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Chelan Co. WA

Return Address:

Mr. Shannon Kollmeyer  
Safari Land and Development Co.  
P.O. Box 1418  
Chelan, WA 98816-1418

**CLOS CHEVALLE PLANNED  
DEVELOPMENT  
PROTECTIVE COVENANTS  
CHELAN COUNTY, WASHINGTON**

**Grantor/Grantee:** Safari Land and Development Co., a Washington corporation  
**Legal Description (abbreviated):** Ptns. NW ¼, Sec. 17, T. 27 N., R. 22, E.W.M., Chelan  
County, Washington. Additional legal on page 2.  
**Assessor's Tax Parcel ID#:** 27-22-17-200-050



## I. RECITALS

SAFARI LAND AND DEVELOPMENT CO., the "Developer", is the owner of real property located in Chelan County, Washington, legally described as follows:

The Northwest  $\frac{1}{4}$  of Section 17, Township 27 North, Range 22, E.W.M., lying West of US Highway 97A, Chelan County, Washington. Except that parcel sold to PUD (4.76 acres).  
AND EXCEPT State Highway right-of-way.

(referred to in these Protective Covenants as the "Property"). The Developer does hereby establish the following protective covenants, conditions and restrictions which shall run with, shall be for the benefit of, and shall burden the Property, subject to the limitations set forth below.

## II. DEFINITIONS

2.1 Residential Lots. For purposes of these covenants, the term "Residential Lots" shall mean building lots 1 through 66, as generally shown on the Site Plan and Lot Layout, attached hereto as Exhibit "A", and included within the Clos CheValle Final Planned Unit Development Plan approved by Chelan County.

2.2 Vineyard Tracts. For purposes of these covenants, the term "Vineyard Tracts" shall mean those properties designated for agricultural use by the Clos CheValle Final Planned Unit Development Plan approved by Chelan County, as generally shown on attached Exhibit "A". Those tracts are designated on attached Exhibit "A" as "Vineyards" and appear as lots "A" through "M".

2.3 Open Space Tracts. For purposes of these covenants, the term "Open Space" or "Open Space Tracts" shall mean those tracts designated for open space or community park purposes by the Clos CheValle Final Planned Unit Development Plan approved by Chelan County, and as generally shown on attached Exhibit "A", and appear as tract 1 through 8. The Developer shall convey the Open Space Tracts to the Association.

2.4 Owner. For purposes of these covenants, the term "Owner" shall mean the owner of any Residential Lot, Vineyard Tract or Open Space Tract unless specifically restricted to a particular type of lot or tract.



2.5 Homeowners Association. The term "Homeowners Association" or "Association" for purposes of these covenants shall refer to the Clos CheValle Planned Development Homeowners Association, a Washington nonprofit corporation.

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

### III. SCOPE OF COVENANTS

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

3.2 These Protective Covenants entirely supersede the Lakeview Homeowners Covenants recorded March 13, 2003, under Chelan County Auditor's No. 2138273.

### IV. PREAMBLE

4.1 Sometimes there is a fine line drawn between protecting property owners and inhibiting their life style. To fully understand the following protective covenants, it is necessary to understand the underlying theme or intent of Clos CheValle Planned Development as a development; rural living surrounded by small vineyards with insured quality and protected lifestyle. In addition, as this development shares a common access road with Bear Mountain Ranch Resort, it is the intent to present a common and unified landscape for the Residential Lot owners and visitors who will be traveling this road to visit the Resort.

### V. ADMINISTRATION

5.1 These covenants shall be administered by the Homeowners Association. The affairs of the Homeowners Association shall be conducted according to the Homeowners Association Articles of Incorporation, the Bylaws and these Protective Covenants.

5.2 All owners of Residential Lots located within the Clos CheValle Planned Development shall be members of the Association ("Members"). Vineyard Tract owners shall not be members of the Association. Members of the Association shall be entitled to vote, and shall



be entitled to one vote per Residential Lot. PROVIDED, however, that until ninety percent (90%) of all lots are sold, Developer may act as the Board and have all votes of the Members.

5.3 Amendments and Alterations. The Members may, at any time, alter or amend said covenants, in whole or in part, by execution and recording of a written alteration or amendment approved by sixty-seven percent (67%) of the Members eligible to vote. Provided that any such alteration or amendment must be consistent with the approved Clos CheValle Planned Unit Development, and if necessary, the alteration or amendment must be approved by Chelan County, and an Amendment to the Planned Unit Development filed, if required by Chelan County. Provided further that in the event of a proposed amendment will have any significant impact upon any Vineyard Tract, then all Vineyard Tract owners shall be entitled to vote regarding that proposed amendment. The alteration or amendment shall be accomplished by execution and recording of a written alteration or amendment approved by sixty-seven percent (67%) of the Members and Vineyard Tract owners if significantly impacted, with one vote per Residential Lot and one vote per Vineyard Tract.

5.4 Assessments. Annually the Board shall estimate the charges to be paid each year for administration of the covenants and shall include a reasonable reserve fund for maintenance, repairs and replacement of common elements. Said estimate shall be assessed against the Members on an equal per lot basis. The Board may make special assessments as necessary. Should a Member fail to pay an assessment, the Board may:

- a) file a lien against the lot and foreclose the lien like a mortgage;
- b) bring an action for monies owed; or
- c) seek injunctive relief.

5.5 Approval. When these covenants require Member approval, such approval shall be by sixty-seven percent (67%) vote, with one vote per Residential Lot. Provided, however, that in the event that an approval will have any significant impact upon any Vineyard Tract, then all Vineyard Tract owners shall be entitled to vote regarding that approval. The matter at issue in that case shall require sixty-seven percent (67%) approval of the Members and



Vineyard Tract owners if significantly impacted, with one vote per Residential Lot and one vote per Vineyard Tract.

5.6 Waiver. Waiver of any of these covenants shall be by sixty-seven percent (67%) vote, with one vote per Residential Lot. Provided, however, that in the event a proposed waiver will have any significant impact upon any Vineyard Tract, then all Vineyard Tract owners shall be entitled to vote regarding that proposed waiver. The waiver at issue in that case shall require sixty-seven percent (67%) approval of the Members and Vineyard Tract owners if significantly impacted with one vote per Residential Lot and one vote per Vineyard Tract.

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

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

5.9 Arbitration. In the event that a dispute is not resolved by mediation pursuant to the terms of preceding paragraph, or in the event either party chooses not to mediate, either party (first party) may submit the issue to arbitration by selecting an arbitrator and notifying the



other party (second party) of the selection. The second party shall either approve such arbitrator and proceed to arbitration or select an alternate arbitrator. The second party shall notify the first party of such acceptance or selection within seven days of the first notification. Upon receiving notification of the selection of an alternate arbitrator, the first party shall then approve the arbitrator and proceed to arbitration or reject the alternate arbitrator. The first party shall notify the second party of such approval or rejection within seven days of receipt of the notice from the second party. In the case of rejection, the first two selected arbitrators shall select a third arbitrator. The third arbitrator shall arbitrate the dispute. The arbitrators shall be familiar with residential development in the Chelan County area. None of the arbitrators shall be related to either party by blood or marriage, or related to a principal of either party, and shall have no economic interest direct or indirect with either party. The decision of the arbitrator shall be made within thirty (30) days after the arbitrator has been named and shall be binding upon the parties and non-appealable, other than as allowed under RCW 7.04A.230. The nonprevailing party shall pay the expense of the arbitration proceedings.

5.10 Enforcement. Enforcement, including enforcement of an arbitrator's decision, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The substantially prevailing party in any dispute involving the enforcement of these covenants shall be entitled to recover reasonable attorney's fees. Venue for any action arising under these Protective Covenants shall be in the Chelan County Superior Court.

## **VII. GENERAL COVENANTS**

6.1 Subdivision/Partition of Lots. No Residential Lots may be subdivided. Owners of Residential Lots may not cause the partition of a lot by agreement or court order. All owners of Residential Lots waive any statutory or common law rights to partition. Vineyard Tracts and Open Space Tracts may be subdivided or partitioned only if approved by the County, but no subdivision or partition of a Vineyard Tract or an Open Space Tract shall affect the limitations on use imposed by the Planned Unit Deveopment or the limitations imposed by these Covenants.



6.2 Approval of Plans. No building, including outbuildings, shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of the structure, the location and surfacing of the driveway and the landscaping immediately surrounding the structure have been approved by the Board.

6.3 Aesthetic Control. The homes at Clos CheValle Planned Development will be classic designs with traditional architecture, rich in character and detail reminiscent of homes found in the wine country of southern Europe. The unifying concept for home designs is that they each exhibit a wine country aesthetic. Whether it is the Napa Valley, Tuscany, Provence, Andalusia, Burgundy, or Monterey, desirable homes in these wine country locations around the world all share timeless principles and qualities. The Board shall adopt guidelines to give the Residential Lot owners and their architects a community design framework and standards for design of all homes and ancillary structures that may be built on the building pad and landscape areas.

The main objective of site development and landscape design for homes is to blend into and enhance the beautiful natural environment of the surrounding foothills, mountains, and vineyards.

The Board shall consider quality of workmanship and materials, harmony of external design with existing structures and the intended nature of the plat, conformance with these covenants and location with respect to topography and finished grade elevation. Harmony is to be maintained through use of earth-tone colors and natural building materials where possible. Bright colors and reflective materials are to be avoided. The Board may employ the services of an architect, engineer or any other person to render professional advice, and may pay reasonable compensation for services, which compensation may be charged directly to any applicant who has submitted plans for review. Board decisions on site, building and landscape plans shall be binding on all Members, subject to the mediation and arbitration provisions set forth below. The Board may appoint and empower an Aesthetic Control Committee to enforce this and other sections of these Covenants.



6.4 Use or Rental of Premises. No Residential Lots shall ever be used in a fashion which unreasonably interferes with the other owners' use and enjoyment of their respective properties. No daily or weekly rentals shall be allowed. The Residential Lots shall be rented only on a not less than monthly basis pursuant to a written lease.

6.5 Marketing. Developer (and to the extent approved by Developer, custom builders) shall have the right to: a) maintain model homes, signs, banners, flags, sales offices, sales and construction trailers, leasing offices, storage areas, parking lots and related facilities in any lots owned or controlled by Developer or custom builders within the project as are necessary or reasonable, in opinion of Developer, for the sale or disposition of the lots, b) use lots owned or controlled by Developer or custom builders in accordance with any promotional programs established from time to time by Developer, and c) conduct its business of disposing of lots by sale, lease or otherwise.

6.6 Maintenance of Vacant Lots. All vacant Residential Lots shall be maintained in a reasonably presentable condition. After reasonable notice to the Member, the Association shall have the right at all times to enter upon any lot to water, mow, remove debris or other waste material and to charge the expense thereof to the Member as an assessment.

6.7 Offensive Activity. No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done or maintained thereon which may be, or become, an annoyance or nuisance, or adversely affect the use, value, occupation and enjoyment of any property in the development.

6.8 Animals. No animals shall be allowed except traditional small household pets. All dogs must be kept within the boundary of the lot or tract Owners' property, or under the control of the lot or tract Owner (family or guests) when using the open space parks or trail system.

6.9 High Intensity Lighting. No exterior mercury vapor lamps are to be installed, except by prior written approval of the Board.

6.10 Electrical and Telephone Service. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower





or other structure supporting said outdoor overhead wires shall be erected, placed or maintained. All Owners shall use underground service to connect to the underground electrical or telephone utility facilities.

6.11 Refuse. No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the development. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose.

6.12 Vehicles/Outhouses. No recreational vehicle or equipment, including, without limitation, park model R.V.'s, mobile homes, trailers, boats, campers, buses, tents or outbuildings shall be used on any lot at any time, either temporarily or permanently, as a residence, including construction periods.. No free-standing outhouse or lavatory for privy purposes shall be erected or maintained or placed on any lot or lots except during the construction of a home.

6.13 Parking and Storage of Vehicles. No street parking of any type is permitted. Only passenger vehicles permitted for operation on public roads shall be allowed to park on driveways. All other vehicles, motorized or unmotorized, including trailers and R.V.'s, must be parked and/or stored in an approved garage.

6.14 Drives and Off-Street Parking. At the time a structure is built on a lot, adequate off-street parking for at least two (2) cars shall be provided on the lot. All driveways and parking bays shall be constructed of asphalt paving or concrete unless approval for use of other material is granted in advance in writing by the Board.

6.15 Sewage Disposal Systems. Sewage disposal systems must comply with the Lake Chelan Water Quality Plan and any other applicable governmental regulations. Drainfields may be located within Vineyard Tract or Open Space with approval of the Association or affected Vineyard Tract owner to ensure the location does not interfere with Vineyard Tract or Open Space operations.

6.16 Landscaping. The landscaping approved by the Board must be completed on each lot within one year from the date the dwelling is first occupied. No trees,



hedges or shrubs shall be grown or maintained in a fashion which unreasonably interferes with the other Owners use and enjoyment of their respective properties. The Board shall determine whether any given trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be conclusive. All fruit trees shall be kept insect and disease free. All landscaping shall be maintained and cared for in a manner consistent with the originally approved design. Noxious weed control is the responsibility of the individual lot and tract Owners. Owners shall not use herbicides to which grapes are sensitive such as Phenoxy-type herbicides (i.e., 2,4-d, Dicamba, MCPA).

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

6.18 Emergency Exits. Clos CheValle Road is designated an emergency exit road for Bear Mountain Ranch Resort. The loop through Bear Mountain Resort connecting Clos Chevalle Road to Bear Mountain Road is available as an emergency exit for Clos Chevalle.

6.19 Vineyards. By acceptance of a deed to a lot in Clos CheValle Planned Development, each Owner acknowledges that the development is integrated throughout with existing or planned vineyards. Owners acknowledge and agree that the Vineyard Tract property Owners have a continued right to operate their properties for agricultural purposes and that these uses have impacts, including (but not limited to), a) overspray in connection with the watering of the vineyards, b) noise from maintenance and operation of equipment including without limitation, irrigation system, compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night or continuously, c) odors arising from



irrigation, fertilization, and spraying, including sulphur, of the vineyards, d) dust caused by wind or farming operations, including plowing, and e) disturbance and loss of privacy resulting from personnel and equipment working in the vineyards or equipment temporarily parked in the vineyards or roadway. The existence and operation of the vineyards may cause or increase the symptoms of people with allergies. Additionally, each Owner acknowledges that pesticides and chemicals, including sulphur, may be applied to the vineyards throughout the year. Each Owner expressly accepts such impacts and agrees that neither Developer or the vineyard operator or any of their successors or assigns shall be liable to an Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's lot or residence to any vineyard, including without limitation, any claim arising in whole or in part from the concurrent negligence of Developer or the vineyard operator or their respective successors or assigns. The Owners hereby agree to indemnify and hold harmless Developer and any entity operating the vineyards and their respective successors and assigns, against any and all such claims by any Owner's invitees.

Each Vineyard Tract owner agrees to make reasonable efforts to minimize the impact of agricultural operations upon the owners of Residential Lots. Vineyard Tract owners agree to use sound horticultural practices to the extent not inconsistent with these covenants in the operation of their properties.

6.20 Vineyard Tract Maintenance. The Vineyard Tracts are to be owned and operated by entities other than the Association. The Vineyard Tracts may not be redeveloped into residential use. If agricultural use is suspended, these tracts shall nonetheless be maintained. If any Vineyard Tract is not maintained, or is abandoned, the Board may undertake maintenance such as regular mowing and watering, or pest and weed control, of the Vineyard Tract at that tract owner's expense. If not reimbursed, the Board may seek reimbursement from the Vineyard Tract owner pursuant to Paragraph 5.4 above and these Protective Covenants.



6.21 Development of Parcel "K". Notwithstanding any other provisions of these Covenants, the tract identified as "Agricultural Building and Load Area "K" on attached Exhibit "A" may be developed for a winery production facility, with agricultural shop and storage buildings, as approved by Chelan County as part of the Clos CheValle Planned Unit Development.

6.22 Development of Parcel "G". Notwithstanding any other provisions of these Covenants, the tract identified as "Parcel 'G'" on attached Exhibit "A" may be used for all purposes that meet the Open Space requirements imposed by Chelan County for the Clos CheValle Planned Unit Development. This limitation on use can be modified, and other uses allowed, provided that any such other uses meet with the approval of Chelan County, are determined by Chelan County as having no impact upon the Clos CheValle Planned Unit Development and an Amendment to the Planned Unit Development filed by the owner of Parcel "G", if required by Chelan County

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

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

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



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

6.27 Disturbed Earth. Removal and disruption of vegetative cover shall be minimized to protect the existing vegetation to the fullest extent possible. Disturbed areas shall be reseeded or landscaped.

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

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

6.30 Businesses. The Residential Lots shall be restricted in use as single-family residences unless an in-home business is approved pursuant to a conditional use permit. No store or business shall be carried on upon said premises or permitted thereon which involves on-premises sales, or which constitutes a nuisance.

6.31 Antenna. There shall be no satellite dish of any sort either installed or maintained which is visible from neighboring property except with prior written approval of the Board.

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

6.33 Fires. There shall be no exterior fires whatsoever, except for barbecues.



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

## VII. BUILDING COVENANTS

7.1 Type of Structures. No more than three outbuildings, i.e., garages, barns, boathouses, etc., will be allowed on each lot.

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

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

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

7.5 View. One objective of the Board's review of plans is to value views of each site, both among adjacent neighbors and within the community. Building location on each lot shall be situated to the extent possible to not unreasonably interfere with established views of adjoining lots. The Board shall determine whether the height of any proposed structure unreasonably interferes with those rights. Tree planting and landscaping shall not unreasonably interfere with established views of adjoining lots.

7.6 Roof Materials. No building or structure shall be permitted on any lot without Class A non-combustible roofing material as defined in the Uniform Building Code.

7.7 Dwelling Size. No single story dwelling shall be constructed having a fully enclosed main floor living area of less than 2,000 square feet (this does not include garages, balconies, patios and the like), except on written waiver by the Board. If two stories, the main floor shall be not less than 1,600 square feet.



7.8 Garages. Garages on lots may be detached from the main dwelling structure. However, carports must be a part of the main dwelling structure or be connected to it by a roof or fence. At least one side of a carport must be enclosed. The design, roof slope and materials of garages and carports shall be compatible with those of the main dwelling and must conform to all set-back restrictions.

7.9 Fences. Any fence which is built must be maintained in an aesthetic manner, so that the fence is not broken, leaning, or otherwise has a shabby appearance.

7.10 Time of Completion. Any dwelling or structure erected on said subdivision shall be completed as to external appearance, including finished painting, within one year from the date of the initial issuance of the building permit. Provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, order of governmental authorities or any other interruption beyond the control of the Owner.

7.11 Repair. All buildings located on any lot in Clos CheValle shall be kept in good repair and in a generally attractive condition.

### **VIII. UTILITY AND COMMON ELEMENTS COVENANTS**

8.1 Storm Sewer. The Association shall maintain and repair as necessary the storm sewer system and retention area in its originally designed condition and in accordance with any applicable governmental regulations.

8.2 Roads and Sidewalks. The Association shall maintain and repair as necessary the roads and sidewalks, except Bear Mountain Road, in their originally designed condition and in accordance with any applicable governmental regulations, and shall provide for timely snow removal, unless dedicated to a governmental authority that accepts responsibility for such maintenance, repair and snow removal. All Owners and Lot 4, Lakeview Short Plat #407, shall have the right to use the roadways. All costs for maintenance and repairs shall be assessed to Members and Lot 4, Lakeview Short Plat #407, on a per lot basis.

8.3 Gates and Signs. The Association shall maintain all gates, all signs and the perimeter deer fencing.



8.4 Group Mailbox System. The Association shall maintain the group mailbox system.

8.5 Water. Water for both domestic and irrigation systems and for fire suppression is provided by Lakeview Utilities Company, Inc. ("Lakeview"). Lakeview will have a separate service agreement with each Owner which will include the right to lien property for failure to pay the utility bills. Lakeview will maintain the domestic water system up to the domestic meter. Lakeview will maintain the irrigation system up to the valve on each lot's lateral line. Lakeview will maintain the fire suppression system. The Association shall have no maintenance or repair responsibilities for either the domestic or irrigation water systems or the fire suppression system.

8.6 Park and Trails. The development will include a park and trail system which the Association shall maintain. The Owners, and the owners of lots in the Grandview Village (20 lots), and their invitees shall also have access to the park and trail system. Other users may be allowed to use the facilities upon Board approval. All costs for maintenance and repairs shall be assessed to Members on a per lot basis.

8.7 Interpretation. These Protective Covenants shall be interpreted to be consistent with the Clos CheValle Final Planned Unit Development Plan approved by Chelan County. To the extent of any inconsistency, the provisions of the Clos CheValle Final Planned Unit Development Plan approved by Chelan County shall control.

DATED this 4<sup>th</sup> day of Jan, 2006.

SAFARI LAND AND DEVELOPMENT CO.  
A Washington Corporation

By Shannon Kollmeyer  
SHANNON KOLLMEYER, President

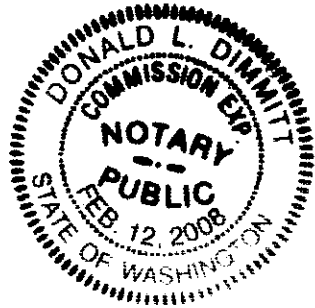





STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF Chelan     )

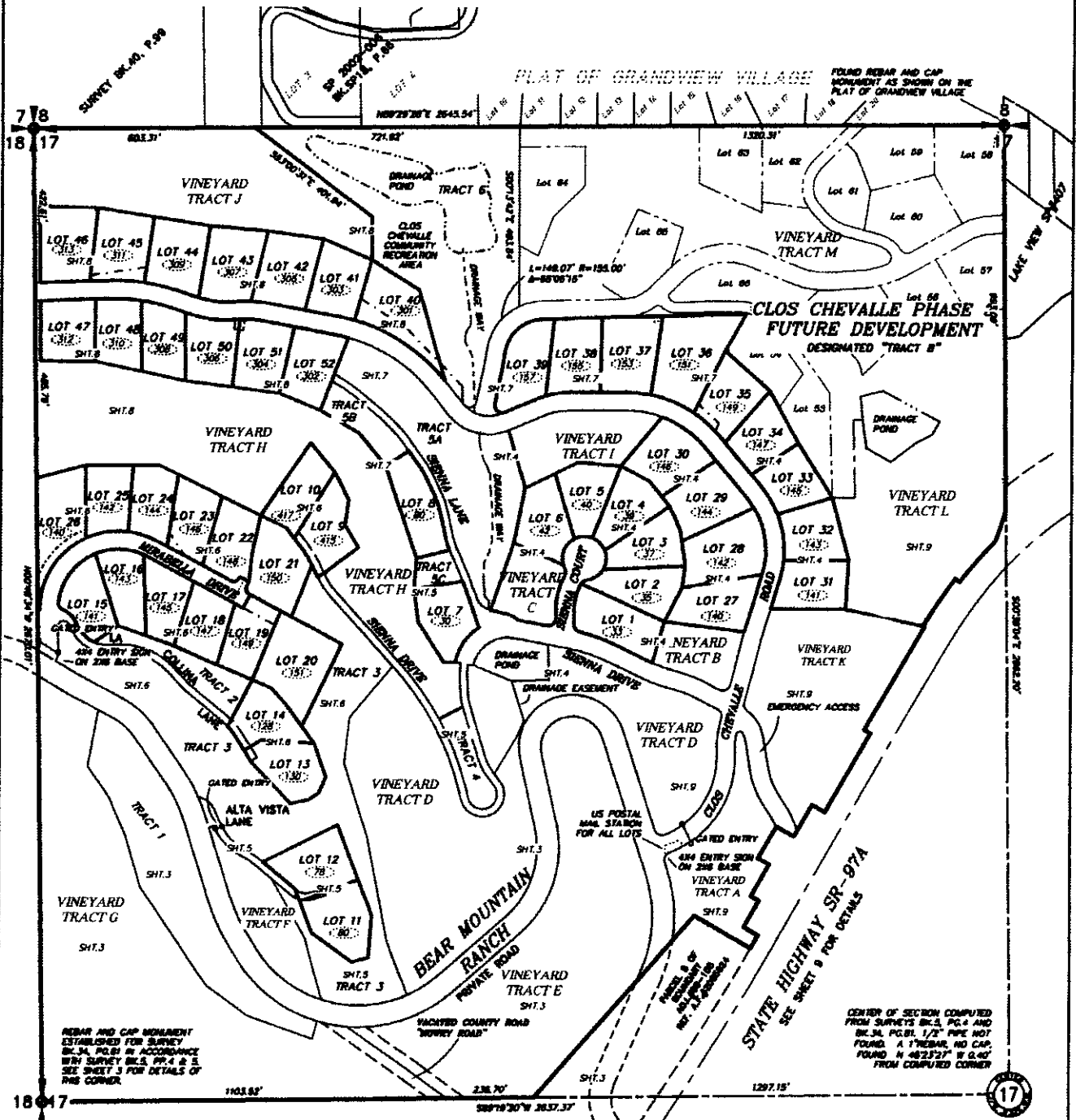
I certify that I know or have satisfactory evidence that SHANNON KOLLMEYER is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of SAFARI LAND AND DEVELOPMENT CO., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 4<sup>th</sup> day of Jan, 2006



  
Typed/Printed Name Donald L Dimmitt  
NOTARY PUBLIC  
In and for the State of Washington  
My appointment expires 2/12/08

# EXHIBIT A



REBAR AND CAP MONUMENT ESTABLISHED FOR SURVEY BK. 34, PG. 81 IN ACCORDANCE WITH SURVEY BK. 3, PG. 4 & 5. SEE SHEET 3 FOR DETAILS OF THIS CORNER.

CENTER OF SECTION COMPUTED FROM SURVEYS BK. 3, PG. 4 AND BK. 34, PG. 81. 1/2" PIPE NOT FOUND. A 1" REBAR, NO CAP, FOUND 4' 48.72" W OF C.O.S. FROM COMPUTED CORNER.



OVERALL LAYOUT PLAT  
**CLOS CHEVALLE P.D.**  
 PHASE 1 & 2

**Pinnacle Surveying**  
 Tim Hollingsworth, PLS  
 601 W. Woodin Ave., P.O. Box 1107 - Chehalis Washington, 98816  
 509.682.2266 - holly.pls@pinnacle.net

DRAWN BY: BN	LAYOUT SHEETS
DATE: 12-20-2005	FILE NO: 204017-COVER
SCALE: 1"=300'	JOB NO: 204017-PLAT

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 CHEHALIS COUNTY WA  
 SAFARI LAND & DEVELOPMENT  
 COVER# 49.08