

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 11th 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

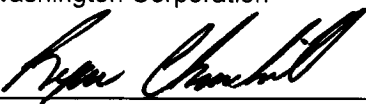
perpetual unless an instrument terminating the restrictive covenants shall be signed by the owner of the Property and the Grantee and recorded upon the Property.

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

