

AFTER RECORDING MAIL TO:

Fehr Law Office, PLLC  
PO Box 1606  
Chelan, WA 98816

Skip Moore, Auditor, Chelan County, WA. AFN # 2587295  
Recorded 10/11/2023 at 01:49 PM  
COVEN Pages: 4  
Filing Instrument \$206.50  
Fehr Law Office

THIRD AMENDMENT TO  
CLOS CHEVALLE PLANNED DEVELOPMENT  
PROTECTIVE COVENANTS

---

GRANTOR: (1) Clos CheValle Planned Development Homeowners Association

GRANTEE: (1) Clos CheValle Planned Development Homeowners Association

REFERENCE NO. OF AMENDED DOCUMENT: 2217991

LEGAL DESCRIPTION (abbrev.): Lots 1-67, Clos Chevalle Planned Development, Ph. 1, 2 and 3; Tracts A-M, Clos Chevalle Planned Development Ph. 1, 2 and 3

ASSESSOR'S TAX PARCEL ID:

27-22-17-507-540, 27-22-17-507-660, 27-22-17-507-001, 27-22-17-507-002, 27-22-17-507-600,  
27-22-17-507-570, 27-22-17-507-560, 27-22-17-507-630, 27-22-17-507-610, 27-22-17-507-620,  
27-22-17-507-590, 27-22-17-507-530, 27-22-17-507-650, 27-22-17-507-640, 27-22-17-507-550,  
27-22-17-506-006, 27-22-17-506-007, 27-22-17-506-009, 27-22-17-506-460, 27-22-17-506-030,  
27-22-17-506-140, 27-22-17-506-410, 27-22-17-506-120, 27-22-17-506-170, 27-22-17-506-440,  
27-22-17-506-220, 27-22-17-506-130, 27-22-17-506-100, 27-22-17-506-390, 27-22-17-506-430,  
27-22-17-506-230, 27-22-17-506-180, 27-22-17-506-260, 27-22-17-506-210, 27-22-17-506-060,  
27-22-17-506-400, 27-22-17-506-450, 27-22-17-506-080, 27-22-17-506-370, 27-22-17-506-350,  
27-22-17-506-250, 27-22-17-506-470, 27-22-17-506-310, 27-22-17-506-320, 27-22-17-506-330,  
27-22-17-506-380, 27-22-17-506-480, 27-22-17-506-490, 27-22-17-506-500, 27-22-17-506-270,  
27-22-17-506-280, 27-22-17-506-290, 27-22-17-506-190, 27-22-17-506-150, 27-22-17-506-160,  
27-22-17-506-020, 27-22-17-506-001, 27-22-17-506-002, 27-22-17-506-003, 27-22-17-506-004,  
27-22-17-506-005, 27-22-17-506-090, 27-22-17-506-070, 27-22-17-506-510, 27-22-17-506-200,  
27-22-17-506-690, 27-22-17-506-360, 27-22-17-506-240, 27-22-17-506-300, 27-22-17-506-520,  
27-22-17-506-110, 27-22-17-506-010, 27-22-17-506-040, 27-22-17-506-050, 27-22-17-506-420,  
27-22-17-506-340, 27-22-17-506-630, 27-22-17-506-640, 27-22-17-506-650, 27-22-17-506-660,  
27-22-17-506-670, 27-22-17-506-680, 27-22-17-506-700, 27-22-17-506-710, 27-22-17-506-720,  
27-22-17-506-730, 27-22-17-507-580

---

THIRD AMENDMENT TO CLOS CHEVALLE PLANNED  
DEVELOPMENT PROTECTIVE COVENANTS

## I. RECITALS

A. Clos CheValle Planned Development Homeowners Association (“the Association”) is a nonprofit homeowners association operating pursuant to Chapter 64.38 RCW;

B. The Clos CheValle Planned Development Protective Covenants (“the Covenants”) was recorded January 4, 2006 under Chelan County Auditor’s File No. 2217991;

C. An amendment designated as “First Amendment” to the Covenants, dated November 21, 2006, was recorded November 22, 2006 under Chelan County Auditor’s File No. 2243071.

D. An amendment designated as “Second Amendment” to the Covenants, dated June 5, 2013, was recorded June 7, 2013 under Chelan County Auditor’s File No. 2383688.

E. Pursuant to Section 5.3 of the Covenants, the Members may, at any time, alter or amend the Covenants, in whole or in part, by execution and recording of a written amendment approved by sixty-seven percent (67%) of the Members eligible to vote.

F. The Members of Clos CheValle Planned Development Homeowners Association, a Washington nonprofit corporation (“the Association”) desire to amend the Covenants to allow for operation of a commercial wine tasting room in conjunction with the current vineyard located on Tract K, as so labeled on the Plat map for Clos Chevalle Planned Development, Phases I and II, also known as “Parcel K.” As part of converting Tract K to a wine tasting facility, the agricultural shop and storage building currently located on Tract K may be relocated to the Southwesterly corner of Vineyard Tract E.

G. In order to mitigate any negative effects from the operation of the wine tasting room, the Board of Directors of the Association facilitated the creation of an Agreement between the Association, and Clos CheValle Vineyards, LLC, the proposed proprietor of the wine tasting room, with the owner(s) of the residential parcel adjacent to the proposed wine tasting room identified as a third-party beneficiary to said Agreement.

H. An informational meeting of the Members of the Association was held via Zoom on July 6, 2023 at which Members were given an opportunity to ask questions and express opinions about the proposed amendment.

I. Subsequent to the July 6, 2023 information meeting, a vote of the Members without a meeting was held pursuant to RCW 64.38.120 as to the following motion: “Shall the Association amend Paragraph 6.21 of the Covenants to allow for commercial wine tasting on Tract K?” The

Board determined that enough ballots to constitute a quorum were received from the Members and the votes were tabulated on September 1, 2023. The motion passed with 54 votes in favor of the motion (66 votes in favor, including Vineyard Tract votes) and 3 votes against the motion, an 80.6% rate of approval (82.5% including Vineyard Tract votes).

J. The undersigned President and Secretary of the Association do hereby certify that the requirements of the Covenants to amend the Covenants have been complied with and, therefore, declare and adopt the following Third Amendment to the Covenants.

## **II. AMENDMENT**

Paragraph 6.21 of the Covenants is hereby amended to additionally allow for a commercial wine tasting room on Tract K subject to the terms and conditions of that Agreement dated on October 10, 2023 between Clos CheValle Vineyards, LLC and Clos CheValle Planned Development Homeowners Association. The President of the Association shall be authorized to execute said Agreement on behalf of the Association. Once it has been signed by the parties thereto, the Board of the Association shall not agree to amend any material term of said Agreement without the approval of the Members of the Association pursuant to Paragraph 5.3 of the Covenants. The agricultural shop and storage building currently on Tract K may be relocated to the Southwest corner of Vineyard Tract E.

## **III. NO OTHER CHANGES**

Except as amended hereby, the Covenants, as amended, shall remain in full force and effect. This Third Amendment shall take effect upon recording. The terms of this Third Amendment shall control over and implicitly amend any inconsistent provision of the Covenants.

[Intentionally left blank]

