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Return Address:

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

FIRST AMENDMENT TO 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



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I. RECITALS

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

> Proposed Lots 58, 59, 60, 61, 62 and 63 of Phase 3, Clos Chevalle Planned Development, being a portion of Tract 8, Clos Chevalle Planned Development, Phases 1 and 2, Chelan County, Washington, according to the plat thereof recorded in Book 30 of Plats, pages 10-18.

> Lot 4, Lakeview Short Plat No. 407, Chelan County, Washington, according to the Short Plat thereof recorded in Book 756, pages 1124-1128, as amended by Survey recorded August 23, 1978, in Book 8 of Surveys, page 1, under Auditor's No. 790353.

SAFARI LAND AND DEVELOPMENT CO., is the owner of at least ten percent (10%) of all lots within the Clos Chevalle Planned Development, including the six proposed lots referenced above and the lots within Phases I and II, described as follows:

> Clos Chevalle Planned Development, Phases 1 and 2, Chelan County, Washington, according to the Plat thereof recorded in Book 30 of Plats, pages 10-18.

II. PRIOR DOCUMENT

2.1 Covenants. This document amends the Clos Chevalle Planned Development Protective Covenants, Chelan County, Washington, recorded under Auditor's No. 2217991 on January 4, 2006.

II. AMENDMENT TO PLAT

Sewer Line Availability. Lots 58 through 63 of Phase III Clos Chevalle and Lot 4, SP 407, all described above, are served by sewer lines that connect to the South Lakeshore Sewer District mainlines. The Clos Chevalle Homeowners Association shall maintain and repair this sewer line system as necessary in its originally designed condition and in accordance with any applicable governmental regulations. The sewer lines are located within the sewer easements depicted on the Plat of Phase III Clos Chevalle Planned Development. The Association shall charge the cost of this maintenance to the lots referenced above and those costs shall be assessed and collected pursuant to the original Covenants.

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

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3.2 Reimbursement Charges. At such time as the lots described above connect to the sewer line a fee of Five Thousand and No/100 Dollars (\$5,000.00) shall be paid to SAFARI LAND AND DEVELOPMENT CO. In the event of nonpayment SAFARI LAND AND DEVELOPMENT CO., shall have the same collection options afforded the Homeowners Association in the original Covenants. In addition, a sewer connection charge shall be paid to the City of Chelan based upon their standard connection charge schedule in effect at the time of service connection. A normal monthly assessment shall also be paid to the City of Chelan by the espective lot owners.

3.3 No Other Changes. The remainder of the original Protective Covenants or Clos Chevalle Planned Development shall remain unchanged.

IV. WARRANTY OF OWNERSHIP

Warranty. The undersigned hereby warrants that it owns more than ten ercent (10%) of the lots within Clos Chevalle Planned Development and thus pursuant to ections 5.2 and 5.3 of those Covenants has all votes of members and the right to amend the

DATED this 2 kt day of Nov.

SAFARI LAND AND DEVELOPMENT CO. A Washington Corporation

SHANNON KOLLMEYER, President

TATE OF WASHINGTON) ss. **OUNTY OF**

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

Typed/Pripled Name **NOTARÝ PUBLIC**

In and for the State of Washington

My appointment expires 3~/

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