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DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
CHELAN VISTA HEIGHTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made by CHELAN DEVELOPMENT COMPANY, L.L.C. ("Developer").

Chelan Development Company, L.L.C., a Washington limited liability company, the owner of the real property located in Chelan County, Washington, and described as follows:

The following described property in Township 28 North, Range 23, E.W.M., Chelan County, Washington, EXCEPT right of way for county road known as Cagle Gulch Road;

The South half of the Southwest quarter, and the South half of the Southeast quarter of Section 30;

The East half of Government Lot 1, all of Government Lot 2, the Northeast quarter of the Northwest quarter, the North half of the Northeast quarter, the Southeast quarter of the Northeast quarter, the Northeast quarter of the Southeast quarter, and Government Lots 5, 6 and 7, all in Section 31;

The South half of the Northwest quarter, The North half of the Southwest quarter, and Government Lot 4, all in Section 32.

does hereby establish the following protective covenants, conditions and restrictions for said property, said covenants to run with the land:



1. PURPOSE

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 examine the underlying theme or intent of Chelan Vista Heights Subdivision as a development: rural living with insured quality and protected life style.

Chelan Vista Heights Subdivision lies in a rural setting offering ample open space with a tremendous view of Chelan, Lake Chelan, Howard Flats, and the Columbia River as well as other territorial views. The minimum parcel is 20 acres and most of the lots include power utilities. Each parcel was designed so the purchaser could feel comfortable in building a quality home and estate without fear of devaluation due to his neighbor's action. Chelan Vista Heights Subdivision, encompassing 776 acres, has the ability to protect itself from devaluation and insure increasing value for its homeowners. More importantly, these covenants are designed to create and maintain a protected rural life style not otherwise available in close proximity in the Chelan area.

2. DEFINITIONS

Defined terms appear throughout this Declaration with the initial letter of such term capitalized. Unless the context clearly requires otherwise, the following terms used in this Declaration are defined as follows:

2.1 "Articles" means the Articles of Incorporation of the Association, as amended from time to time, or of any successor thereto.

2.2 "Assessments" include the following:

2.2.1 "Regular Assessment" means the amount which is to be paid by each Owner as such Owner's Proportionate Share of the Common Expenses of the Association.

2.2.2 "Special Assessment" means a charge against a particular Owner or a Lot, directly attributable to such Owner or Lot, to reimburse the Association for costs incurred in bringing the Owner or the Lot into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules or Design Guidelines, or any other charge designated as a Special Assessment in this Declaration, the Articles, Bylaws, Association Rules or Design Guidelines, together with attorneys' fees and other charges payable by such Owner pursuant to the provisions of this Declaration.



2.3 "Association" means the Chelan Vista Heights Owners Association, a Washington nonprofit corporation, its successors and assigns.

2.4 "Association Rules" means the rules and regulations adopted by the Association.

2.5 "Board" means the Board of Directors of the Association.

2.6 "Bylaws" means the Bylaws of the Association adopted in accordance with the Articles, as amended from time to time.

2.7 "Common Areas" means all real property and the improvements or amenities thereon which may from time to time be owned or leased by the Association or otherwise held by the Association for the common use and enjoyment of the Owners and Occupants. There are no Common Areas currently contemplated except the Association shall maintain the entry parkway and roads on the Property. Any real property, and improvements or amenities thereon, which is described as part of the "common areas" in a subsequent Declaration shall be deemed to be part of the Common Areas for the common use and enjoyment of the Owners and Occupants, as may be provided, and shall, for all purposes, be integrated into and deemed to be a part of the Common Areas subject to this Declaration.

2.8 "Common Expenses" means the actual and estimated costs incurred by the Association in administering, maintaining and operating the Property, and in owning or leasing any portions thereof, including, but not limited to, the following:

(a) Maintenance, operation, repair, replacement and additions to the Common Areas;

(b) Unpaid Assessments;

(c) Costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to its managers, accountants, attorneys and employees;

(d) The costs of insurance maintained by the Association as permitted herein;



1 (e) Reasonable reserves for contingencies, replacements
2 and other proper purposes, if deemed appropriate by the Association to meet the
3 costs and expenses of maintenance, repairs and replacement of those Common
Areas which must be maintained, repaired, or replaced on a periodic basis;

4 (f) The costs which the Board elects to incur to bond the
5 members of the Board, officers of the Association, any professional managing
6 agent or any other person handling the funds of the Association;

7 (g) Taxes paid by the Association;

8 (h) Amounts paid by the Association for discharge of any
9 lien or encumbrance levied against the Common Areas or portions thereof;

10 (i) Costs incurred by the Board;

11 (j) Costs incurred by committees established by the
12 Board or the President; and

13 (k) Other expenses incurred by the Association for any
14 reason whatsoever in connection with the Common Areas, or the costs of any
15 other item or items designated by, or to be provided or performed by the
16 Association pursuant to this Declaration, the Articles, Bylaws, Association Rules
or Design Guidelines, or in furtherance of the purposes of the Association or in
the discharge of any duties or powers of the Association.

17 2.9 "County" means Chelan County, Washington.

18 2.10 "Declaration" means this instrument and all Supplemental
19 Declarations, as from time to time amended.

20 2.11 "Design Guidelines" means the Design Guidelines defined in
21 Section 9.2.

22 2.12 "Developer" means Chelan Development Company, L.L.C.

23 2.13 "Chelan Vista Heights" means that project subject to this
24 Declaration.

25 2.14 "Lot" means a lot as shown on the Survey.
26



1 2.15 "Majority of Members" means the Members holding more
2 than 50% of the total votes entitled to be cast with respect to a given matter (not
3 just those represented at a meeting); and any specified fraction or percentage of
4 the Members means the Members holding that fraction or percentage of the total
5 votes entitled to be cast with respect to a given matter. A specified fraction or
6 percentage "of all of the Members except Developer" means that fraction or
percentage of the total votes of all Members other than votes held by Developer.
Unless otherwise specified, any provision herein requiring the approval of the
Members means the approval of a Majority of Members.

7 2.16 "Member" means every person who holds a membership in
8 the Association pursuant to Section 4.2.

9 2.17 "Mortgage" means any recorded, filed or otherwise perfected
10 instrument, which is not a fraudulent conveyance under Washington law, given in
11 good faith and for valuable consideration as security for the performance of an
12 obligation, including without limitation a deed of trust or real estate contract, but
13 shall not include any instrument creating or evidencing solely a security interest
14 arising under the Uniform Commercial Code. "Mortgagee" means the holder of a
note secured by a mortgage, including the trustee and beneficiary under any
deed of trust and seller under a real estate contract. "Mortgagor" means the
party executing a Mortgage as obligor.

15 2.18 "Occupant" means any Person, other than an Owner, in
16 rightful possession of a Lot, whether as a guest, tenant or otherwise.

17 2.19 "Owner" means the record Owner, whether one or more
18 Persons, of fee simple title, whether or not subject to any Mortgage, of any Lot,
19 including contract purchasers, but excluding those having such interest merely as
20 security for the performance of an obligation. In the event that fee simple title to
any Lot is vested of record in a trustee pursuant to a deed of trust, legal title shall
be deemed to be in the grantor.

21 2.20 "Person" means an individual, corporation, partnership,
22 trustee or other entity capable of holding title to real property, and their respective
heirs, personal representatives, successors and assigns.

23 2.21 "President" means the duly elected or appointed President of
24 the Association.

25 2.22 "Property" means Chelan Vista Heights and any additional
26 real property made subject to this Declaration by annexation, but only after



1 completion of such annexation, together with all buildings, improvements and
2 other permanent fixtures of whatever kind now or hereafter located thereon, and
3 all easements, rights, appurtenances and privileges belonging or in any way
pertaining thereto.

4 2.23 "Proportionate Share" means that fraction wherein the
5 numerator is one and the denominator is the total number of lots in the Property.

6 2.24 "Record" or "Recording" means an instrument of record in, or
7 the act of recording an instrument with, the office of the County Auditor for
Chelan County, Washington.

8 2.25 "Single Family Residential Use" means the non-commercial
9 use for a single family. A family is an individual, or two (2) or more persons
10 related by blood or marriage, or a group of not more than three (3) persons,
11 excluding servants, who need not be related by blood or marriage, living together
as a single housekeeping unit in a dwelling unit.

12 2.26 "Supplemental Declaration" means a declaration of
13 covenants, conditions, restrictions and easements, or similar instrument,
14 annexing additional real property to the Property and subjecting such real
property to this Declaration.

15 2.27 "Survey" means the survey of Chelan Vista Heights as first
16 recorded in the official records of Chelan County, Washington, in Book 41, Pages
17 44-49, Chelan County Auditor's Number 2082406, as thereafter from time to time
18 amended or supplemented, together with all subsequent surveys of subdivision
19 for real property annexed to the Property. A survey may depict real property not
subject to this Declaration without effecting an annexation of such property or
subjecting it in any manner to the provisions hereof.

20 2.28 "Transition Date" means the date on which Developer's
21 control of the Association terminates.

22 3. RIGHTS OF ENJOYMENT

23 3.1 Owner's Right of Enjoyment. Every Owner and Occupant
24 shall have a nonexclusive easement for the use and enjoyment in and to the
25 Common Areas, and shall be subject to all of the easements, covenants,
26 conditions, restrictions and other provisions contained in this Declaration,
including, without limitation, the following provisions:



1
2 3.1.1 The right of the Association to establish reasonable
3 rules and regulations pertaining to or restricting the use of the Common Areas by
4 Owners, Occupants or other Persons.

5 3.1.2 The right of the Association to borrow money for the
6 purpose of improving, replacing, restoring or expanding the Common Areas or
7 adding new Common Areas and, in aid thereof, to mortgage said property,
8 provided that the rights of the lender hereunder shall be subordinated to the
9 rights of the Owners.

10 3.2 Waiver of Use. No Owner may exempt himself, and no
11 Owner shall be exempt, from personal liability for Assessments or release any
12 Lot owned by him from the liens, charges and other provisions of this
13 Declaration, the Articles, Bylaws, Association Rules or Design Guidelines, by
14 voluntary waiver of, or suspension or restriction of, such Owner's right to the use
15 and enjoyment of the Common Areas, or the abandonment of such Owner's Lot.

16 4. ASSOCIATION

17 4.1 Purpose of Association. The Association has been, or will
18 be, incorporated as a nonprofit corporation to serve as the governing body for all
19 of the Owners for the protection, improvement, alteration, maintenance, repair,
20 replacement, administration and operation of the Property; the assessment of
21 expenses, payment of losses, disposition of casualty insurance proceeds; and
22 other matters as provided in this Declaration, the Articles, Bylaws, Association
23 Rules or Design Guidelines. The Association shall not be deemed to be
24 conducting a business of any kind, and all funds received by the Association
25 shall be held and applied by it for the Owners in accordance with the provisions
26 of the Declaration, the Articles and the Bylaws.

4.2 Membership in Association. An Owner shall be entitled to
one membership in the Association for each Lot he owns so long as he is the
Owner of the Lot. Each Owner shall be entitled to one membership vote for each
Lot. If the Owner of a Lot is other than one individual, the Owner shall specify in
writing to the Association the individual who is the Member of the Association for
the Lot. In the absence of such written specification, Assessments shall
nevertheless be charged against the Lot and Owner thereof, but there shall be no
right to vote the membership. The Member must be an individual who is either
an Owner, or if the Owner is or includes a Person other than an individual, an
individual who is a partner, if the Owner is or includes a partnership; or an officer
of the corporation, if the Owner is or includes a corporation; or a beneficiary of



1 the trust, if the Owner is or includes a trust; or an Owner of the entity, if the
2 Owner is or includes a Person other than an individual, a partnership, a
3 corporation or a trust. The Member, as so specified, shall be the only Person
4 entitled to vote for the Owner of the Lot at Association meetings and elections.
5 An Owner may change the individual who is the Member for his Lot, provided
6 each such individual is eligible to be a Member hereunder, in such manner and
7 with such frequency, and subject to such reasonable processing fees, as the
8 Board from time to time may permit.

9
10 4.3 Board. Notwithstanding anything to the contrary in this
11 Article, during the first three years from the date this Declaration is recorded,
12 Developer shall appoint all three members of the Board. During the fourth year
13 after this Declaration is recorded, Members shall select two Board members, one
14 of which shall serve a two year term and one of which shall serve a three year
15 term, and the third member shall be the President. After the Transition Date,
16 which shall occur in the fifth year after the date this Declaration is recorded, the
17 President shall be replaced by a person elected by the Members who shall serve
18 for a three year term.

19 5. EASEMENTS

20 5.1 Mutual Road Easements. There is hereby granted a mutual
21 easement for ingress, egress and access among the Owners upon, across, and
22 over the roads maintained by the Association which are located on the Property.

23 5.2 Use of Common Areas. Each Owner shall have the
24 nonexclusive right to use the Common Areas in common with all other Owners
25 as required for the purposes of access and ingress to and egress from (and use,
26 occupancy and enjoyment of) any Lot owned by such Owner or Common Areas
available for the use of said Owner. Such right to use the Common Areas for
purposes of access and ingress and egress shall, subject to the Association
Rules, extend to each Owner, Occupant and the agents, servants, tenants, family
Members and invitees of each Owner. This right to use the Common Areas shall
be appurtenant to each respective Lot, subject to and governed by the provisions
of this Declaration, the Articles, Bylaws and Association Rules and such
reasonable limitations and restrictions as may from time to time be contained
therein.

5.3 Non-Association Neighbors. Owners of property neighboring
the Property shall be required to pay \$300 per year for any easement required
over the Property to pay for, among other things, road maintenance and snow
removal. For purposes of this Paragraph, pursuant to Section 14.4, the



1 Association shall have the power, on behalf of the Owners and Members, to
2 negotiate and execute any easement document.

3 **6. ASSESSMENTS**

4 **6.1 Creation of Lien and Personal Obligation.** Each Owner, by
5 acceptance of a deed or other conveyance of an interest in a Lot and/or title
6 thereto, is deemed to covenant and agree to pay to the Association Regular
7 Assessments and Special Assessments to be established and collected from
8 time to time as provided in this Declaration. The Assessments, together with
9 interest thereon, late charges, attorneys' fees, court costs and other costs of
10 collection shall be a continuing lien upon the Lot (or combined Lots as provided
11 in Section 10) against which the Assessments are made. Each Assessment,
12 together with such interest and other costs, shall also be the personal obligation
13 of the Owner to whom such Assessment relates. The personal obligation for
14 delinquent payments shall not pass to an Owner's successor in title unless
15 expressly assumed by him.

16 **6.2 Regular Assessments.** Each Owner shall pay as his Regular
17 Assessment for his Lot, \$300 per year until the Association changes the annual
18 fee. The Regular Assessment shall be used to pay for, among other things, road
19 maintenance, snow plowing and other Association business.

20 **6.3 Special Assessments.** Special Assessments shall be levied
21 by the Association against an Owner and his Lot to reimburse the Association
22 for:

23 **6.3.1** Costs incurred in bringing an Owner or his Lot into
24 compliance with the provisions of this Declaration, the Articles, Bylaws,
25 Association Rules or Design Guidelines;

26 **6.3.2** Any other charge designated as Special Assessment
in this Declaration, the Articles, Bylaws or Association Rules;

6.3.3 Fines levied or fixed by the Board as provided herein;
and

6.3.4 Attorneys' fees, interest and other costs or charges
provided to be paid as, or which are incurred in connection with, a Special
Assessment in accordance with this Declaration, the Articles, Bylaws,
Association Rules or Design Guidelines.



1 6.4 Uniform Assessment. The Regular Assessment for each Lot
2 shall be uniform.

3 6.5 Time and Manner of Payment; Late Charges and Interest.
4 Assessments shall be due and payable by Owners in such manner and at such
5 times as the Association shall designate. If not paid when due but paid within ten
6 days after its due date, each such Assessment shall have added to it a late
7 charge equal to ten percent (10%) of the amount of Assessment, or such other
8 charge as the Board may specify from time to time. Thereafter, any such
9 delinquent Assessment and the applicable late charge shall bear interest from
10 the tenth day after the date the Assessment was due at twelve percent (12%) per
11 annum until paid. The Association may, in its discretion and without waiving the
12 imposition of a late charge or interest in any other instance, waive the late charge
and/or interest in any particular instance. A delinquent Owner shall also be liable
for attorneys' fees and other related costs incurred by the Association as a result
of such delinquency, and if any suit, action or arbitration proceeding is brought to
collect any such Assessment or charge, then there shall be added to the amount
thereof costs of suit and reasonable attorneys' fees to be fixed by the court and
included in any judgment or award rendered thereon.

13 6.6 No Offsets. All Assessments shall be payable in the amount
14 specified in the Assessment or notice of Assessment and no offset against such
15 amount shall be permitted for any reason, including, without limitation, a claim
16 that (a) the Association, the Board, the President or Developer is not properly
17 exercising its duties and powers as provided in this Declaration; (b) Assessments
for any period exceed Common Expenses; or (c) an Owner has made, and elects
to make, no use of the Common Areas.

18 6.7 Homestead Waiver. Each Owner, to the extent permitted by
19 law, hereby waives, to the extent of any liens created pursuant to this
20 Declaration, whether such liens are now in existence or are created at any time
21 in the future, the benefit of any homestead or exemption laws of the State of
Washington in effect, or in effect from time to time hereafter.

22 6.8 Certificate of Payment. Any Person acquiring an interest in
23 any Lot shall be entitled to a certificate from the Association setting forth the
24 amount of due but unpaid Assessments relating to such Lot, if any, and such
25 person shall not be liable for, nor shall any lien attach to the Lot in excess of, the
26 amount set forth in the certificate, except for Assessments which occur or
become due after that date.



1 6.9 Pledge of Assessment Rights as Security. The Association
2 shall have the power to pledge the right to exercise its assessment powers and
3 rights provided for in this Declaration as security; provided, however, that any
4 such pledge occurring after the Transition Date shall require the prior affirmative
5 vote of the holders of the majority of the votes represented at a duly noticed
6 meeting of the Members or written assent of the Majority of Members.

7 6.10 Exemption of Unsold Lots. Notwithstanding anything in this
8 Section to the contrary, prior to the Transition Date, no Assessments shall be
9 levied upon, or payable with respect to, any Lot owned by Developer, or an
10 affiliate of Developer, or by any trustee for any of the aforesaid Persons, until
11 such Lot has been conveyed by the Developer or trustee to a non-affiliated
12 purchaser.

13 7. INSURANCE

14 7.1 Authority to Purchase. The Association shall have the power
15 and authority to purchase and maintain such public liability, casualty, officers' and
16 directors' liability and indemnity, workmen's compensation and other insurance,
17 and such fidelity bonds as the Board shall deem necessary or appropriate from
18 time to time. Such policies shall be on such terms and conditions as the Board
19 shall direct. All such policies and claims hereunder shall be administered by the
20 Board.

21 7.2 Owner's Responsibility. It shall be each Owner's
22 responsibility to provide any insurance on his own Lot, additions and
23 improvements thereto, furnishings and personal property therein, his personal
24 property stored elsewhere within the Property, his personal liability to the extent
25 not covered by public liability insurance obtained by the Association, and such
26 other insurance as the Owner desires.

27 7.3 Non-Liability of Association, Board and Officers. Neither the
28 Association nor any member of the Board, any officer of the Association, nor
29 Developer shall be liable to any Owner, Mortgagee or other Person if any risks or
30 hazards are not covered by insurance or if the amount of insurance is not
31 adequate, and it shall be the responsibility of each Owner to ascertain the
32 coverage and protection afforded by the Association's insurance and to procure
33 and pay for such additional insurance coverage and protection as the Owner may
34 desire.

35 7.4 Premiums. Premiums upon insurance policies purchased by
36 the Association shall be paid by the Association as a Common Expense, except



1 that the amount of increase over any annual or other premium occasioned by the
2 use, misuse, occupancy or abandonment of a Lot or its appurtenances or
3 Common Areas, by an Owner or Occupant or the agent, employee or invitee of
either, shall be assessed against that particular Owner as a Special Assessment.

4 7.5 Insurance Claims. The Association, through such persons
5 as the Board may delegate to represent the Owners in connection therewith, is
6 hereby irrevocably appointed and authorized, subject to the provisions contained
7 herein, to adjust all claims arising under insurance policies purchased by the
8 Association and to execute and deliver releases upon the payment of claims, and
9 to do all other acts reasonably necessary to accomplish any of the foregoing.
The Board, at its discretion, may appoint an authorized representative, or enter
into an insurance trust agreement wherein the trustee shall have authority, to
negotiate losses under any policy purchased by the Association.

10 7.6 Benefit. Except as otherwise provided herein, all insurance
11 policies purchased by the Association shall be for the benefit of, and any
12 proceeds of insurance received by the Association or any insurance trustee shall
13 be held or disposed of for the Association and the Owners, as their interests may
appear.

14 8. MAINTENANCE, REPAIRS AND REPLACEMENTS

15 8.1 Owner's Responsibility. Each Owner shall furnish and be
16 responsible for, at his own expense, all of the maintenance, repairs and
replacements within his own Lot.

17 8.2 Maintenance of Common Areas. Except as otherwise
18 provided herein to the contrary, maintenance, repairs and replacements of the
19 Common Areas shall be furnished by the Association as part of the Common
20 Expenses, subject to the Bylaws and Association Rules. If, due to the act or
21 neglect of an Owner or Occupant of such Owner's Lot, or the invitee, guest or
22 other authorized visitor of either, damage shall be caused to the Common Areas
23 or to a Lot or Lots owned by others, or maintenance, repairs or replacement shall
24 be required which would otherwise be a Common Expense, then such Owner
shall pay for the damage and for such maintenance, repairs and replacements as
may be determined necessary or appropriate by the Association, to the extent
not covered by the Association's insurance. Such obligation shall be a Special
Assessment secured by the lien provided for in this Section.

25 8.3 Right of Access. An authorized representative of the
26 Association, and all contractors, repairmen or other agents employed or engaged



1 by the Association, shall be entitled to reasonable access to each of the Lots as
2 may be required in connection with maintenance, repairs or replacements of or to
3 the Common Areas or any equipment, facilities or fixtures affecting or serving
4 other Lots and the Common Areas, or to perform any of the Association's duties
5 or responsibilities, including without limitation the administration and enforcement
6 of the Design Guidelines.

9. ARCHITECTURAL AND LANDSCAPE CONTROL

9.1 Approval and Conformity of Drawings and Specifications.

7 No building, fence, wall or other structure or improvement of whatever type shall
8 be commenced, erected or maintained upon the Property, nor shall there be any
9 addition to or change to the exterior of any residence or other structure of
10 improvement upon a Lot, landscaping, grading or drainage thereof, including,
11 without limitation, the painting (other than painting with the same color and type
12 of paint as previously existed) of exterior walls, patio covers and fences, except
13 in compliance with drawings and specifications thereof which have been
14 submitted to and approved by the Board in accordance with the Design
15 Guidelines as to harmony of external design and location in relation to
16 surrounding structures and topography.

17 9.2 Board Control. The Board shall meet monthly at the time
18 and place determined by it to consider and approve building plans. To have
19 plans considered, complete plan specification must be submitted at least ten
20 days prior to the scheduled meeting. If the plans are complete and meet the
21 requirements of this Declaration, the Bylaws, Articles, Association Rules and
22 Design Guidelines, then the plans will be approved at this meeting. One set of
23 plans with signed approval by all Board members is required and must be on the
24 job site at all times.

25 9.3 Design Guidelines. The Board shall establish reasonable
26 procedural rules, regulations, restrictions, architectural standards and Design
Guidelines (the "Design Guidelines"), which the Board may, from time to time in
its sole discretion, amend, repeal or augment. The Design Guidelines shall be
deemed to be a part of this Declaration and shall be binding on all Owners,
Members or other Persons. A copy of the current Design Guidelines shall at all
times be a part of the Association's records. The Design Guidelines may include,
among other things, those restrictions and limitations set forth below:

9.3.1 Time limitations for the completion, within specific
periods after approval, of the improvements for which approval is required
pursuant to the Design Guidelines.



1
2 9.3.2 Procedures for assuring conformity of completed
3 improvements to drawings and specifications approved by the Board; provided,
4 however, as to purchasers and encumbrancers in good faith and for value,
5 unless notice of noncompletion or nonconformance identifying the violating Lot
6 and specifying the reason for the notice, executed by the Design Committee,
7 shall be recorded with the County Auditor, and given to the Owner of such Lot
8 within one year of the expiration of the time limitation prescribed pursuant to
9 Section 9.2.1 above, or, if later, within one year following completion of the
10 improvement, or unless legal proceedings shall have been instituted to enforce
11 compliance or completion within said one-year period, the completed
12 improvements shall be deemed to be in compliance with plans and specifications
13 approved by the Board and in compliance with the architectural standards of the
14 Association and this Declaration, but only with respect to purchasers and
15 encumbrancers in good faith and for value.

11 9.3.3 Such other limitations and restrictions as the Board in
12 its reasonable discretion shall adopt, including, without limitation, the regulation
13 of all landscaping (including without limitation absolute prohibition of certain types
14 of landscaping and trees), construction, reconstruction, exterior addition, change
15 or alteration to or maintenance of any building, structure, wall or fence, including,
16 without limitation, the nature, kind, shape, height, materials, exterior color,
17 surface texture, and location of any such improvement.

16 9.4 General Provisions.

17 9.4.1 The Board may assess reasonable fees in connection
18 with its review of drawings and specifications.

19 9.4.2 The Board may delegate its drawings and
20 specifications review responsibilities, except final review and approval as may be
21 required by the Design Guidelines, to one or more of its members or architectural
22 consultant(s). Upon such delegation, the approval or disapproval of drawings
23 and specifications by such member or consultant(s) shall be equivalent to
24 approval or disapproval by the entire Board.

23 9.4.3 The address of the Board shall be the address
24 established for giving notice to the Association, unless otherwise specified in the
25 Design Guidelines. Such address shall be the place for the submittal of drawings
26 and specifications and the place where the current Design Guidelines shall be
kept.



1 9.4.4 The establishment of the Board and the procedures
2 herein for architectural approval shall not be construed as changing any rights or
3 restrictions upon Owners to maintain or repair their Lots as may otherwise be
specified in this Declaration, the Bylaws or Association Rules.

4 9.5 Non-Liability for Approval of Drawings and Specifications.

5 Drawings and specifications shall be approved by the Board as to style, exterior
6 design, appearance and location, and are not approved for engineering design or
7 for compliance with zoning and building ordinances, and by approving such
8 drawings and specifications neither the Board, the Association, any member, any
9 officer or director of the Association, nor Developer assumes any liability or
10 responsibility therefore, or for any defect in any structure constructed from such
11 drawings and specifications. Neither the Board, the Association, any Member,
12 any officer or director of the Association, nor Developer shall be liable to any
13 Owner or other Person for any damage, loss or prejudice suffered or claimed on
14 account of (1) the approval or disapproval of any drawings and specifications,
15 whether or not defective, (b) the construction or performance of any work,
16 whether or not pursuant to approved drawings and specifications, (c) the
17 development, or manner of development of any property within the Property, (d)
18 the change of the natural grade of any Lot, or (e) the execution and filing of an
19 estoppel certificate pursuant to the Design Guidelines, whether or not the facts
20 therein are correct; provided, however, that such action, with the actual
21 knowledge possessed by him, was taken in good faith. Approval of drawings and
22 specifications by the Board, or the approval of change in the size, or a change in
23 the natural grade of any Lot is not, and shall not be deemed a representation or
24 warranty that said drawings, specifications or changes comply with applicable
25 governmental ordinances or regulations including, but not limited to, zoning
26 ordinances and building codes.

19 9.6 Inspection and Recording of Approval.

20 Any member or
21 authorized consultant of the Board, or any authorized officer, director, employee
22 or agent of the Association, may at any reasonable time enter without being
23 deemed guilty of trespass, upon any Lot, after reasonable notice as provided
24 herein to the Owner, in order to inspect improvements constructed or being
25 constructed on such Lot, to ascertain that such improvements or changes have
26 been or are being built in compliance with the Design Guidelines and this
Declaration. The Board shall cause such an inspection to be undertaken within
30 days of a request thereof from any Owner as to his Lot, and if such inspection
reveals that the improvements located on such Lot have been completed in
compliance with this Section and the Design Guidelines, the Board shall provide
to such Owner a notice of such approval in recordable form which, when
recorded, shall be conclusive evidence of compliance with the provisions of this



1 Section and the Design Guidelines as to the improvements or changes described
2 in such recorded notice, but as to such improvements or changes only.

3 10. USE AND OCCUPANCY RESTRICTIONS

4 10.1 Violation of Law or Insurance. No Owner shall permit
5 anything to be done or kept in or upon his Lot or in or upon any Common Areas
6 which will result in the cancellation, or increase in premium, or reduction in
7 coverage of insurance carried by the Association or which would be in violation of
8 any law.

8 10.2 Signs.

9 10.2.1 No signs of any kind shall be displayed to the public
10 view on any lot, except builders, the Developer or their agents may display one
11 sign of not more the 9 sq. ft., advertising the property for sale during the
12 construction and sales period.

12 10.2.2 Notwithstanding Section 10.2.1, no "For Sale" signs
13 shall be placed on any vacant Lot for a period of four (4) years from the date of
14 original purchase by any party other than the Developer or his agent.

15 10.3 Animals. No animals, livestock, or poultry of any kind shall
16 be raised, bred, or kept on any lot except that dogs, cats (or other household
17 pets) and horses may be kept, provided that they are not kept, bred, or
18 maintained for commercial purposes. Outdoor pets must be contained on the
19 Owner's Lot and controlled from chasing and harassing wild animals or other
20 pets.

19 10.4 Nuisances; Construction Activities. No activity shall be
20 carried on upon any lot or permitted thereon which may be or become a nuisance
21 to the neighborhood.

21 10.5 Antennas. No radio or TV antenna, or transmitters shall
22 extend more than six (6) feet above the roof ridgeline of a dwelling. Satellite
23 dishes are permitted, provided they are dark brown or black color for aesthetic
24 purposes, or otherwise permitted by federal law.

24 10.6 Refuse.

25 10.6.1 No trash, garbage, rubbish, refuse or other solid
26 waste of any kind, including particularly inoperable automobiles, appliances and



1 furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on
2 any part of the subdivision. Garbage and similar solid waste shall be kept in
3 sanitary containers well suited for that purpose.

4 10.6.2 In the event any such conditions shall exist upon
5 any Lot, the Association may use legal powers provided that this provision shall
6 in no way abridge any rights of any Owner existing under the common law or
7 statutes of the State of Washington.

8 10.6.3 The Association shall have the right and power to
9 correct the violation or default and shall have a lien against the property upon
10 which the violation or default occurs from the date of filing for record and notice
11 thereof, which lien, together with costs and attorneys fees may be enforced in the
12 same manner as hereinafter provided for foreclosure of liens.

13 10.7 Mining. No Lot shall be used in any manner to explore for or
14 remove any water, oil or other hydrocarbons or minerals of any kind or earth
15 substance of any kind.

16 10.8 Safe Condition. Without limiting any other provision in this
17 Section, each Owner shall maintain and keep his Lot at all times in a safe, sound
18 and sanitary condition and repair and shall correct any condition and refrain from
19 any activity which might interfere with the reasonable enjoyment by other Owners
20 of their respective Lots or the Common Areas.

21 10.9 Fires. There shall be no exterior fires, except barbecue.
22 Other fires may be used, while snow is on the ground, for burning slash, etc.,
23 provided that permission is granted from the Board and permits are secured from
24 the Department of Natural Resources and the Chelan County Fire District No. 1.

25 10.10 Rental of Lots. An Owner who leases or otherwise grants
26 occupancy rights to his Lot to any Person shall be responsible for assuring
compliance by the Occupant with all of the provisions of this Declaration, the
Articles, Bylaws, Association Rules and Design Guidelines, all as amended and
supplemented from time to time, and shall be jointly and severally responsible for
any violations by the Occupant thereof.

10.11 Enforcement. The Association or its authorized agents
may enter any Lot in which a violation of these restrictions exists and may correct
such violation at the expense of the Owner of such Lot. Such expenses, and
such fines as may be imposed pursuant to the Bylaws, Association Rules or
Design Guidelines, shall be a Special Assessment secured by a lien upon such



1 Lot enforceable in accordance with the provisions of Section 6 hereof. All
2 remedies described in Section 11 and all other rights and remedies available at
3 law or equity shall be available in the event of any breach by any Owner,
Member, Occupant or other Person of any provision of this Section.

4 10.12 Hunting. There shall be no hunting or trapping of any kind
5 within the boundaries of the Property.

6 10.13 Electrical and Telephone Service. No outdoor overhead
7 wire or service drop for the distribution of electric energy or for
8 telecommunications purposes, nor any pole, tower or other structure supporting
9 said outdoor overhead wires shall be erected, placed or maintained. All Owners
shall use underground service to connect to the underground electrical or
telephone utility facilities.

10 10.14 Business. No store or business shall be carried on upon
11 said premises or permitted thereon which involves on-premises sales with on-
12 premises customers or which constitutes a nuisance.

13 10.15 Temporary Dwellings.

14 10.15.1 No mobile homes, trailers, basement, tent or other
15 outbuildings shall be used on any lot at any time, either temporarily or
16 permanently, as a residence, except during actual construction of a permanent
structure when such use shall be limited to eight (8) months as expressly
permitted by the Board.

17 10.15.2 No outhouse or lavatory for privy purposes shall
18 be erected or maintained or placed on any lot or lots; such convenience must be
19 incorporated within or be a part of the building to which they appertain, except
during actual construction of a permanent structure.

20 10.16 Natural Drainage.

21 10.16.1 No Owner shall change or interfere with the
22 natural drainage of any part of the developed area without the prior written
23 approval of the Board.

24 10.16.2 All driveways, connecting the Lots to the Common
25 Area, shall have a culvert pipe in the road ditch at least 18" in diameter.
26



1 10.17 Firearms. The use of firearms or explosives, including
2 fireworks, is prohibited, except the use of explosives as is required for
3 construction work duly authorized by the Board.

4 10.18 Spark Arrestors. Spark arrestors of a type approved by
5 the local Chelan County Fire District must be installed on chimneys.

6 10.19 Landscaping.

7 10.19.1 Natural landscaping shall be maintained to the
8 greatest extent possible.

9 10.19.2 An area clear of under brush shall be maintained
10 around each structure for a distance of at least fifty (50) feet.

11 10.19.3 Removal and disruption of vegetative cover shall
12 be minimized to protect the existing vegetation to the fullest extent possible.
13 Disturbed areas shall be re-seeded or landscaped.

14 10.19.4 The Board shall determine whether any given
15 trees, hedges or shrubs unreasonably interfere with the rights of other Owners'
16 use and enjoyment.

17 10.20 Noxious Use of Property. No noxious, illegal or offensive
18 use of property shall be carried on upon any Lot nor shall anything be done
19 thereon which may be or become an annoyance or nuisance to the neighbors.

20 10.21 Building Covenants.

21 10.21.1 Single Family Dwellings. No structure shall be
22 erected on any Lot except one single-family residential dwelling and associated
23 accessory structures.

24 10.21.2 Accessory Structures. Any accessory structures
25 shall be compatible with the main dwelling on each Lot.

26 10.21.3 Materials. The use of new materials on all exterior
surfaces shall be required, except that used brick is permissible. Exteriors
constructed from materials indigenous to the Pacific Northwest are preferred. 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.



10.21.4 Building Site. A building site shall consist of a portion of a Lot as shown on the Survey and designated as a building site by the Board provided the same shall be in compliance with the then existing and effective laws and regulations of the County and the State of Washington.

10.21.5 Dwelling Size. All structures must be placed on a continuous foundation. No dwelling shall be constructed having a fully enclosed main floor living area of less than 1400 square feet exclusive of patio, decks, porches, carports, sheds, and garages. The style and color of the accessory structures shall match the house.

10.21.6 Dwelling Exterior. All exterior trim shall be uniform in style and color. The exterior siding color and roof color shall be earth tones or other approved colors and shall be uniform throughout the exterior of the structure. The color of the exterior of the building shall be included which the plans are submitted to the Board for approval. The exterior finish of the structures shall not be tarpaper, plywood, pressboard, canvas or sheet metal.

10.21.7 Manufactured Homes. No manufactured or pre-built homes are permitted on the Property.

10.21.8 Dwelling Timeline. Any dwelling or structure erected in said subdivision shall be completed as to external appearance, including finished painting, within nine months from the date of commencement of construction; provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, or orders of governmental authorities or any other interruption beyond the control of the Owner.

10.21.9 Height Limit. No structure on any lot shall exceed a height which unreasonably interferes with the other Owners' use and enjoyment of their respective Lots. The Board shall determine whether the height of any proposed structure unreasonably interferes with those rights and such determination shall be conclusive.

10.21.10 Propane Tanks. Propane tanks and other tanks shall be located on the site plan. The tanks shall be located to minimize visual impact. Above ground tanks must be screened and shall be included in the site plan.



10.21.11 Setback Limits. No structure shall be placed on any Lot nearer than 100 feet to any front, rear, or side line except upon the approval of the adjacent Owner and the Board as set forth in these covenants. Prior to approval of building plans, each Owner must demonstrate to the satisfaction of the Board the exact location of all setback corners, which should be marked appropriately.

10.21.12 Roofs. No building or structure shall be permitted unless it has a "Class A" roof in accordance with Uniform Building Code requirements. No metal roofs will be permitted, except individual metal shakes, individual metal tile, slate or copper. Treated wood shakes and shingles, cement tile or concrete tile roofing materials are hereby approved.

10.22 Modification. The Board may modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Property and Lots by reasonable rules and regulations of general application adopted by the Board from time to time, which shall be incorporated into the Association Rules.

10.23 Subdivision. To protect the privacy and open space of Chelan Vista Heights, no lot may be further subdivided to less than 20 acres until January 1, 2011.

11. REMEDIES

11.1 General Remedies. In the event of any default by any Owner, Occupant or other Person under the provisions of this Declaration, the Articles, Bylaws, Association Rules or Design Guidelines, the Association, or its successors or assigns, or its agents, or Developer shall have each and all of the rights and remedies which may be provided for in this Declaration, the Articles, Bylaws, Association Rules or Design Guidelines, or which may be available at law or equity, and may prosecute any action or other proceedings against such defaulting Owner, Occupant or other Persons for an injunction, whether affirmative or negative, or for enforcement or foreclosure of the lien herein provided in the manner provided under the laws of the State of Washington, and the appointment of a receiver for the Lot, or for damages or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Lot and to rent the Lot and apply the rents received to payment of unpaid Assessments and interest accrued thereon, and to sell the same as in this Section; provided, or for any combination of remedies or for any other relief, all without notice and without regard to the value of the Lot or the solvency of such Owner. The proceeds of any such rental or sale shall first be paid to



1 discharge court costs, other litigation costs, including without limitation
2 reasonable attorneys fees, expert witness fees, and all other expenses of the
3 proceeding and sale, and all such items shall be taxed against the defaulting
4 Owner until final judgment. Any balance of proceeds after satisfaction of such
5 charges and any unpaid Assessments hereunder or any liens shall be paid to the
6 Owner. Upon the confirmation of the sale, the purchasers thereupon shall be
7 entitled to a deed to the Lot and to immediate possession of the Lot and may
8 apply to the court for a writ of restitution for the purpose of acquiring such
9 possession, and it shall be a condition of any such sale, and the judgment shall
10 so provide, that the purchaser shall take the interest in the property sold subject
11 to this Declaration.

12
13 11.2 Expenses of Enforcement. All expenses of the Association
14 or Developer, or other Person granted rights of enforcement hereunder, in
15 connection with any action or proceeding described or permitted by this Section,
16 including court costs, reasonable attorneys' fees, expert witness fees and other
17 fees and expenses, and all damages, liquidated or otherwise, together with
18 interest thereon until paid at twelve percent (12%) per annum, shall be charged
19 to and assessed against such defaulting Owner and shall be a Special
20 Assessment against such Owner and his Lot and the Association shall have a
21 lien as provided in Section 6 thereof. In the event of any such default by any
22 Owner or other Person, the Association and Developer, and the manager or
23 managing agent of the Association, if so authorized by the Board, shall have the
24 authority to correct such default and to do whatever may be necessary for such
25 purpose, and all expenses in connection therewith shall be charged to and
26 assessed against such defaulting Owner and his Lot as a Special Assessment,
which shall constitute a lien against the defaulting Owner's Lot as provided in
Section 6. Any and all such rights and remedies may be exercised at any time
and from time to time, cumulatively or otherwise, by the Association or
Developer.

11.3 Legal Action. In addition to any other remedies available
under this Section, if any Owner (either by his conduct or by the conduct of any
Occupant of his Lot or family Member, guest, invitee or agent) shall violate any of
the provisions of this Declaration, or the Articles, Bylaws, Association Rules or
Design Guidelines, as then in effect, then the Association, Developer or any
affected or aggrieved Owner, shall have the power to file an action against the
defaulting Owner for a judgment or injunction against the Owner or such other
Person requiring the defaulting Owner or other Person to comply with the
provisions of this Declaration, or the Articles, Bylaws, Association Rules or
Design Guidelines, and granting other appropriate relief, including money
damages.



11.4 Limitation on Developer's Liability. Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Lot and becoming an Owner, acknowledges and agrees that neither Developer (including without limitation any assignee of the interest of Developer hereunder) nor any director, officer or shareholder of Developer (or any partner or shareholder in any such assignee) shall have any personal liability to the Association, or any Owner, Member or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration or the Association except, in the case of Developer (or its assignee), to the extent of its interest in the Property; and, in the event of a judgment, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets, of the judgment debtor.

12. AMENDMENT

12.1 Amendment to Declaration. Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration" which sets forth the entire amendment. Except as otherwise specifically provided in this Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Members. Amendments may be adopted at a duly held meeting of the Members upon the approval thereof of a Majority of Members, or without any meeting if all Members have been duly notified and if a Majority of Members consent in writing to such amendment. In all events, the amendment, when adopted, shall bear the signature of the President and shall be attested by the secretary of the Association, who shall state whether the amendment was properly adopted, and shall be acknowledged by them as officers of the Association. Amendments, once properly adopted, shall be effective upon recording of the Amendment to Declaration in the appropriate governmental offices, or at such later date as may be specified in the Amendment.

12.2 Amendment of Survey. Except as otherwise provided herein, the Survey may be amended by revised versions or revised portions thereof referred to and described as to effect an amendment to this Declaration adopted as provided for herein. Such amendment to the Survey shall be effective, once properly adopted, upon recordation in the appropriate governmental office in conjunction with the Declaration amendment.

12.3 Developer's Right to Amend. Notwithstanding any other provision of this Section, through the year 2001, Developer reserves the right to



1 amend this Declaration or the Survey without the approval of the Board or the
2 Members; provided, however, that no such amendment shall have the effect of
3 changing the boundaries of an Owner's Lot without the consent of the Owner;
4 and provided, further, that after the conveyance of the first Lot to an Owner,
5 Developer may not amend the following provisions of this Declaration without the
6 approval at a duly held meeting of the Members of a majority of all of the
7 Members except Developer, or without a meeting if the consent of said majority
8 is obtained in writing: this Section 12.3 to decrease the rights of Members
9 hereunder, or Section 13 to delay the initial effective period of this Declaration.

10
11 **13. TERM: TERMINATION**

12 This Declaration shall be effective upon the date of recordation
13 hereof and, as amended from time to time, shall continue in full force and effect
14 until terminated by the affirmative vote of seventy five (75%) percent of Members.

15
16 **14. GENERAL PROVISIONS**

17 **14.1 Notices.** Notices to the Association provided for in this
18 Declaration, the Bylaws, or Association Rules, shall be in writing and shall be
19 addressed to the Association at the address specified in the Bylaws. The
20 Association may designate a different address or addresses for notice by giving
21 written notice of such change of address to all Owners at such time. All notices
22 to Owners shall be to their respective Lots or the last address shown on the
23 records of the Association. Any Owner may designate a different address or
24 addresses for notices to him by giving written notice of his change of address to
25 the Association. Notices addressed as above shall be deemed delivered when
26 mailed by United States registered or certified mail, or when delivered in person.
Any notice to an Owner also shall constitute notice to the Member entitled to
exercise the Association membership rights for that Owner's Lot.

14.2 Severability. If any provision of this Declaration, the Articles,
Bylaws, Association Rules or Design Guidelines, or any section, clause,
sentence, phrase or word, or the application thereof in any circumstances, is held
invalid, the validity of the remainder of this Declaration, the Articles, Bylaws,
Association Rules or Design Guidelines, and of the application of any such
provision, section, sentence, clause, phrase or word in any other circumstances,
shall not be affected thereby, and the remainder of this Declaration, the Articles,
Bylaws, Association Rules and Design Guidelines shall be construed as if such
invalid part was never included.

14.3 Mortgage of Lots. Each Owner shall have the right subject



1 to the provisions hereof, to make separate Mortgages for his respective Lot. No
2 Owner shall have the right or authority to make or create or cause to be made or
3 created any Mortgage, or other lien or security interest, on or affecting the
Property or any part thereof, except only to the extent of his Lot.

4 14.4 Power of Attorney. Unless otherwise specifically restricted
5 by the provisions of this Declaration, in any instance in which the Association is
6 empowered to take any action or do any act, including but not limited to action or
7 acts in connection with the Common Areas or sale thereof, which may at any
8 time be deemed to require the act of an Owner or Member, the Owners and
9 Members and each of them hereby constitute and appoint the Association as
10 their attorney-in-fact for the purpose of taking such action or doing such acts,
11 including but not limited to executing, acknowledging and delivering any
12 instruments or documents necessary, appropriate or helpful for such purposes. It
13 is acknowledged this power of attorney is irrevocable and coupled with an
interest, and upon becoming an Owner or a Member of the Association or by the
acceptance of a deed for a Lot or by signing a contract for purchase of a Lot or
by succeeding in any other manner to the ownership of a Lot, or any interest
therein, or a membership in the Association, each Owner and Member shall be
deemed and construed to have ratified and expressly granted the above power of
attorney.

14 CHELAN DEVELOPMENT COMPANY, L.L.C.
15 A Washington Limited Liability Company

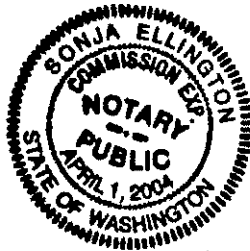
16
17 By Peter Walters
18 PETER WALTERS, Vice President
19
20
21
22
23
24
25
26



1 STATE OF WASHINGTON)
2) ss.
3 COUNTY OF CHELAN)

4 I CERTIFY that I know or have satisfactory evidence that PETER
5 WALTERS is the person who appeared before me, and said person
6 acknowledged that he signed this instrument, on oath stated that he was
7 authorized to execute the instrument and acknowledged it as the Vice-President
8 of CHELAN DEVELOPMENT COMPANY, L.L.C., a Washington limited liability
9 company, to be the free and voluntary act of such parties for the uses and
10 purposes mentioned in the instrument.

11 DATED this 3rd day of November, 2000.



12 Sonja Ellington
13 Typed/Printed Name Sonja Ellington
14 NOTARY PUBLIC in and for the
15 State of Washington, residing
16 in E Wenatchee
17 My appointment expires 4/1/2004



Return Address:
Chelan County Planning
411 Washington Street
Wenatchee, WA 98801

(Staff only)
CE Application No. 2006-028
CE pursuant to section(s) 808.110
of the Chelan County Subdivision Code
Type of CE _____

Chelan County

20 acre seq
rec. # 015246

Application for

CERTIFICATE OF EXEMPTION

1. Applicant's Name PETER H. WALTERS, VICE PRES. CHELAN DEVELOPMENT CO.
Project Address CHELAN VISTA HEIGHTS, NORTH OF CITY OF CHELAN
Mailing Address PO BOX 39638
City LAKEWOOD State WA Zip 98439
Home Phone 253-875-8628 Business Phone 253-209-4496
* additional names on page _____ of document

2. LOCATION OF PROPERTY
Township 28 N Range 23 E Section 30 & 31 Within Chelan County, WA

3. Legal Description (abbreviated: i.e. lot, block and plat or section, township, range)
CHELAN VISTA HEIGHTS - SURVEY 47/30 & 47/31

☐ Additional legal is on page _____ of document.

28-23

4. Assessor's Parcel Number(s): 30-330000, 31-100050, 31-210000, 31-220050,
31-230000

* Will there be additional names? If so, notation needs to be added.

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Chelan Co, WA

CHELAN COUNTY PLANNING DE

CE

\$ 42.00

5. EXISTING PARCEL(S) INFORMATION. Provide the following information for each existing tax parcel. (note: attach additional pages if required)

Tax Parcel Number(s)	Size (in acres)	Zoning Category	Comp. Plan Designation
28-23-30-330000	145.29	RR-20	RR-20
28-23-31-100050	24.22	↓	↓
28-23-31-210000	40.00		
28-23-31-220050	30.00		
28-23-31-230000	51.00	↓	↓

6. SPECIAL TAX CLASSIFICATION. If you have a special tax classification for any of the parcels listed in item #3, such as Open Space or Timber, then you must answer the following (contact the assessor's office for information): **NOT APPLICABLE**

- a. What is your specific tax classification? _____
- b. Will the new lots meet all of the requirements for this special tax classification?
Yes _____ No _____
- c. If not, then have you removed these parcels from these optional state-authorized programs? This includes paying any back taxes or penalties.
Yes _____ No _____
- d. Have you attached to this CE application *Evidence of Payment* from the County Treasurer for each parcel that is being removed from either of these programs?
Yes _____ No _____

7. PROPERTY USE

- a. Describe existing use of property: UNDEVELOPED ACREAGE
- b. Describe intended use of property: SUBDIVIDE AND SELL LOTS, EACH 20 ACRES MINIMUM



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Chelan Co, WA

8. ACCESS EASEMENTS:

If you are accessing the lot(s) via an access/road easement (not accessed by a state hwy, county road, or an approved private road), you must provide a copy of the recorded access/road easement(s).

9. FOR EACH PROPOSED LOT(S), COMPLETE THE TABLE(S) BELOW. Designate the lot number(s), lot size, public road name (if applicable), and legal description(s) for each lot(s).

LOT NUMBER:	23	SIZE (ACRES):	20.38
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AFN 2205214, RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	24	SIZE (ACRES):	22.10
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AFN 2205214 RECORDED CHELAN COUNTY BOOK 47 PAGE 31		



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CE \$ 42.00

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Chelan Co, WA

LOT NUMBER:	25	SIZE (ACRES):	20.97
PUBLIC ROAD NAME:	EAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AFN 2205214 RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	26	SIZE (ACRES):	20.30
PUBLIC ROAD NAME:	EAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AFN 2205214 RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	27	SIZE (ACRES):	20.38
PUBLIC ROAD NAME:	EAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AFN 2205214 RECORDED CHELAN COUNTY BOOK 47 PAGE 31		



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CHELAN COUNTY PLANNING DE

CE \$ 42.00

Chelan Co, WA

LOT NUMBER:	28	SIZE (ACRES):	20.50
PUBLIC ROAD NAME:	EAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AEN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	29	SIZE (ACRES):	20.10
PUBLIC ROAD NAME:	EAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN ON SURVEY AEN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	30	SIZE (ACRES):	20.04
PUBLIC ROAD NAME:	EAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AEN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		



CHELAN COUNTY PLANNING DE.

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Chelan Co, WA

LOT NUMBER:	31	SIZE (ACRES):	20.25
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY APN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	32	SIZE (ACRES):	20.33
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY APN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	33	SIZE (ACRES):	20.28
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY APN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		



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Chelan Co, WA

CHELAN COUNTY PLANNING DE

CE \$ 42.00

LOT NUMBER:	34	SIZE (ACRES):	20.49
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AEN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	35	SIZE (ACRES):	21.65
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AEN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		

LOT NUMBER:	36	SIZE (ACRES):	20.22
PUBLIC ROAD NAME:	CAGLE GULCH ROAD		
LEGAL DESCRIPTION:	AS SHOWN SURVEY AEN 2205214		
	RECORDED CHELAN COUNTY BOOK 47 PAGE 31		



**10. SIGNED, DATED, AND NOTARIZED SIGNATURES FOR ALL PERSONS
HAVING A FINANCIAL INTEREST IN THIS PROPERTY**

I (we), the undersigned, swear under penalty of perjury that the above responses and accompanying documentation are made truthfully and to the best of my (our) knowledge. I (we) further understand that, should there be any willful misrepresentation or willful lack of full disclosure on my (our) part, Chelan County may withdraw any approval that it might issue in reliance on this application. Further, I (we) understand that by signing below, that upon approval by the County Planning Department and filing with the County Auditor and County Assessor, all new easements and lots will be created as described in this CE application.

I, (we) the owner(s) of all the property described herein do hereby acknowledge and agree to hold Chelan County harmless in any cause of action arising out of the certificate of exemption or recordation of same. Furthermore, I, (we), the owner(s) of all the property involved in this certificate of exemption, hereby consent to the proposal in this application.

ALL

Tax Parcel #

Peter H. Walters

Owner (signature)
VICE PRES. CHELAN DEVELOPMENT CO. LLC.

6/21/06

Date

Owner (signature)

Date

Tax Parcel #

Owner (signature)

Date

Owner (signature)

Date

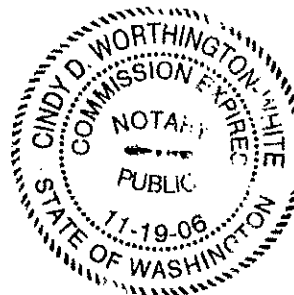
ACKNOWLEDGMENT

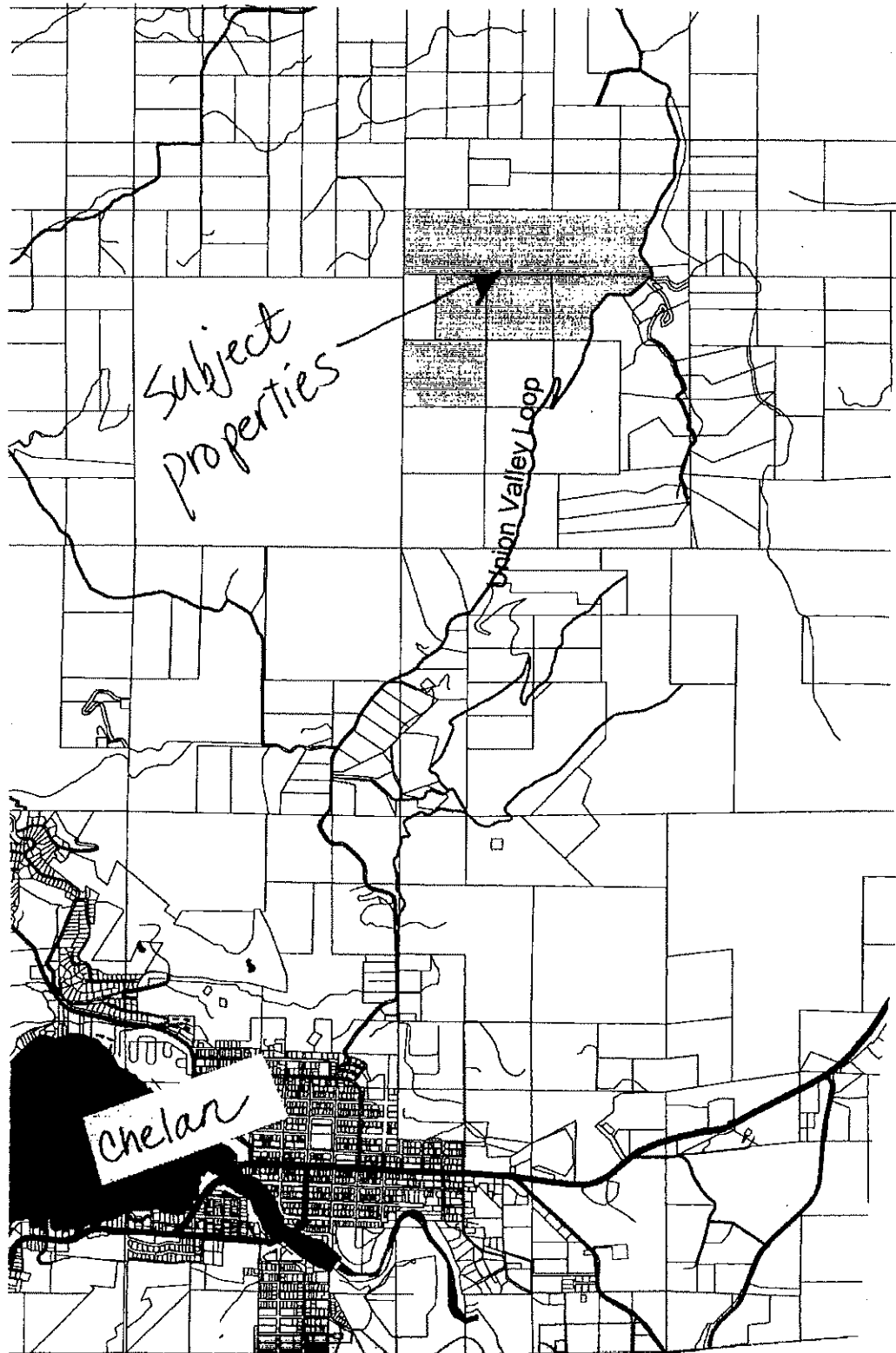
This is to certify that on the 21st day of June, 2006.
Before me, the undersigned, personally appeared

PETER H. WALTERS

To me known to be the person(s), who executed the foregoing statement and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year last above written.

Cindy D. Worthington-White
NOTARY PUBLIC in and for the State of
Washington, residing in UNID. PLACE
My appointment expires 11-19-06



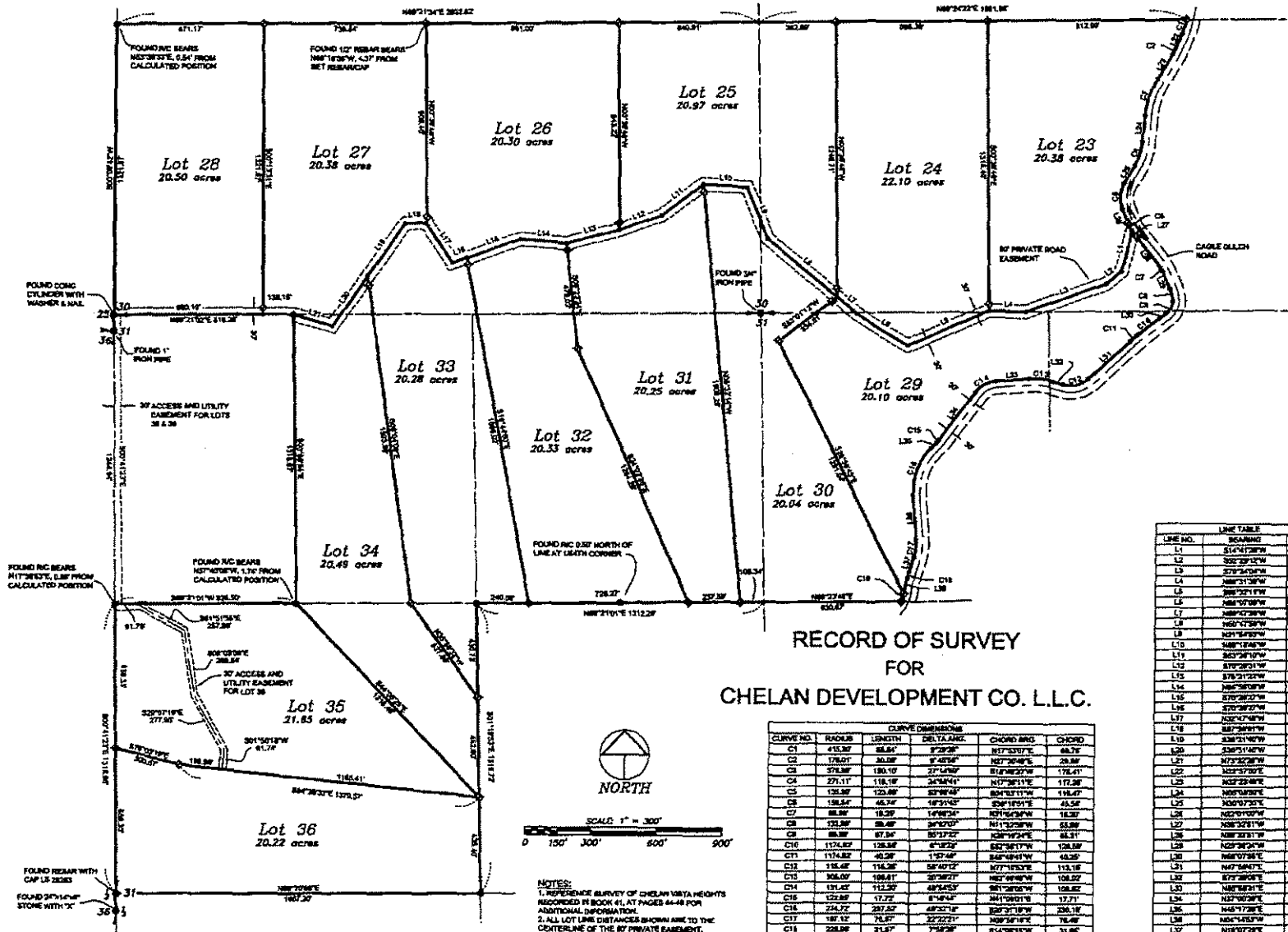


Survey ofn 2205214

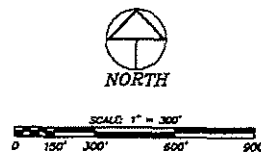
T28 R23 S30 W31

2 of 2

47/31



RECORD OF SURVEY FOR CHELAN DEVELOPMENT CO. L.L.C.



NOTES:
1. REFERENCE SURVEY OF CHELAN MOUNTAIN HEIGHTS
RECORDED IN BOOK 41, AT PAGES 64-68 FOR
ADDITIONAL INFORMATION.
2. ALL LOT LINE DISTANCES SHOWN ARE TO THE
CENTERLINE OF THE 80' PRIVATE EASEMENT.

CURVE NO.	RADIUS	CURVE DIMENSIONS		CHORD BEG.	CHORD END
		LENGTH	DELTA ANGLE		
C1	415.80	36.84	9°39'28"	N17°30'12"E	68.72
C2	176.01	36.89	9°40'58"	N27°20'48"E	29.89
C3	376.89	180.10	27°14'50"	S14°00'00"W	176.41
C4	271.17	118.19	24°04'41"	N17°38'11"E	172.38
C5	135.89	123.89	30°00'00"	S14°00'00"W	116.47
C6	158.42	66.74	18°31'43"	S20°10'00"E	45.52
C7	68.89	18.39	14°08'24"	N17°38'39"W	16.39
C8	131.89	36.49	28°17'07"	N17°38'39"W	65.89
C9	68.89	87.94	30°17'27"	N10°00'00"E	86.51
C10	124.89	112.39	14°00'00"	S12°30'11"W	128.89
C11	114.82	46.39	1°07'46"	S10°00'00"W	46.39
C12	116.42	116.39	58°40'12"	N17°10'00"E	113.19
C13	104.09	104.41	28°38'27"	N27°00'00"W	108.22
C14	131.42	112.39	48°44'53"	S17°30'00"W	108.82
C15	124.89	112.39	14°00'00"	S17°10'00"E	127.71
C16	224.72	227.82	48°32'14"	S20°10'00"W	224.19
C17	187.12	71.67	22°22'21"	N10°00'00"E	76.49
C18	228.89	214.67	7°59'29"	S14°00'00"W	31.89
C19	122.39	37.39	17°32'29"	N18°30'00"E	37.39

LINE NO.	BEARING	DISTANCE
L1	S14°41'28"W	188.74
L2	S22°29'12"W	96.19
L3	S27°34'00"W	268.70
L4	N10°21'30"W	172.10
L5	S10°21'11"W	408.39
L6	N10°00'00"W	268.39
L7	N10°00'00"W	123.39
L8	N10°00'00"W	415.76
L9	N10°00'00"W	248.49
L10	N10°00'00"W	201.44
L11	S23°24'00"W	238.42
L12	S10°20'00"W	301.57
L13	S10°21'30"W	247.29
L14	N10°00'00"W	212.39
L15	S10°20'00"W	281.57
L16	S10°20'00"W	72.89
L17	N10°00'00"W	213.79
L18	S10°00'00"W	86.49
L19	S10°21'30"W	253.89
L20	S10°21'30"W	280.49
L21	N17°32'00"W	182.49
L22	N10°00'00"W	71.39
L23	N10°00'00"W	131.89
L24	N10°00'00"W	114.89
L25	S10°00'00"E	83.29
L26	N10°00'00"W	82.29
L27	N10°00'00"W	37.49
L28	N10°00'00"W	170.01
L29	N10°00'00"W	10.29
L30	N10°00'00"E	37.49
L31	N10°00'00"E	268.49
L32	N10°00'00"E	46.89
L33	N10°00'00"E	133.91
L34	N10°00'00"E	222.39
L35	N10°00'00"E	73.39
L36	N10°00'00"W	258.14
L37	N10°00'00"E	74.14
L38	N10°11'01"E	88.02



RECORD OF SURVEY
A PORTION OF
SOUTH 1/2, SECTION 30
NORTH 1/2, SECTION 31
TWP 28 NORTH, RING 23 EAST, W.M.
CHELAN COUNTY, WASHINGTON

Erlandson & Associates Inc.
Professional Land Surveyors
BROOKLYN: 509-889-2525 CHELAN: 509-562-4188
E. WENATCHEE: 509-884-2362 WINTHROP: 509-896-2578
DRAWN BY: JLF LAYOUT: R252
DATE: 07/27/2005 FILE NO: 3004100-R05
SCALE: 1" = 300' JOB NO: 20041100

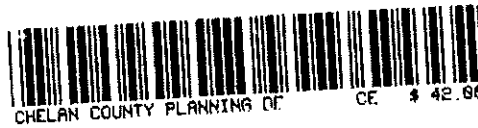
SHT
2
OF
2



2232426
Page: 10 of 11
87/18/2006 11:28A
Chelan Co, WA

CHELAN COUNTY PLANNING DE. CE \$ 42.08

47/31



2232426
Page: 11 of 11
07/18/2006 11:28A
Chelan Co, WA

THIS CERTIFICATE OF EXEMPTION - CE 2006- 028
IS
" **APPROVED** "

IT IS BASED ON THE FOLLOWING SECTION OF THE CHELAN COUNTY
SUBDIVISION AND/OR ZONING RESOLUTIONS:

Article 8 of Title 12, Chelan County Subdivision Resolution

THIS CERTIFICATE OF EXEMPTION IS APPROVED PURSUANT TO THE
FOLLOWING CATEGORY 808. 110 20 acre seg.

THIS CERTIFICATE OF EXEMPTION SHALL BE SUBJECT TO THE
FOLLOWING FINDINGS OF FACT AND CONDITIONS (if required)

1. The applicant shall comply with all requirements and regulations of CHELAN COUNTY TITLE 12 (SUBDIVISION) AND TITLE 11 (ZONING) RESOLUTIONS.
2. The applicant shall comply with all requirements of the Chelan Douglas Health District and/or appropriate Utility purveyor and/or County Public Works regarding wastewater disposal, on-site water or public water systems, access and roads, respectively.
3. The Chelan Douglas Health District has not reviewed the legal availability of water to the site.
4. If legal descriptions are new due to the above exempt category, including any access easements, the applicant shall file this CERTIFICATE OF EXEMPTION with the County Assessor as soon as possible after receiving approval.

THIS CERTIFICATE OF EXEMPTION IS FOR AND SHALL RUN WITH THE
LAND, AND SHALL BE APPLICABLE TO THE APPLICANT, OWNER, HEIRS,
SUCCESSORS OR ASSIGNS.

AUTHORIZED THIS 17th DAY OF July, 2006

ADMINISTRATOR

THIS CERTIFICATE OF EXEMPTION IS ISSUED BY
CHELAN COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
316 WASHINGTON STREET, #301
WENATCHEE, WASHINGTON 98801
(509) 667-6225

page 11

RECORD OF SURVEY FOR CHELAN DEVELOPMENT CO. L.L.C.

LEGAL DESCRIPTION

TRACT "A" CHELAN VISTA HEIGHTS AS RECORDED IN BOOK 41, AT PAGES 44-49, RECORDS OF CHELAN COUNTY, WASHINGTON.

BASIS OF BEARINGS:

WASHINGTON STATE PLANE GRID NORTH ZONE BASED ON
STATION OR RAPID STATION GPS MEASUREMENTS.
ASTRONOMIC NORTH BEARS APPROXIMATELY N 00°37'00" W

SCALE: 1" = 500'

0 250' 500' 1000' 1500'

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 1.00019 TO
OBTAIN THE ACTUAL GROUND DISTANCE.



EQUIPMENT & PROCEDURES

EQUIPMENT: LEICA TCA 1100 TOTAL STATION
LEICA SR530 GPS SYSTEM

PROCEDURES: INITIAL CONTROL ESTABLISHED BY RAPID-STATIC
GPS OBSERVATIONS, WITH A PRECISION OF
±2CM. CONVENTIONAL TRAVERSE WERE
PERFORMED BETWEEN THIS CONTROL TO OBTAIN
ADDITIONAL SITE SPECIFIC DATA AND FOR
CORNER MONUMENTATION. PORTIONAL ERROR
ADJUSTMENTS WERE MADE USING LEAST
SQUARES ANALYSIS. PROCEDURES MEET OR
EXCEED W.A.C. 332-130-090.

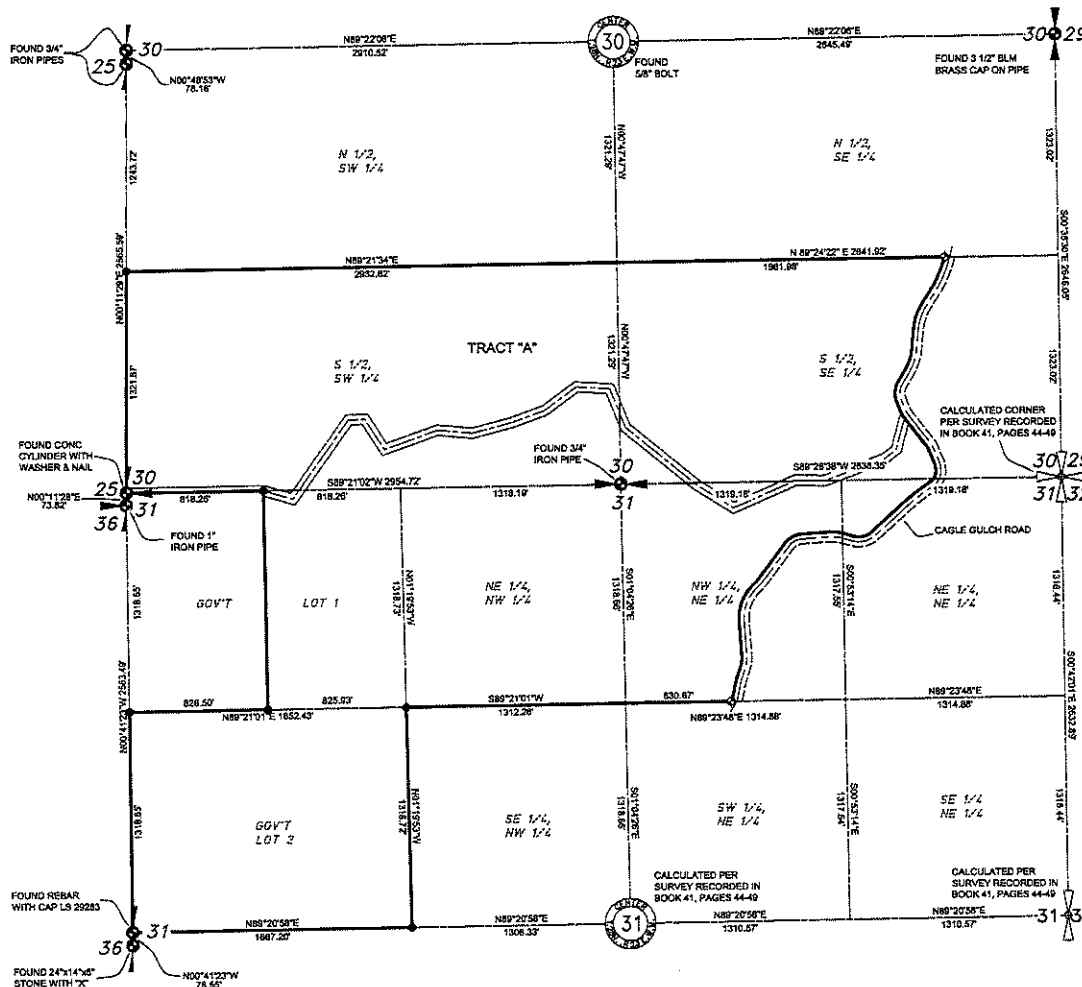
DATES OF SURVEY: INITIAL CONTROL PERFORMED: MARCH, 2005
CORNERS SET: JUNE, 2005

AUDITOR'S INDEX SKETCH TOWNSHIP 28N, RANGE 23E, W.M. CHELAN COUNTY, WA

NW NW	NE NW	NW NE	NE NE
SW NW	SE NW	SW NE	SE NE
NW SW	NE SW	NW SE	NE SE
SW SW	SE SW	SW SE	SE SE
NW NW	NE NW	NW NE	NE NE
SW NW	SE NW	SW NE	SE NE
NW SW	NE SW	NW SE	NE SE
SW SW	SE SW	SW SE	SE SE

LEGEND

- FOUND REBAR WITH SURVEYORS CAP, LS 25283
- ◆ SET REBAR WITH 2 1/2" ALUMINUM CAP, LS 15640



AUDITOR'S CERTIFICATE A.F.S.

FILED FOR RECORD THIS 27th DAY OF July, 2005
AT 3:51 P.M. IN BOOK 47 OF SURVEYS AT PAGE 30-31
AT THE REQUEST OF DANIEL E. BEARDSLEE

Man E. B. DEPUTY
Erlynn L. Arnold COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A
SURVEY MADE BY ME OR UNDER MY
DIRECTION IN CONFORMANCE WITH THE
REQUIREMENTS OF THE SURVEY RECORDING
ACT AT THE REQUEST OF

JOHN WALTERS IN JUNE, 2005



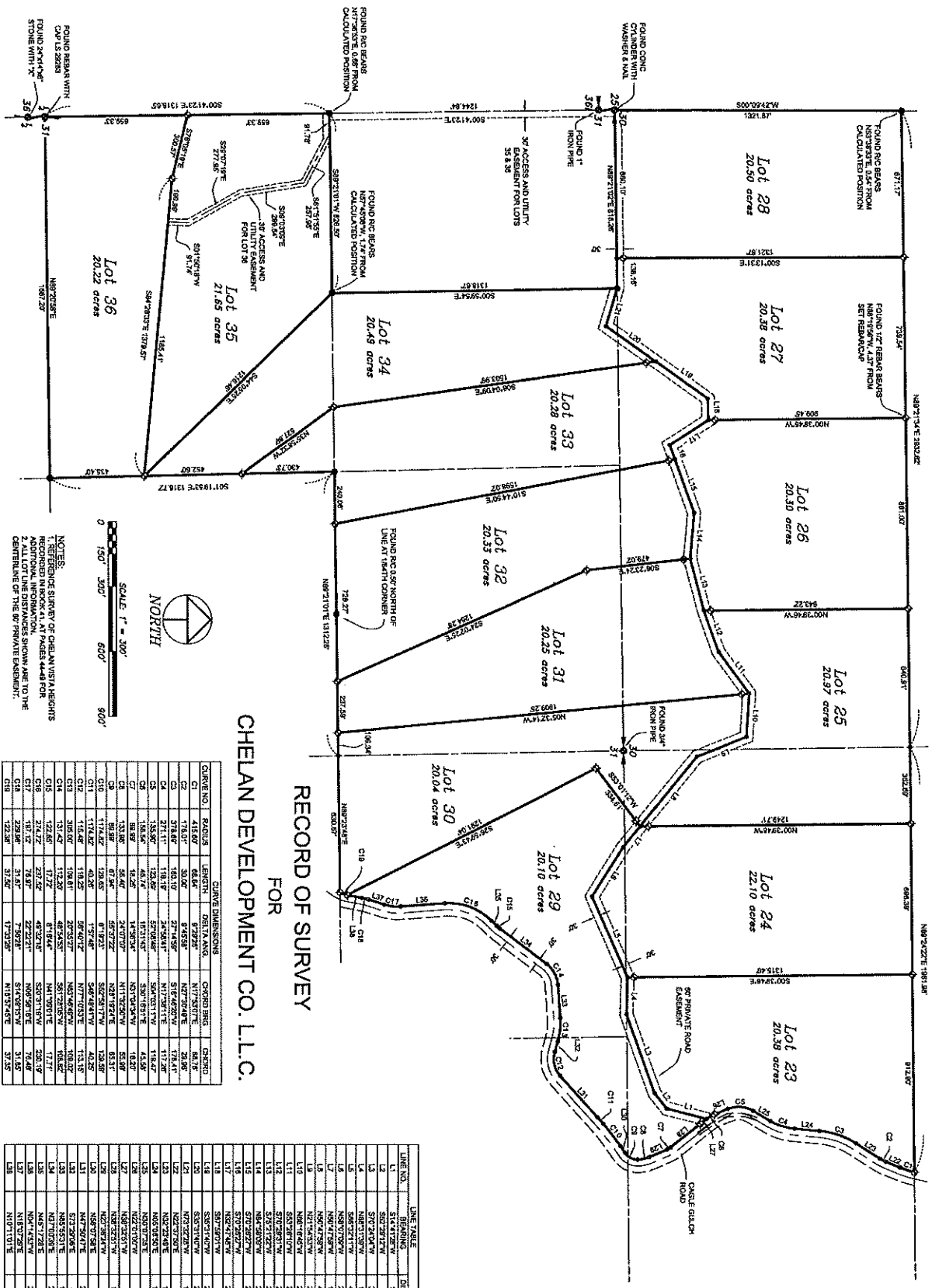
RECORD OF SURVEY

A PORTION OF
SOUTH 1/2, SECTION 30
NORTH 1/2, SECTION 31
TWP 28 NORTH, R23 EAST, W.M.
CHELAN COUNTY, WASHINGTON

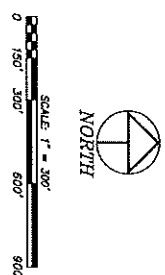
Erlandsen & Associates Inc. Professional Land Surveyors

BREWSTER: 509-689-2529; CHELAN: 509-682-4188;
E. WENATCHEE: 509-884-2562; WYTHROP: 509-596-2573;
DRAWN BY: JLR
DATE: 07/27/2005
SCALE: 1" = 500'
LAYOUT: ROSS
FILE NO: 20041100-ROS
JOB NO: 20041100

SHT
1
OF
2



NOTES:
1. THIS SURVEY OF CHELAN VALLEY ASSOCIATES
RECORDED IN BOOK 41, AT PAGES 44-48 FOR
2. ALL LOT LINE DISTANCES SHOWN ARE TO THE
CENTERLINE OF THE 80' PRIVATE ROAD.



RECORD OF SURVEY FOR CHELAN DEVELOPMENT CO. L.L.C.

CURVE NO.	POINTS	LENGTH	DELTA ANG.	CHORD BEG.	CHORD END
C1	418.00	66.47	87.22°	N17°50'07"E	84.17'
C2	178.07	30.00	87.58°	N27°09'46"E	29.96'
C3	378.87	100.10	27°14'59"	S17°42'20"W	118.16'
C4	178.07	12.85	87.58°	S07°03'11"W	118.16'
C5	178.07	12.85	87.58°	S07°03'11"W	118.16'
C6	178.07	12.85	87.58°	S07°03'11"W	118.16'
C7	178.07	12.85	87.58°	S07°03'11"W	118.16'
C8	178.07	12.85	87.58°	S07°03'11"W	118.16'
C9	178.07	12.85	87.58°	S07°03'11"W	118.16'
C10	178.07	12.85	87.58°	S07°03'11"W	118.16'
C11	178.07	12.85	87.58°	S07°03'11"W	118.16'
C12	178.07	12.85	87.58°	S07°03'11"W	118.16'
C13	178.07	12.85	87.58°	S07°03'11"W	118.16'
C14	178.07	12.85	87.58°	S07°03'11"W	118.16'
C15	178.07	12.85	87.58°	S07°03'11"W	118.16'
C16	178.07	12.85	87.58°	S07°03'11"W	118.16'
C17	178.07	12.85	87.58°	S07°03'11"W	118.16'
C18	178.07	12.85	87.58°	S07°03'11"W	118.16'
C19	178.07	12.85	87.58°	S07°03'11"W	118.16'
C20	178.07	12.85	87.58°	S07°03'11"W	118.16'

LINE NO.	BEARING	DISTANCE
L1	S14°12'28"W	180.24'
L2	S02°27'42"W	80.14'
L3	S07°03'11"W	302.73'
L4	N08°13'36"E	172.10'
L5	N08°13'36"E	288.62'
L6	N08°13'36"E	152.85'
L7	N08°13'36"E	413.75'
L8	N08°13'36"E	288.62'
L9	N08°13'36"E	288.62'
L10	N08°13'36"E	288.62'
L11	N08°13'36"E	288.62'
L12	N08°13'36"E	288.62'
L13	N08°13'36"E	288.62'
L14	N08°13'36"E	288.62'
L15	N08°13'36"E	288.62'
L16	N08°13'36"E	288.62'
L17	N08°13'36"E	288.62'
L18	N08°13'36"E	288.62'
L19	N08°13'36"E	288.62'
L20	N08°13'36"E	288.62'
L21	N08°13'36"E	288.62'
L22	N08°13'36"E	288.62'
L23	N08°13'36"E	288.62'
L24	N08°13'36"E	288.62'
L25	N08°13'36"E	288.62'
L26	N08°13'36"E	288.62'
L27	N08°13'36"E	288.62'
L28	N08°13'36"E	288.62'
L29	N08°13'36"E	288.62'
L30	N08°13'36"E	288.62'
L31	N08°13'36"E	288.62'
L32	N08°13'36"E	288.62'
L33	N08°13'36"E	288.62'
L34	N08°13'36"E	288.62'
L35	N08°13'36"E	288.62'
L36	N08°13'36"E	288.62'
L37	N08°13'36"E	288.62'
L38	N08°13'36"E	288.62'



RECORD OF SURVEY
A PORTION OF
SOUTH 1/2, SECTION 30
NORTH 1/2, SECTION 31
TWP 28 NORTH, RING 23 EAST, W.M.
CHELAN COUNTY, WASHINGTON

Brandsen & Associates Inc.
Professional Land Surveyors
Brewster: 509-689-3336
E. McMillan: 509-684-2552
DATE: 07/27/2005
DRAWN BY: LRS
FILE NO: 2004100-005
JOB NO: 2004100
SHT 2 OF 2



2154832
Page: 1 of 9
09/11/2003 02:29P
Chelan Co, WA

*PUD No. 1 of Chelan County
PO Box 1231
Wenatchee, WA 98807-1231*

UNDERGROUND UTILITY EASEMENT

Grantor(s): Chelan Development Company, L.L.C., a Washington limited liability company
Grantee: Public Utility District No. 1 of Chelan County, Washington
Legal Description (abbreviated): Part Sections 30, 31 & 32, Twn 28N, Rng 23, EWM. Additional legal on Page 1.
Assessor's Tax Parcel No.: 282330440050, 282331110080, 282331110090, 282331140000, 282331140050, 282331420030, 282332230010, 282332230020, 282332230030, 282332310050, 282332310060, 282332240070, 282332310010, 282332330000, 282332330050, 282331340050, 282331340000

THIS INDENTURE, made this 9th day of September, 2003, between CHELAN DEVELOPMENT COMPANY, L.L.C., a Washington limited liability company, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

That the Grantor(s), in exchange for electric utility services and other valuable consideration, receipt of which is hereby acknowledged, hereby convey(s) and grant(s) to the Grantee, its successors and assigns, the right, privilege and authority to construct, reconstruct, alter, improve, repair, operate, inspect and maintain underground utilities including, but not limited to water/wastewater, electrical, communication lines, conduits, cables, manholes, vaults and semi-buried or ground-mounted facilities, such as pads, transformers and other necessary or convenient facilities and equipment (hereinafter called Underground Line), with the right to permit the installation, operation and maintenance of utility facilities on said Underground Line by other organizations, upon and/or under the hereinafter described right-of-way, said right-of-way being located upon a portion of the following described lands and premises situated in Chelan County, State of Washington, to-wit:

Lots 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21 and 22 as delineated on Chelan Vista Heights Survey, recorded October 13, 2000, in Book 41 of Surveys, at pages 44-49, under Auditor's File No. 2082406, being a portion of: Sections 30, 31 & 32, Township 28 North, Range 23, EWM, Chelan County, Washington

Job No.



2154832
Page: 2 of 9
09/11/2003 02:29P
Chelan Co, WA

Said twenty (20), forty (40) and sixty (60) foot easements for utilities are located on the above described property as delineated on Chelan Vista Heights Survey, recorded October 13, 2000, in Book 41 of Surveys, at pages 44-49, under Auditor's File No. 2082406 a copy of which is attached as *Exhibit A* and is specifically located as actually installed.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said described lands across adjacent lands of the Grantor(s) for the purpose of constructing, reconstructing, repairing, renewing, altering, patrolling and operating said Underground Line, including the appurtenances of other organizations maintained in said right-of-way, and the right at any time to remove said Underground Line from said lands.

The Grantee, its successors and assigns, shall have the right to clear such right-of-way and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor(s), his successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of said right-of-way, nor shall the Grantor(s) place any fill material or other substances upon the surface of the land within the boundary limits of said right of way which in any manner interferes with the maintenance and operation of the Underground Line or obstructs or impedes the Grantee's right of access to the Underground Line including, without limitation, the Grantee's right of access for purposes of repair and maintenance of the Underground Line. The Grantor(s) shall not dig or do any other act, or permit any other act within said right-of-way which will disturb the compaction or unearth the lines or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to said right-of-way or Underground Line located therein; nor shall the Grantor(s), his successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of said right-of-way without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The Grantee, its successors and assigns, shall have the right to level, grade and regrade said right-of-way as may appear to the Grantee to be necessary for the construction, operation and maintenance of said Underground Line.

All conduit or cable laid pursuant to this easement shall be buried to such depth as not to interfere with the ordinary landscaping of said right-of-way; provided, however, that no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said Underground Line, or shall otherwise permanently abandon said Underground Line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

CHELAN DEVELOPMENT COMPANY, L.L.C.

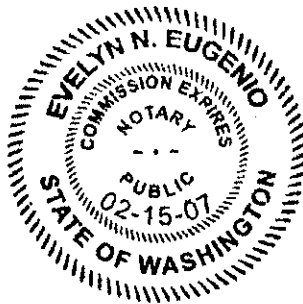
By: John H. Walters
Title: PRESIDENT



2154832
Page: 3 of 9
09/11/2003 02:29P
Chelan Co, WA

State of Washington)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that JOHN H. WALTERS signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of CHELAN DEVELOPMENT COMPANY, L.L.C., a Washington limited liability company, to be the free and voluntary act of said party for the uses and purposes mentioned in the instrument.



Dated: September 9, 2003

Signature: [Handwritten Signature]
Notary Public

Commission expires: 02-15-2007

Survey AFN 2082406

T28 R23 S30.31.32

PG 1 of 6

41/44

CHELAN VISTA HEIGHTS A PORTION OF SECTIONS 30, 31 & 32, T 28 N R 23 E W.M. CHELAN COUNTY, WASHINGTON

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 30; EAST HALF OF GOVERNMENT LOT 1; ALL OF GOVERNMENT LOT 2; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND GOVERNMENT LOTS 3, 6 AND 7 OF SECTION 31; THE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER; AND GOVERNMENT LOT 4 OF SECTION 32, ALL IN TOWNSHIP 28 NORTH, RANGE 23 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, EXCEPT THE RIGHT OF WAY FOR COUNTY ROAD.

NOTES

ALL EASEMENTS SHOWN ON THE FACE OF THIS PLAT ARE FOR THE EXCLUSIVE USE OF PROPERTY OWNERS OF LOTS IN CHELAN VISTA HEIGHTS UNLESS OTHERWISE GRANTED BY SEPARATE INSTRUMENT.

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF JOHN WALTERS IN OCTOBER, 2000

SIGNED AND SEALED W. Walters LICENSE NO. 29203

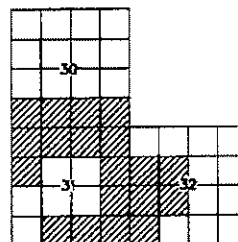
AUDITOR'S CERTIFICATE: AFN 2082406

FILED FOR RECORD THIS 18TH DAY OF OCTOBER, 2000 AT 3:50 P.M. IN BOOK 44, PAGE(S) 14-15 OF SURVEY PLATS AT THE REQUEST OF Chelan Development Surveys

AUDITOR Ernst and Donald DEPUTY James C. H. Hager

LEGEND

- ... MONUMENT FOUND AS NOTED
- ... BRASS CAP FOUND AS NOTED
- ... CALCULATED POSITION, NOT FOUND OR SET
- ... SET 5/8" REBAR & CAP MARKED "NEI 29203"
- △ ... 1/16" SECTION CORNER
- △ ... 1/4" SECTION CORNER
- ⊗ ... SECTION CORNER



T 28 N R 23 E W.M.

ABBREVIATIONS:

- BC ... BRASS CAP
- FD ... FOUND
- IP ... IRON PIPE
- LS ... LICENSED SURVEYOR
- BLM ... BUREAU OF LAND MANAGEMENT
- RR ... RAILROAD
- BR ... BRASS WIRE
- ALC ... ALUMINUM CAP
- USBR ... US BUREAU OF RECLAMATION
- MND ... MOUND
- CON ... CONCRETE
- MND ... MARKED
- BT ... BEARING TREE



SURVEY HISTORY:

1. G.L.D. 1288 (NEIGHBORS)
2. MANSON IRRIGATION PROJECT, SARGENT, RAMER, SHEET 2 OF 6.
3. AMENDED CHELAN RANCH, SHEETS 3, 4 & 5 OF 6.
4. R.O.S. FOR CHRIS GLASSPOOL, FILED IN BOOK 30, AT PAGE 90 OF SURVEYS.
5. SURVEY FOR JOHN WALTERS, PART OF SECTIONS 30 & 31, T 28 N R 23 E W.M., AFN #9505190001 IN BOOK 34 PAGE 2 OF SURVEYS, CHELAN COUNTY, WASHINGTON.
6. SURVEY FOR JOHN WALTERS, PART OF SECTION 32, T 28 N R 23 E W.M., AFN #99010005 IN BOOK 34 PAGE 100 OF SURVEYS, CHELAN COUNTY, WASHINGTON.

BASES OF BEARING

SURVEY FOR JOHN WALTERS, PART OF SECTIONS 30 & 31, T 28 N R 23 E W.M., AFN #9505190001 IN BOOK 34 PAGE 2 OF SURVEYS, CHELAN COUNTY, WASHINGTON.

EQUIPMENT AND PROCEDURE:

LEICA TC1100 ELECTRONIC TOTAL STATION, LEITZ THEODOLITE AND PRISM.
FIELD TRAVERSE BALANCED BY METHOD OF LEAST SQUARES.
TRAVERSE CLOSURE IS GREATER THAN 1:20,000.
ALL MONUMENTS TIED IN CONJUNCTION WITH SURVEY HISTORY 5 & 6.

 MUNSON ENGINEERS, INC. CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS P.O. BOX 5790 1500 N. WENATCHEE AVE. WENATCHEE, WASHINGTON 98067 (509) 663-0044 FAX (509) 663-0046 WEB PAGE: www.munsonengineers.com EMAIL: vg@munsonengineers.com			
SURVEY for CHELAN DEVELOPMENT CO. L.L.C.			
DATE: APRIL-OCTOBER 2000	SCALE: 1"=100'	ACAD NO: 9178-PP-04	
DATE: 12 OCTOBER 2000	PLAT: MCS/ARR	SHEET: 1 OF 6	

PG 1 of 6

41/44

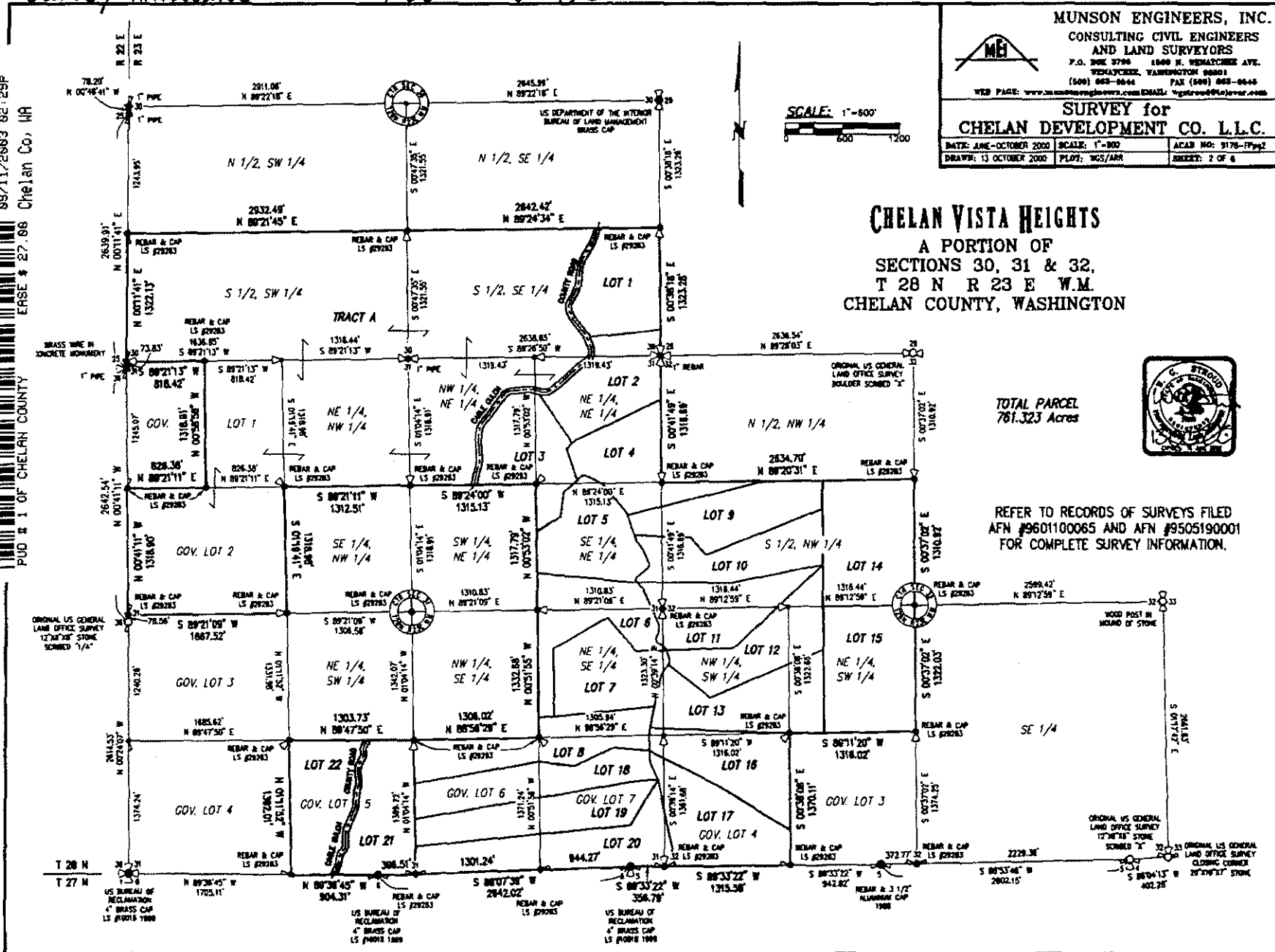
Survey AFN 2082406

T28 R23 S30.31.32

PG 2 of 6

41/45

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Page: 5 of 8
89/11/2003 02:28P
Chelan Co, WA
ERSE # 27.68
PUD # 1 OF CHELAN COUNTY



PG 2 of 6

41/45



PUD # 1 OF CHELAN COUNTY

ERSE # 27.00

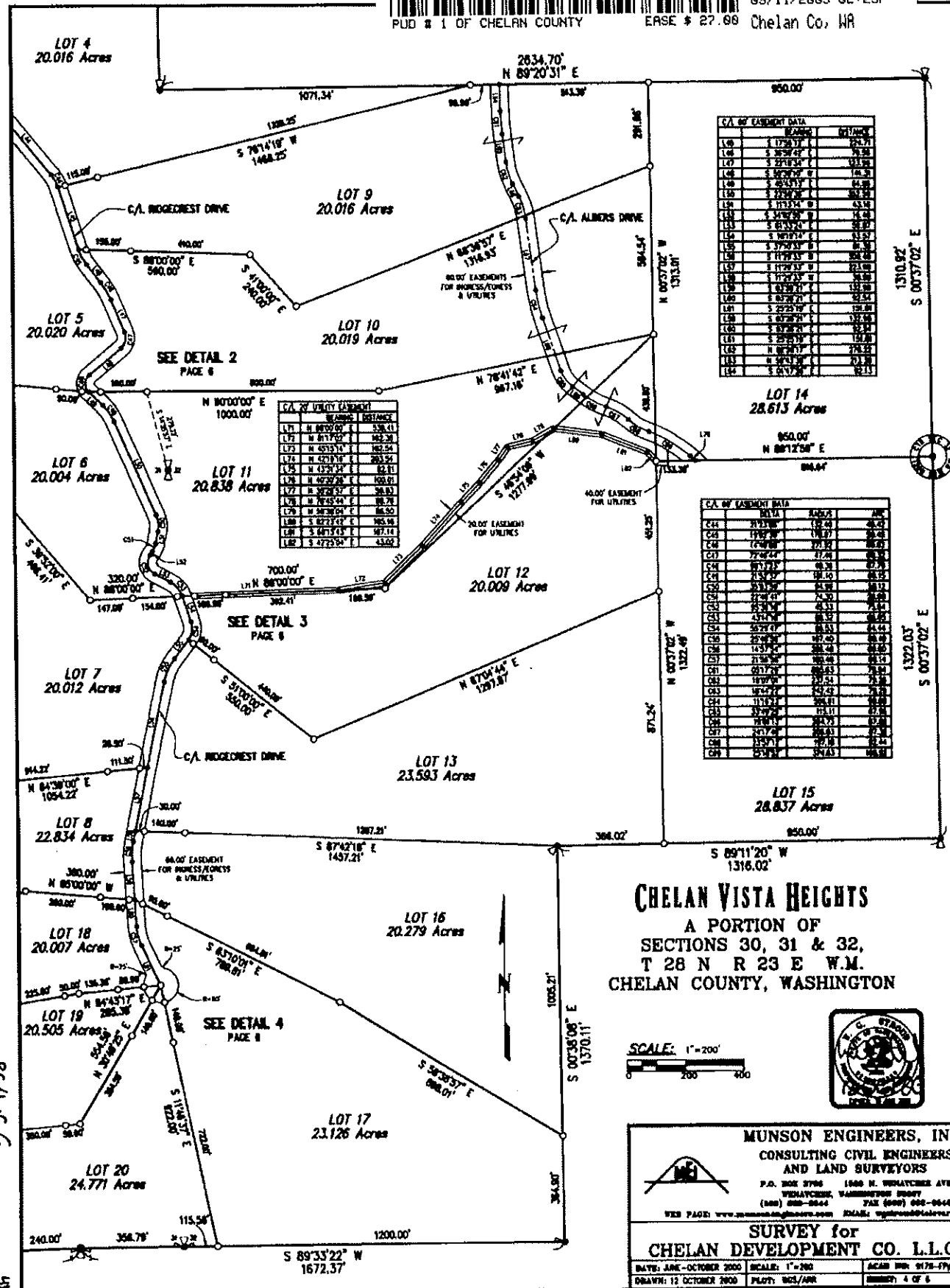
Chelan Co, WA

Survey AFN 2082406

T 28 R 23 S 30.31.32

PG 4 of 6

4/1/17



CA OF EASEMENT DATA

LINE	BEARING	DISTANCE	AREA
L40	S 17°20'31" E	17.00	0.00
L41	S 89°20'31" E	17.00	0.00
L42	S 22°18'34" E	17.00	0.00
L43	S 89°20'31" E	17.00	0.00
L44	S 89°20'31" E	17.00	0.00
L45	S 89°20'31" E	17.00	0.00
L46	S 89°20'31" E	17.00	0.00
L47	S 89°20'31" E	17.00	0.00
L48	S 89°20'31" E	17.00	0.00
L49	S 89°20'31" E	17.00	0.00
L50	S 89°20'31" E	17.00	0.00
L51	S 89°20'31" E	17.00	0.00
L52	S 89°20'31" E	17.00	0.00
L53	S 89°20'31" E	17.00	0.00
L54	S 89°20'31" E	17.00	0.00
L55	S 89°20'31" E	17.00	0.00
L56	S 89°20'31" E	17.00	0.00
L57	S 89°20'31" E	17.00	0.00
L58	S 89°20'31" E	17.00	0.00
L59	S 89°20'31" E	17.00	0.00
L60	S 89°20'31" E	17.00	0.00
L61	S 89°20'31" E	17.00	0.00
L62	S 89°20'31" E	17.00	0.00
L63	S 89°20'31" E	17.00	0.00
L64	S 89°20'31" E	17.00	0.00

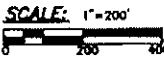
CA OF UTILITY EASEMENT

LINE	BEARING	DISTANCE	AREA
L71	N 89°20'31" E	17.00	0.00
L72	N 89°20'31" E	17.00	0.00
L73	N 89°20'31" E	17.00	0.00
L74	N 89°20'31" E	17.00	0.00
L75	N 89°20'31" E	17.00	0.00
L76	N 89°20'31" E	17.00	0.00
L77	N 89°20'31" E	17.00	0.00
L78	N 89°20'31" E	17.00	0.00
L79	N 89°20'31" E	17.00	0.00
L80	N 89°20'31" E	17.00	0.00
L81	N 89°20'31" E	17.00	0.00
L82	N 89°20'31" E	17.00	0.00
L83	N 89°20'31" E	17.00	0.00
L84	N 89°20'31" E	17.00	0.00

CA OF EASEMENT DATA

LINE	BEARING	DISTANCE	AREA
C44	S 17°20'31" E	17.00	0.00
C45	S 89°20'31" E	17.00	0.00
C46	S 22°18'34" E	17.00	0.00
C47	S 89°20'31" E	17.00	0.00
C48	S 89°20'31" E	17.00	0.00
C49	S 89°20'31" E	17.00	0.00
C50	S 89°20'31" E	17.00	0.00
C51	S 89°20'31" E	17.00	0.00
C52	S 89°20'31" E	17.00	0.00
C53	S 89°20'31" E	17.00	0.00
C54	S 89°20'31" E	17.00	0.00
C55	S 89°20'31" E	17.00	0.00
C56	S 89°20'31" E	17.00	0.00
C57	S 89°20'31" E	17.00	0.00
C58	S 89°20'31" E	17.00	0.00
C59	S 89°20'31" E	17.00	0.00
C60	S 89°20'31" E	17.00	0.00
C61	S 89°20'31" E	17.00	0.00
C62	S 89°20'31" E	17.00	0.00
C63	S 89°20'31" E	17.00	0.00
C64	S 89°20'31" E	17.00	0.00
C65	S 89°20'31" E	17.00	0.00
C66	S 89°20'31" E	17.00	0.00
C67	S 89°20'31" E	17.00	0.00
C68	S 89°20'31" E	17.00	0.00
C69	S 89°20'31" E	17.00	0.00

CHELAN VISTA HEIGHTS
A PORTION OF
SECTIONS 30, 31 & 32,
T 28 N R 23 E W.M.
CHELAN COUNTY, WASHINGTON



MUNSON ENGINEERS, INC.
CONSULTING CIVIL ENGINEERS
AND LAND SURVEYORS
P.O. BOX 5796 1800 N. WENATCHEE AVE.
WENATCHEE, WASHINGTON 98807
(509) 838-5644 FAX (509) 838-5644
WEB PAGE: www.munsonengineers.com EMAIL: info@munsonengineers.com

SURVEY for
CHELAN DEVELOPMENT CO. L.L.C.

DATE: APR - OCTOBER 2000 SCALE: 1"=200' ACAD. NO. 9178-17944
DRAWN: 12 OCTOBER 2000 PLOT: 1023/APP. SHEET: 4 OF 6

Survey AFN 2082406

T28 R23 S30.31.32

PG 5 of 6

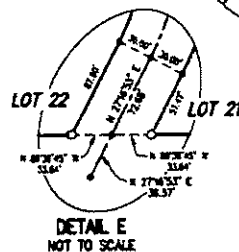
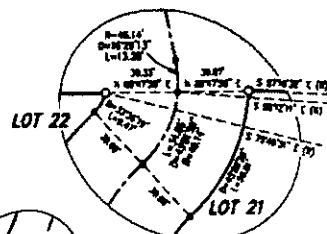
41/48

MUNSON ENGINEERS, INC.
CONSULTING CIVIL ENGINEERS
AND LAND SURVEYORS
P.O. BOX 3706 1900 N. WENATCHEE AVE.
WENATCHEE, WASHINGTON 98807
(509) 662-0644 FAX (509) 662-0644
WEB PAGE: www.munsonengineers.com EMAIL: info@munson.com

SURVEY for
CHELAN DEVELOPMENT CO. L.L.C.

DATE: JUNE-OCTOBER 2000 SCALE: 1"=200' ACAD NO: 9178-77945
DRAWN: 12 OCTOBER 2000 DRAWN: MCS/ARR SHEET: 5 OF 6

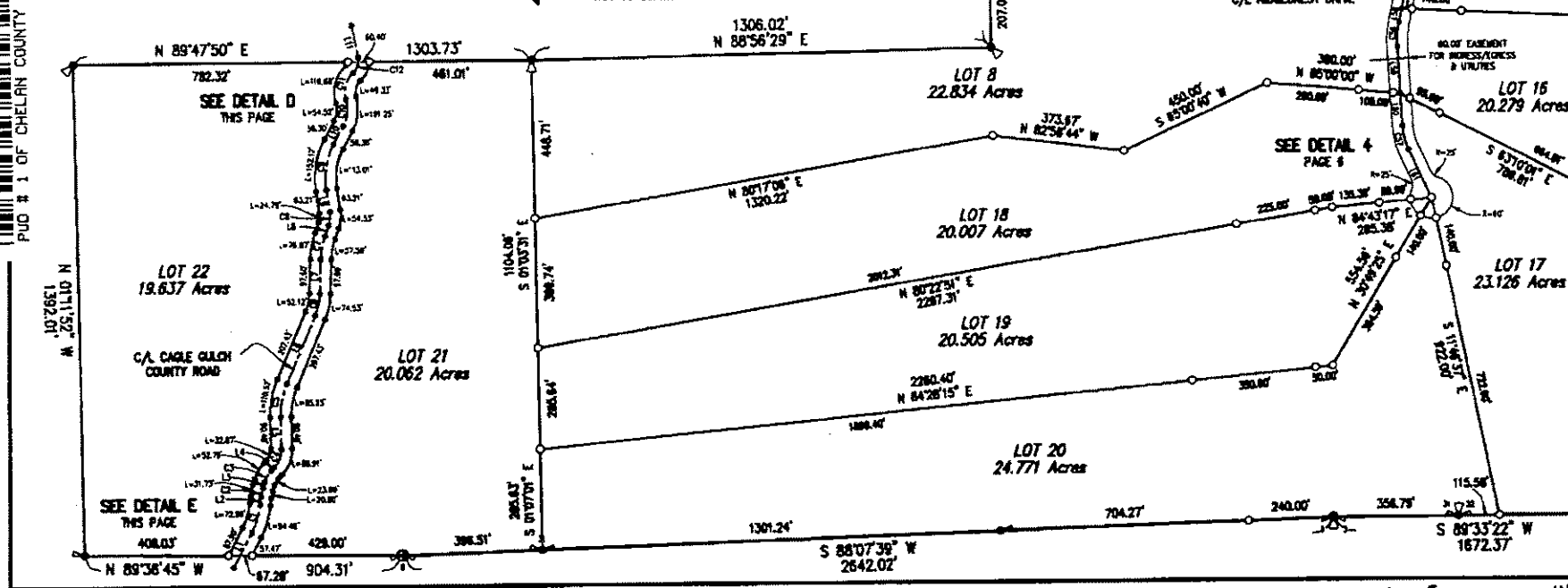
CHELAN VISTA HEIGHTS A PORTION OF SECTIONS 30, 31 & 32, T 28 N R 23 E W.M. CHELAN COUNTY, WASHINGTON



SCALE: 1"=200'
200 400

LINE	BEARING	DISTANCE
1	N 89°47'50" E	1303.73'
2	N 88°56'29" E	1306.02'
3	N 89°47'50" E	782.32'
4	N 89°47'50" E	1382.01'
5	N 89°47'50" E	1382.01'
6	N 89°47'50" E	1382.01'
7	N 89°47'50" E	1382.01'
8	N 89°47'50" E	1382.01'
9	N 89°47'50" E	1382.01'
10	N 89°47'50" E	1382.01'
11	N 89°47'50" E	1382.01'
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100	N 89°47'50" E	1382.01'

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PG 5 of 6

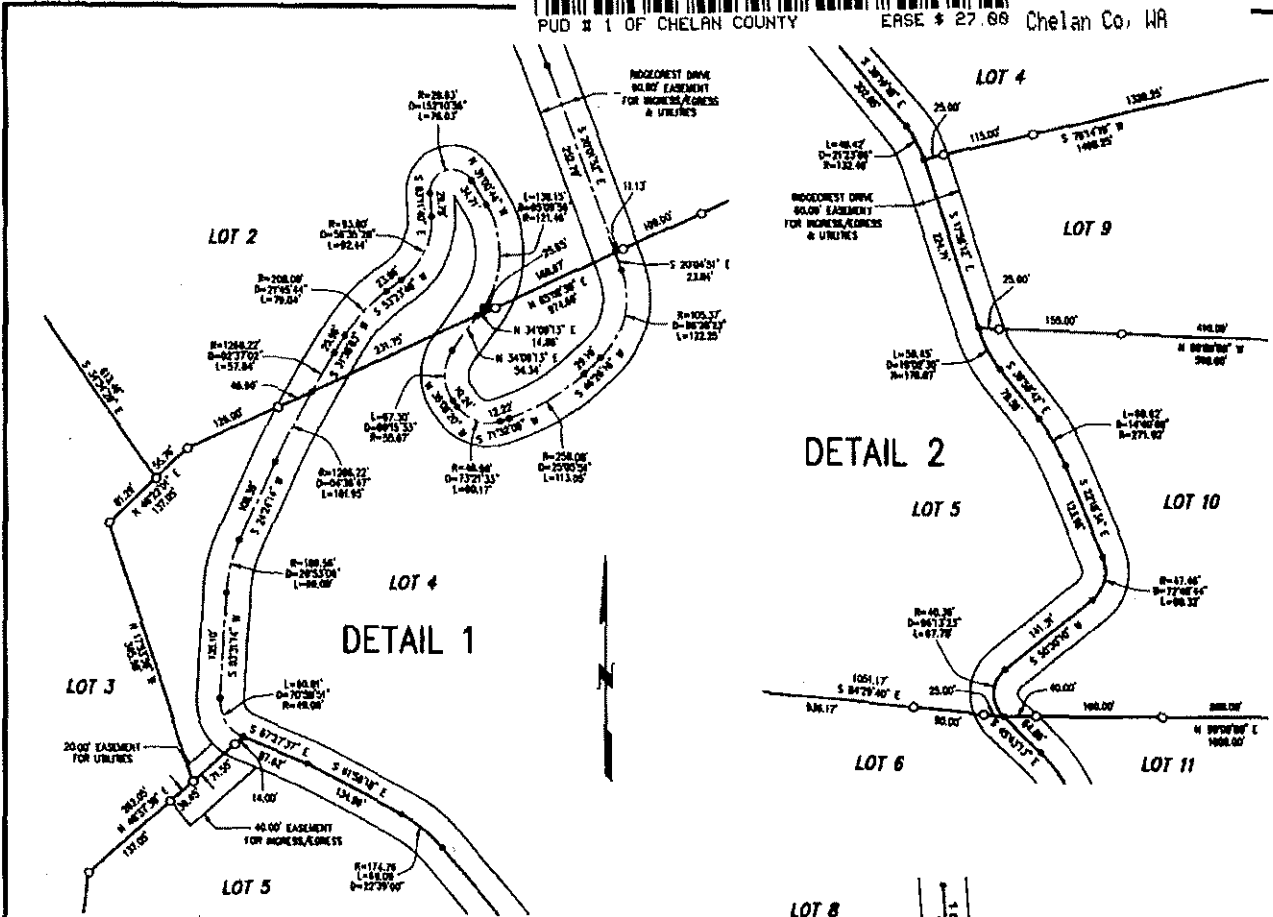
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Page: 8 of 9
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PUD # 1 OF CHELAN COUNTY

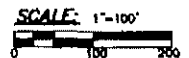
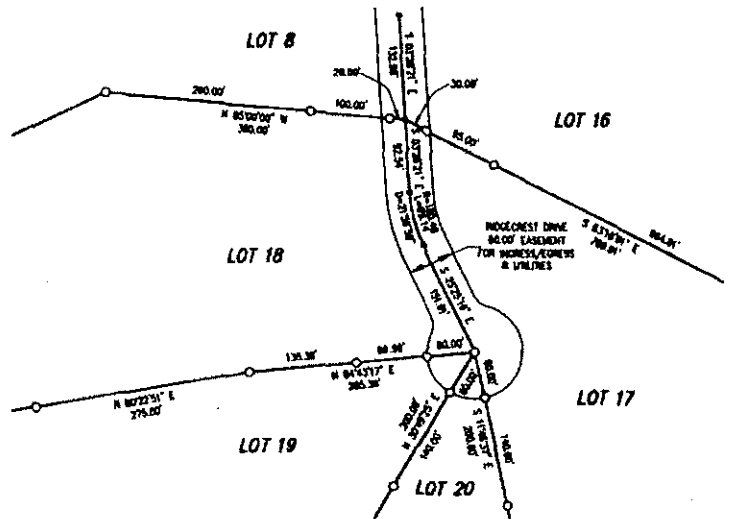
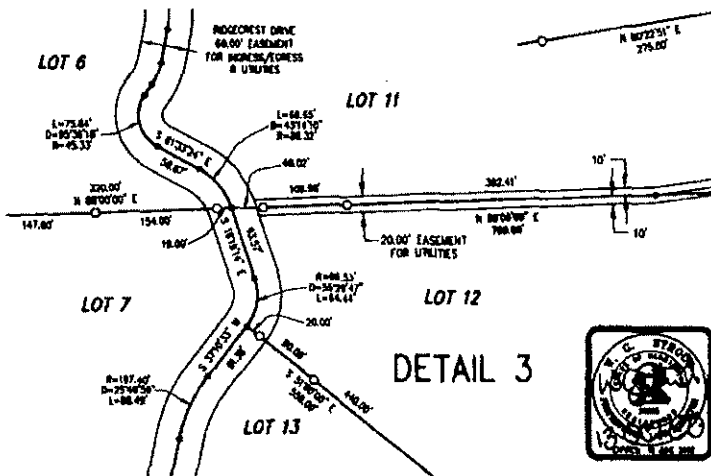


PUD # 1 OF CHELAN COUNTY

EAISE # 27.00



CHELAN VISTA HEIGHTS
A PORTION OF
SECTIONS 30, 31 & 32,
T 28 N R 23 E W.M.
CHELAN COUNTY, WASHINGTON



MUNSON ENGINEERS, INC.
CONSULTING CIVIL ENGINEERS
AND LAND SURVEYORS
P.O. BOX 2706 1500 N. WEDMANTER AVE.
WENATCHEE, WASHINGTON 98907
(509) 666-0544 FAX (509) 666-0545
WEB PAGE: www.munsonengineers.com EMAIL: wpt@munsonengineers.com

SURVEY for
CHELAN DEVELOPMENT CO. L.L.C.

DATE: JUNE-OCTOBER 2000	SCALE: 1"=100'	ACAD DWG: 0470-17746
DRAWN: 12 OCTOBER 2000	PLT: WCB/WR	SHEET: 6 OF 6

Survey ARN 2082406
T28 R23 S30.31.32
Pg 6 of 6
11/14



Filed for and Return to:
PUD No. 1 of Chelan County
PO Box 1231
Wenatchee, WA 98807-1231

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Chelan Development Company, LLC, a Washington limited liability company
Grantee(s): Public Utility District No. 1 of Chelan County
Abbreviated Legal Description: Pt of S30 and S31, T28N, R23, EWM. Additional legal on Page 1.
Assessor's Parcel Number(s): 28 23 30 330 000, 28 23 30 330 075, 28 23 30 340 050, 28 23 30 340 075, 28 23 30 430 050, 28 23 30 430 075, 28 23 31 120 100, 28 23 31 120 075, 28 23 31 210 025, 28 23 31 210 050, 28 23 31 220 075, 28 23 31 220 055, 28 23 31 230 050, 28 23 31 230 075

EASEMENT UNDERGROUND UTILITY

THIS EASEMENT, made this 22 day of JUNE, 2007, between CHELAN DEVELOPMENT COMPANY, LLC, a Washington limited liability company, Record Owner(s), hereinafter called the "Grantor(s)," and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a municipal corporation, hereinafter called the "Grantee,"

WITNESSETH:

In exchange for utility services and/or other valuable consideration, receipt of which is hereby acknowledged, the Grantor(s) hereby bargain(s), sell(s) and convey(s) to the Grantee, its successors and assigns, a perpetual easement for Grantee's, and/or Grantee's licensee's or permittee's, electrical and telecommunications utility infrastructure ("the Utility Infrastructure"), which includes, but is not limited to, electrical lines, communication lines, conduits, cables, manholes, vaults, semi-buried or ground-mounted facilities such as pads and transformers, and other necessary or convenient facilities, across, along, in, upon and under the property situated in Chelan County, State of Washington, more particularly described as follows:

Lots 23 to 36 of Certificate of Exemption No. 2006-028, Chelan County, Washington, recorded in Volume 47, Page 30.

Said easement is described as a ten foot (10') strip of land, with the right to extend guys and anchors beyond the limit of said ten foot strip, on the above described property specifically located as the Utility Infrastructure is actually installed and approximately as illustrated in Exhibit A (attached).

Rev. by: _____
Job No. 165683

Hereafter, Grantee may place or construct any Utility Infrastructure within the Easement, to the extent necessary for Grantee, its successors and assigns, to comply with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction, along with the perpetual right, privilege and authority to use the Easement to construct, erect, alter, expand, improve, repair, operate and maintain all overhead and/or underground Utility Infrastructure and with the right to permit the installation, operation, improvement, repair and maintenance of overhead and/or underground facilities and equipment of any other organization.

SUBJECT TO THE FOLLOWING:

1. Grantee shall have the right of access across the Grantor's property and adjacent lands of the Grantor for the purpose of constructing, reconstructing, maintaining, repairing, renewing, altering, changing, patrolling and operating the Utility Infrastructure including but not limited to: poles, wires, fiber optic cables, other telecommunications devices, and appurtenances thereto, and underground cables, vaults and manholes, and the right at any time to remove the Utility Infrastructure from said property.

2. The Grantee, its successors and assigns, shall have the right to clear the Easement and keep the same clear of brush, trees, timber, structures, and all fire hazards. The Grantor its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement as now exists, nor shall the Grantor place any fill material or other substances upon the surface of the land within the boundary limits of the Easement which in any manner interferes with the use, maintenance and/or operation of the Utility Infrastructure or obstructs or impedes the Grantee's right of access to the Utility Infrastructure including, without limitation, the Grantee's right of access for purposes of improvement, repair and/or maintenance of the Utility Infrastructure. The Grantor shall not dig, tunnel, or do any other act, or permit any other act, within the Easement which will disturb the compaction or unearth the lines, cables, facilities or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Infrastructure located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.

3. Grantor, its heirs, executors, administrators, successors and assigns, covenant that no structure will be erected or permitted within the Easement that would, in the opinion of the Grantee, interfere with or endanger the unrestricted exercise of the rights and privileges herein granted and that no concrete, tar or other permanent surfacing shall be installed or permitted over any vault or manhole installed on said property.

4. Grantee, its successors and assigns, shall have the right to level, grade and regrade the Easement as may appear to Grantee to be necessary for the construction, operation and maintenance of its Utility Infrastructure.

5. Grantee, its successors and assigns, if installing facilities underground, shall bury all conduit or cable to such depth as not to interfere with reasonable and ordinary landscaping within the Easement; provided no trees, shrubs or bushes shall be planted thereon without first having obtained written approval from the Grantee.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said Utility Infrastructure,



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Chelan Co, WA

or shall otherwise permanently abandon said Utility Infrastructure, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

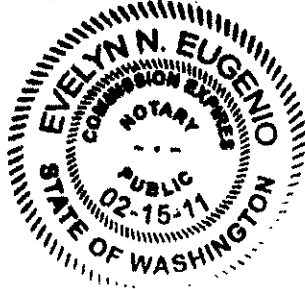
CHELAN DEVELOPMENT COMPANY, LLC
A Washington Limited Liability Company

By: JOHN A. WALTERS
Title: PRESIDENT

By: _____
Title: _____

State of WASHINGTON)
) ss.
County of KING)

I certify that I know or have satisfactory evidence that JOHN H. WALTERS signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the PRESIDENT of CHELAN DEVELOPMENT COMPANY, LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.



Dated: JUNE 22, 2007

Signature: _____
Notary Public

Commission expires: 02-15-2011

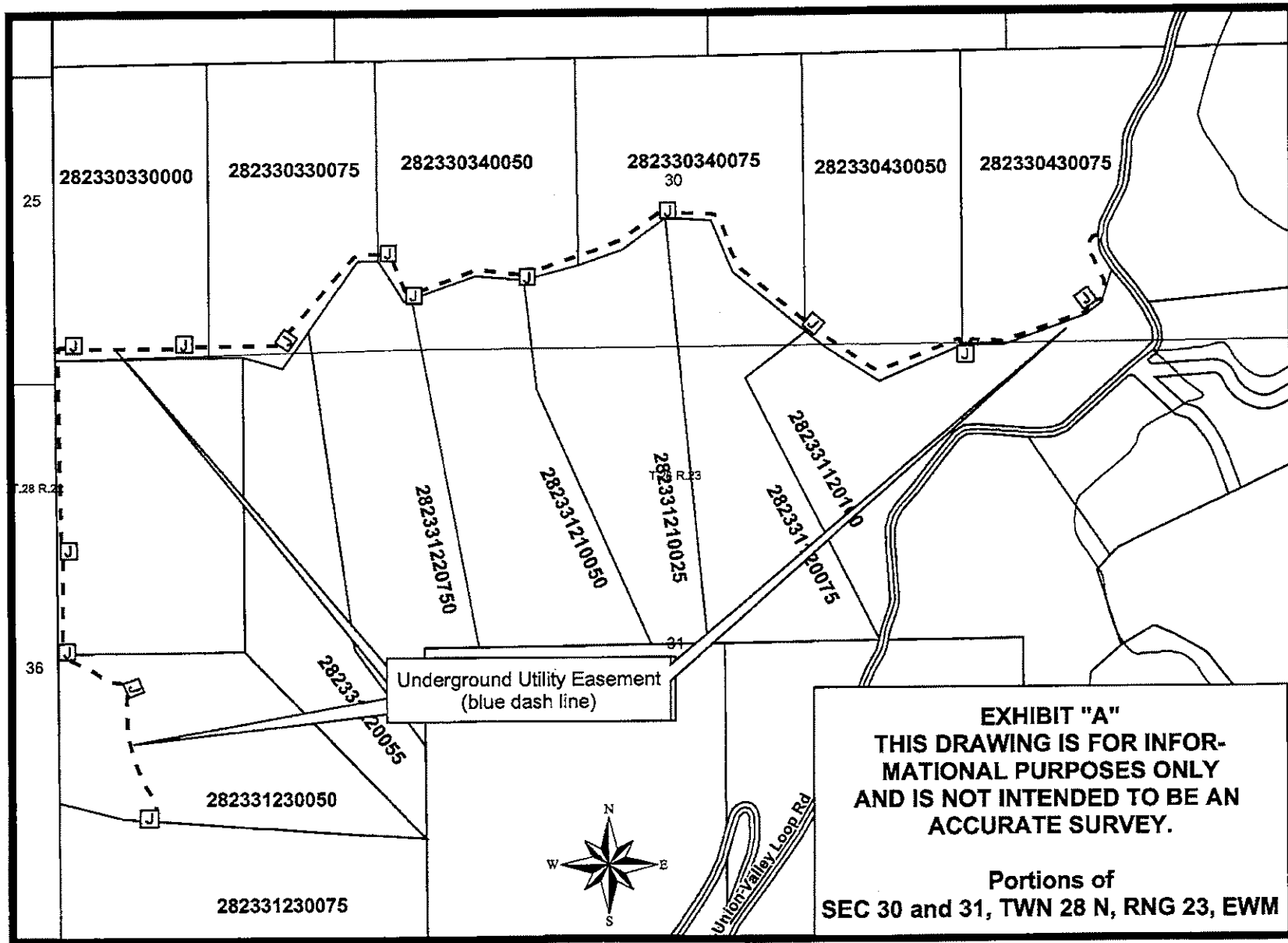
State of _____)
County of _____) ss.

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ of CHELAN DEVELOPMENT COMPANY, LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____
Notary Public

Commission expires: _____



PUD # 1 OF CHELERN COUNTY

ENSE # 35.66

Chelan Co, WA



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Return Address:

Mr. Theodore A. Finegold
Jeffers, Danielson, Sonn & Aylward, P.S.
2600 Chester Kimm Road
P.O. Box 1688
Wenatchee, WA 98807-1688

**MUTUAL EASEMENT
(For Ingress, Egress and Utilities)**

Grantors/Grantees: Chelan Development Company, L.L.C., a Washington limited liability company, Carol H. Henderson, a widow, and Carol H. Henderson, Personal Representative of the Estate of Dan F. Henderson, deceased

Legal Description (abbreviated): Lots 23 through 34, Chelan Vista Heights, per Record of Survey, being a ptn. S $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 30, and E $\frac{1}{2}$ Gov. Lot 1, Gov. Lot 2, NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 31, T. 28 N., R. 23, E.W.M., Chelan County, Washington. Additional legal on pages 1 and 2.

Assessor's Tax Parcel ID#: 28-23-30-330-000, 28-23-31-210-000, 28-23-31-210-100, 28-23-31-220-050, 28-23-31-220-100 and 28-23-31-230-000

Parties and Property

1.1 Chelan Vista. CHELAN DEVELOPMENT COMPANY, L.L.C., a

Washington limited liability company, is the owner of the following described parcel (the "Chelan Vista Property"):

Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36,
Chelan Vista Heights, according to the survey recorded July 27,
2005, under Auditor's No. 2205214 (the "Recorded Survey"),
Chelan County, Washington.

1.2 Henderson. CAROL H. HENDERSON, a widow, and CAROL H.

HENDERSON, Personal Representative of the Estate of Dan F. Henderson, deceased, filed in King County Superior Court Cause No. 01-4-01997-7SEA, is the owner of the following described parcel (the "Henderson Property"):

**MUTUAL EASEMENT (FOR
INGRESS, EGRESS & UTILITIES)**

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Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys at Law
2600 Chester Kimm Road / P.O. Box 1688
Wenatchee, WA 98807-1688
(509) 662-3685 / (509) 662-2452 FAX



The West half of Government Lot 1, Section 31, Township 28
North, Range 23, E.W.M., Chelan County, Washington.

Mutual Easement

2.1 Grant of Easement. The parties hereby convey and warrant to each other nonexclusive easements as described herein of the type described herein for the purposes described herein.

2.2 Purpose. The purpose of these easements is for the construction, operation, maintenance, repair and replacement of a roadway for ingress and egress by vehicles and on foot, and underground utilities.

2.3 Consideration. This easement is given for the mutual benefit of the parties.

2.4 Location of Chelan Vista Easement. The location of the easement over the Chelan Vista Property is described as follows:

Over that existing private roadway located on Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34, Chelan Vista Heights as depicted on the Recorded Survey.

2.5 Location of Henderson Easement. The location of the easement over the Henderson Property is described as follows:

The West thirty feet (30') of Government Lot 1, Section 31, Township 28 North, Range 23, E.W.M., Chelan County, Washington.

2.6 Benefited/Burdened Properties. The Henderson easement shall benefit Lots 35 and 36 of the Chelan Vista Property and burden the Henderson Property. The Chelan Vista Easement shall benefit the Henderson Property and burden the Chelan Vista Property.

2.7 Gate. Chelan Vista agrees to build a lockable gate in the Northwest corner of the Henderson parcel where the jeep trail a/k/a "Homestead Road" meets the new roadway to be constructed hereby. Chelan Vista disclaims and hereby terminates any right, right-of-way, express easement or implied easement allowing access to, over or through, the

MUTUAL EASEMENT (FOR INGRESS,
EGRESS & UTILITIES)

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1 Henderson Property except as expressly granted in this Mutual Easement.

2 2.8 Term of Easement. The term of this easement is perpetual.

3 2.9 Maintenance and Repair. The cost of any maintenance and repair of the
4 above easement shall be borne by Chelan Vista provided Henderson shall indemnify Chelan
5 Vista for any repairs necessitated by the negligent, reckless or intentional acts or omissions of
6 Henderson or Henderson's invitees.

7 2.10 Attorney Fees. In the event any party employs legal counsel to enforce
8 any covenant of this easement, or to pursue any other remedy on default as provided herein, or
9 by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees,
10 appraisal fees, title search fees, other necessary expert witness fees and all other costs and
11 expenses not limited to court action. Such sum shall be included in any judgment or decree
12 entered.

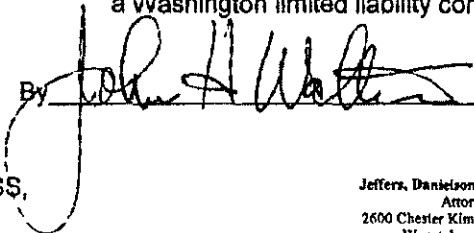
13 2.11 Appurtenant Easement. The benefits and burdens granted and imposed
14 by this instrument shall run with the lands described herein.

15 2.12 Venue. The venue of any action taken to enforce any part of this
16 easement shall be in Chelan County, Washington.

17 2.13 Number; Gender; Permissive Versus Mandatory Usage. Where the
18 context permits, references to the singular shall include the plural and vice versa, and to the
19 neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an
20 option or privilege and shall impose no obligation upon the party which may exercise such option
21 or privilege; use of the word "shall" shall denote a duty or an obligation.

22 2.14 Captions and Construction. The captions in this Easement are for the
23 convenience of the reader and are not to be considered in the interpretation of its terms.

24 CHELAN DEVELOPMENT COMPANY, L.L.C.,
25 a Washington limited liability company

26 By 

MUTUAL EASEMENT (FOR INGRESS,
EGRESS & UTILITIES)

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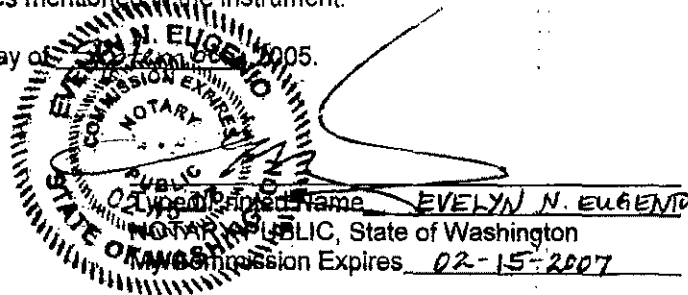
Carol H. Henderson
CAROL H. HENDERSON, A Widow

Carol H. Henderson
CAROL H. HENDERSON, Personal Representative of
the Estate of Dan F. Henderson, Deceased

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I CERTIFY that I know or have satisfactory evidence that JOHN H. WALTERS is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRESIDENT of CHELAN DEVELOPMENT COMPANY, L.L.C., a Washington limited liability company, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

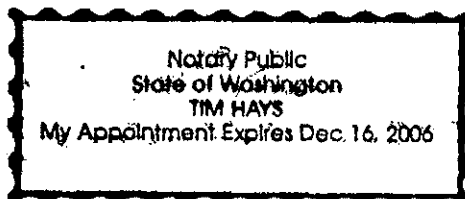
DATED this 6th day of September, 2005.



STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I CERTIFY that I know or have satisfactory evidence that CAROL H. HENDERSON is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 7th day of September, 2005.



Typed/Printed Name Tim Hays
NOTARY PUBLIC, State of Washington
My Commission Expires 12/16/2006

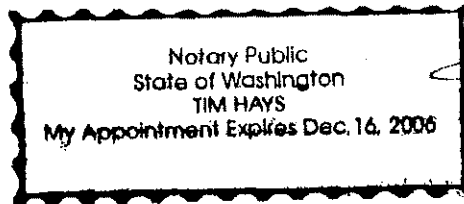
MUTUAL EASEMENT (FOR INGRESS,
EGRESS & UTILITIES)



1 STATE OF WASHINGTON)
 2) ss.
 3 COUNTY OF CHELAN)

4 I CERTIFY that I know or have satisfactory evidence that CAROL H.
 5 HENDERSON is the person who appeared before me, and said person acknowledged that she
 6 signed this instrument, on oath stated that she was authorized to execute the instrument and
 7 acknowledged it as the Personal Representative of the estate of Dan F. Henderson, to be the free
 8 and voluntary act of such parties for the uses and purposes mentioned in the instrument.

9 DATED this 7th day of September 2005.



10 Typed/Printed Name Tim Hays
 11 NOTARY PUBLIC, State of Washington
 12 My Commission Expires 12/16/2006

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