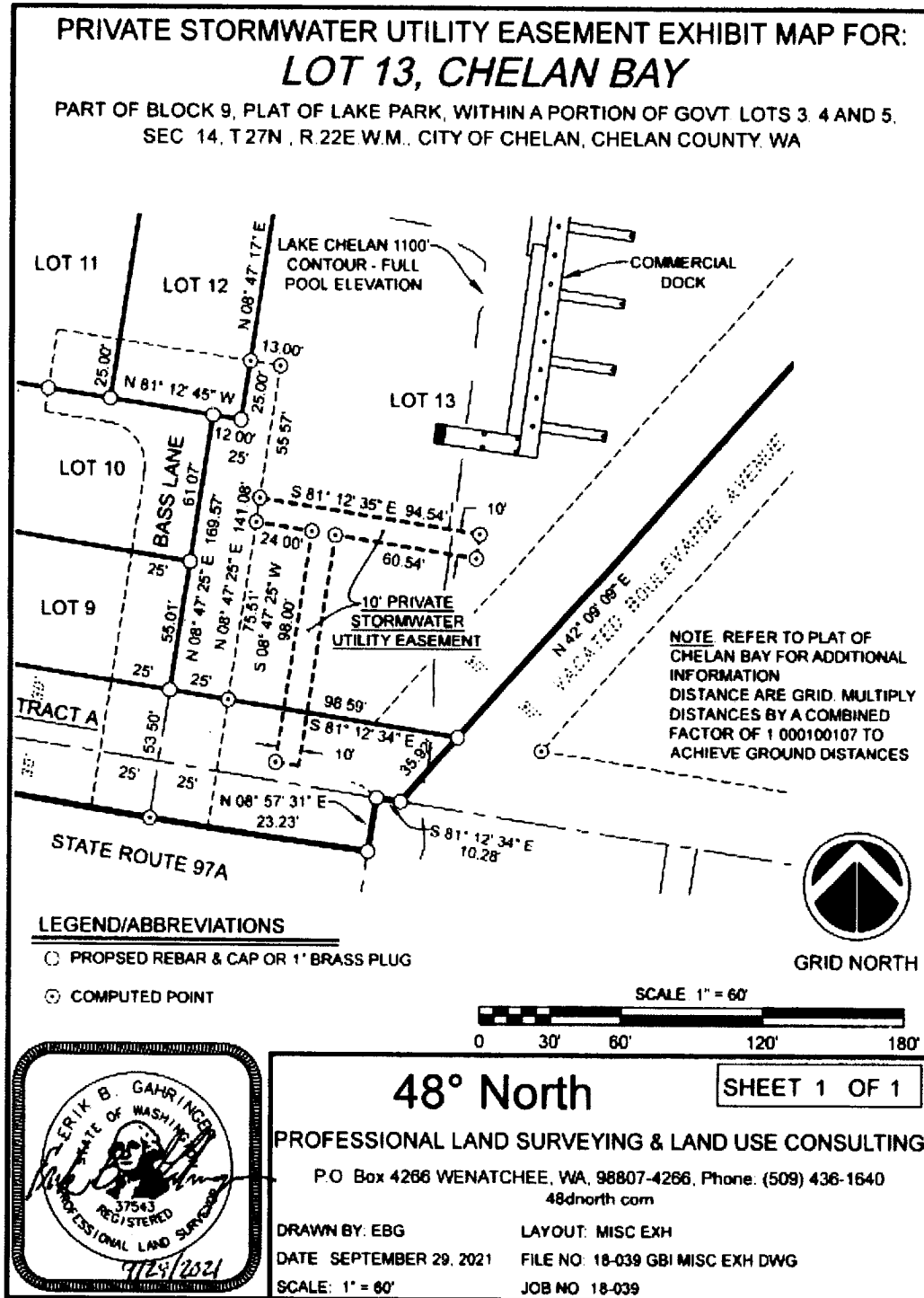
Dated this 7<sup>th</sup> day of FEBRUARY, ~~2021~~ 2022



[Signature]  
Typed/Printed Name LESLI S. LEHRMAN  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 05/05/2024



EXHIBIT A



**EXHIBIT I  
TO  
PUBLIC OFFERING STATEMENT  
PERMITS**

178 FERC ¶ 62,047  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Public Utility District No. 1 of Chelan County

Project No. 637-119

ORDER MODIFYING AND APPROVING  
NON-PROJECT USE OF PROJECT LANDS AND WATERS

(January 24, 2022)

1. On August 12, 2021, Public Utility District No. 1 of Chelan County (Chelan PUD), licensee for the Lake Chelan Hydroelectric Project No. 637,<sup>1</sup> filed an application requesting authorization to permit Tripen, Incorporated (Tripen) to install residential and commercial docks and access steps associated with Chelan Bay Development. The Lake Chelan Hydroelectric Project is located in Chelan County, Washington. The project occupies federal lands administered by the U.S. Forest Service (Forest Service) and U.S. Department of the Interior, National Park Service (NPS).

**Background**

2. The Commission issued a license to Chelan PUD for the operation and maintenance of the Lake Chelan Hydroelectric Project on November 6, 2006. Lake Chelan is a 32,560-acre reservoir at the normal maximum water surface elevation of 1,100 feet above mean sea level (msl) contour elevation; the project boundary follows the 1,100 feet above msl contour elevation. In the area of Chelan Bay Development, Tripen owns all lands above the 1,100 feet above msl contour elevation.<sup>2</sup>

3. Chelan Bay Development is a new (unconstructed) mixed-use development with 12 residential lots and a commercial area on three manmade peninsulas that were created in the 1960s. The peninsulas are outlined with rip rap that slopes into the lake.

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<sup>1</sup> Order on Offer of Settlement and Issuing New License (117 FERC ¶ 62,129), issued November 6, 2006.

<sup>2</sup> Chelan County Assessor (<https://www.co.chelan.wa.us/assessor>)

**Proposal**

4. Within the project boundary, Tripen is proposing 6 residential docks (to accommodate 12 watercraft), rock access steps into the lake for 11 of the 12 residential lots, a commercial dock, and rock access steps associated with a public access area that is not within the project boundary. Each residential dock would serve two lots and accommodate two watercraft; two U-shaped docks would be shared by residential lots 1 and 4 and lots 5 and 8, and four T-shaped docks would be shared by residential lots 2 and 3, lots 6 and 7, lots 9 and 10, and lots 11 and 12. The U-shaped docks would be 63 feet long by 6 feet wide, accessed by 6 feet by 6 feet walkways on each end. Three lakeward facing T-docks would be 56 feet long by 6 feet wide, accessed by 6 feet wide by 23 feet long walkways. A channel facing T-dock would be 69 feet long by 6 feet wide and accessed by a 6 feet by 6 feet walkway. The residential docks would attach to on-land concrete abutments that are not within the project boundary. Flat rocks would be installed on top of the existing rip rap to create the residential access steps.

5. A pier (8 feet wide by 32 feet long) would attach a gangway (6 feet wide by 80 feet long) to an L-shaped commercial dock; each arm of the L-shaped dock would be 8 feet wide by 120 feet long and one arm would have 4 finger docks (each 4 feet wide by 28 feet long). The pier would be attached to an on-land concrete abutment that is not within the project boundary. The commercial dock would accommodate approximately 12 watercraft for short-term use by patrons of the future upland commercial use. The docks would be partially constructed off-site and delivered to the site for installation.

6. Rock access steps associated with a public access area would be installed to the west of the peninsulas. Flat rocks would be installed on top of the existing rip rap to create the public access steps. Figure 1 shows the locations of the residential and commercial docks and residential access steps associated with Chelan Bay Development.

**Consultation**

7. Tripen held a meeting with Chelan PUD and government agencies on April 18, 2019, and posted a public notice sign at the Chelan Bay Development property and at Chelan City Hall on October 2, 2019. A public notice was also mailed on October 2, 2019 to the U.S. Army Corps of Engineers (Corps), Washington State Department of Natural Resources, Washington State Department of Ecology

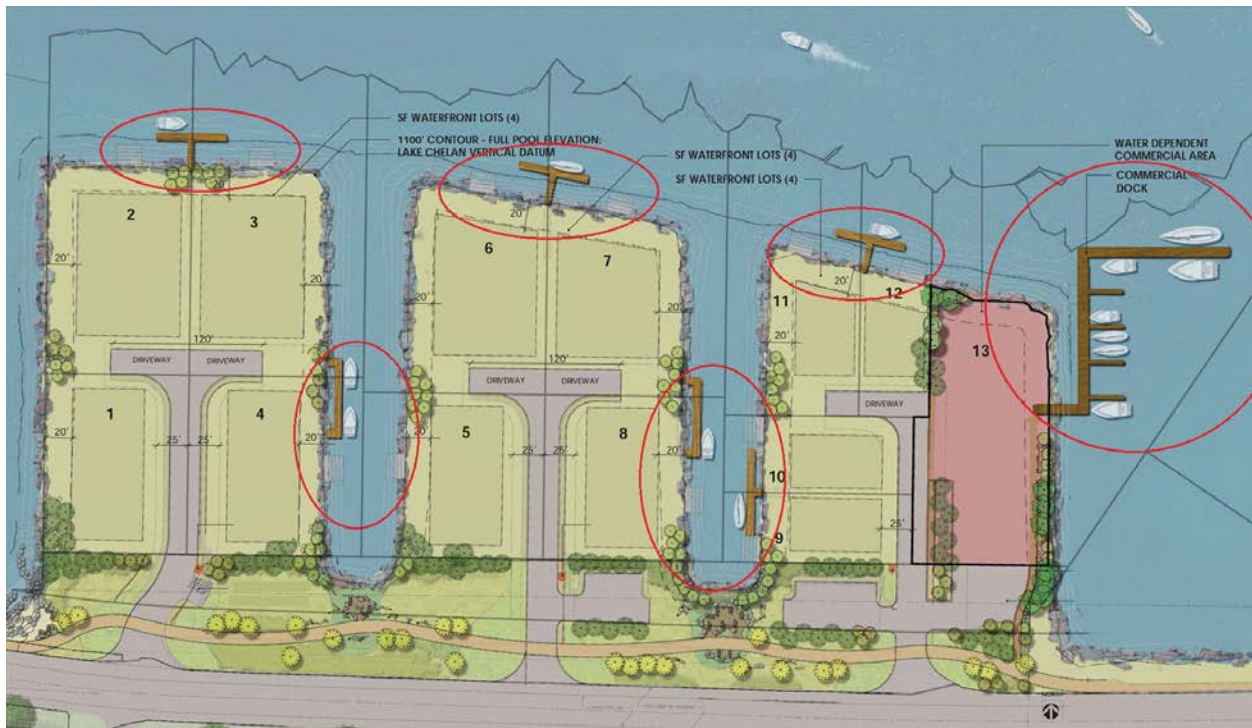


Figure 1: Chelan Bay Development (source: chelanbay.com, edited by Commission staff)

(Washington Ecology), the State Environmental Policy Act (SEPA) Register,<sup>3</sup> Washington State Department of Fish and Wildlife (Washington DFW), Washington State Department of Transportation, City of Chelan (Public Works and Building Department), Confederated Tribes of the Colville Reservation (Confederated Tribes), and all property owners within 300 feet of the proposed development, and published in the Lake Chelan Mirror. A public hearing was held on October 6, 2020. A notice of the public hearing was mailed to all parties of record and posted at the Chelan Bay Development site and at Chelan City Hall, on September 22, 2020, and published in the Lake Chelan Mirror on September 23, 2020.

8. Chelan PUD requested comments on the proposed residential and commercial docks and access steps from the Lake Chelan Cultural, Recreation, Wildlife, and Fisheries forums.<sup>4</sup> Washington DFW responded to Chelan PUD on July 7, 2021 with no

<sup>3</sup> Washington Ecology publishes an online SEPA Register that includes all SEPA and National Environmental Policy Act documents that have been submitted to Ecology.

<sup>4</sup> The forums were established in the project's settlement agreement for relicensing to ensure proposed work is compatible with Commission-approved management plans and project operations. Some agencies are in multiple forums. The agencies in the

(continued)

concerns, and noted it issued Hydraulic Project Approvals for Chelan Bay Development. Chelan PUD did not receive any other comments.

9. Tripen received permits for the proposed residential and commercial docks and access steps from the Corps, Washington Ecology, Washington DFW, and the City of Chelan for Chelan Bay Development. The City of Chelan issued a Shoreline Substantial Development Permit on October 30, 2020. Washington DFW issued a permit for the commercial dock and public access area steps on December 2, 2020. Washington DFW issued six separate residential permits (Hydraulic Project Approvals) for the residential docks and access steps on February 17, 2021.

10. The Corps issued a permit for the commercial dock and steps associated with the public access area on January 10, 2021 (Nationwide Permit 18, *Minor Discharges*). The Corps issued six separate permits for the residential docks and access steps on March 10, 2021 (Regional General Permit 4, *Maintenance, Modification, Construction, and Retention of Overwater Structures in Southern Lake Chelan*).

11. The Corps requested comments from the Confederated Tribes regarding the commercial dock and steps associated with the public access area on December 2, 2019. On March 2, 2020, the Confederated Tribes responded with no concerns provided two specific sites are avoided. On February 25, 2021, the Corps requested comments from the Confederated Tribes regarding the residential docks; the Confederated Tribes concurred with permitting the residential docks on March 1, 2021. Washington DAHP made a determination of no effect to historic properties on March 23, 2015, and the Corps concluded Section 106 Consultation on August 2, 2017. Washington DAHP did not respond to Chelan PUD's request for comments from the forums.

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forums include the Forest Service, FWS, NPS, U.S. Bureau of Indian Affairs, Bureau of Land Management, Washington DFW, Washington Ecology, Washington State Department of Archaeology and Historic Preservation (Washington DAHP), Washington State Parks and Recreation Commission, Washington Interagency Committee for Outdoor Recreation, City of Chelan, Colville Tribes and Yakama Nation, Mason Parks and Recreation Department, Lake Chelan Recreation Association, Lake Chelan Sportsman's Association, Wenatchee Sportsman Association, North Central Washington Mule Deer Foundation, Foundation for North American Wild Sheep, Audubon Society, National Wild Turkey Federation, and America Whitewater.

## **Discussion**

12. Commission staff has reviewed the application pursuant to the Federal Power Act's comprehensive development/public interest standard,<sup>5</sup> and agency comments on the proposed non-project use application. While our regulations provide that the approval of proposals to authorize use of project lands or waters for purposes including boat docks are categorically excluded from the need to prepare an environmental document,<sup>6</sup> we have nonetheless examined environmental issues related to the actions proposed here.

13. Installation of the residential and commercial docks would involve driving supports into the lakebed, causing temporary sediment disturbance that could have short term effects on aquatic species and water quality. These effects would be minimal due to the small footprint of the area. Residential docks that serve two lots minimizes the number of proposed docks. No long-term environmental effects are anticipated from the proposed docks and access steps.

14. Chelan Bay Development is consistent with existing commercial and residential uses in the vicinity and would not interfere with project operations or affect navigation. Negative effects from development are unlikely compared to undeveloped properties in less urban areas of the lake. Waterward of the 1,100 feet above msl contour elevation, the lakebed is moderately sloped, rocky, and unvegetated. There is no significant riparian vegetation on the property, and it is not a natural accumulation point for woody debris. The annual drawdown of the lake prevents the establishment of aquatic vegetation that could support macroinvertebrate communities.

15. None of the consulted agencies were opposed to the proposal. Consistent with permits issued by the Corps and Washington DFW, Tripen has agreed to use grated surfaces on all docks. Grated surfaces avoid the impacts of shading the water which could affect native aquatic vegetation and migrating fish. Chelan PUD is responsible for ensuring that Chelan Bay Development adheres to all permit conditions. The application includes location point data for the proposed non-project use. Chelan PUD's request for

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<sup>5</sup> Pursuant to Part I of the Federal Power Act, the Commission is required to license projects that best result in the comprehensive development of a waterway. To determine this, it is necessary for the Commission to determine to what extent proposals relate to project effects or project purposes. Policy Statement on Hydropower Licensing Settlements, 116 FERC ¶ 61,270, at 62,087 (2006).

<sup>6</sup> See 18 C.F.R. § 380.4(a)(19) (2021).

authorization to permit residential and commercial docks and access steps associated with Chelan Bay Development should be approved, as modified below.

16. On October 11, 2011, Chelan PUD filed a Traditional Cultural Property Management Plan pursuant to Article 401 and Appendix A, Article 10(f) of the project license.<sup>7</sup> Although no cultural resources have been identified in the vicinity of the area to be developed, the potential does exist for the discovery of cultural resources during the proposed installation, operation, and/or maintenance activities. Therefore, Chelan PUD should include in the intended permit, conditions to protect previously undiscovered cultural resources. The conditions should require that, if a previously undiscovered cultural resource site is discovered during installation, operation, and/or maintenance of the facilities, Tripen should immediately cease all work at the site and immediately contact Chelan PUD. Chelan PUD should then follow the provisions to protect historic properties as set forth in the adverse effects and unevaluated traditional cultural properties (Sections 6 through 9) of the approved Traditional Cultural Properties Management Plan.

17. Chelan PUD has an overall obligation to ensure that all non-project uses and occupancies of project lands and waters it authorizes are not inconsistent with the purposes of the project, including public recreation and natural resources protection. In this regard, Chelan PUD should include the following conditions in any permit it issues to Tripen: (1) Tripen's use and occupancy of project lands and waters must not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; (2) Tripen must take all reasonable precautions so that the installation, operation, and maintenance of the permitted facilities occurs in a manner that protects the scenic, recreational, and other environmental values of the project; and (3) Tripen must not unduly restrict public access to project waters.

18. To keep the Commission apprised of completion of the proposed non-project use, and to ensure it has been installed as approved in this order, within two years from the date of this order, Chelan PUD should file a construction completion report, including photographs, for the non-project use. If the non-project use is partially completed or installation has not begun, Chelan PUD should file an extension of time request to document completion of the non-project use. The request should propose a schedule for filing the construction completion report based on expected completion of the non-project use, and include a description of the key factors that were considered in the development of the schedule.

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<sup>7</sup> Order Approving Historic Properties Management Plan (137 FERC ¶ 62,216), issued December 8, 2011.



The Director orders:

(A) Public Utility District No. 1 of Chelan County's application, filed August 12, 2021, requesting Commission authorization to permit Tripen, Incorporated to install residential and commercial docks and access steps associated with Chelan Bay Development, at the Lake Chelan Hydroelectric Project No. 637, is approved, as modified by paragraphs (B) and (C), below.

(B) Public Utility District No. 1 of Chelan County must include in any permit issued under this authorization the following conditions: 1) Tripen, Incorporated's use of project lands and waters must not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; 2) Tripen, Incorporated must take all reasonable precautions to insure that the operation and maintenance of the structures and facilities covered by the permit will occur in a manner that protect the scenic, recreational, and other environmental values of the project; and 3) Tripen, Incorporated must not unduly restrict public access to project lands and waters.

(C) Consistent with the project's Traditional Cultural Properties Management Plan, filed with the Commission on December 8, 2011, Public Utility District No. 1 of Chelan County (Chelan PUD) must include, as a condition of any permit issued under this application, a condition requiring Tripen, Incorporated to cease all activities immediately upon finding any unanticipated historic or cultural resource, and to immediately contact Chelan PUD. Chelan PUD must immediately follow the provisions stipulated in its Traditional Cultural Properties Management Plan.

(D) This order constitutes final agency action. Any party may file a request for rehearing of this order within 30 days from the date of its issuance, as provided in section 313(a) of the Federal Power Act, 16 U.S.C. § 825*l*, and the Commission's regulations at 18 C.F.R. § 385.713 (2021). The filing of a request for rehearing does not operate as a stay of the effective date of this order, or of any other date specified in this order. The licensee's failure to file a request for rehearing shall constitute acceptance of this order.

Robert J. Fletcher  
Land Resources Branch  
Division of Hydropower Administration  
and Compliance

**SHORELINE MANAGEMENT PERMIT**

**ACTION SHEET**

**Application #:** SDP 2019-10, SEPA 2019-16, VAR2019-06, SUB 2019-16  
**Administering Agency** City of Chelan Department of Planning and Community Development

**Type of Permits:**

- Shoreline Substantial Development Permit
- Zoning Variance
- Subdivision Application

**Action:**

<input checked="" type="checkbox"/> Approved (SSDP 2019-10)	<input type="checkbox"/> Denied
<input type="checkbox"/> Approved (VAR 2019-06)	<input checked="" type="checkbox"/> Denied
<input checked="" type="checkbox"/> Approved (SUB 2019-16)	<input type="checkbox"/> Denied

October 30, 2020

**Date of Action:**

**Date Mailed to DOE/AG**

Pursuant to Chapter 90.58 RCW and the Shoreline Master Program of Chelan County, the following permit is hereby approved:

Tripen Incorporated  
c/o Larry Heikel  
PO Box 598  
Wenatchee, WA 98801

This request is for a Shoreline Substantial Development Permit (SSDP), Zoning Code Variance and a Subdivision into 27 lots and one tract for a mixed-use water-dependent commercial and residential development. The project includes public use and access areas, water-dependent commercial space open to the public including a dock and 25 private residential lots with joint-use docks. The entire width of the southern portion of the property will be a public use area that is 38,000 square feet (0.87 acre). A public trail will be constructed along the full frontage of the property. The trail will include two viewing platforms and a beach area providing access into Lake Chelan. Underground utilities and roads will be installed to service the properties, all of which are within shoreline jurisdiction.

Upon the following property: West Woodin Avenue (SR 97A) east for Water Street and west of East Street. No street address has been assigned.

The tax parcel number is 272214-662-228. Legally described as all of block 9, Plat of the Town of Lake Park, Chelan County Washington, together with that portion of vacated Boulevard Avenue

Within 200 feet of Lake Chelan and/or its associated wetlands.

The project would be within a shoreline of statewide significance (RCW 90.58.030). The project will be located within a single family residential shoreline designation.

The City of Chelan Shoreline Master Program is applicable to this development.

**All conditions imposed herein shall be binding on the “Applicant,” which terms shall include the owner or owners of the property, heirs, assigns, and successors.**

### **CONDITIONS OF APPROVAL**

All conditions imposed by this decision shall be binding on the applicant, which includes the owner or owners of the properties, heirs, assigns, and successors.

1. The applicant shall fully execute the Mitigation Plan dated July 30, 2019, except as amended herein as to the number of single family dwelling units accessed by a private road, and by number of docks.
2. Mitigation monitoring is required for a five-year period following installation of plant materials.
3. Final joint-use dock agreements must be recorded with the Chelan County Auditor prior to issuance of building permits for docks.
4. The Declaration of Covenants, Conditions and Restrictions and Restrictions of Chelan Bay Homeowners Association must be recorded with the Chelan County Auditor’s Office.
5. The Applicant shall obtain a fill and grade permit from City of Chelan Building department and shall include the public swim area on the western “finger”.
6. The Applicant shall obtain a Construction Stormwater General Permit from Department of Ecology.
7. All improvements shall comply with the Public Works Development Standards.
8. The Applicant shall submit final engineering for review and approval prior to project construction.
9. All improvements for public use must be constructed and installed or bonded for prior to final plat approval.
10. The Applicant shall locate utilities prior to commencement of any construction activities.



11. The project shall proceed substantially with the preliminary plat and preliminary engineering both dated July 2019, except as amended herein as to the number of single family dwelling units that can be accessed by a private road, and the number and location of joint use docks.
12. The Applicant shall comply with the Transportation Impact Study recommendations prepared by Transportation Engineering NorthWest, LLC updated February 21, 2020.
12. The Maintenance Agreement for the Greenbelt shall be reviewed by the City Attorney and Parks Department prior to approval by City Council.
13. Parking areas shall comply with CMC 17.60, Landscaping, along with the Chelan Bay Mitigation Plan, except as related to the number of single family dwelling units served by each private road. In the event of a conflict between CMC 17.60 and the Chelan Bay Mitigation Plan, the Mitigation Plan will control.
14. Physical public lake access will be provided on the western "finger" within the Resolution No. 534 public easement area. A site plan approved by the Planning and Parks department is required.
15. The applicant shall prepare all the necessary legal documents and drawings to transfer the shoreline physical public access area or area proposed by the applicant to the City. Any dedication or property transfer to the City of Chelan shall be reviewed by the City Attorney and approved by City Council. The applicant shall submit the necessary documents to the City prior to final plat application submittal. The proposed parcel or tract may deviate from the Waterfront Commercial zoning dimensional standards including lot size and dimensions for the public access area. A note shall be placed on the final plat indicating that only structures for the public's use, parking and/or utility infrastructure may be located within the public access areas including the parcel or tract and public easement.
16. The Lakeside Trail shall be constructed or bonded for prior to final plat approval.
17. The trail design shall be consistent with the Lakeside Trail design project prepared by SCJ Alliance for the City and the Chelan Bay Public Access Conceptual Plans including connection to the public access areas to Lake Chelan, proposed public outlooks and commercial dock. The Lakeside Trail shall be part of the required frontage improvements along SR97A and must be approved by the Planning and Public Works departments prior to construction.
18. Lake Chelan Public Access and Lakeside Trail signage shall be installed and be consistent with the City's Wayfinding Sign Program.
19. Environmental Review, SEPA, including a Traffic Impact Study shall be required for future commercial development land use application(s).
20. Final Plat drawings shall include all public and utility easements.
21. Fireflow shall be provided in accordance with the International Fire Code.
22. The Project shall comply with Public Works review letter dated March 6, 2019 and Building review comments, except as modified herein as to the number of lots.

23. A stormwater plan shall be submitted to Public Works prior to any construction activity and comply with the Public Works Development Standards and Eastern Washington Stormwater Manual.
24. Prior to any ground disturbance, a dust control mitigation plan shall be submitted to the Building department for approval. The plan shall include contact information and procedures for “after hours” and weekend dust control.
25. Erosion control measures per the General Storm Water Permit shall be in place prior to any construction activity. The City must be notified immediately if any runoff into Lake Chelan occurs.
26. SP2010-01 Goodfellow Fingers decision is rescinded.
27. Pursuant to City of Chelan Development Standards Manual Section 5C.140(2), each private road on each “finger” shall provide access to no more than four single family dwelling units.
28. The Applicant shall submit revised site plans, including dock plans, demonstrating compliance with Condition of Approval No. 28.
29. The commercial dock shall be open to the public.
30. Each permit may expire pursuant to the Chelan Municipal Code, the Revised Code of Washington, the Shoreline Master Program, and the Shoreline Management Act.

#### **FINDINGS OF FACT**

1. This request is for a Shoreline Substantial Development Permit (SSDP), Zoning Code Variance and a Subdivision into 27 lots and one tract for a mixed-use water-dependent commercial and residential development. The proposal includes public use and access areas, water-dependent commercial space open to the public including a dock and 25 private residential lots with joint-use docks. The entire width of the southern portion of the property will be a public use area that is 38,000 square feet (0.87 acre). A public trail will be constructed along the full frontage of the property. The trail will include two viewing platforms and a beach area providing access into Lake Chelan. Underground utilities and roads will be installed to service the properties; all of which are within shoreline jurisdiction.
2. The subject property is located on West Woodin Avenue (SR 97A) east for Water Street and west of East Street. No street address has been assigned.
3. The tax parcel number is 272214-662-228. Legally described as all of block 9, Plat of the Town of Lake Park, Chelan County Washington, together with that portion of vacated Boulevard Avenue.
4. The applicant is Tripen Incorporated, represented by Larry Heikel, PO Box 598, Wenatchee, WA 98801.
5. The authorized agent is Ryan Walker; Grette Associates LLC, of 151 S. Worthen St., Ste 101, Wenatchee, WA 98801.



6. A pre-application conference was held on April 18, 2019.
7. The application was submitted on July 31, 2019 and a letter of complete application was issued on August 28, 2019.
8. The application materials included:
  - 8.1 Preliminary Plat Application
  - 8.2 Preliminary Plat Map
  - 8.3 Preliminary engineering
  - 8.4 Traffic Impact Analysis
  - 8.5 JARPA
  - 8.6 SEPA
  - 8.7 Development Regulation Variance
  - 8.8 Critical Area Checklist
  - 8.9 Mitigation Plan
  - 8.10 SMP Compliance Memorandum
  - 8.11 Vegetation Survey
  - 8.12 Chelan Bay – Concept Plan (public access) dated September 13, 2019
  - 8.13 Public Lookout Options A & B dated December 4, 2019
9. The project required environmental review as provided for under the State Environmental Policy Act and CMC 14.06. A Determination of Nonsignificance (DNS) was issued on September 22, 2020 under WAC 197-11-340(2) with a 14-day public comment period closing on October 5, 2020. The Notice of Application stated the Optional DNS process in WAC 197-11-355 was being used. SEPA rules allow for the City to issue the final determination with an additional 14-day comment period. The final DNS included as hearing exhibit No. 9.
10. The applicant submitted a Traffic Impact Study prepared by Transportation Engineering NorthWest, LLC, dated July 2, 2019.
11. The applicant submitted a Mitigation Plan prepared by Grette Associates Environmental Consultants, LLC, dated July 30, 2019.
12. The applicant submitted a Vegetation Assessment Technical Memorandum prepared by Grette Associates Environmental Consultants, LLC, dated January 17, 2019.
13. The project requires a shoreline substantial development permit in accordance with the City of Chelan Shoreline Master Program (CSMP) Section 7.5.1.
14. The CSMP identifies the Shoreline Environment Designation as High Intensity.
15. The purpose of the High Intensity environment is to provide for high-intensity water-oriented commercial, transportation and industrial uses.
16. Within the High Intensity environment designation, mixed-use commercial and mixed-use residential are listed as permitted uses per Table 3-1.
17. Single and multi-family developments are allowed in the High Intensity environment as part of a mixed-use development with primary water-oriented uses.

18. A water-oriented use is one that is a use that is water-dependent, water-related, or water-enjoyment, or a combination of such uses.
19. The property is located within the Commercial Waterfront (CW) zoning district as regulated by CMC 17.40.
20. The CW zoning district permits mixed-use developments that include water-dependent and water oriented commercial uses together with single-family or multi-family uses while promoting public access for significant numbers of the public.
21. The CW zoning district permits commercial or public water transportation facilities, marina facilities and a wide variety of commercial uses.
22. The southern portion of the property includes portions of Boulevard Avenue Vacated by Ordinance No. 24 passed by the Town of Lakeside in 1927. Said vacation includes a public easement over the vacated avenue for access over the lands to Lake Chelan at all water levels.
23. On August 23, 1977, the City of Chelan passed Resolution No. 534 reaffirming the public's right of access to Lake Chelan at all stages of water over Boulevard Avenue and further resolved that no use, development or occupancy will be permitted which will in any way interfere with the free and unrestricted access by the public to Lake Chelan.
24. CSMP 4.3.2 (N) allows the Shoreline Administrator to approve a re-arrangement of existing public easement locations to achieve improved shoreline public access and site plan that more effectively meets the Shoreline Management Act and CSMP goals and polices.
25. The Chelan Bay SSDP application materials include public lake access conceptual designs that provide effective shoreline public access providing for visual and physical lake access to a greater extent than the Resolution No. 534 "walking" easement accomplishes.
26. An easement for waterway over vacated Boulevard Avenue between the westerly line of Pine Street extended and the center of Warf Street appurtenant to lots 1 through 4, Block 4, of the Plat of Lake Park and lots 1 through 9 in Block 8, Plat of Lake Park is recorded under AFN 591768.
27. All easements are accurately depicted on the preliminary plat submitted with the application.
28. The Washington State Supreme Court has ruled that this property is legal fill, allowed to remain in place pursuant to RCW 90.58.270 (the Savings Clause), which consented to the placement of all pre-1969 fills.
29. Public access is defined by the CSMP as the public's ability to reach and use the State's public waters, the water/land interface, and associated shoreline area. It includes physical access that is either lateral (areas paralleling the shore) or perpendicular (an easement or public corridor to the shore), and visual access facilitated by means such as scenic roads and overlooks, viewing platform, and other public sites or facilities.
30. Public access is a preferred use per the Shoreline Management Act.



31. A commercial area is proposed on the east finger that will have a commercial dock promoting public access for members of the public.
32. Marinas, boating facilities and moorage facilities are water-dependent by reason of the intrinsic nature of their operation. The commercial dock will allow the public to access the commercial area from the water by boat. Patrons of the business arriving by land will be able to access the lake by the commercial dock.
33. The entire width of the southern portion of the property within Boulevard Avenue will be a public use area that is 38,000 square feet (0.87 acre). A public trail will be constructed along the full frontage of the property. The trail will include two viewing platforms and access to swimming. Parks and viewing platforms are defined as water-enjoyment uses.
34. Direct physical access to Lake Chelan will be improved for public use on the southwest corner of the project within Boulevard Avenue and the West Woodin Avenue right-of-way.
35. As conditioned, the applicant shall improve a "swim area" located within the public easement, Resolution No. 534, on the western most "finger" for direct physical access to Lake Chelan. The applicant has agreed to this proposed condition if the area is transferred to the City by Quit Claim Deed.
36. The public access location will connect to the trail system and be improved with flat rocks and sand to support a direct path into the lake at all water levels.
37. As designed, the project implements the CSMP Shoreline Public Access Plan.
38. The City of Chelan Lakeside Trail Plan encourages the expansion of the Lakeside Trail along the south shore of Lake Chelan within the vicinity of SR 97A / West Woodin Ave, segment I.
39. The project includes construction of a public trail along the entire width of the property for approximately 790 linear feet constructed to the standards required by CSMP 4.3.2.J and to match the dimensions of existing portions of the Lakeside Trail.
40. The Parks, Recreation and Open Space Plan specifically identifies the subject property and the Lakeshore Trail. The plan desires for shoreline access and a grassy play area and some parking on this specific site.
41. The entire width of the property adjacent to West Woodin Avenue will be open to the public which will be identified by conspicuous permanent signage and will be improved with a public trail, a grass and landscaped area and parking consistent with the Parks, Recreation and Open Space Plan.
42. CSMP Section 4.4 requires the conservation of vegetation by designing shoreline developments to minimize removal of significant trees and native vegetation.
43. A vegetation survey was performed by Grette Associates, LLC in June of 2018. During the survey, it was determined that no significant trees or mature native vegetation are located on the property. The interior of the property is composed of a sparse mixture of non-irrigated native and non-native weedy herbaceous species and grasses.



44. Building areas will be concentrated within the interior portions of the property and outside of the 20 foot shoreline standard setback for high-intensity uses per CSMP Table 4.4-1.
45. A public trail leading to the commercial area is proposed on the east side of the east finger. This trail will allow public access connecting from the Lakeside Trail to commercial businesses located on the property. An administrative modification to reduce the buffer to 10-15 feet from the high-water mark is included in the application.
46. Reduced setbacks may be applied for using setback reduction options No. 4 and No. 8 of CSMP Table 4.4-3 to allow a buffer reduction to 10 feet from the high-water mark with the implementation of a native vegetation enhancement plan. The City of Chelan Restoration Plan identifies "improvements to nearshore native vegetative cover" as a type of project to achieve local restoration goals which qualifies for buffer reduction option No. 8.
47. The Mitigation Plan submitted with this application includes native vegetation enhancement adjacent to the trail which meets the buffer reduction requirements. In total 14 native trees and 24 native shrubs are proposed in this area totaling 1,980 square feet of mitigation planting.
48. Per CSMP 4.4.3.G.1, those portions of water-dependent or public access development that require improvements or uses adjacent to the water's edge, such as water access or other similar activities, are allowed in the setback. The water-dependent commercial area will have an improved access area to the commercial dock and to the lake consistent with this section.
49. A Mitigation Plan has been submitted that addresses mitigation sequencing and includes a significant native vegetation planting plan to add trees, shrubs and grass to the property to improve ecological function and prevent surface erosion.
50. The Mitigation Plan meets the requirements of CSMP Sections 4.2 and 4.4 to ensure no net loss of shoreline ecological function.
51. CSMP Section 4.5 requires new development to manage short-term and long-term stormwater runoff to avoid and minimize potential adverse effects on shoreline ecological function.
52. The preliminary engineering submitted with the application includes measures for stormwater management and shoreline protection. A final stormwater plan must be submitted and approved consistent with the Stormwater Management Manual for Eastern Washington prior to ground disturbance.
53. CSMP Section 5.1 requires shoreline development to comply with design features for compatibility, including incorporating building mechanical equipment into architectural features, screening outdoor storage, and preventing light pollution.
54. Signage must comply with CSMP Section 5.1.G, CMC 17.58 and CMC 17.62.
55. Prior to issuance of building permits the shoreline development plans will be reviewed for consistency with the general upland shoreline modification and use regulations.
56. Joint-use docks are proposed to serve the residential properties. The number of joint-use docks will depend on the number of single family dwelling units (up to four single family dwelling units per private road) the Applicant elects to develop in the revised site plans. The joint-use docks

shall be a maximum of 450 square feet each and will meet the dimensional requirements of CSMP Table 5.5-2. The surface of all joint-use docks will be grated to allow maximum light transmittance into the water. A draft joint-use agreement addressing maintenance, and access for each dock has been submitted with the application. A final agreement will be recorded with the Chelan County Auditor prior to issuance of building permits for the docks.

57. The commercial dock shall meet the standards of CSMP Table 5.5-1. The dock will be 3,298 square feet extending 145 feet from the OHWM with a grated surface on the entire structure.
58. An assessment of the demand for new boating facilities was submitted as part of the SMP Compliance Memorandum.
59. The lake access area will be comprised of natural material including rock and sand which will be the minimum necessary to construct a path connecting to the lake at all water levels.
60. Water-dependent commercial, mixed-use commercial and mixed-use residential uses are permitted in the High Intensity environment per Table 3-1 of the CSMP.
61. Residential uses as part of a mixed-use development may be located with water-oriented commercial uses, provided: one or more water dependent use is included; water-dependent commercial uses have preferential location along the shoreline; the use is permitted by the underlying zoning; public access is provided for significant number of persons and/or ecological restoration is provided; and the project complies with the residential regulations of the CSMP.
62. The commercial area proposed as a portion of this project includes service for customers who arrive by boat, and by foot.
63. The commercial dock allows significant number of the public to access the lake which cannot exist in a location that is not adjacent to the water.
64. The water-dependent commercial area has a preferential location on the shoreline. It is planned in the most protected and calm area of the property.
65. The commercial area is intended to provide public access both to and from the water. There are no other commercial developments in the City of Chelan that provide this type of service with access from the water to a commercial area.
66. The Mitigation Plan, including the native vegetation planting plan, will provide ecological restoration as a public benefit.
67. The underlying Commercial Waterfront (CW) zone allows mixed-use development that include water-dependent and water-oriented commercial uses with single-family uses while promoting public access for significant numbers of the public and providing ecological restoration is a public benefit.
68. The commercial area and public open space associated with the public trail, viewing platforms and direct access to the lake comprise 34% of the subject property. The opportunity for the public to arrive from the water to enjoy the public use areas is a significant public benefit of this project.
69. CSMP Section 5.14.2 specifies regulations for residential subdivisions and plats.



70. Single-family residences are a priority use in the shoreline when developed in a manner consistent with control of pollution and prevention of damage to the natural environment.
71. The application materials demonstrate the residential uses include all the necessary facilities for water supply, wastewater, stormwater, solid waste, access and utilities that will not result in harmful effects on the shoreline or waters.
72. The shoreline is currently stable. The location of the proposed residences in a revised site plan will not result in the need for new shoreline stabilization.
73. The revised preliminary plat shall identify the locations for public access, joint-use docks and utility easements where necessary. The lots will be configured to avoid the need for future shoreline variances. All residences will meet the required setback or appropriate administrative reduction as allowed in the CSMP.
74. The entire property is located within shoreline jurisdiction. Therefore, roads and parking facilities cannot be located outside of jurisdiction per CSMP Section 5.17.
75. The impact of the roads has been minimized by planning them in the middle of each finger to locate them as far from the water as possible. A variance request has been submitted to allow private roads which would eliminate a large 50-foot-wide right-of-way. Limiting the right-of-way allows residences to be located at the appropriate shoreline setback to protect ecological function. However, the Chelan Municipal Code limits the number of single family dwelling units that may be accessed by a private road.
76. The proposed parking facilities are intended to support the commercial and public use area.
77. Parking facilities are allowed in shoreline jurisdiction to support a use or activity listed in Table 3-1. Commercial uses and public access are listed in Table 3-1 as permitted uses.
78. Landscaping of the parking areas with native vegetation will be provided.
79. The parking will meet the required 20-foot setback and include bioswales for stormwater treatment.
80. Utilities will be installed as part of this project as an accessory to the primary permitted commercial, public and residential uses per CSMP Section 5.18. All utilities will be constructed to meet all adopted engineering standards, will be located underground and all disturbed areas will be restored as part of the mitigation plan.
81. The applicant has submitted a Mitigation Plan prepared by a Qualified Professional addressing mitigation sequencing, protection of shoreline ecological functions, mitigation of overwater structures and upland shoreline modifications.
82. The applicant has submitted a Technical Memorandum that demonstrates compliance of the entire project with the CSMP and RCW 90.58.
83. The application includes a variance request from the City of Chelan Development Standards Manual Section 5C.140(2), which limits private roads to four single-family dwelling units.

84. This application requests a variance to construct three private roads, one on each of the peninsula-shaped portions of the property. The middle and western finger are proposed to each have 10 single-family dwelling units served by private roads. The eastern finger is proposed to have five single-family units and water dependent commercial space served by a private road. All other applicable road standards will be met.
85. The variance request is not to vary the bulk or dimensional standards of the Chelan Municipal Code, but to vary how the private roads are used. The Applicant's request that the three private roads each be used to access more than four single family dwelling units. All dimensional standards for the private roads will be met.
86. Use variances are not prohibited by the Chelan County Code. The criteria set forth in CMC 17.64010 must be met for either a bulk/dimensional variance or a use variance.
87. Variance must meet CMC 17.64.010 Granting – Conditions.
- 87.1 Applications for variances from the terms of the zoning ordinance, the official map ordinance, or other land use regulatory ordinances under procedures and conditions prescribed by this title or other provisions in this Chelan Municipal Code, except as provided in Section 17.64.030 relating to administrative adjustments, shall be granted only if the hearing examiner finds that all of the following conditions exist:
- 87.1.1 The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property on behalf of which the application was filed is located; and
- 87.1.2 Such variance is necessary, because of special circumstances relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
- 87.1.3 That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the subject property is situated;
- 87.1.4 Hardships of a financial nature, hardships which are self-created, and hardships which are personal to the owner and not to the property, shall not be grounds for a variance;
- 87.1.5 The proposed variance will not amount to a rezone nor authorize any use not allowed in the district.
88. As set forth below, the applicant has failed to demonstrate that all of the criteria set forth in CMC 17.64.010 are met:
- 88.1 Regarding CMC 17.64.010(A), the Applicant has failed to demonstrate that this variance would not constitute a grant of special privilege. The Applicant's stated reason for the variance is because this is a very limited size parcel that is surrounded by water. However, the Hearing Examiner finds that this is no different than a single parcel of land, of the same size, not otherwise surrounded by water, in which the Applicant proposes a cul-de-sac private road to access more than four single family dwelling units. The Hearing Examiner finds that the granting of this variance request would be a grant of special privilege to the Applicant.



- 88.2 Regarding CMC 17.64.010(B), the Applicant has failed to demonstrate that the variance is necessary because of special circumstances relating to the size, shape, topography, location or surroundings of the subject property, which requires the variance to provide the Applicant with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located. In fact, the Applicant is requesting a variance simply to access more single family dwelling units than is allowed by the City of Chelan Development Standards Manual, Section 5C.140(2). The fact that the Applicant wants more than four single family dwelling units to be accessed by each private road is not necessary because of any of the circumstances set forth within CMC 17.64.010(B). The Applicant simply wishes to have more than four single family dwelling units on each of the "fingers". There is nothing about each "finger" that is consistent with "special circumstances" that would either dictate that greater than four single family dwelling units must be located on each "finger" or that the private road must access more than four single family dwelling units. There is no hardship that prevents the Applicant from using this property without a variance.
- 88.3 Regarding CMC 17.64.010(C), because the entire property will be privately owned, including the proposed privately owned roads, the Applicant has demonstrated in one sense, that the variance would not be materially detrimental to public welfare. However, A variance to the City of Chelan Development Standards Manual Section 5C.140(2) may be detrimental to the public welfare because the variance request would set a precedent allowing for this development standard to be ignored in future developments. The Applicant can reasonably use this property without a variance.
- 88.4 Regarding CMC 17.64.010(D), while there is no direct evidence that the Applicant wants more than four single family dwelling units on each "finger" for financial purposes, the Hearing Examiner finds that having greater than four single family dwelling units served by a single private road in violation of the City of Chelan Development Standards Manual Section 5C.140(2) would provide a financial benefit to the Applicant. In addition, the claimed hardship, which is needing more than four single family dwelling units, is certainly self-created by the Applicant. The evidence supports that the "hardships" claimed by the Applicant are personal to the owner and not to the property. The Applicant can comply with the Chelan Municipal Code and fully develop their property as allowed by the Chelan County Municipal Code without the need for a variance.
- 88.5 Regarding CMC 17.64.010(E), the Applicant has submitted sufficient evidence to demonstrate that the proposed variance will not amount to a rezone, nor authorize any use not allowed in the District. However, the variance, as requested, would, after the use of the private road (to access four single family dwelling units).
89. After the administrator determines an application for a subdivision is complete, it shall be reviewed according to the process for a Type IVA project permit, under the development regulations, and shall be approved upon a determination it satisfies the requirements of the land division code.
90. The Hearing Examiner has jurisdiction to render a final decision on a Preliminary Plat application (Type IVA application) according to Title 19.
91. Land divisions may be approved only upon the following considerations and supported by appropriate findings and conclusions that the following are satisfied:

- 91.1 The public use and interest will be served by the approval of the proposed land division, and associated dedications and impact fees, if any.
  - 91.2 Appropriate provisions are made for, but not limited to, conditions due to flooding, bad drainage, topography, critical areas, rock formations, or other physical characteristics of the land and other matters affecting the public health, safety and general welfare; for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.
  - 91.3 Any land division for land situated in a flood control zone shall satisfy the requirements of Title 14, Environmental Regulations, and must have written approval from the Department of Ecology as provided in Chapter 86.16 RCW.
  - 91.4 No locally-adopted level of service standard for public facilities and services will fall below the standards as set forth in the Comprehensive Plan as a result of the land division being approved.
  - 91.5 The public facilities and services necessary to support the land division shall be adequate and available concurrently with the demand for such services.
  - 91.6 The capacities and dimensions of water, sewerage, drainage and street facilities shall be adequate to provide for future needs of other undeveloped properties in the general vicinity, with the subdivider bearing a roughly proportionate portion of the cost that is the result of the relative impact of the land division, and the balance to be borne in a manner appropriate for the situation, either through a latecomer's agreement, development agreement, or by contribution by the city.
  - 91.7 No dedication, impact fee, condition or requirement shall be imposed upon the approval of a land division that constitutes an unconstitutional taking of private property.
92. The evidence supports a finding that all of the criteria set forth in Conditional of Approval No. 90, have been met.
93. CMC 17.40.040 identifies the following dimensional standards applicable to lots within the Commercial Waterfront Zoning District:
- 93.1 **17.40.040 Dimensional standards.** Dimensional standards are as follows:
    - 93.1.1 Minimum lot area: five thousand square feet;
    - 93.1.2 Minimum width of lot at building line: fifty feet;
    - 93.1.3 Minimum lot depth: one hundred feet;
    - 93.1.4 Maximum lot coverage: sixty-five percent;
    - 93.1.5 Maximum height of buildings: twenty-five feet; provided, that an applicant may seek a maximum height of thirty-five feet consistent with Section 17.04.200;
    - 93.1.6 Minimum setback distances:
      - 93.1.7 Front yard: twenty-five feet;
      - 93.1.8 Rear yard: zero feet;
      - 93.1.9 Side yard: five feet;



93.1.1.10 Buildings on corner lots shall observe the minimum front yard setback on both streets and shall provide at least one rear yard setback.

94. The Applicant can redesign the lots to comply with these requirements.
95. CSMP Table 3-2 requires a 50-foot wide shoreline frontage for residential lots in the High Intensity Environment.
96. The lot widths can comply with this requirement.
97. Access to the lots is proposed from West Woodin Avenue (SR 97A) via three, 50-foot-wide access and utility easements.
98. The private roads will have a 24-foot wide paved surface with a 5-foot wide sidewalk.
99. Tract A is proposed within vacated Boulevard Avenue. The area will be improved for public access with trails, landscaping, parking and viewing platforms. A Maintenance Agreement has been submitted identifying the Chelan Bay Homeowners Association as primarily responsible for maintenance of Tract A.
100. A draft Declaration of Covenants, Conditions and Restrictions and Restrictions of Chelan Bay Homeowners Association has been submitted with the application which includes requirements for maintenance of common areas including roads.
101. ADJACENT LAND USES:  
North: Lake Chelan  
South: W. Woodin Ave/SR 97A  
East: Lake Chelan/Residential/Commercial  
West: Lake Chelan
102. ADJACENT ZONING DISTRICTS:  
North: Lake Chelan  
South: W. Woodin Ave/SR 97A; Tourist Accommodation (T-A)  
East: Lake Chelan  
West: Commercial Waterfront (CW)
103. Utility / Services available within the project area are provided by:  
103.1 Water / Sewer – City of Chelan  
103.2 Fire Protection Service – Chelan County Fire Protection District Number 7  
103.3 Law enforcement – Chelan County Sheriff  
103.4 Power / Electric – Chelan County PUD  
103.5 Public Transit – Link
104. Comprehensive Plan goals and policies support the proposal as follows:  
104.1 Natural Systems Critical Areas  
104.1.1 GOAL 1: PROTECT WATER QUALITY  
104.1.2 Goal Rationale: Protecting water quality in the area has important implications for public health and the local economy. Lake Chelan, the Columbia River and underground aquifers are the source of domestic and irrigation water in the area

and are susceptible to contamination from many sources. Maintaining the high-water quality and clarity is also important to the tourism economy as these factors contribute greatly to the recreational attraction of the area.

104.1.3 Policy 2: Ensure that storm water is not directly discharged into water sources without appropriate treatment that meets federal, state, and city standards.

104.1.4 Rationale: Storm water can carry many pollutants such as fecal coliform bacteria, gas and oil. Appropriate treatment may include oil/gas separators, dry wells and the use of natural systems such as wetlands.

104.1.5 Policy 4: Development along the shoreline shall comply with federal, state, and City guidelines to ensure minimum impact on water quality.

104.1.6 Rationale: There is a direct relationship between water quality and shoreline development. Shorelines with high water quality and clarity are desirable locations for development. Development in turn must provide appropriate safeguards to continue these favorable conditions.

#### 104.2 Commercial

104.2.1 GOAL 1: SUPPORT AND ENCOURAGE COMMERCIAL DEVELOPMENT WITHIN THE URBAN GROWTH AREA

104.2.2 Goal Rationale: Commercial activities generally require support of adequate infrastructure; therefore, commercial activities should occur within the urban growth area that has the services to provide for commercial enterprises.

104.2.3 Policy 2: Urban areas should plan and regulate development to provide for adequate parking facilities either on site or through shared parking facilities.

104.2.4 Rationale: Adequate parking is essential for commercial viability.

104.2.5 Policy 23: New development should adequately address parking, traffic and circulation, and landscaping requirements. Excessive automobile and truck traffic should not be directed through residential areas.

104.2.6 Rationale: Commercial development must be compatible with the present pattern and further needs of the circulation system. Access needs of pedestrians, bicycles, cars and trucks must be met and adequate parking should be provided.

#### 104.3 Economic Development Element

104.3.1 Goal 8 Protect the quality of the air and water in the Chelan Valley

104.3.2 Rationale Clean air and high-water quality are essential to the quality of life and an important factor in decisions that make the Chelan Valley a popular destination. These important environmental factors should not be compromised as a result of growth.

104.3.3 Policy 8.2 Create and adopt incentives that encourage new development to take advantage of the site's terrain and natural features with minimal disturbance.

105. The Hearing Examiner has jurisdiction to render a final decision on a Shoreline Substantial Development permit (Type III application), Preliminary Plat (Type IVA) and a Development Code Variance (Type III) according to Title 19.

106. Public notice was provided for in accordance with the applicable ordinance requirement of Title 19 of the City of Chelan Municipal Code. The notice of application was posted and mailed on October 2, 2019 and published on October 2, 2019. The notice of public hearing was posted and mailed on September 22, 2020 and published on September 23, 2020.



107. The application was referred to the Public Works Department, City Building Department, City Administration, City Mayor, Chelan County Fire District #7, Washington Department of Transportation, Chelan County PUD, U.S. Army Corps of Engineers, WA State Dept. of Ecology, WA State Dept. of Fish and Wildlife, WA State Dept. of Natural Resources and Colville Confederated Tribes.
108. The Department of Ecology provided written comments dated October 30, 2019.
109. The Law Office of Breskin, Johnson & Townsend, PLLC provided written comments on behalf of Chelan Basin Conservancy dated October 31, 2019.
110. John Olson provided written comments dated October 31, 2019.
111. The Green family provided written comments dated November 1, 2019.
112. Chelan County PUD provided written comments dated November 13, 2019.
113. City Administration, City Mayor, Chelan County Fire District #7, U.S. Army Corps of Engineers, WA State Department of Fish and Wildlife, WA State Department of Natural Resources, and the Colville Confederated Tribes did not provide comments.
114. The Applicant provided a response to the comments dated November 13, 2019.
115. No other agency or public comments were received
116. The Hearing Examiner has jurisdiction to decide the variance request according to CMC17.64.010.
117. After due legal notice an open record public hearing, by means of Zoom telephone conference, was held on October 6, 2020.
118. Because of the current Covid-19 situation, the public and applicant were allowed to appear at this hearing by telephone conference.
119. The following exhibits were admitted into the record:
  - 119.1 Exhibit 1: Staff Report
  - 119.2 Exhibit 2: Preliminary Plat Application
  - 119.3 Exhibit 3: Preliminary Plat Map
  - 119.4 Exhibit 4: Preliminary engineering
  - 119.5 Exhibit 5: Traffic Impact Analysis
  - 119.6 Exhibit 6: Updated Traffic Study
  - 119.7 Exhibit 7: JARPA
  - 119.8 Exhibit 8: SEPA Checklist
  - 119.9 Exhibit 9: DNS with conditions
  - 119.10 Exhibit 11: Development Regulation Variance
  - 119.11 Exhibit 12: Critical Area Checklist
  - 119.12 Exhibit 13: Mitigation Plan
  - 119.13 Exhibit 14: SMP Compliance Memorandum
  - 119.14 Exhibit 15: Vegetation Survey

- 119.15 Exhibit 16: Chelan Bay – Concept Plan (public access) dated September 13, 2019
  - 119.16 Exhibit 17: Public Lookout Options A & B dated December 4, 2019
  - 119.17 Exhibit 18: Public Notices
  - 119.18 Exhibit 19: Public Comments
  - 119.19 Exhibit 20: Agency Comments
  - 119.20 Exhibit 21: Complete Application Letter
  - 119.21 Exhibit 22: Joint Use Dock Agreement Template
  - 119.22 Exhibit 23: Draft BLVD Avenue Public Easement Maintenance Agreement
  - 119.23 Exhibit 24: Draft Chelan Bay CCR's
  - 119.24 Exhibit 25: Draft Private Road Agreement
  - 119.25 Exhibit 26: Trippen Deed
120. Appearing and testifying was Ryan Walker. Mr. Walker testified that he is the agent of the property owner and Applicant. Mr. Walker testified that by locating the private roads in the middle of each “finger” it eliminated the need for a shoreline variance regarding shoreline setbacks. He testified that the private roads within the easement area would be the same size as a right of way for public roads. He testified that the proposed multiple residential joint use docks and a commercial dock are consistent with the City of Chelan Shoreline Master Program. Mr. Walker testified that the road dimensions would be same whether the access was for four single family dwelling units or ten single family dwelling units.
121. Appearing from the public were the following people:
- 121.1 Chris Stansfield. Mr. Stansfield testified regarding potential water problems, including water pressure issues. The City of Chelan City Engineer Tom Tupling, responded that there would be no degrading of water pressure for neighboring properties and, in fact, the water improvements may actually improve water pressure for neighboring properties.
  - 121.2 Kevin Bromiley. Kevin Bromiley is an attorney for the Applicant and testified regarding Use versus Bulk variances. He argued that the nature of the property as a peninsula is the hardship claimed by the Applicant.
  - 121.3 Chris Martin. Mr. Martin testified that he was an agent authorized to appear and speak on behalf of the property owner. Mr. Martin testified that they are trying to get more density with single family dwelling units, but less than they could obtain with multi-family housing.
122. After the Hearing Examiner closed the record, the Applicant made a request to reopen the record to submit a memorandum regarding Bulk vs. Use variances. The Hearing Examiner granted this request to reopen the hearing by order dated October 8, 2020. In this Order, the Hearing Examiner admitted into the record that document submitted by the Applicant and provided timeframes for rebuttal written materials by the public, and reply written materials from the Applicant.
123. The only rebuttal documentation submitted by the public was a letter from Bruce Powers.
124. The Applicant did not submit any reply materials.
125. The public record closed on October 22, 2020.
126. The Hearing Examiner has reviewed the applications, the submitted materials and the evidence admitted at the hearing. Based on the information contained in the applications and compliance



with the Revised Code of Washington, the Washington Administrative Code, the City of Chelan Comprehensive Plan, and the Chelan County Code, the Hearing Examiner makes this decision and provides the Conditions of Approval.

127. Any Conclusion of Law that is more correctly a Finding of Fact is hereby incorporated as such by this reference.

## CONCLUSIONS OF LAW

1. The Hearing Examiner has jurisdiction to render a final decision on a shoreline substantial development permit (Type III application) according to CMC Title 19, Administration of Development Regulations and CMC Title 2, Chapter 2.15 – Hearing Examiner.
2. As conditioned the proposal is consistent with the policies of RCW 90.58.020.
3. As conditioned the proposal does not interfere with the normal public use of public shorelines.
4. As conditioned the proposal is compatible with other allowed uses within the area.
5. The proposal will cause no unreasonably adverse effects to the High Intensity shoreline environment.
6. As conditioned, the public interest will suffer no substantial detrimental effect by the Subdivision and Shoreline Substantial Development Permit.
7. As conditioned the public use and interest will be served by the approval of the proposed land division, and associated dedications.
8. As conditioned, appropriate provisions are either unnecessary or are made for conditions due to flooding, bad drainage, topography, critical areas, rock formations, or other physical characteristics of the land and other matters affecting the public health, safety and general welfare; for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school.
9. As conditioned the proposed project will not cause level of service standard for public facilities and services will fall below the standards as set forth in the Comprehensive Plan.
10. The public facilities and services necessary to support the land division shall be adequate and available concurrently with the demand for such services.
11. As conditioned, the public facilities and services necessary to support the proposed project are adequate and will be available concurrently with the demand for such services.
12. As conditioned, capacities and dimensions of water, sewage, drainage and street facilities are adequate to provide for future needs of other undeveloped properties in the general vicinity.
13. Legal notice was provided in compliance with CMC Title 19 and Shoreline Master Program.

14. Because the project is located within 200' of the ordinary high-water mark and, according to the City of Chelan Shoreline Master Program, a shoreline substantial development permit will be required.
15. The site is located within the High Intensity Shoreline Environment Designation.
16. The subject property is located within the Waterfront Commercial (C-W) zoning district and comprehensive plan designations.
17. As conditioned, the proposal substantially complies with the City of Chelan Comprehensive Plan, Zoning Code, Land Division Code, Development Standards RCW 58.17 and Shoreline Master Program.
18. The Chelan Municipal Code does not prohibit a use variance.
19. The variance request is inconsistent with the criteria set forth in CMC 17.64.030.
20. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

#### DECISION

SDP 2019-10 and SUB 2019-16 are hereby **APPROVED** and VAR 2019-06 is hereby **DENIED**.

Dated this 30th day of October, 2020.

CITY OF CHELAN HEARING EXAMINER  
  
Andrew L. Kottkamp

**This Shoreline Substantial Development Permit is granted pursuant to the Shoreline Master Program of the City of Chelan, as amended, and nothing in this permit shall excuse the applicant from compliance with any other federal, state, or local statutes, ordinances, or regulations applicable to this project, but not inconsistent with the Shoreline Management Act of 1971 (Chapter 90.58 RCW).**

These permits may be rescinded pursuant to RCW 90.58.140(7) in the event the permittee fails to comply with the terms and conditions hereof.

**CONSTRUCTION PURSUANT TO THIS SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT SHALL NOT BEGIN NOR IS AUTHORIZED UNTIL TWENTY-ONE (21) DAYS FROM THE DATE OF FILING AS DEFINED IN RCW 90.58.140(6) AND WAC 173-14-090, OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED; EXCEPT AS PROVIDED IN RCW 90.58.140(5)(a)(b)(c).**

Substantial progress toward construction of the project for which this permit has been granted must be accomplished within two (2) years of the filing date of this permit. Authorization to conduct development

activities granted by this permit shall terminate five (5) years from the filing date of this permit. Said periods may be extended for a single period of not more than one (1) year, on reasonable bases, provided that application is made to the City prior to the expiration of said period(s). The running of the periods shall not include the time incurred obtaining other permits necessary for the completion of the project.

**Anyone aggrieved by the decision on SSDP 2019-10, has twenty-one (21) days from the “date of receipt” as defined in RCW 43.21B.001 to file a petition for review with the Shorelines Hearing Board as provided for in Washington law.**

**Anyone aggrieved by the decision on SEPA 2019-16, VAR 2019-06, and SUB 2019-16 has twenty-one (21) days from the issuance of this decision, to file an appeal with Chelan County Superior Court, as provided for under the Judicial Review of Land Use Decisions, RCW 36.70C.040(3). The date of issuance is defined by RCW 36.70C.040 (4)(a) as “(t)hree days after a written decision is mailed by the local jurisdiction or, if not mailed, the date on which the local jurisdiction provides notice that a written decision is publicly available” or if this section does not apply, then pursuant to RCW 36.70C.040(3) (c) “...the date the decision is entered into the public record.” Anyone considering an appeal of this decision should seek legal advice.**



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**THIS SECTION FOR DEPARTMENT OF ECOLOGY USE ONLY IN REGARD TO A  
CONDITIONAL USE AND/OR VARIANCE PERMIT**

Date received by the Department \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

This conditional use/variance permit is approved / denied by the Department pursuant to Chapter 90.58 RCW.

Development shall be undertaken pursuant to the following additional terms and conditions:

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