Skip Moore, Auditor, Chelan County, WA. AFN # 2564867 Recorded 03/31/2022 at 04:07 PM, COVEN Page: 1 of 40, $242.50, CHELAN COUNTY COMMUNITY DEVELOPMENT

Return Address:

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

Reference numbers of related documents: AFN-2564866

Grantors (Seller): MARITA PROPERTIES, LLC
Grantees (Purchaser): MARITA PROPERTIES, LLC
Legal Description (abbreviated):
Additional legal description is on Page 38 of documents EXHIBIT B

Assessor's Tax Parcel No.: 272217110800, 272217110810, 272217110820

Marita's Vineyard
Estates

Plat of Marita's Vineyard Estates

Protective Covenants

Chelan County, Washington

I. RECITALS

Marita Properties, LLC, a Washington Limited Liability Company, hereafter referred to as the "Developer', has developed Marita Vineyard Estates, a Plat Community subject to the Washington Uniform Common Interest Ownership Act RCW 64.90; and Developer is the owner of real property located in Chelan County, Washington, legally described at Exhibit B; which is concurrently being subdivided

into 21 lots by means of a Chelan County Plat 20-002 (referred to in these Protective Covenants as the "Property").

The Developer does hereby establish the following protective covenants, conditions and restrictions which shall run with, shall be for the benefit of, and shall burden, the Property, upon the terms and conditions set forth below.

The development to which these Covenants relate is Marita's Vineyard Estates and the homeowners association thereof is entitled Marita's Vineyard Estates Homeowners Association, a Washington nonprofit corporation. Marita's Vineyard Estates is a Plat Community as that term is defined at RCW 64.90.010(37).

II. DEFINITIONS

2.1 Residential Lots. For purposes of these covenants, the term "Residential Lots" shall mean building lots 1 through 21, as generally shown on the Site Plan and Lot Layout, attached hereto as Exhibit "A", and included within the Marita's Vineyard Estates Final Plat Plan approved by Chelan County and recorded with the Chelan County Auditor at Auditor's File Number 2564866.

2.2 Open Space / Common Area Tracts. For purposes of these covenants, the term "Open Space", "Open Space Tracts", HOA Tracts, or "Common Areas" shall mean those tracts designated for open space, common area, community park/recreational, HOA owned tracts, and vehicle and/or pedestrian access purposes, and shall include all those portions of the development identified as "Tract A" by the Marita's Vineyard Final Plat approved by Chelan County, and as generally shown on attached Exhibit "A". The Developer will hereafter convey the Open Space Tract A to the Association.

2.3 Owner. For purposes of these covenants, the term "Owner" Shall mean the owner of any Residential Lot.

2.4 Homeowners Association. The terms "Homeowners Association", "HOA", and "Association" shall refer to the Marita's Vineyard Estates Homeowners Association, a Washington nonprofit corporation.

2.5 Board. The term "Board" for purposes of these covenants shall refer to the board of directors authorized to conduct the affairs of Homeowners Association pursuant to its Articles of Incorporation and Bylaws.

2.6 Plat. The term "Plat" herein shall refer to the Marita's Vineyard Estates Plat, recorded with the Chelan County Auditor on 3/31/2022 at Auditor's File Number 2564866.

2.7 Road or Street. The terms "Road" or "Street" as used herein refer to Loretta Lane (private road) and the paved lane serving Lots 18 and 19 (a private road) as those are depicted on the Plat.

2.8 Tract A. The term "Tract A" shall refer to all land within the Plat which is depicted as Tract A.

III. SCOPE OF COVENANTS

3.1 Except as limited herein, these covenants shall be for the benefit of, and shall burden, all Residential Lots and Open Space Tract within the Property, as well as all other tracts or parcels existing or created within the above-described Property.

IV. PREAMBLE

4.1 Sometimes there is a fine line drawn between protecting property owners and inhibiting their life style. To fully understand the following protective covenants, it is necessary to understand the underlying theme or intent of Marita's Vineyard as a development. We strive to provide high quality rural, recreational, and scenic living for both permanent and part-time owners and residents, in a small community situated within a scenic mountain valley of foot hills, small vineyards, wineries, and orchards, anchored by pristine Lake Chelan as its centerpiece. ***Our goal is to preserve neighborhood quality and a protected lifestyle not only for the residents and guests of Marita's Vineyard, but also the surrounding neighbors.***

V. ADMINISTRATION

5.1 These covenants shall be administered by the Marita Vineyard Estates Homeowners Association (hereafter "Homeowners Association"). The affairs of the Homeowners Association shall be conducted according to the Homeowners Association Articles of Incorporation, the Bylaws and these Protective Covenants.

5.2 Each Owner of a Residential Lot located within the Marita's Vineyard Estates Plat shall be a member of the Association ("Members"). Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership. All Members shall have rights and duties as specified in this Declaration, and in the Articles, Bylaws, and any other promulgated rules and regulations of the Association.

5.3. Members of the Association shall be entitled to vote, and each Member shall be entitled to ***one vote per Residential Lot***. There are a total of twenty-one (21) lots. If the owner of a Lot is other than one individual, the vote for that Lot shall be exercised as they decide among themselves. In no event, however, shall more than one vote be cast with respect to any lot.

5.4 Unless otherwise provided herein, all matters will pass by majority vote. "Majority vote" shall mean and refer to more than 50% of the total votes entitled to be cast with respect to a given matter (not just those represented at a meeting). Unless otherwise specified, any provision herein requiring the approval of the Owners means the approval of a Majority vote.

Directors of the Association shall be elected in the manner set forth in the

5.5 Notwithstanding the foregoing, the Developer shall maintain control of the Association during the Developer Control Period. During the

Developer Control Period, the Developer may (1) appoint and remove the officers and Board members of the Association and (2) veto or approve a proposed action of the Board or Association.

5.6 The Developer Control Period shall mean a period of time until the earliest of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Lots provided for herein to Lot owners other than declarant, (b) two (2) years after the last conveyance of a Lot, except to a dealer, (c) two (2) years after any right to add new Lots was last exercised; or (d) when, in its discretion, Developer so determines after having given appropriate notice to Owners.

5.7 Within thirty (30) days of the end of the Developer Control period, Developer will schedule a meeting of the Association for the purpose of turning over administrative responsibility for the Property to the Association. At the Turnover Meeting, the interim directors shall resign and their successors shall be elected by the Owners, as provided in this Declaration and the Bylaws of the Association. If Developer fails to timely call the Turnover Meeting required by this section, any Lot Owner may call the meeting by giving notice as provided in the bylaws following the end of the period of Developer Control.

5.8 BOARD OF DIRECTORS: The powers and duties of the Association and the affairs of the Association shall be conducted by its Board of Directors duly appointed or elected as provided in this section, except to the extent that a vote of the members is required by law, this Declaration or the Bylaws.

5.8.1 **Initial Board:** Upon incorporation of the Association and until no later than sixty (60) days after twenty-five percent (25%) of the Lots are sold or conveyed to Owners other than the declarant, the Board shall be composed of three directors, all of whom shall be appointed by Declarant.

5.8.2 **When Twenty-Five Percent (25%) of the Lots Sold:**

No later than sixty (60) days after twenty-five percent (25%) of the Lots have been sold and until the Turnover Meeting, the Board shall be composed of three members, two of whom shall be appointed by the Declarant and one of whom shall be elected by the Members.

5.8.3 **After the Development Period.** Commencing with the Turnover Meeting, the Board shall be composed of three directors, unless this number is subsequently changed pursuant to the Bylaws, all of whom shall be elected by the members and a majority of whom must be Owners. The method of election, terms of office and method of removal and filling of vacancies shall be governed by the Bylaws.

5.9 Amendments and Alterations. The Members may, at any time, alter or amend said covenants, in whole or in part, by execution and recording of a written alteration or amendment approved by seventy-five percent (75%) of the Members eligible to vote. The alteration or amendment shall be accomplished by execution and recording of a written alteration or amendment approved by seventy-five percent (75%) of the Members with one vote per Residential Lot.

5.10 Assessments. Each Lot in the development will share, pro-rata, in the assessments of the association. Therefore, each Lot will be allocated and bear 1/21 of the cost of the assessments of the association.

a. POWER TO ASSESS. The Association may levy Assessments. The Assessments levied by the Association shall be used to perform the obligations and duties of the Association set forth herein.

b. APPORTIONMENT OF ASSESSMENTS. All Lots shall pay a pro rata

share of the General Assessments, Special Assessments, and Limited Common Area Assessments commencing upon the date such Lots are made subject to this Declaration. The pro rata share shall be based upon the total amount of each such Assessment divided by the total number of Lots subject to such Assessment.

C. TYPES OF ASSESSMENTS.

i. **General Assessments.** The Association is hereby authorized to levy General Assessments against all Lots subject to Assessments to fund the Common Expenses. All such assessments shall be in the discretion of the Association and shall be allocated pro-rata. In determining the General Assessments, the Board may consider any Assessment income expected to be generated from any additional Lots or changes in the status of the then-existing Lots anticipated during the fiscal year. The Board shall from time to time and at least annually prepare an operating budget for the Association, taking into account the current costs of maintenance and services and future needs of the Association, any previous over Assessment and any common profits of the Association. The budget shall provide for such reserve or contingency funds as the Board deems necessary or as may be required by law, but not less than the reserves required by Section 5.12. The Board may revise the budget and adjust the General Assessment from time to time during the year. Within 30 days after the adoption of a proposed budget by the Board, the Board shall send to each Owner a copy of the proposed budget, notice of the amount of the General Assessment to be levied pursuant to such budget, and notice of a meeting to consider ratification of the budget. Such meeting shall be held not less than fourteen (14) days nor more than fifty (50) days from the mailing of such materials. The budget and assessment shall be ratified unless disapproved at

a meeting by at least 67% of the total voting rights in the Association. Such ratification shall be effective whether or not a quorum is present.

ii. **Special Assessments.** Subject to the ratification procedure described in Section above, the Board may levy during any fiscal year a Special Assessment, applicable to that year only, for the purpose of deferring all or any part of the cost of any construction or reconstruction, unexpected repair, or acquisition or replacement of a described capital improvement, or for any other one-time expenditure not to be paid for out of General Assessments. Special Assessments which in the aggregate in any fiscal year exceed an amount equal to thirty percent (30%) of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by a majority of the voting rights. Special Assessments shall be apportioned as provided in Section 8.2 and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board.

5.11 OPERATIONS FUND. The Association shall keep all funds received by it as Assessments, other than reserves described in Section 5.12 separate and apart from its other funds, in an Operations Fund. The Association shall use such fund for its operations and:

5.11.1 Payment for (i) maintenance and repair of improvements in the public easement areas; (ii) maintenance and repair of the storm water drainage system; (iii) exterior lighting; (iv) roadway and access easement, (v) common areas; (vi) gates and controls; (vii) irrigation system and controls; (viii) sewer lines; (ix) mailboxes; (x) signs; (xi) sidewalks; (xii) common landscaping. Provided, that lateral utility lines and individual meters shall be the responsibility of individual Lots.

5.11.2 Payment of the cost of insurance maintained by the Association.

5.11.3 Payment of taxes assessed against the Common Areas and any

Improvements thereon.

5.11.4 Payment of the cost of other services which the Association deems to be of general benefit to the Owners, including but not limited to accounting, legal and secretarial services.

5.12 RESERVE FUND. Developer shall establish a Reserve Fund for replacement and major repairs and maintenance of those items to be maintained by the Association all or a part of which will normally require replacement or major repair or replacement in more than three (3) and less than thirty (30) years. Such Reserve Fund shall be funded by Assessments against the individual Lots that are being assessed for maintenance of the items for which the Reserve Fund is being established and on the same pro rata basis. The amount assessed shall take into account the estimated remaining life of the items for which the reserve is created and the current replacement cost of such items. The Reserve Fund shall be established in the name of the Association and shall be adjusted at regular intervals to recognize changes in current replacement costs over time. The Reserve Fund shall be kept separate from the Operations Fund. Any interest earned on funds deposited in the Reserve Fund, however, may either be accumulated in the Reserve Fund or deposited in the Operations Fund. After termination of the Development Period, however, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from assessments. Nothing in this section shall prohibit prudent investment of the Reserve Fund. Assessments paid into the Reserve Fund are the property of the Association and are not refundable to sellers or Owners of Lots. Sellers of the Lots, however, may treat their outstanding share of the Reserve Fund as a separate item in any sales agreement.

5.13 DELAY IN COMMENCEMENT OF ASSESSMENTS. The Developer may delay commencement of some or all General Assessments, Special Assessments, and Limited Common Assessments, provided that Developer pays all of the common expenses and specially allocated expenses that have been delayed.

5.14 COMMENCEMENT OF ASSESSMENT OBLIGATION; TIME OF PAYMENT. Subject to the previous section, the obligation to pay Assessments under this Declaration shall commence as to each Lot, on the first day of the month after such Lot becomes subject to this Declaration or the Lot ceases to be exempt from Assessments, whichever is later. The first annual General Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence for such Lot.

5.15 PAYMENT OF ASSESSMENTS. Assessments shall be paid in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the General Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his Lot, the Board may require the outstanding balance on all Assessments to be paid in full immediately.

5.16 PERSONAL OBLIGATIONS FOR ASSESSMENTS. Declarant, for each Lot owned by it within the development, hereby covenants, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all Assessments or other charges as may be fixed, established and collected from time to time in the manner provided in this Declaration or the Bylaws. Such Assessments, charges and other costs shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment or charge fell due. Such liens and personal obligations shall be enforced in the manner set forth herein.

5.17 NO WAIVER. Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

5.18 NO OPTION TO EXEMPT. No Owner may exempt himself from liability for Assessments by non-use of Common Areas, abandonment of his Unit, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

5.19 CERTIFICATE. Upon written request, the Association shall furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

5.20 VIOLATION OF GENERAL PROTECTIVE COVENANTS. In the event any Owner shall violate any provisions of this Declaration or policies hereafter promulgated by the Association, then the Association acting through the Board, shall notify the Owner in writing of any such specific violations. If the Owner is unable, unwilling or refuses to comply with the Association's specific directives for remedy or abatement, or the Owner and the Association cannot agree to a mutually acceptable solution consistent with this Declaration, after notice and opportunity to be heard and within fifteen (15) days of written notice to the Owner, then the Association acting through the Board, shall have the right to do any or all of the following:

5.20.1 Assess reasonable fines against such Owner in the manner and amount the Board deems appropriate in relation to the violation, which fines shall constitute Individual Assessments for purposes of this Declaration;

5.20.2 Cause any vehicle parked in violation of this Declaration or the Policies and Procedures to be towed and impounded at the Owners' expense;

5.20.3 Bring suit or action against the Owner on behalf of the Association and other Owners to enforce this Declaration.

5.21 LIEN FOR ASSESSMENTS The Association shall have a lien against each Lot to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Washington law), and costs of collection (including attorneys' fees). Such lien shall have priority set forth in RCW 64.90.485. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. Pursuant to RCW 64.90.485(13)(b), to enable nonjudicial enforcement of Association liens against Units in the manner set forth in RCW 61.24, Declarant hereby bargains, sells and conveys to First American Title Insurance Company, whose address is 16 S. Mission St. Wenatchee, WA 98801 ("Trustee"), in trust with power of sale, the Lots, which real property is not used principally for agriculture or farming purposes, to secure the obligations of Owners to the Association for the payment of Assessments. The power of sale granted hereby shall be operative in the event of a default in the obligation to pay Assessments. Sale or transfer of any Lot shall not affect the Assessment lien or relieve such Lot from the lien for any subsequent Assessments.

5.22 DEFAULT IN PAYMENT OF ASSESSMENTS; ENFORCEMENT OF LIEN If an Assessment or other charge levied under this Declaration is not paid within thirty (30) days of its due date, such Assessment or charge shall become delinquent and shall bear interest from the due date at the rate set forth below. In such event the Association may exercise any or all of the following remedies:

5.22.1 The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens against real property under Washington law. The Association, through its duly authorized agents, may bid on the Lot at such foreclosure sale, and may acquire and hold, lease,

mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no Assessment shall be levied on it and (b) each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of Assessments that would have been charged such Lot had it not been acquired by the Association.

5.22.2 The Association may bring an action to recover a money judgment for unpaid Assessments under this Declaration without foreclosing or waiving the lien. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

5.23 INTEREST, EXPENSES AND ATTORNEYS' FEES. Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate of twelve percent (12%) per annum, or such other rate as may be established by the Board, but not to exceed the lawful rate of interest under the laws of the State of Washington. A late charge may be charged for each delinquent Assessment in an amount established from time to time by resolution of the Board. In the event the Association shall file a notice of lien, the lien amount shall also include the recording fees associated with filing the notice, and a fee for preparing the notice of lien established from time to time by resolution of the Board. In the event the Association shall bring any suit or action to enforce this Declaration or incurs any costs or collection agency charges to collect any money due under this Declaration or to foreclose a lien, the Owner-defendant shall pay to the Association all costs and expenses incurred by it in connection with such suit or action, with or without litigation, including attorneys' fees. The prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof or in connection with any bankruptcy proceedings or special bankruptcy issues or remedies.

5.24 NON-EXCLUSIVENESS AND CUMULATION OF REMEDIES. An election by the Association to pursue any remedy provided for violation of this Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages· and suits for injunctions and specific performance, available under applicable law to the Association. In addition, any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate or remedy any violation of this Declaration by appropriate legal proceedings.

5.25 Waiver of any of these covenants shall be by seventy-five percent (75%) vote, with one vote per Residential Lot.

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

5.27 Mediation. In the event a dispute arises between the parties regarding these Covenants, the parties may submit the dispute to mediation. In that event, the first party shall select a mediator and notify the other party (second party) of the selection. The second party shall either approve such mediator and proceed to mediation or select an alternate mediator. The second party shall notify the first patty of such acceptance or selection within seven days of the first notification. Upon receiving notification of the selection of an alternate mediator, the first party shall then approve the mediator and proceed to mediation or reject the alternate mediator. The first party shall notify the second party of such approval or rejection within seven days of receipt of the notice from the second party. In the case of rejection, the first two selected mediators shall select a third mediator. The third mediator shall mediate the dispute. The mediators shall be familiar with residential development in the Chelan County area. The mediator Shall not be related to either party by blood or marriage, or to a principal of either party, and shall have no economic interest direct or indirect with either party. Mediation shall take place within seven days after the mediator

has been selected. The parties shah split the cost of mediation.

5.28 Arbitration. In the event that a dispute is not resolved by mediation pursuant to the terms of preceding paragraph, or in the event either party chooses not to mediate, either party (first party) may submit the issue to arbitration by selecting an arbitrator and notifying the other party (second party) of the selection. The second party shall either approve such arbitrator and proceed to arbitration or select an alternate arbitrator. The second party shall notify the first party of such acceptance or selection within seven days of the first notification. Upon receiving notification of the selection of an alternate arbitrator, the first party shall then approve the arbitrator and proceed to arbitration or reject the alternate arbitrator. The first party shall notify the second party of such approval or rejection within seven days of receipt of the notice from the second party. In the case of rejection, the first two selected arbitrators shall select a third arbitrator. The third arbitrator shah arbitrate the dispute. The arbitrators shall be familiar with residential development in the Chelan County area. None of the arbitrators shall be related to either party by blood or marriage, or related to a principal of either party, and shall have no economic interest direct or indirect with either party. The decision of the arbitrator shall be made within thirty (30) days after the arbitrator has been named and shall be binding upon the parties and non-appealable, other than as allowed under RCW 7.04A.230. The non-prevailing party shall pay the expense of the arbitration proceedings.

5.29 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 substantially prevailing party in any dispute involving the enforcement of these covenants shall be entitled to recover reasonable attorney's fees. Venue for any action arising under these Protective Covenants shaft be in the Chelan County Superior Court.

5.30 Association Powers and Duties: The Association shall have all powers and duties as set forth in RCW 64.90.405 as hereafter amended, including, but not limited to:

5.30.1 **Maintenance**: The Association shall provide the maintenance and repair to common areas and common elements as provided in this Declaration.

5.30.2 **Insurance**: The Association shall obtain and maintain in force certain policies of insurance as determined by the Board.

5.30.3 **Rulemaking**: The Association shall have the authority to make, establish and promulgate such Policies and Procedures as determine by the Board.

5.30.4 **Assessments**: The Association shall adopt budgets and impose and collect certain Assessments as provided herein.

5.30.5 **Enforcement:** The Association may perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of this Declaration and the Policies and Procedures adopted by the Association.

5.30.6 **Employment of Agents, Advisers and Contractors:** The Association may employ or contract with professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, attorneys and accountants. In addition, the Association may contract for or otherwise provide for all services necessary or convenient for the management and maintenance of the Development and the accomplishment of the duties of the Association set forth herein.

5.30.7 **Hold Title and Make Conveyances:** The Association may acquire, hold title to and convey, with or without consideration, real and personal property and interests therein, including but not limited to easements or common areas, and it shall accept any real or personal property conveyed to it by the Declarant.

5.30.8 **Expansion by the Association:** The Association may subject additional property to the provisions of this Declaration, including adding to common areas, by recording a Supplemental Declaration describing such Additional Property. During the period of Developer Control, any such amendment shall require Declarant's consent. The Supplemental Declaration shall be signed by an officer of the Association and the Declarant, if such consent is necessary.

5.30.9 **Borrow:** The Association shall have the right to borrow money from any entity, including Declarant, as long as such loan is made in accordance with law.

5.30.10 **Implied Rights & Obligations:** The Association may exercise any other right or privilege reasonably to be implied from the existence of any right or privilege expressly given to the Association under this Declaration or reasonably necessary to effectuate any such right or privilege.

5.31 LIABILITY: A member of the Board or an officer, employee, agent or committee member of the Association shall not be liable to the Association or any member of the Association for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts or gross negligence or intentional wrongful acts. In the event any member of the Board or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

VI. GENERAL COVENANTS

6.1 Subdivision/Partition of Lots. Marita's Vineyard Estates is comprised of twenty-one (21) residential lots. Declarant has not reserved the

right to create additional lots in Marita's Vineyard Estates. No Residential Lots may be subdivided. Owners of Residential Lots may not cause the partition of a lot by agreement or court order. All owners of Residential Lots waive any statutory or common law rights to partition.

6.2 Approval of Plans. No building, outbuilding, fence, pool, sport court, or other architectural feature, shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure, the location and surfacing of the driveway and the landscaping immediately surrounding the structure have been approved by the Board.

6.3 Aesthetic Control. The homes at Marita's Vineyard will be timeless designs with traditional architecture, rich in character and detail. The unifying concept for home designs is that they each exhibit a cohesive aesthetic creating desirable and timeless qualities. All homes and structures shall be site built with mobile, modular, manufactured, and pre-fabricated not allowed. The Board shall adopt guidelines to give the Residential Lot owners and their architects a community design framework and standards for design of all homes and ancillary structures that may be built on the building pad and landscape areas. The main objective of site development and landscape design for homes is to blend into and enhance the beautiful natural environment of the surrounding foothills, mountains, and vineyards. The Board shall also adopt procedures for the enforcement of these standards and shall adopt procedures for enforcement of standards and for approval of construction applications, including reasonable time frames within which an association must act after an application is submitted and the consequences of its failure to act.

The Board shall consider quality of workmanship and materials, harmony of external design with existing structures and the intended nature of the plat, conformance with these covenants and location with respect to topography and finished grade elevation. Harmony is to be maintained through use of earth-tone colors and high quality natural and/or manufactured simulated natural building materials where possible. Bright. colors and reflective materials are to be avoided. The Board may employ the services of an architect, engineer or any other person

to render professional advice, and may pay reasonable compensation for services, which compensation may be charged directly to any applicant who has submitted plans for review. Board decisions on site, building and landscape plans shall be binding on all Members, subject to the mediation and arbitration provisions set forth herein. The Board may appoint and empower an Aesthetic Control Committee to enforce this and other sections of these Covenants.

6.4 Stand-Alone Structures. No accessory structures such as garages, shops, greenhouses, out buildings, etc. may be built on any lot until after or in conjunction with a single-family residence being built. All architectural guidelines applied to a single-family residence shall likewise be applied to accessory and attached RV garages, including the disallowance of metal buildings and metal siding. High architectural quality standing seam metal roofs may be approved at the board's discretion.

6.5 Use or Rental of Premises. No Residential Lots shall ever be used in a fashion which unreasonably interferes with other owners' use and enjoyment of their respective properties. **No rentals for any period less than one month shall be allowed** (i.e. no Short Term Rental). The Residential Lots may be rented only for a term of one month or more (Long Term Rental). Only lots that have a completed home built upon it may be rented. **Absolutely no vacant lots may be rented for any term**. Monthly rentals are allowed pursuant to a written lease and may be arranged at the discretion of the Owner. Tenants are bound by the provisions of these Protective Covenants and the Owner, or any Property Management Agent, shall adequately inform the Tenants of these obligations and shall be responsible for enforcing them. One standard real estate yard sign is allowed for a Long Term Rental during the time the Owner is advertising for a tenant.

6.6 Marketing. Developer (and to the extent approved by Developer, custom builders) shall have the right to: a) maintain model homes, signs, banners, flags, sales offices, sales and construction trailers, leasing offices, storage areas, parking lots and related facilities in any lots owned or controlled by Developer or custom builders within the project as are necessary or reasonable, in

opinion of Developer, for the sale or disposition of the lots, b) use lots owned or controlled by Developer or custom builders in accordance with any promotional programs established from time to time by Developer, and c) conduct its business of disposing of lots by sale, lease or otherwise.

6.7 Maintenance of Vacant Lots. All vacant Residential Lots shall be maintained in a reasonably presentable condition including but not limited to watering, mowing weed control, debris removal, etc. After reasonable notice to the Member, the Association shall have the right at all times to enter upon any lot to water, mow, remove debris or other waste material and to charge the expense thereof to the Member as an assessment.

6.8 Offensive Activity. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done or maintained thereon which may be, or become, an annoyance or nuisance, or adversely affect the use, value, occupation and enjoyment of any property in the development. This includes loud outdoor music, loud voices, or partying, etc. after 10 PM.

6.9 Animals. No animals shall be allowed except traditional small household pets. All dogs must be kept within the boundary of the lot Owners' property. When a lot Owner (tenant, family or guests) is using the streets, sidewalks, open space, parks/recreational, or access areas, dogs must be kept under control via leash. All waste must be picked up and properly disposed of by the Owner immediately.

6.10 High Intensity Lighting. No exterior mercury vapor or other types of high intensity lamps are to be installed, except by prior written approval of the Board.

6.11 Electrical, Telephone, Internet, Television Service. No outdoor overhead wire or service drop for the distribution of electric energy, telecommunications, television, or internet, nor any pole, tower or other structure supporting said outdoor overhead wires, nor any type of antenna mast shall be erected, placed or maintained. All Owners Shall use underground service to connect to the underground electrical, telephone, television, or internet utility

facilities. The only exception are small traditional house mounted satellite dish style antennas on the side or rear elevations of a house.

6.12 Refuse. No trash, garbage, rubbish, refuse or other solid waste of any kind, including inoperable automobiles, appliances and furniture and the like; shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the development or Lot therein. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose and timely disposed of. Garbage and recycling containers shall be put out on the street curb for pickup no earlier than the evening before the scheduled day of pickup, and shall be removed from the street curb no later than the evening of the day of pickup.

6.13 Vehicles as Sleeping Quarters/Outhouses. No recreational vehicle or equipment, including, without limitation, park model R.V.s, motor homes, mobile homes, trailers, RV trailers, boats and boat trailers, campers, buses, tents or outbuildings shall be used on any lot, driveway, HOA common area, or street, at any time, either **temporarily** or permanently, **as a residence, or for sleeping quarters**, including during construction periods. No free-standing outhouse or lavatory for privy purposes Shall be erected or maintained or placed on any lot except during the construction of a home.

6.14 Parking and Storage of Vehicles. The West side of the street (righthand side entering into the plat, i.e. sidewalk side, and posted "No Parking this Side of Street") from the street centerline to the West curb is considered a southbound lane of travel. No parking or obstructions of any sort is permitted along said curb with the exception of approved garbage and recycling containers as provided in Section 6.12. No unattended temporary or overnight parking of any sort is permitted within the cul-de-sac as posted "No Parking within Cul-de-sac Emergency Turnaround" and designated by the red curbing. No parking of any sort is permitted along the East curb where designated by red curbing, within 20 feet on either side of a fire hydrant, or in front of any driveway. No parking of any sort is permitted in the ingress/egress areas of either side of the Entry Gate or area. Two-minute maximum parking outside the gate area is allowed (if not blocking even temporarily ingress/egress through the gate) solely for the purpose

of using the mailboxes. Subject to the above stated prohibitions, no overnight street parking of any one unique vehicle (of any type including motorized or non-motorized vehicles, boat trailers, or other types of trailers) is permitted for more than 15 total days in any given calendar year. (This shall include moving such vehicle or trailer to a different position on the street.) **No overnight street and/or private driveway parking is allowed of travel and/or camping trailers of any size, or motorhomes greater than 26 feet in length, whatsoever.**

Only passenger vehicles permitted for operation on public roads shall be allowed to park overnight on driveways for more than 15 total days in any calendar year. All other vehicles, both motorized and nonmotorized, including trailers, boats and boat trailers, motor homes, and R.V.'s, must be parked and/or stored inside of an approved garage or approved screened areas.

6.15 Drives and Off-Street Parking. All Lots shall provide adequate off-street parking for at least two (2) cars . All driveways and parking bays shall be constructed of asphalt paving or concrete unless approval for use of other material is granted in advance in writing by the Board. Unless expressly approved by the Board, no driveway entrance may be moved, or additional curb cuts made, from the original street and curb construction.

6.16 Landscaping. The landscaping approved by the Board must be completed on each lot within one year from the date the dwelling is first occupied. Other than HOA maintained common areas, no trees, hedges or shrubs shall be grown or maintained in a fashion which unreasonably interferes (including tree heights) with the other Owners use and enjoyment of their respective properties. The Board shall determine whether any given trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be conclusive. All fruit trees shall be kept insect and disease free. All landscaping shall be maintained and cared for in a manner consistent with the originally approved design. Noxious weed control is the responsibility of the individual lot and tract Owners.

6.17 Easements. Developer hereby reserves, grants and conveys, as applicable, all easements delineated on the plat, including for utilities and

drainage. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot or tract, except for those improvements in it for which a public authority or utility company is responsible or those improvements controlled by the Association.

6.18 Open Space. The areas designated Open Space Shall be restricted in use and protected as detailed in section 11.76.090(8) of the Chelan County Code or any replacement thereof, unless otherwise approved by Chelan County. The Association shall maintain the Open Space areas. as required by the underlying conditions of the Plat and County Code. Open Space may not be developed in a manner inconsistent with the underlying Plat or the County Code without approval of seventy-five percent (75%) of the Members and Chelan County, and an Amendment to the Plat filed, if required by Chelan County.

6.19 Natural Drainage. No Owner shall change or interfere with the natural drainage of any part of the developed area without the prior written approval of the Board.

6.20 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 units, retaining and court walls, outbuildings and pools, and for the purpose of contouring, shaping, fencing and generally improving any lot and approved by the Board.

6.21 Archeology and Historic Preservation, If any Native American gravesites or archeological resources are discovered or excavated, the Owner/developer/contractor shall stop work immediately and notify Chelan County Department of Building/Fire Safety and Planning and the Washington State Office of Archeology and Historic Preservation in conformance with RCW 27.53.020.

6.22 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.

6.23 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

6.24 Signs. Except as provided in sections 6.5 Use or Rental of Premises, and 6.6 Marketing, no billboard or advertising sign of any kind may be erected, placed or maintained on any lot or lots or on any building or structure thereon, except one "For Sale" or "For Lease" sign to advertise the property for sale or lease. No sign may be more than three feet square, except with the prior written permission of the Board.

During construction on any lot, temporary construction signage shall be allowed in the ordinary course.

Driveway address number signs of a high quality and tasteful design are allowed (or may be required by County Code on certain lots), at driveway entrances, but such signs must be approved by the Board and must be installed no later than the completion of landscaping if so required.

6.25 Businesses. The Residential Lots shall be restricted in use as single-family residences. No store or business shall be carried on upon said premises or permitted thereon which involves on-premises sales or services, or which constitutes a nuisance.

6.26 Antenna. There shall be no satellite dish of any sort either installed or maintained which is visible from neighboring property except with prior written approval of the Board other than small roof or house mounted types typical of "Dish" TV providers and mounted on rear or rearward side of the house.

6.27 Sightlines. All clothes lines, garbage cans, equipment, motorcycles, and storage piles shall be walled in or screened with approved methods to conceal them from the view of the neighboring lots and streets.

6.28 Fires. There shall be no exterior fires whatsoever, except for barbecues and gas fireplaces.

6.29 Trucks. No trucks larger than one (1) ton, construction type equipment, or mobile or stationary trailers, shall be permitted on any lot, except for the purpose of construction of improvements within the subdivision, unless approved in advance in writing by the Board.

6.30 Vineyards/Orchards. By acceptance of a deed to a lot in Marita's Vineyard, each owner acknowledges that the development is adjacent to existing or future vineyards/orchards which such owners agree have a continued right to operate and which have impacts including (but not limited to): a) overspray in connection with the watering, fertilizing, and pest control of the vineyards/orchards, b) noise from maintenance and operation of equipment including without limitation, irrigation system, compressors, blowers, sprayers, mulchers, tractors, utility vehicles, and pumps, all of which may be operated at all times of the day and night or continuously, c) odors arising from irrigation, fertilization, and spraying including sulfur, in the vineyards/orchards, d) dust caused by wind or farming operations, including plowing, and e) disturbance and loss of privacy resulting from personnel and equipment working in the vineyards. The existence and operation of the vineyards/orchards may cause or increase the symptoms of people with allergies. Additionally, each owner acknowledges that pesticides and chemicals, including sulfur, may be applied to the vineyards/orchards throughout the year. Each owner expressly accepts such impacts and agrees that neither Developer nor the vineyard/orchard operator, or any of their successors or assigns, shall be liable to owner or anyone claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, destruction of property, or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of owner's lot or residence to any vineyard/orchard, including without limitation, any claim arising in whole or in part from the concurrent negligence of Developer or the vineyard/orchard operator or their respective successors or assigns. The owners hereby agree to indemnify and hold harmless

Developer and any entity operating the vineyards/orchards and their respective successors and assigns, against any and all such claims by any owner's invitees.

VII. BUILDING COVENANTS

7.1 Type of Structures. All homes in the Development shall be site-built homes. Under no circumstances will any mobile homes, manufactured homes, modular, and/or park-model homes allowed. No more than two outbuildings, e.g., storage sheds, greenhouses, etc., will be allowed on each lot and must be approved by the Board prior to construction. All garages will be attached to the single-family home or appear to be attached with covered breezeways except for the provisions made for Lots 19, 20, & 21.

7.2 Existing Structures. No existing structure of any nature shall be moved onto said premises.

7.3 Code. All buildings shall conform to the Uniform Building Code and other applicable building codes.

7.4 Materials. The use of new materials on all exterior surfaces shall be required, except that used brick is permissible. 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. All chimneys or flues rising above the roof surface shall be required to be enclosed in a framed enclosure with a finish matching the house, or stone, brick, rock etc. as approved by the Board. The exception would be a metal flue below roof ridge lines and not visible to the street or at the front of the house, and approved by the Board.

7.5 View. One objective of the Board's review of plans is to value views of each site, both among adjacent neighbors and within the community. Building location on each lot shall be situated to the extent possible to not unreasonably interfere with established views of adjoining lots. The Board shall

determine whether the height of any proposed structure unreasonably interferes with those rights. Other than HOA maintained common areas, tree planting and landscaping shall not unreasonably interfere with established views of adjoining lots.

7.6 Front Setbacks. County Code for the underlying RRR zoning requires front yard setbacks to be "twenty-five feet from the front property line or fifty-five feet from the street centerline, whichever is greater". In the case of this plat, the commonly owned street right of way is fifty feet wide, in which is contained street features consisting of paved lanes of travel, paved parking along the East curb, curb and gutters, 5 foot planting strips and sidewalk. The center of the fifty foot street right of way shall be considered "center" for the purposes of front setback measurement, resulting in front property lines being at twenty-five feet from "centerline". (It shall be noted that street monuments were offset for construction purposes and do not reflect "centerline" of the common right of way). ***Thus, the front setback for this plat shall be thirty feet from front property lines for all lots fronting onto either side of Loretta Lane***. (The Developer shall have the only exception to this requirement, for Lot 17, where County Code provides a possible front setback exception due to slope. It shall be the Developer's sole decision whether to exercise this option.) Front setbacks for Lots 18 and 19 which do not front the street, shall be twenty-five feet from the Northernmost boundary for Lot 18, and Twenty-five feet from the Southernmost boundary for Lot 19.

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

a. Lot 20 – 1157
b. Lot 21 – 1145. However, if Developer and the Owner of Lot 20 hereafter agree, this elevation can be increased, but in no event shall it be greater than 1157.

7.8 Roof Materials. No building or structure shall be permitted on any lot without Class A non-combustible roofing material as defined in the Uniform Building Code. Metal roofs may only be approved that are of high architectural quality and standing seam style.

7.9 Dwelling Size. No single-story dwelling shall be constructed having a fully enclosed main floor living area of less than 2,000 square feet (this does not include garages, balconies, decks, patios, covered outdoor spaces, and the like), except on written waiver by the Board. If two stories, the main floor shall be not less than 1,600 square feet. Lots 20 and 21 may have attached living space to an approved RV garage of no less than 1,000 square feet if approved by Chelan County.

7.10 Garages. Garages on lots may be detached from the main dwelling structure only if it appears to be connected via covered breezeway. The design, roof slope and materials of garages shall be compatible with those of the main dwelling and must conform to set-back restrictions.

7.11 Fences. Any fence which is built is subject to review and must be approved in advance by the Board. Such fence shall be maintained in an aesthetic manner so that the fence is not broken, leaning, or otherwise has a shabby appearance. In general, the acceptable fence type will be between 4' to 6' high, black vinyl coated chain link, and be screened with accompanying landscaping.

7.12 Time of Completion. Any dwelling or structure erected on said subdivision shall be completed as to external appearance, including finished painting, within one year from the date of the initial issuance of the building permit. 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.

7.13 Repair. All buildings located on any lot in Marita's Vineyard shall be kept in good repair and in a generally attractive condition.

7.14 Lot 20 & 21 Shared Driveway Approach. Lots 20 and 21 shall share a driveway cut, approach, and portion of a common driveway for ingress and egress to and from Loretta Ln. This driveway shall be located on the common boundary between said lots. The shared driveway shall run for a distance of twenty feet (20') into the lots from the front property line, and shall be the width of the concrete approach, and shall be as depicted on the Plat. The cost and maintenance of this driveway and approach shall be equally shared between these lots. In the event that one lot constructs the driveway; when construction commences on the other lot, the other lot shall pay a "late comer" fee equal to fifty percent (50%) of the documented expenditures for the driveway.

7.15 Lot 18 & 19 Shared Driveway Approach. Lots 18 and 19 shall share a driveway across the North twenty feet of Lot 18 for ingress and egress to and from the HOA owned and paved lane connecting said lots to Loretta Ln. The easement shall be within the twenty foot utility easement as depicted on the Plat. The cost and maintenance of the shared portion of this driveway shall be equally shared between these lots. In the event that one lot constructs the driveway; when construction commences on the other lot, the other lot shall pay a "late comer" fee equal to fifty percent (50%) of the documented expenditures for the driveway.

7.16 Lot 19, 20, and 21 and No Access Pond Road. Lots 19, 20, and 21 are adjacent to the Stormwater Detention Pond access road coming off of the paved spur lane which connects Lots 18, 19, and the Detention Pond to Loretta Ln. Lots 19, 20, and 21 shall not be allowed vehicle access of any sort over the Stormwater Pond access road to and from said lots. Lot 20 shall not have vehicle access of any sort over the paved spur lane connecting Lots 18 and 19 to Loretta Ln. No vehicles other than HOA and Utility maintenance vehicles

shall be allowed to travel or park on either of the above-described access road and lane, other than owners and guests of Lots 18 and 19 traveling over the paved spur lane. It shall be noted that all Members, their guests, and pets shall have pedestrian access over both the paved spur lane connecting to Loretta Ln, and the Stormwater access road, subject to other provisions in these Covenants.

7.17 Stormwater Pollution Prevention. Lot owners, and their contractors, shall take all actions reasonably necessary to prevent erosion runoff from construction activities into the street and storm drain system. This shall include, but not be limited to, installation of a rock base at the entrance to the construction site to prevent dirt and mud from migrating into the street. In the event there is run off or tracking from construction activities into the street and storm drain system, the Lot owner shall be responsible for immediate cleanup of the street and storm system, including, but not limited to, sweeping, washing and pumping as necessary. In no event shall the Lot Owner, or contractor, allow any erosion materials to be flushed into the storm system. Approved storm drain filter inserts shall be installed where appropriate by lot owners during construction. Lot owners and contractors shall abide by all applicable Department of Ecology regulations.

VIII. UTILITY AND COMMON ELEMENTS COVENANTS

8.1 Common Elements. The phrase "common element" shall have the meaning set forth in RCW 64.90.010(7). This is intended to include, but not be limited to, all of Tract A and shall include all roads, sidewalks, storm sewer apparatus and utilities. All Lot Owners shall have nonexclusive use and benefit of the common elements. In this development, the Declarant does not intend to create any Limited Common Elements as that term is defined at RCW 64.90.010(30).

8.2 Storm Water Drainage System. Developer has designed and constructed a private storm water drainage system to serve the development. The Association shall maintain and repair as necessary the storm water system and retention area in its originally designed and built condition and in accordance with any applicable governmental regulations. The Association shall be responsible for all costs associated with the Storm Water Drainage System.

The Association shall maintain logs of inspection and maintenance activities and shall submit those to Chelan County not less than each calendar year, or as otherwise required by the County. These logs shall remain available for inspection and copying by Chelan County and any other agency which has jurisdiction over the system.

A Declaration of Storm Water System Maintenance Covenant in favor of Chelan County has been filed concurrently herewith; which covenants shall bind and burden the Property and which covenants shall run with the land.

SPECIAL NOTE TO INDIVIDUAL LOT OWNERS: At the time of building permit submittal, a lot-specific stormwater plan showing conveyance of runoff from the impervious surface to the onsite stormwater conveyance connection ("stub") shall be submitted and accepted by the County. The plat drainage system was designed for 7,000 square feet of impervious area per lot.

In addition, Developer has constructed a fence around the stormwater detention pond which encroaches upon Lot 21. To the extent this fence encroaches upon Lot 21; there shall be an easement in favor of the Association for such encroachment.

8.3 Roads and Sidewalks.

A. Grant of Easement for ingress, egress.

Developer has granted and conveyed easements for ingress and egress over, and upon, all roads, streets and sidewalks as depicted in the Plat. All Owners shall have the right to use the roadways and shared access areas.

The Association shall maintain and repair as necessary the roads, streets, sidewalks, trails and/or shared access areas within the Plat and depicted as Tract

A, in their originally designed condition and in accordance with any applicable governmental regulations, and shall provide for timely snow removal, unless such roads or sidewalks are dedicated to a governmental authority that accepts responsibility for such maintenance, repair and snow removal.

8.4 Gates and Signs. The Association shall maintain all gates and signs in the Development. This shall include, but not be limited to, the signage and gates at the entrance to the Development.

The Association shall be responsible for the ongoing operation, maintenance and repair, and costs associated therewith, for the powered entrance gate.

8.5 Group Mailbox System The Association shall be responsible for the ongoing maintenance and repair, and associated costs for the group mailbox system.

To the extent that the mailbox system, associated concrete foundation, fencing, lighting, landscaping and irrigation encroach upon Lot 21, there shall be an easement for such encroachment(s).

8.6 Domestic Water. Water for domestic use and fire suppression is provided by Bear Mountain Water District (BMWD). BMWD will have a separate service agreement with each Owner which will include the right to lien property for failure to pay the utility bills. BMWD will maintain the domestic water system up to the domestic meter. BMWD will maintain the fire suppression system. The HOA shall have no maintenance or repair responsibilities for either the domestic water or the fire suppression system. BMWD connection charges, fees and assessments are the lot owner's responsibility.

8.7 Irrigation Water.

The irrigation system for the Development (common areas, easement areas and private owners' lots) is provided by the HOA and draws water from Lake Chelan. These rights, and obligations for maintenance and repair, are set forth at the Pump and Pipeline Easement & Maintenance Agreement recorded September 16, 2021 at Auditor's File Number 2553045; which is hereby

incorporated by this reference. The HOA shall indemnify, defend and hold Developer and its successors harmless from and against any and all claims, losses, liabilities, causes of action, costs, fees or expenses arising from, or otherwise related to, the Easement & Maintenance Agreement and associated Irrigation System.

The irrigation pumping facilities are located on private third-party lake-front property and are accessible to the HOA as provided in the Easement & Maintenance Agreement. These rights have only been granted to the HOA's officially designated maintenance vendor and/or designated HOA official, for the sole purpose of routine and/or emergency equipment maintenance. Absolutely no lot owner, affiliate, or guest has the independent right or permission to enter said private property or easement unless as an official delegate of the HOA.

The Homeowner's Association (HOA) will provide, repair and maintain and bear the cost for the irrigation system up to the valve on each lot's lateral line. All costs for maintenance and repairs of the common irrigation system including the pumps and related equipment and structures shall be paid by the HOA.

Irrigation Scheduling: The HOA may dictate limited watering times and schedules on an individual lot basis which may change from time to time as determined to be necessary in order to provide efficient service.

The HOA shall retain the right to assign and transfer all Irrigation System infrastructure, together with associated water, point of withdrawal, and easement rights, to the Bear Mountain Water District. This transfer can be accomplished by a majority vote of the Board of Directors; the members shall not be entitled to vote.

8.8 Sewer System. The Development is benefitted by a Sewer Line Easement and Maintenance Agreements. The first was recorded with the Chelan County Auditor on August 12, 2020 at Auditor's File Number 2521990. The second was recorded with the Chelan County Auditor on November 25, 2019 at Auditor's File Number 2506806. In both of these easements, the land upon which the Development was built is referred to as Marita Parcel 45897, Marita Parcel 45898 and Marita Parcel 45899. Developer has transferred all Sewer Line

infrastructure, along with rights in the above-described easements, to the HOA.

The HOA shall be solely responsible for all costs of maintenance and repair of the sewer lines and infrastructure in those easements and the common sewer mainline infrastructure within the development. The HOA shall indemnify, defend and hold Developer and its successors harmless from and against any and all claims, losses, liabilities, causes of action, costs, fees or expenses arising from, or otherwise related to, sewer lines and related infrastructure.

Sewer laterals from the HOA's common mainline are provided to the street side of each lot. Individual lots may be able to connect to the supplied lateral via gravity line or may require an owner supplied and maintained "grinder" pump system pumping up to the gravity lateral. Sewer service is provided by Lake Chelan Sewer District (LCSD) and administered by the City of Chelan. LCSD connection charges, fees, and assessments are the lot owner's responsibility.

The commonly owned sewer infrastructure, including portions crossing adjacent private property to the East and portions with shared maintenance agreements with properties to the East, shall be owned and maintained by the HOA until such a time as ownership of sewer infrastructure is transferred to LCSD. The HOA may transfer the sewer system infrastructure and easement rights to LCSD by a majority vote of the Board, the Members shall not be entitled to vote on this decision.

Certain parcels of land situated to the west of the development have an easement to connect to the Development's sewer system at Manhole # 10 and utilize this system. This easement was recorded with the Chelan County Auditor on September 16, 2021, at Auditor's File Number 2553046. This easement is hereby ratified and confirmed and shall continue to burden the development, and specifically Lots 1, 2 and 18.

8.9 Park and Recreational Areas. If the development includes any park/recreational areas, the Association shall maintain those. The Owners and their invitees and/or tenants shall have access to such facilities. Other users will not be allowed to use such facilities. All costs for maintenance and repairs shall be assessed to Members on a per lot basis.

8.10 Easements & Use of Common Elements. All Lot Owners shall have an easement for use of all of the above identified Common Elements.

8.11 Development Perimeter Fence. The Developer and/or the HOA, shall have the right to construct a fence around the perimeter of the Development. This fence shall be between 4-6 feet high and black vinyl chain link style and shall be built on the property line, or up to one foot (1') encroaching upon the lot. To the extent of such encroachment, an easement is given to the HOA for such encroachment. The fence may be constructed along the eastern boundary of the development (Lots 1-8), the southern boundary of the development (Lots 8-11) and the western boundary of the development (Lots 11-19).

IX. Interpretation.

These Protective Covenants shall be interpreted to be consistent with the Marita Vineyard Plat approved by Chelan County. To the extent of any inconsistency, the provisions of the Marita Vineyard Plat approved by Chelan County shall control.

DATED this 17th day of Feb. 2022.

Marita Properties, LLC
A Washington Limited Liability Company

By MDB
MARK D. BABCOCK, Manager

STATE OF WASHINGTON

COUNTY OF CHELAN

I certify that I know or have satisfactory evidence that Mark D. Babcock is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Marita Properties, LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

2-17-22

KATE I REDELL
Notary Public
State of Washington
License Number 21004586
My Commission Expires
January 15, 2025

Print Name: KATE I REDELL

Notary Public, State of Washington

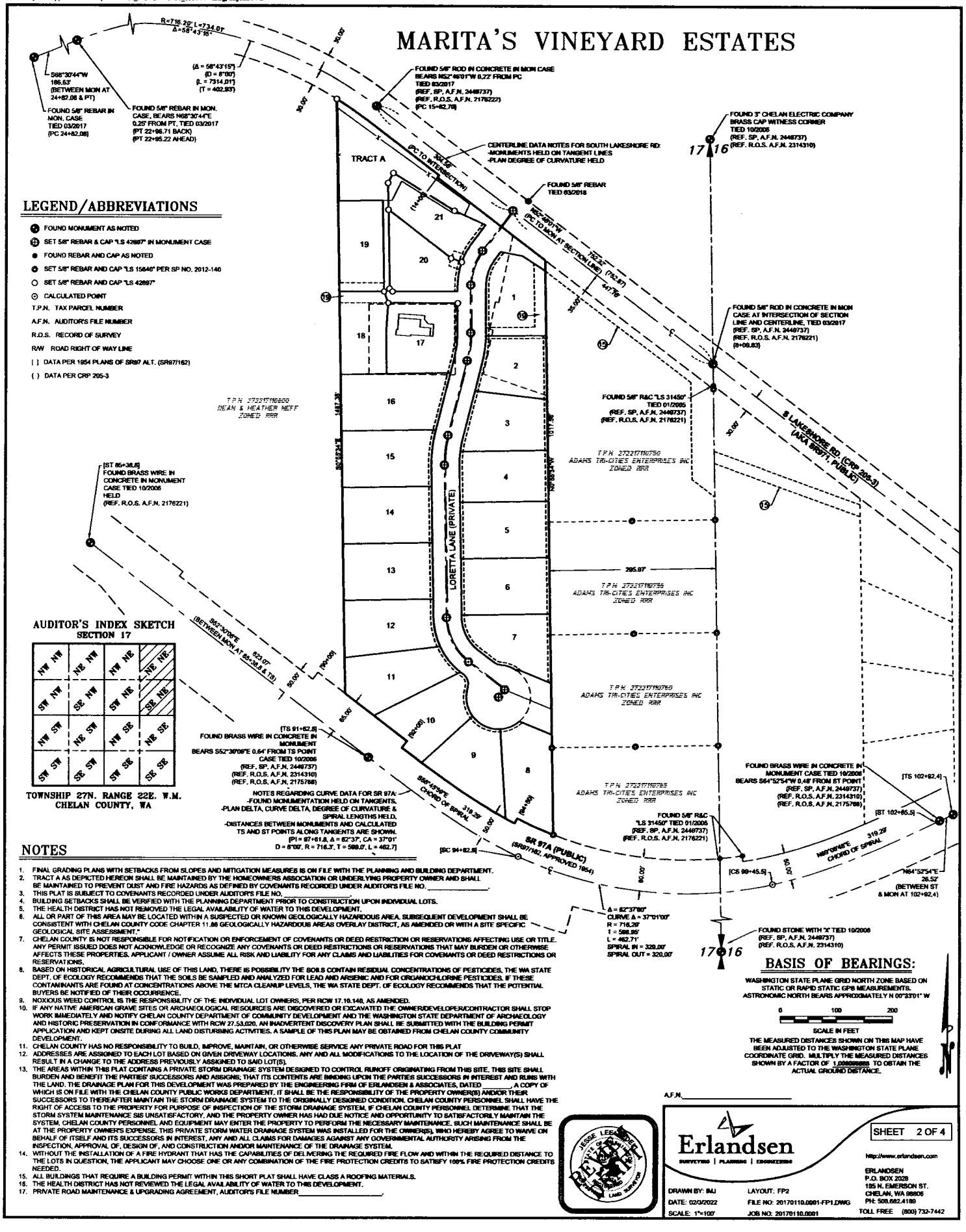
Residing at: CHELAN COUNTY

My Commission Expires: 1-15-25

Exhibit A

JesseR, 2/08/22 4:21pm
C:\Users\jesser\appdata\local\temp\AcPublish_3624\20170100_0001-FP1.dwg, Layout: FP2

MARITA'S VINEYARD ESTATES



LEGEND/ABBREVIATIONS

- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR & CAP "LS 42897" IN MONUMENT CASE
- FOUND REBAR AND CAP AS NOTED
- SET 5/8" REBAR AND CAP "LS 15846" PER SP NO. 2012-140
- SET 5/8" REBAR AND CAP "LS 42897"
- CALCULATED POINT

T.P.N. TAX PARCEL NUMBER
A.F.N. AUDITOR'S FILE NUMBER
R.O.S. RECORD OF SURVEY
R/W ROAD RIGHT OF WAY LINE
[ ] DATA PER 1954 PLANS OF SR97 ALT. (SR97/162)
( ) DATA PER CRP 205-3

AUDITOR'S INDEX SKETCH
SECTION 17

TOWNSHIP 27N. RANGE 22E. W.M.
CHELAN COUNTY, WA

NOTES

1. FINAL GRADING PLANS WITH SETBACKS FROM SLOPES AND MITIGATION MEASURES IS ON FILE WITH THE PLANNING AND BUILDING DEPARTMENT.
2. TRACT A AS DEPICTED HEREON SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR UNDERLYING PROPERTY OWNER AND SHALL BE MAINTAINED TO PREVENT DUST AND FIRE HAZARDS AS DEFINED BY COVENANTS RECORDED UNDER AUDITOR'S FILE NO. _____.
3. THIS PLAT IS SUBJECT TO COVENANTS RECORDED UNDER AUDITOR'S FILE NO. _____.
4. BUILDING SETBACKS SHALL BE VERIFIED WITH THE PLANNING DEPARTMENT PRIOR TO CONSTRUCTION UPON INDIVIDUAL LOTS.
5. THE HEALTH DISTRICT HAS NOT REMOVED THE LEGAL AVAILABILITY OF WATER TO THIS DEVELOPMENT.
6. ALL OR PART OF THIS AREA MAY BE LOCATED WITHIN A SUSPECTED OR KNOWN GEOLOGICALLY HAZARDOUS AREA. SUBSEQUENT DEVELOPMENT SHALL BE CONSISTENT WITH CHELAN COUNTY CODE CHAPTER 11.86 GEOLOGICALLY HAZARDOUS AREAS OVERLAY DISTRICT, AS AMENDED OR WITH A SITE SPECIFIC GEOLOGICAL SITE ASSESSMENT."
7. CHELAN COUNTY IS NOT RESPONSIBLE FOR NOTIFICATION OR ENFORCEMENT OF COVENANTS OR DEED RESTRICTION OR RESERVATIONS AFFECTING USE OR TITLE. ANY PERMIT ISSUED DOES NOT ACKNOWLEDGE OR RECOGNIZE ANY COVENANTS OR DEED RESTRICTIONS OR RESERVATIONS THAT MAY BURDEN OR OTHERWISE AFFECTS THESE PROPERTIES. APPLICANT / OWNER ASSUME ALL RISK AND LIABILITY FOR ANY CLAIMS AND LIABILITIES FOR COVENANTS OR DEED RESTRICTIONS OR RESERVATIONS.
8. BASED ON HISTORICAL AGRICULTURAL USE OF THIS LAND, THERE IS POSSIBILITY THE SOILS CONTAIN RESIDUAL CONCENTRATIONS OF PESTICIDES. THE WA STATE DEPT. OF ECOLOGY RECOMMENDS THAT THE SOILS BE SAMPLED AND ANALYZED FOR LEAD AND ARSENIC AND FOR ORGANOCHLORINE PESTICIDES. IF THESE CONTAMINANTS ARE FOUND AT CONCENTRATIONS ABOVE THE MTCA CLEANUP LEVELS, THE WA STATE DEPT. OF ECOLOGY RECOMMENDS THAT THE POTENTIAL BUYERS BE NOTIFIED OF THEIR OCCURRENCE.
9. NOXIOUS WEED CONTROL IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS, PER RCW 17.10.140, AS AMENDED.
10. IF ANY NATIVE AMERICAN GRAVE SITES OR ARCHAEOLOGICAL RESOURCES ARE DISCOVERED OR EXCAVATED THE OWNER/DEVELOPER/CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY CHELAN COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION IN CONFORMANCE WITH RCW 27.53.020. AN INADVERTENT DISCOVERY PLAN SHALL BE SUBMITTED WITH THE BUILDING PERMIT APPLICATION AND KEPT ONSITE DURING ALL LAND DISTURBING ACTIVITIES. A SAMPLE OF THIS PLAN MAY BE OBTAINED FROM CHELAN COUNTY COMMUNITY DEVELOPMENT.
11. CHELAN COUNTY HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN, OR OTHERWISE SERVICE ANY PRIVATE ROAD FOR THIS PLAT
12. ADDRESSES ARE ASSIGNED TO EACH LOT BASED ON GIVEN DRIVEWAY LOCATIONS. ANY AND ALL MODIFICATIONS TO THE LOCATION OF THE DRIVEWAY(S) SHALL RESULT IN A CHANGE TO THE ADDRESS PREVIOUSLY ASSIGNED TO SAID LOT(S).
13. THE AREAS WITHIN THIS PLAT CONTAINS A PRIVATE STORM DRAINAGE SYSTEM DESIGNED TO CONTROL RUNOFF ORIGINATING FROM THIS SITE. THIS SITE SHALL BURDEN AND BENEFIT THE PARTIES' SUCCESSORS AND ASSIGNS; THAT ITS CONTENTS ARE BINDING UPON THE PARTIES SUCCESSORS IN INTEREST AND RUNS WITH THE LAND. THE DRAINAGE PLAN FOR THIS DEVELOPMENT WAS PREPARED BY THE ENGINEERING FIRM OF ERLANDSEN & ASSOCIATES, DATED _____, A COPY OF WHICH IS ON FILE WITH THE CHELAN COUNTY PUBLIC WORKS DEPARTMENT. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND/OR THEIR SUCCESSORS TO THEREAFTER MAINTAIN THE STORM DRAINAGE SYSTEM TO THE ORIGINALLY DESIGNED CONDITION. CHELAN COUNTY PERSONNEL SHALL HAVE THE RIGHT OF ACCESS TO THE PROPERTY FOR PURPOSE OF INSPECTION OF THE STORM DRAINAGE SYSTEM. IF CHELAN COUNTY PERSONNEL DETERMINE THAT THE STORM SYSTEM MAINTENANCE SHS UNSATISFACTORY, AND THE PROPERTY OWNER HAS HAD DUE NOTICE AND OPPORTUNITY TO SATISFACTORILY MAINTAIN THE SYSTEM, CHELAN COUNTY PERSONNEL AND EQUIPMENT MAY ENTER THE PROPERTY TO PERFORM THE NECESSARY MAINTENANCE. SUCH MAINTENANCE SHALL BE AT THE PROPERTY OWNER'S EXPENSE. THIS PRIVATE STORM WATER DRAINAGE SYSTEM WAS INSTALLED FOR THE OWNER(S), WHO HEREBY AGREE TO WAIVE ON BEHALF OF ITSELF AND ITS SUCCESSORS IN INTEREST, ANY AND ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE INSPECTION, APPROVAL OF, DESIGN OF, AND CONSTRUCTION AND/OR MAINTENANCE OF THE DRAINAGE SYSTEM.
14. WITHOUT THE INSTALLATION OF A FIRE HYDRANT THAT HAS THE CAPABILITIES OF DELIVERING THE REQUIRED FIRE FLOW AND WITHIN THE REQUIRED DISTANCE TO THE LOTS IN QUESTION, THE APPLICANT MAY CHOOSE ONE OR ANY COMBINATION OF THE FIRE PROTECTION CREDITS TO SATISFY 100% FIRE PROTECTION CREDITS NEEDED.
15. ALL BUILDINGS THAT REQUIRE A BUILDING PERMIT WITHIN THIS SHORT PLAT SHALL HAVE CLASS A ROOFING MATERIALS.
16. THE HEALTH DISTRICT HAS NOT REVIEWED THE LEGAL AVAILABILITY OF WATER TO THIS DEVELOPMENT.
17. PRIVATE ROAD MAINTENANCE & UPGRADING AGREEMENT, AUDITOR'S FILE NUMBER_____.

BASIS OF BEARINGS:

WASHINGTON STATE PLANE GRID NORTH ZONE BASED ON STATIC OR RAPID STATIC GPS MEASUREMENTS. ASTRONOMIC NORTH BEARS APPROXIMATELY N 00°33'01" W

0 100 200
SCALE IN FEET

THE MEASURED DISTANCES SHOWN ON THIS MAP HAVE BEEN ADJUSTED TO THE WASHINGTON STATE PLANE COORDINATE GRID. MULTIPLY THE MEASURED DISTANCES SHOWN BY A FACTOR OF 1.000000000 TO OBTAIN THE ACTUAL GROUND DISTANCE.

A.F.N._____

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SHEET 2 OF 4

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ERLANDSEN
P.O. BOX 2029
105 N. EMERSON ST.
CHELAN, WA 98816
PH: 509.682.4189
TOLL FREE (800) 732-7442

DRAWN BY: INJ
DATE: 02/3/2022
SCALE: 1"=100'
LAYOUT: FP2
FILE NO: 20170110.0001-FP1.DWG
JOB NO: 20170110.0001

Exhibit B
Legal Description

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 22, E.W.M., CHELAN COUNTY, WASHINGTON, WITHIN THAT PORTION OF THE FORMER RIGHT OF WAY OF STATE HIGHWAY ROUTE 97, AS SAID RIGHT OF WAY EXISTED PRIOR TO FEBRUARY 2, 1954, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED RIGHT OF WAY LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS H.E.S.) 87+00 ON THE CENTERLINE SURVEY OF SAID HIGHWAY AND 50 FEET NORTHEASTERLY THEREFROM;
THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTERLINE SURVEY TO A POINT OPPOSITE H.E.S. 90+00;
THENCE NORTHEASTERLY TO A POINT OPPOSITE SAID H.E.S. 90+00 AND 65 FEET NORTHEASTERLY THEREFROM;
THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTERLINE SURVEY TO A POINT OPPOSITE H.E.S. 92+00;
THENCE SOUTHWESTERLY TO A POINT OPPOSITE H.E.S. 92+00 AND 50 FEET NORTHEASTERLY THEREFROM;
THENCE SOUTHEASTERLY PARALLEL WITH SAID CENTERLINE SURVEY TO A POINT OPPOSITE H.E.S. 94+50 AND THE END OF THE RIGHT OF WAY LINE DESCRIBED.

TOGETHER WITH ALL THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 22, E.W.M., CHELAN COUNTY, WASHINGTON BOUNDED AS FOLLOWS:
ON THE WEST BY A LINE DRAWN PARALLEL WITH AND 662.2 FEET WEST OF THE EAST LINE OF SAID SECTION;
ON THE EAST BY A LINE DRAWN PARALLEL WITH AND 296 FEET WEST OF THE SAID EAST LINE OF SAID SECTION;
ON THE NORTH BY THE RIGHT OF WAY FOR THE COUNTY ROAD KNOWN AS TWENTY-FIVE MILE CREEK ROAD RUNNING ALONG OR NEAR THE SOUTHERLY OR WESTERLY SHORE OF LAKE CHELAN, AS SAID ROAD IS LOCATED AND USED IN 1956;
AND ON THE SOUTH RIGHT OF WAY FOR STATE HIGHWAY NO. 10 (U.S. NO. 97) AS SAID HIGHWAY WAS LOCATED AND IN USE IN 1942.

EXCEPTING THAT PART THEREOF GRANTED THE STATE OF WASHINGTON FOR CHANGING ITS HIGHWAY, AS FULLY DESCRIBED IN DEED RECORDED IN BOOK 522, PAGE 303, UNDER AUDITOR'S NO. 487337, AND EXCEPT THAT PORTION THEREOF CONVEYED TO CHELAN COUNTY FOR ROAD BY DEED UNDER AUDITOR'S NO. 570546 IN BOOK 611, PAGE 346.

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE RUNNING PARALLEL WITH AND 602.2 FEET TO THE WEST OF THE EAST LINE OF SAID SECTION AND OF THE SOUTHERLY BOUNDARY OF TWENTY-FIVE MILE CREEK ROAD AND RUNNING THENCE SOUTH FOR A DISTANCE OF 295 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION AND CONTINUING SOUTH FOR A DISTANCE OF 130 FEET;
THENCE EAST FOR A DISTANCE OF 150 FEET;
THENCE NORTH FOR A DISTANCE OF 130 FEET;
THENCE WEST FOR A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SOUTH SHORE COUNTY ROAD AS THE SAME WAS LOCATED AND USED IN 1956 AND A LINE THAT IS 296 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION;
THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTH RIGHT OF WAY OF SAID ROAD A DISTANCE OF 72 FEET TO THE POINT OF BEGINNING;
THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 72 FEET TO A LINE THAT IS 296 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION;
THENCE SOUTH ALONG SAID LINE A DISTANCE OF 240 FEET;
THENCE IN A WESTERLY DIRECTION A DISTANCE OF 119 FEET TO A POINT THAT IS 251 FEET SOUTHERLY OF THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:
THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 22, E.W.M., CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH RIGHT OF WAY LINE OF SOUTH SHORE COUNTY ROAD, AS THE SAME WAS LOCATED AND USED IN 1956; AND A LINE THAT IS 296 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION;
THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTH RIGHT OF WAY OF SAID ROAD A DISTANCE OF 72 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";
THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 72 FEET TO A LINE THAT IS 296 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION;
THENCE SOUTH ALONG SAID LINE A DISTANCE OF 240 FEET;
THENCE IN A WESTERLY DIRECTION A DISTANCE OF 119 FEET TO A POINT THAT IS 251 FEET SOUTHERLY OF POINT "A";
THENCE NORTHERLY ALONG A LINE, HEREINAFTER REFERRED TO A S LINE "A", THAT INTERSECTS SAID POINT "A", A DISTANCE OF 80 FEET TO THE TRUE POINT OF BEGINNING;
THENCE WEST, AT RIGHT ANGLES, A DISTANCE OF 6 FEET;
THENCE NORTH, PARALLEL WITH LINE "A" A DISTANCE OF 50 FEET;
THENCE EAST, AT RIGHT ANGLES A DISTANCE OF 6 FEET TO A POINT ON THE AFOREDESCRIBED LINE "A";
THENCE SOUTH TO THE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL A OF CHELAN COUNTY BOUNDARY LINE ADJUSTMENT NO. 2546 RECORDED APRIL 08,1992 UNDER AUDITOR'S FILE NO. 9204080033.

PARCEL B:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER, SECTION 17, TOWNSHIP 27 NORTH, RANGE 22, E.W.M., CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF A LINE RUNNING PARALLEL WITH AND 602.2 FEET WEST OF THE EAST LINE OF SAID SECTION AND ON THE SOUTHERLY BOUNDARY OF COUNTY ROAD, KNOWN AS TWENTY-FIVE MILE CREEK ROAD, AND RUNNING THENCE SOUTH FOR A DISTANCE OF 295 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUING SOUTH FOR A DISTANCE OF 130 FEET;
THENCE EAST FOR A DISTANCE OF 150 FEET;
THENCE NORTH FOR A DISTANCE OF 130 FEET;
THENCE WEST FOR A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING;
ALSO DESCRIBED AS A PORTION OF EASLEY SHORT PLAT NO. 265, RECORDED SEPTEMBER 9, 1977, UNDER AUDITOR'S NO. 777305.

PARCEL C:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 27 NORTH, RANGE 22, E.W.M., CHELAN COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF SOUTH SHORE COUNTY ROAD, AS THE SAME WAS LOCATED AND USED IN 1956, AND A LINE THAT IS 296 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION;
THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTH RIGHT OF WAY OF SAID ROAD A DISTANCE OF 72 FEET TO THE POINT OF BEGINNING:
THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY A DISTANCE OF 72 FEET TO A LINE THAT IS 296 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION;
THENCE SOUTH ALONG SAID LINE A DISTANCE OF 240 FEET;
THENCE IN A WESTERLY DIRECTION A DISTANCE OF 119 FEET TO A POINT THAT IS 251 FEET SOUTHERLY OF THE POINT OF BEGINNING;