

9003020003

DECLARATIONS ESTABLISHING COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR
COVE OVERLOOK PARK CONDOMINIUM

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AMENDMENTS TO COPA DECLARATIONS

Book 924	Page 1404	Article 9, Section 9.2 – deleted; recorded 2/1/02
Book 924	Page 1405	Article 9, Section 9.7 – amended; recorded 10/23/06
Book 924	Page 1409	Article 13 – amended; recorded 10/23/06
Book 924	Page 1413	Article 16, Section 16.3 – amended; recorded 10/23/06
Book 924	Page 1414	Article 16, Section 16.6 – amended; recorded 10/23/06
Book 924	Page 1403	Article 9, Section 9.1 – amended; recorded 9/20/13

Cove Overlook Park Condominium
C/O Joy Brown, Secretary
116 Heather Lane
Wenatchee, WA 98801

Skip Moore, Auditor, Chelan County, WA.
AFN # 2390268
Recorded 03:04 PM 09/20/2013
COVEN Page: 1 of 3 \$74.00 COVE

AMENDED DECLARATIONS
COVE OVERLOOK PARK CONDOMINIUM

SELLER (GRANTOR): COVE OVERLOOK PARK CONDOMINIUM
PURCHASERS (GRANTEE): COVE OVERLOOK PARK CONDOMINIUM
Legal Description (abbrev.): Portions of Government Lot 1, NE ¼, SE ¼, S20, T28N, R21 EWM
Assessor's Tax Parcel ID#: 282120525 050

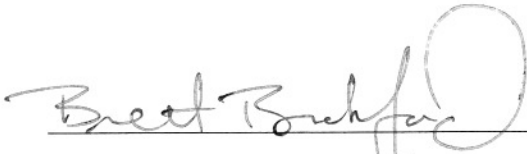
WHEREAS, Declarations establishing Covenants, Conditions, Restrictions, Reservations and Easements for Cove Overlook Park Condominium were recorded on March 1, 1990, under Auditor's Number 9003020008, records of Chelan County, AND

WHEREAS, the current owners of Cove Overlook Park Condominium wish to amend paragraph 9.1 of said Declaration; AND

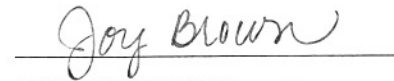
WHEREAS, the undersigned Officers and directors of Cove Overlook Park Condominium hereby certify that sixty-seven percent (67%) of the owners of this Association have approved, in writing, and pursuant to the Bylaws and Declarations of the Condominium, approve the following Amendment to the Declarations establishing Covenants, Conditions, Restrictions, Reservations and Easements for Cove Overlook Park Condominium is hereby amended to:

Section 9.1 Residential Use. The buildings and Units are intended for and restricted to residential use on an ownership basis for social, recreational, or other reasonable activities normally incident to such use and for purposes of operating the Association. Unit Owners may rent their mobile/manufactured home ("Manufactured Home") among Unit Owners for any duration of time. Unit Owners may rent their Manufactured Home to third parties (persons outside of the Association) provided such rental is for a minimum rental period of thirty (30) days. Owners shall submit names and contact information of non-Owner related renters to the Board. Renters shall not sublet. Unit Owners are liable for any and all actions, damages, and claims caused by their tenants or failure to comply with the Association Declarations and Bylaws. Marketing of rental opportunities shall not be by advertisement. For purposes of this Article 9, "Manufactured Home" means all prefabricated and/or manufactured modular home as specified in Section 9.7

Cove Overlook Park Condominium
C/O Joy Brown, Secretary
116 Heather Lane
Wenatchee, WA 98801



BRETT BICKFORD, President



JOY BROWN, Secretary

Amended Declarations, Section 9.1
Cove Overlook Park Condominium

Cove Overlook Park Condominium
C/O Joy Brown, Secretary
116 Heather Lane
Wenatchee, WA 98801

STATE OF WASHINGTON)
) ss
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that BRETT BICKFORD 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 COVE OVERLOOK PARK CONDOMINIUM ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20 day of September, 2013





NOTARY PUBLIC in and for the
State of Washington

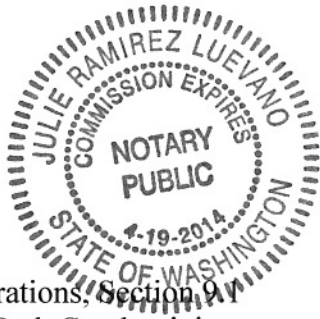
Residing at: Chelan County

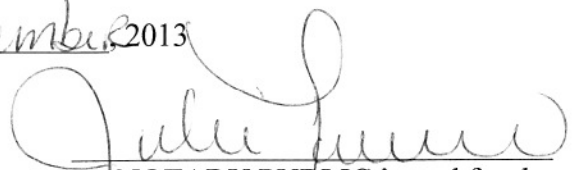
My Commission Expires: 4.19.2014

STATE OF WASHINGTON)
) ss.
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that JOY BROWN is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of COVE OVERLOOK PARK CODOMINIUM ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 20 day of September, 2013





NOTARY PUBLIC in and for the
State of Washington

Residing at: Chelan County

My Commission Expires: 4.19.2014

Amended Declarations, Section 9
Cove Overlook Park Condominium

Cove Overlook Park Condominiums
C/O Linda Ross, Secretary
401 23rd Street NE
East Wenatchee, WA 98802



2240580
Page: 1 of 4
10/23/2006 11:35A
Chelan Co, WA

AMENDED DECLARATIONS
COVE OVERLOOK PARK CONDOMINIUMS

SELLER (GRANTOR): COVE OVERLOOK PART CONDOMINIUM
PURCHASERS (GRANTEE): COVE OVERLOOK PART CONDOMINIUM
Legal Description (abbrev.): P & N of Gov't Lt 18, NE ¼, SE ¼,
Assessor's Tax Parcel ID#: 282120525 050

WHEREAS, Declarations establishing Covenants, Conditions, Restrictions, Reservations and Easements for Cove Overlook Park Condominium were recorded on March 1, 1990, under Auditor's Number 9003020008, records of Chelan County, AND

WHEREAS, the current owners of Cove Overlook Park Condominium wish to delete the following paragraphs labeled: Section 9.7, Article 13, and Sections 16.3 and 16.6 of said Declaration; AND

WHEREAS, the undersigned Officers and directors of Cove Overlook Park Condominium hereby certify that sixty-seven percent (67%) of the owners of this Association have approved, in writing, and pursuant to the Bylaws and Declarations of the Condominium, approve the following Amendments to the Declarations establishing Covenants, Conditions, Restrictions, Reservations and Easements for Cove Overlook Park Condominium is hereby amended to:

Section 9.7 Manufactured Housing. No recreational vehicles such as campers, fifth-wheel trailer, travel trailers, tents, tent trailers, etc., shall be permitted on any lot. Manufactured Home(s) may be installed on any lot by a unit owner providing the following conditions are met:

- 9.7.1 Prior to replacement of an existing Manufactured Home or installation of a new Manufactured Home, every unit owner shall obtain the prior written consent of the COPA Board;

- 9.7.2 The size of the Manufactured Home shall be limited to whatever each lot can reasonably accommodate consistent with local and state codes, laws and regulations;
- 9.7.3 Manufactured Homes shall only be one story; and
- 9.7.4 Every Manufactured Home shall be certified as an HUD approved manufactured home.

It is advised that each unit owner obtain Association approval prior to purchasing a Manufactured Home. No additions shall be added to trailers such as decks, porches, add-ons, tilt-outs, etc., without the prior written consent of the Board of Directors of the Association.

ARTICLE 13. NOTICES.

All notices given under the provisions of this Declaration or by Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail, fax or email. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the owner of any unit shall be sufficient if mailed to the unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the president or secretary of the Association.

Section 16.3 Annual Assessments for Common Expenses. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be paid annually on or before March 31, or as related to supplemental assessments in a timely manner as determined by the Board of Directors. The assessments shall be assessed to the units and their respective owners in proportion to the units' percentages of undivided interest in the common areas and facilities. Assessments shall accrue on all units in accordance with the percentages set forth in Schedule C.

Section 16.6 Payment of Annual Assessments. On or before March 31 each owner shall pay or cause to be paid to the treasurer of the Association the assessment against the unit for that year. Any assessment not paid by March 31 shall be delinquent and subject to late charges, interest charges and collection procedures as provided in Article 17.



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Page: 3 of 4
10/23/2006 11:35A
Chelan Co, WA


JOHN SIRMON, President


LINDA ROSS, Secretary

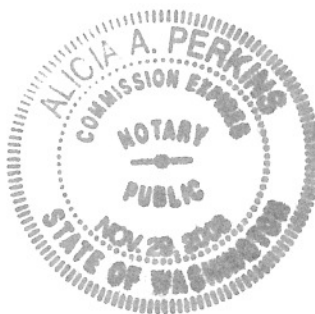
Amended Declarations

Cove Overlook Park Condominium

STATE OF WASHINGTON)
COUNTY OF Douglas) SS
~~CHELAN~~)

I certify that I know or have satisfactory evidence that JOHN SIRMON 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 COVE OVERLOOK PARK CONDOMINIUMS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of October, 2006



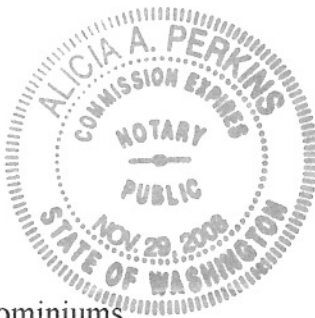
Melissa A. Perkins
NOTARY PUBLIC in and for the
State of Washington
Residing at: EW Wenatchee
My Commission Expires: 11-29-08



STATE OF WASHINGTON)
COUNTY OF Douglas) ss.
CHELAN)

I certify that I know or have satisfactory evidence that LINDA ROSS is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Secretary of COVE OVERLOOK PARK CODOMINIUMS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 23rd day of October, 2006



Alicia A. Perkins
NOTARY PUBLIC in and for the
State of Washington
Residing at: E Wenatchee
My Commission Expires: 11-29-08

Amended Declarations
Cove Overlook Park Condominiums

Return to: David M. Bohr
Attorney at Law
224 South Mission Street
Wenatchee, WA 98801

AMENDED DECLARATIONS
COVE OVERLOOK PARK CONDOMINIUMS

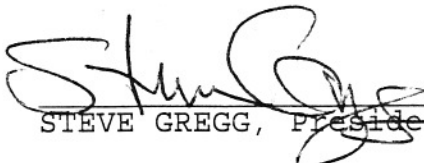
SELLER (GRANTOR): COVE OVERLOOK PARK CONDOMINIUM
PURCHASER (GRANTEE): COVE OVERLOOK PARK CONDOMINIUM
Legal Description (abbrev.): P & N of Gov't Lt 18, NE 1/4, SE 1/4,
S20 & P & N of Gov't Lt 4, S21, T28N, R21
Assessor's Tax Parcel ID#: 282120525 050

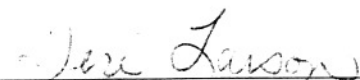
WHEREAS, Declarations establishing Covenants, Conditions, Restrictions, Reservations and Easements for Cove Overlook Park Condominium were recorded on March 1, 1990, under Auditor's Number 9003020008, records of Chelan County, AND

WHEREAS, the current owners of Cove Overlook Park Condominium wish to delete paragraph 9.2 of said Declaration; AND

WHEREAS, the undersigned Officers and Directors of Cove Overlook Park Condominium hereby certify that sixty-seven percent (67%) of the owners of this Association have approved, in writing, and pursuant to the Bylaws and Declarations of the Condominium, approve the following Amendment to the Declarations establishing Covenants, Conditions, Restrictions, Reservations and Easements for Cove Overlook Park Condominium:

Paragraph 9.2 of the Declarations establishing Covenants, Conditions, Restrictions, Reservations and Easements for Cove Overlook Park Condominium is hereby amended to delete paragraph 9.2 entitled "Seasonal Use" in its entirety.


STEVE GREGG, President


TERI LARSON, Treasurer

Amended Declarations
Cove Overlook Park Condominiums -1-



2109583
Page: 2 of 2
02/01/2002 12:01P
Chelan Co, WA

STATE OF WASHINGTON)
COUNTY OF CHELAN) ss.

I certify that I know or have satisfactory evidence that STEVE GREGG 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 COVE OVERLOOK PARK CONDOMINIUMS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 31st day of January, 2001.



[Signature]
NOTARY PUBLIC in and for the
State of Washington,
Residing at: Wenatchee

My Commission Expires: 11/18/04

STATE OF WASHINGTON)
COUNTY OF CHELAN) ss.

I certify that I know or have satisfactory evidence that TERI LARSON is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Treasurer of COVE OVERLOOK PARK CONDOMINIUMS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1st day of February, 2001.



[Signature]
NOTARY PUBLIC in and for the
State of Washington,
Residing at: Wenatchee

My Commission Expires: 11/18/04

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FILED FOR RECORD
7:00 David M. Botta
FEB 9 1992 PM 1:01
BK 962 PG 1355-57
EVELYN L. ARNOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA

EASEMENT FOR DRAINFIELD

The Grantor, CHELAN ADVENTURES, INC., a Washington corporation, hereby grants to COVE OVERLOOK PARK ASSOCIATION, an Easement to enter, install, repair, replace and maintain a septic drainfield and related pipelines and facilities on the property described in Exhibit "B", a copy which is attached hereto and incorporated herein by reference.

Said Easement shall be for the benefit of COVE OVERLOOK PARK ASSOCIATION and shall serve the property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference as if fully set forth.

DATED this 31st day of January, 1992.

CHELAN ADVENTURES, INC.

By: David Mehelich
DAVID MEHELICH
It's President

STATE OF WASHINGTON)
COUNTY OF CHELAN) ss.

I certify that I know or have satisfactory evidence that DAVID MEHELICH 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 CHELAN ADVENTURES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 31st day of January, 1992.



David M. Botta
NOTARY PUBLIC in and for the
State of Washington,
Residing at: Wenatchee
My Commission Expires: 11/18/92

BK 0962 PG 1355

AMS

25x11

EXHIBIT "A"

PARCEL A:

TRACT "A", AS SHOWN ON PAGE 1 OF 2, OF CHELAN COUNTY
SHORT PLAT NUMBER 1979

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 1, LYING IN SECTION 20,
TOWNSHIP 28 NORTH, RANGE 21 EAST W.M., CHELAN COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHEAST CORNER OF SAID GOVERNMENT LOT; THENCE, ALONG
THE EAST LINE OF SAID GOVERNMENT LOT, SOUTH $00^{\circ}17'48''$
WEST, 122.39 FEET, THE TRUE POINT OF BEGINNING; THENCE,
CONTINUING ALONG SAID EAST LINE OF SAID GOVERNMENT LOT,
SOUTH $00^{\circ}17'48''$ WEST, 394.33 FEET, TO AN INTERSECTION
WITH THE NORTHWESTERLY RIGHT OF WAY OF A ROAD KNOWN AS
SOUTH SHORE LAKE CHELAN COUNTY ROAD; THENCE, ALONG SAID
RIGHT OF WAY LINE, SOUTH $48^{\circ}29'05''$ WEST, 80.50 FEET;
THENCE, PARALLEL TO SAID EAST LINE, NORTH $00^{\circ}17'48''$
EAST, 364.93 FEET; THENCE, NORTH $36^{\circ}08'20''$ EAST, 102.47
FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.52
ACRES MORE OR LESS.

BK0962PG1356

25X10

EXHIBIT "B"

92-1734-2

1-7-92

LEGAL DESCRIPTION FOR NEW DRAIN FIELD EASEMENT
FOR CHELAN ADVENTURES

That portion of Tract "B" of Chelan County Short Plat Number 1979 as filed on March 1, 1990, in Book SP-7, pages 1 and 2, records of Chelan County, Washington, lying in the Southeast quarter of Section 20, Township 28 North, Range 21 East, W.M., Chelan County, Washington, described as follows:

Commencing at the East quarter corner of said Section 20;

Thence, along the East line of said Southeast quarter, South 00°19'35" West, a distance of 858.96 feet, to the Northeast corner of said Short Plat;

Thence, continuing along said East line of said Southeast quarter, said line also being the Easterly boundary line of said Short Plat, South 00°19'35" West, a distance of 468.11 feet, to an intersection with the Northerly boundary line of said Short Plat;

Thence, perpendicular to said East line of said Southeast quarter, North 89°40'25" West, a distance of 60.00 feet, to an intersection with the West line of that parcel of land described under Chelan County Auditor's File Number 725831, records of Chelan County, Washington, said point being the true point of beginning;

Thence, along said West line, parallel to said East line of said Southeast quarter, South 00°19'35" West, a distance of 0.02 feet;

Thence, continuing along said West line, parallel to said East line of said Southeast quarter, South 00°17'48" West, a distance of 113.76 feet;

Thence, North 88°27'59" West, a distance of 80.15 feet;

Thence, on a Curve to the left, said Curve having a Radius of 393.65 feet, a Delta of 11°33'47", a Chord Length of 79.31 feet, and a Chord Bearing of South 85°45'08" West, a distance of 79.44 feet, to an intersection with the Westerly boundary line of said Short Plat;

Thence, along said Westerly boundary line of said Short Plat, North 66°18'15" West, a distance of 56.01 feet;

Thence, North 58°09'34" East, a distance of 248.73 feet, to an intersection with said West line of said parcel described under said Auditor's File Number 725831;

Thence, along said West line of said Parcel under said Auditor's File Number, said line also being parallel to said East line of said Southeast quarter, South 00°19'35" West, a distance of 36.23 feet, to the true point of beginning.

Containing 0.40 acres, more-or-less.

Subject to all easements, exceptions, restrictions, reservations, and covenants of record or apparent.

BK 0962 PG 1357



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FOR COVE OVERLOOK PARK CONDOMINIUM

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DECLARATIONS OF
COVE OVERLOOK PARK CONDOMINIUM

ARTICLE 1. DEFINITIONS

Section 1.1 Words Defined. For the purposes of this Declaration and any amendments hereto, the following definitions shall apply.

1.1.1 Articles shall mean the articles of incorporation of the Association defined below.

1.1.2 Association shall mean the association of unit owners and defined in RCW 64.32.010 (4).

1.1.3 Board shall mean the board of directors of the Association.

1.1.4 Temporary Board of Directors and Temporary Board means the individuals appointed to act as the Board by the Declarant to manage and administer the property until such time as the unit owners elect a Board of Directors as provided in this Declaration.

1.1.5 Bylaws shall mean the bylaws of the Association, as they may from time to time be amended.

1.1.6 Common Area and Common Areas and Facilities shall mean the common areas and facilities described in Article 5.

1.1.7 Condominium shall mean the horizontal property regime created by this Declaration.

1.1.8 Condominium Statute shall mean the Horizontal Property Regimes Act of the State of Washington, Laws of 1963, Chapter 156, presently codified in Chapter 64.32, Revised Code of Washington, and amendments thereto.

1.1.9 Declarant shall mean Chelan Adventures, Inc., a Washington corporation, and its representatives, successors and assigns.

1.1.10 Declaration shall mean this Declarations of Condominium for Cove Estates Condominium as it may from time to time be amended.

1.1.11 Mortgage shall mean a recorded mortgage or deed of trust that creates a lien against a unit and shall also mean a real estate contract for the sale of a unit.

1.1.12 Mortgagee shall mean the beneficial owner, designee of the beneficial owner, insurer or guarantor of an encumbrance on a unit created by a mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a unit.

1.1.13 Person shall mean an individual, corporation, partnership, association, trustee or other legal entity.

1.1.14 Property shall mean the land and the buildings and all improvements and structures now or hereafter placed on the land described in Schedule A.

1.1.15 Survey Map and Plan means the survey map and the set of plans to be filed simultaneously with this Declaration showing the location, boundaries and other information relating to the land, the buildings and the units as required by the Act.

1.1.16 Transition Date is defined in Section 14.1.

1.1.17 Reserved Cove Overlook Park Property shall mean that portion of the property designated as such on the Survey Map and Plans and on Chelan County Short Plat #1979 reserved for septic tanks and drain fields.

1.1.18 Unit shall mean an "Apartment" as defined in RCW 64.32.010(1).

1.1.19 Unit Owner means the person or persons owning or possessing a unit in fee simple absolute or qualified, or as the purchaser under a real estate contract, or by way of leasehold (that is, by way of partial interest in a leasehold of all or of a portion of the property or land) or by way of a periodic estate, or in any other manner in which real property may be owned, leased or possessed in the State of Washington, together with an undivided interest in a like estate of the common areas and facilities in the percentage specified and established in this declaration. This definition shall not, however, include persons who, on a month to month or other basis, rent or lease their unit from an unit owner.

Section 1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular. Masculine, feminine and neuter pronouns shall be used interchangeably.

Section 1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Statute. The definitions in this Declaration are not intended to limit or contradict the definitions in the Condominium Statute. If there is any inconsistency or conflict, the definition in the Condominium Statute will prevail.

ARTICLE 2. SUBMISSION OF THE PROPERTY TO THE CONDOMINIUM STATUTE;
CROSS GRANTS OF UNDIVIDED INTERESTS.

Section 2.1 Submission of Property. Declarant, being the sole owner of a portion of the property, makes this Declaration for the purpose of submitting that property to the condominium form of use and ownership and to the provisions of the Condominium Statute. Declarant declares that the property shall be held, used, conveyed, encumbered, leased, occupied, rented, and improved subject to the covenants, conditions, restrictions, reservations, and easements stated in this Declaration, and shall be deemed to run with the land and be a burden and benefit to Declarant and all persons who own or acquire an interest in the property or any part thereof, and their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE 3. DESCRIPTION OF LAND; REMOVAL OF LAND.

Section 3.1 Description of Land. The land on which the buildings and improvements provided for in this Declaration are located is described in Schedule A.

ARTICLE 4. DESCRIPTION OF BUILDINGS.

Section 4.1 Description. There is one building associated with this condominium, housing the restroom and service facilities for the condominium. That building is hereinafter referred as the "Community Center". The Community Center is constructed of concrete block and has a tar roof.

The mobile home locations set forth and located on the Survey Map and Plans range in an area from approximately 1804.24 square feet to 2426.79 square feet, with an average area being 2057.13 square feet. There are 35 mobile home locations.

A. Description of Condominium Units. The condominium has two units (Units A and B) located in the Community Center. The designation of these units, its approximate area and other data are set forth on Schedule B attached hereto.

B. Description of Condominium Units. Unit A consists of a single room designated for restroom facilities located in the Community Center. Unit B, likewise, consists of a single room designated for restroom facilities and is also located in the Community Center.

C. Joint Ownership of Condominium Units. Unit A shall be divided into eighteen (18) tenancies in common as set forth in Schedule D attached hereto. Unit B shall be divided into seventeen (17) tenancies in common as set forth in Schedule D attached hereto. Such tenancies in common in Units A and B may, however, be owned jointly by more than one person. Each tenancy in common shall be assigned a mobile home location more fully described in Article 6 of this Declaration, Schedule C attached hereto and in the Survey Map and Plans.

D. Access. Units A and B and each mobile home location have access through the common walkways and roadways of the condominium and then to South Shore Drive, a public street of the State of Washington over an easement appurtenant described in Parcel B of Schedule A.

E. Parking. There are a total of 35 assigned parking spaces, one with respect to each mobile home location located within the limited common area pertaining thereto.

ARTICLE 5. COMMON AREAS AND FACILITIES

Section 5.1 Description. The common areas and facilities consist of those specified in the Condominium Statute, as well as the following:

5.1.1 The land described in Schedule A.

5.1.2 The pipes, wires, conduits, and other fixtures and equipment for utilities, including cable television system, if any.

5.1.3 Septic tank and drain fields associated with the land described in Schedule "A" and in Chelan County Short Plat #1979.

5.1.4 Domestic water supply as described in the Survey Map and Plans and in Chelan County Short Plats #1978 and 1979.

5.1.5 The walk ways and drive ways designated as common areas on Schedule A and the Survey Map and Plans..

Section 5.2 Use. Each owner shall have the right to use the common areas and facilities (except the limited common areas and facilities reserved for other units) in common with all other owners. The right to use the common areas and facilities shall extend not only to each owner, but also to his agents, servants, tenants, family members, invitees and licensees. The right to use the common areas and facilities, including the limited common areas and facilities, shall be governed by the provisions of the

Condominium Statute, this Declaration, the Bylaws and the rules and regulations of the Association.

5.3 Prohibition Against Abandonment, Partition, etc. The owners shall not by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common areas and facilities and no other person shall have the right to have them partitioned or divided. The granting of permits, licenses and easements for utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium shall not be deemed a partition or division. A subdivision of a limited common area as an incident of an authorized subdivision of a unit pursuant to Article 24 will not be deemed a violation of this provision.

ARTICLE 6. LIMITED COMMON AREAS AND FACILITIES.

Section 6.1 Description. Some common areas and facilities, called limited common areas and facilities, are reserved for the exclusive use of the unit or units to which they are adjacent or assigned. They consist of the following:

A. The 35 mobile home locations as shown on the Survey Map and Plans, 18 of which are assigned to Unit A and 17 of which are assigned to Unit B. The odd numbered locations are assigned to Unit A, the even numbered locations are assigned to Unit B.

B. Each owner, as a tenant in common of either Unit A or Unit B, shall be assigned one or more of the numbered mobile home locations as set forth herein. The tenancy in common to which a particular mobile home location is assigned shall be entitled to the exclusive of such mobile home location, including the mobile home to be located thereon. Each mobile home location which is assigned to an owner as tenant in common shall be deemed a part of and appurtenant to the tenancy in common to which the use thereof is exclusively reserved.

C. An owner, as a tenant in common of either Unit A or Unit B, shall be identified by letter (A) for Unit A and (B) for Unit B and a number and that letter and number shall also identify the

mobile home location assigned to such tenant in common as shown on the Survey Map and Plan. Schedule C attached hereto identifies each tenancy in common by letter and the number and mobile home location that is assigned to it.

Section 6.2 Appurtenant to Units. Conveyance of a unit includes the exclusive rights to the use of the limited common areas and facilities appurtenant to that unit.

ARTICLE 7. ACCESS.

Each unit has direct access to the common area adjacent to the unit entrance and thence across the common areas to the public streets and sidewalks. The right of ingress to and egress from each unit shall be perpetual and appurtenant to the unit. Each mobile home location abuts on a common driveway.

ARTICLE 8. VALUE OF PROPERTY AND EACH UNIT PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES.

Section 8.1 Schedule of Values and Percentages. For the purpose of meeting certain requirements of the Condominium Statute, the value of the Property, the value of each unit, and the percentage of undivided interest in the common areas and facilities appertaining to each apartment and its owner for all purposes, including voting, are set forth in Exhibit C. THE VALUES DO NOT NECESSARILY REFLECT THE AMOUNT FOR WHICH A UNIT WILL BE SOLD BY DECLARANT, OR OTHERS, AND WILL NOT BE ALTERED BY VARIATIONS IN SELLING PRICES.

ARTICLE 9. PERMITTED USES; RENTAL AND MAINTENANCE OF UNITS; RIGHT OF FIRST REFUSAL.

Section 9.1 Residential Use. The buildings and units are intended for and restricted to residential use on an ownership basis for social, recreational, or other reasonable activities normally incident to such use, and for the purposes of operating the Association.

Section 9.2 Seasonal Use. Chelan County Environmental Health has determined that the drainfields are inadequate for year round use. Therefore, it is required that the drainfields be shut down for a period of three months each year. The drainfields, therefore, shall not be used from January 2nd through April 2nd of each year.

Section 9.3 Maintenance of Units and Limited Common Areas. Each owner shall, at the owner's sole expense, keep the mobile home lot and any improvements thereon in a clean and sanitary condition free of rodents and pests and in good order, condition and repair and shall take such steps as are necessary to maintain the good appearance and condition of the exterior of any improvements placed on said property. Each owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating equipment, electrical fixtures or appliances. The Association will only be responsible for repair of the septic system and associated drain fields as well as any domestic water supply to the point where such water supply connects to the owner's mobile home.

Section 9.4 Exterior Appearance. Only mobile homes with earth-tone colors shall be permitted in the mobile home park. Gaudy colors such as, but not limited to, blue, green, turquoise, pink, etc., shall not be permitted. Said trailer shall be permanently installed on each lot and shall be tied down and fully skirted.

Section 9.5 Effect on Insurance. Nothing shall be done or kept in any unit or in any common area that will increase the rate of insurance on the property without the prior written consent of the Board. Nothing shall be done or kept in any unit or in any common area that will result in the cancellation of insurance on any part of the property, or that would be in violation of any laws.

Section 9.6 Alteration of Common Area. Nothing shall be altered or constructed in or removed from any common area or facility except upon the prior written consent of the Board.

Section 9.7 Manufactured Housing. No recreational vehicles such as campers, fifth-wheel trailer, travel trailers, tents, tent trailers, etc., shall be permitted on any lot. Manufactured housing, otherwise known as a mobile home, may be installed on any such lot. The maximum size of any mobile home installed shall be 14' x 48'. The minimum size of any mobile home or manufactured housing placed on any lot shall be 10' x 30'. No additions shall be added to trailers such as decks, porches, add-ons, tilt-outs, etc., without the prior written consent of the Board of Directors of the Association.

Section 9.8 No owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease a unit unless and until all unpaid common charges theretofore assessed by the Board against the unit has been paid in full and until all liens, except mortgages, against the unit have been satisfied.

Section 9.9 Winterization. All mobile homes or manufactured homes placed on lots within this Association shall be fully winterized or insulated so as to protect the same from the elements. Any damage done to the common areas or abutting property because of improper winterization shall be the responsibility of the party causing said damage.

Section 9.10 Ownership Tied to Cove Estates Moorage Owners Association. Ownership of a unit described in this declaration is directly connected with ownership in the Cove Estates Moorage Owners Association. The unit described herein cannot be conveyed or transferred without also conveying the moorage unit associated with said unit.

Section 9.11 Time Sharing. Time sharing shall not be a permitted use.

Section 9.12 Personal Property. Any improvements placed on the limited common areas will remain personal property and each owner will pay any taxes associated with such property.

ARTICLE 10 ENTRY FOR REPAIRS OR MAINTENANCE.

The Association and its agents or employees may enter any unit and limited common areas appurtenant thereto to effect repairs, improvements, replacements, maintenance or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the owner has failed to perform, or to prevent damage to the common areas and facilities or to another unit. Except in cases of great emergency that preclude advance notice, the Board shall cause the unit occupant to be given notice and an explanation of the need for entry as far in advance of entry as is reasonably practicable. Such entry shall be made with as little inconvenience to the owners and occupants as practicable. Any damage caused by such entry shall be repaired by the Association as a common expense unless the repairs or maintenance were necessitated by the acts or default of the owner or occupant of the unit entered, in which event the costs of the repairs or maintenance shall be specially assessed to that unit.

ARTICLE 11. SERVICE OF PROCESS.

The registered agent of the Association as filed with the Secretary of State shall be the person upon whom process may be served as provided for in the Condominium Statute.

ARTICLE 12. OWNERS ASSOCIATION.

Section 12.1 Form of Association. The owners of units shall constitute an Owners Association as defined in the Condominium Statute. The Association will be a nonprofit corporation known as the COVE OVERLOOK PARK ASSOCIATION. It will be governed by a board of directors of not fewer than five nor more than seven directors elected from the owners. The rights and duties of the members and of the corporation shall be governed by the provisions of the Condominium Statute and of this Declaration.

Section 12.2 Articles and Bylaws. Before the Transition Date Declarant will adopt Articles of Incorporation and, under its authority to act as the Board of Directors of the Association, will adopt Bylaws to supplement this Declaration and to provide for the

administration of the Association and the property and for other purposes not inconsistent with the Condominium Statute or this Declaration. Amendments to the Articles and Bylaws shall be governed by Article 25.

Section 12.3 Qualification for Membership. Each owner of a unit shall be a member of the Association and shall be entitled to one membership for each unit owned; provided, that if a unit has been sold on contract, the contract purchaser shall exercise the rights of the owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a unit shall be the sole qualification for membership in the Association.

Section 12.4 Transfer of Membership. The Association membership of each owner shall be appurtenant to the unit giving rise to such membership and shall not be transferred in any way except upon the transfer of title to the unit and then only to the transferee of title to the unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a unit shall operate automatically to transfer the membership in the Association to the new owners.

Section 12.5 Number of Votes. The total voting power of all owners shall be 35 votes and the total number of votes available to the owner of any one unit shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to the unit. A person (including Declarant) who owns more than one unit shall have the votes appertaining to each unit owned.

Section 12.6 Voting Representative. An owner may, by written notice to the Board, designate a voting representative for the unit. The voting representative need not be an owner. The designation may be revoked at any time by written notice to the Board from a person having an ownership interest in a unit, or by actual notice to the Board of the death or judicially declared incompetence of any person with an ownership interest in the unit, except in cases in which the person designated is a mortgagee of the unit. This power of designation and revocation may be

exercised by the guardian of an owner, the attorney-in-fact for the owner under a durable power of attorney, and the administrators or executors of an owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each unit shall be the group composed of all of its owners. If a unit is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community.

Section 12.7 Joint Owner Disputes. The vote for a unit must be cast as a single vote. Fractional votes shall not be allowed. If joint owners are unable to agree how their vote shall be cast, they shall lose their right to vote on the matter in question.

Section 12.8 Annual and Special Meetings. There shall be an annual meeting of the members of the Association on the last Thursday in July in each year commencing on the last Thursday in July of the year 1990 at such reasonable place and time as may be designated by written notice from the Board delivered to the owners no less than 30 days before the meeting. The audited financial statement for the preceding year and the budget the Board has adopted for the current year shall be presented at the annual meeting for the information of the members. A copy of the budget shall be delivered before the annual meeting to each owner in the manner notices are delivered under Article 13. Special meetings of the members of the Association may be called at any time, in the manner provided in the Bylaws, for the purpose of considering matters which require the approval of all or some of the owners, or for any other reasonable purpose. No proposal requiring the consent or approval of the owners may be voted upon at any annual or special meeting of the owners unless a description of the proposal is contained in the notice of the meeting; provided, however, that this notice requirement shall not prevent the owners present in person or by proxy from considering and adopting amendments to the proposal.

Section 12.9 Audits. As soon as is convenient after the close of each fiscal year the Board shall have an audited financial statement prepared for that year. The audit shall be made by a certified or licensed public accountant who is not a member of the

board or an owner. The audit shall be completed in time for the Association's annual meeting and in any event within 90 days following the end of the fiscal year. An owner, at his or her expense, may at any reasonable time conduct an audit of the books of the Board and Association.

Section 12.10 Books and Records. The Board shall cause to be kept complete, detailed and accurate books and records of the receipts and expenditures of the Association, in a form that complies with generally accepted accounting principles.

Section 12.11 Inspection of Association Documents, Books and Records. The Association shall make available to owners, mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, the Bylaws and other rules governing the association and other books, records and financial statements of the Association and the most recent annual audited financial statement, if one is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

ARTICLE 13. NOTICES.

All notices given under the provisions of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the owner of any unit shall be sufficient if mailed to the unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the president or secretary of the Association.

ARTICLE 14. ADMINISTRATION OF PROPERTY; RIGHTS RETAINED BY
DECLARANT.

Section 14.1 Transition Date. The "Transition Date" shall be the date upon which the authority and responsibility to administer and manage the Association and the condominium, subject to this Declaration and the Bylaws, passes to the Association. The Transition Date will be not later than 120 days after recording this Declaration.

Section 14.2 Declarant's Power Until Transition Date. Until the Transition Date, Declarant shall have the full power and authority to exercise all of the rights, duties and functions of the Board of Directors and the officers of the Association, including but not limited to the adoption of rules and regulations, contracting for the purchase of goods and services, buying insurance and collecting and expending all assessments and other Association funds. Declarant shall have the power to contract with an experienced professional managing agent and delegate to the managing agent all of the powers and duties of the Board that the Board is authorized to delegate under Section 15.5. All such management contracts made by Declarant shall be subject to the same requirements as are set forth in Section 15.5 for management contract made by the Board. Declarant may at such times as it deems appropriate select and from time to time replace an interim board of three to five directors, who need not be owners or purchasers, who shall have all the powers, duties and functions of the Board of Directors. In selecting directors for the interim board, Declarant will have in mind the desirability of early participation in the management of the condominium by able purchasers of units. Any contract made by Declarant, its managing agent or the interim board (including management contracts) that would otherwise extend beyond the Transition Date shall be terminable by the Board after the Transition Date upon 30 days' written notice.

ARTICLE 15. AUTHORITY OF THE BOARD.

Section 15.1 Adoption of Rules and Regulations. The Board is empowered to adopt, amend and revoke on behalf of the Association detailed administrative rules and regulations necessary or convenient from time to time to insure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the property. The rules and regulations of the Association shall be binding upon all owners and occupants and all other persons claiming any interest in the Association.

Section 15.2 Enforcement of Declaration, etc. The Board shall have the power and the duty to enforce the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations of the Association, as the same may be lawfully amended from time to time, for the benefit of the Association. If a legal action is brought to interpret or enforce compliance with the provisions of this Declaration, the Articles, the Bylaws or the rules or regulations of the Association, the prevailing party shall be entitled to judgment against the other party for its reasonable expenses, court costs and attorney's fees in the amount awarded by the Court.

Section 15.3 Goods and Services. The Board shall acquire and pay for as common expenses of the Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the Association. The goods and services shall include (by way of illustration and not limitation) utility services for the common areas and facilities; utility services not separately metered to the units; garbage collection services; policies of insurance and fidelity bonds; legal and accounting services; maintenance, repair, landscaping, gardening, and general upkeep of the common and limited common areas and facilities; and all supplies, materials, fixtures and equipment that are in the Board's judgment necessary or desirable for the operation of the Association and enjoyment of it by the owners. The Board may hire such full-time or part-time employees as it considers necessary.

Section 15.4 Additions and Improvements. The Board shall have the authority to arrange for and supervise any addition or improvement to the Association, subject to the following limitations:

15.4.1 If the estimated cost of any separate addition or improvement exceeds \$10,000, the approval of the owners holding a majority of the votes in the Association shall be required; and if such estimated cost exceeds \$25,000, the approval of the owners holding 67% of the votes in the Association shall be required.

15.4.2 No structural changes shall be made to the buildings without the approval of owners holding at least 75% of the votes in the Association.

Section 15.5 Managing Agent. The Board may contract with a professional managing agent to assist the Board in the management and operation of the Association and may delegate such of its powers and duties to the managing agent as it deems to be appropriate, except as limited herein. Only the Board can approve an annual budget or a supplemental budget, and only the Board can impose a special assessment on a unit or authorize foreclosure of an assessment lien.

Section 15.6 Protection of Property. The Board may spend such funds and take such action as it may from time to time deem necessary to preserve the property, settle claims, or otherwise act in what it considers to be the best interests of the condominium or the Association. The Board shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the property maintenance or operation of the Association.

ARTICLE 16. BUDGET AND ASSESSMENT FOR COMMON EXPENSES.

Section 16.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year shall begin on March 1.

Section 16.2 Preparation of Budget. Not less than 30 days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year and present it for the information and comment of the owners at the annual meeting for that year. A copy of the budget shall be delivered to each owner in the manner notices are delivered under Article 13 before the annual meeting at which it is to be presented. In preparing its budget the Board shall estimate the common expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for maintenance, repair and replacement of the common areas and facilities and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. If during the year the budget proves to be inadequate for any reason, including nonpayment of any owner's assessment, the Board may prepare a supplemental budget for the remainder of the year.

Section 16.3 Monthly Assessments for Common Expenses. The sums required by the Association for common expenses as reflected by the annual budget and any supplemental budgets shall be divided into equal installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly installments shall be assessed to the units and their respective owners in proportion to the units' percentages of undivided interest in the common areas and facilities. Assessments shall begin accruing on all units as of March 1, 1990 in accordance with the percentages set forth in Schedule C.

Section 16.4 Special Assessments. If a special assessment becomes chargeable against a unit under the authority of this Declaration or the Bylaws, the Board shall determine the amount of such special assessment and fix the month or months in which it is to be paid. The special assessment shall be added to the unit's monthly installment of common expenses and be included in the assessment against the unit.

Section 16.5 Notice of Assessment. The Board shall notify each owner in writing of the amount of the monthly assessments to be paid for his unit and shall furnish copies of each budget on

which the assessments are based to all owners and, if so requested, to their respective mortgagees.

Section 16.6 Payment of Monthly Assessments. On or before the first day of each calendar month each owner shall pay or cause to be paid to the treasurer of the Association the assessment against the unit for that month. Any assessment not paid by the first day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges and collection procedures as provided in Article 17.

Section 16.7 Proceeds Belong to Association. All assessments and other receipts received by the Association on behalf of the Association shall belong to the Association.

Section 16.8 Failure to Assess. Any failure by the Board or the Association to make the budget and assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owners from the obligation to pay assessments during that or any subsequent year and the monthly assessment amount established for the preceding year shall continue until a new assessment is established.

Section 16.9 Certificate of Unpaid Assessments. Upon the request of any owner or mortgagee of a unit, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to the unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and mortgagees of the unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

ARTICLE 17. LIEN AND COLLECTION OF ASSESSMENTS.

Section 17.1 Assessments Are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any unit and any sums specially assessed to any unit under the authority of this Declaration or the Bylaws

(together with interest, late charges, costs and attorneys' fees in the event of delinquency) shall constitute a continuing lien on the unit and all its appurtenances from the date the assessment became due until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the unit in favor of any assessing unit and/or special district and to all sums unpaid on all mortgages of record, but shall have priority over all other liens against the unit. A mortgagee of a mortgage of record of a unit that obtains title through a mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the unit free of any claims for the share of common expenses or assessments by the Association, chargeable to the unit that became due before taking title, but will be liable for the common expenses and assessments that accrue after taking title; in which event the unit's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the owners, including the mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to their respective percentages of undivided interest in the common areas and facilities; however the owner shall continue to be personally liable for such past-due assessments, as provided in Section 17.3. For the purpose of this section, the terms "mortgages" and "mortgagee" shall not mean real estate contracts or a vendor or a designee or assignee of a vendor under a real estate contract.

Section 17.2 Lien May be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the managing agent or the Board, acting on behalf of the Association in like manner as the foreclosure of a mortgage of real property. The managing agent or the Board, acting on behalf of the Association, shall have the power to bid on the unit at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.

Section 17.3 Assessments are Personal Obligation. In addition to constituting a lien on the unit and all its appurtenances, all sums assessed by the Association chargeable to any unit (together with interest, late charges, costs and attorneys' fees in the event of delinquency) shall be the personal obligation of the owner of the unit (or the joint and several

personal obligation of each owner of a unit in the event there is more than one owner) when the assessment is made. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

Section 17.4 Late Charges and Interest on Delinquent Assessments. The Board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established non-usurious rate, delinquent assessments shall bear interest at the rate of 12% per annum. If a monthly assessment against a unit is not paid when due, the Board may elect to declare all monthly assessments against that unit for the remainder of the fiscal year to be immediately due and payable.

Section 17.5 Recovery of Attorneys' Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorneys' fees and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

Section 17.6 Delinquent Assessments - Rented Units. If assessments are more than 30 days delinquent for a unit which is rented, the Association may collect from the tenant of the unit so much of the rent for the unit as is required to pay any amounts due for assessments, plus interest and costs. The tenant shall have no right or duty to question payment to the Association, and the payment to the Association will discharge the tenant's obligation to the owner for rent.

Section 17.7 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

Section 17.8 Security Deposit. An owner who has been delinquent in paying his monthly assessments for three of the five preceding months may be required by the Board, from time to time,

to make and maintain a security deposit not in excess of three months' estimated monthly assessments, which shall be collected and shall be subject to penalties for nonpayment as are other assessments. The deposit shall be held in a separate fund, credited to such owner, and may be resorted to at any time when such owner is ten days or more delinquent in paying his assessments.

ARTICLE 18. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE NO WAIVER

The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an assessment from an owner, with knowledge of a breach by the owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board.

ARTICLE 19. LIMITATION OF LIABILITY.

Section 19.1 Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Association, neither the Declarant, the Association, the Board, nor the managing agent, shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, wind or sand which may leak or flow from outside or from any parts of the buildings, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of common expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage or for such inconvenience or discomfort.

Section 19.2 No Personal Liability. So long as the Declarant, a Board member or Association committee member, or Association officer has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any owner, or to any other person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided, that this section shall not apply where the consequences of such act, omission, error or negligence is covered by insurance obtained by the Association.

ARTICLE 20. INDEMNIFICATION/INSURANCE.

The Declarant, each Board member, Association committee member, Association officer and the managing agent shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party or in which he or she may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, licensed to do business in the State of Washington.

Section 20.1 Property Insurance. The casualty insurance shall, at the minimum, consist of a "master" type policy of property insurance with extended coverage endorsement in an amount equal to the full replacement value (i.e., 100% of current replacement cost exclusive of land, foundation, excavation and other items normally excluded from coverage) of the common and limited common areas and facilities, units, all fixtures and personal property belonging to the Association, and any fixtures, equipment or other property within the unit as originally constructed. The policy shall provide protection against loss or

damage by fire, other hazards covered by the standard extended coverage endorsement, and such other risks as are customarily covered with respect to residential condominium projects of similar construction by the standard "all-risk" endorsement, if available in the local area. A "master" type policy of property insurance shall mean single entity condominium insurance coverage. The policy shall provide for separate protection for each unit to the full insurable replacement value thereof. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the owners and their mortgagees, as their interests may appear. Each owner and the owner's mortgagee, if any, shall be beneficiary of the policy in the percentage of undivided interest appertaining to the owner's unit. Certificates of insurance shall be issued to each owner and mortgagee upon request.

Section 20.2 Comprehensive Public Liability Insurance. The comprehensive policy of public liability insurance shall insure the Board, the Association, the owners and the managing agent, and cover all of the common areas and facilities in the condominium with a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an owner because of the negligent acts of the Association or of another owner, and shall cover liability of the insureds for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the common areas and facilities, liability in connection with employment contracts of the Association, host liquor liability, employers' liability insurance, contractual and all-written contract insurance, comprehensive automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location and use. The limits of liability shall be at least \$5,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence.

Section 20.3 Insurance Trustee; Power of Attorney. The named insured under the policies referred to in Sections 20.1 and 20.2 shall be the Association, as trustee for each of the owners in accordance with their respective percentages of undivided interest in the common areas and facilities. The insurance

proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. Each owner appoints the Association, or any insurance trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes.

Section 20.4 Additional Policy Provisions. The insurance obtained pursuant to Sections 20.1 and 20.2 shall contain the following provisions and limitations:

20.4.1 Such policies shall not provide for contribution by or assessment against mortgagees or become a lien on the property superior to the lien of a first mortgage.

20.4.2 In no event shall the insurance coverage be brought into contribution with insurance purchased by the owners of the units or their mortgagees.

20.4.3 Coverage shall not be prejudiced by (a) any act or neglect of the owners of units when such act or neglect is not within the control of the Association or the owners collectively, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has not control.

20.4.4 A waiver of subrogation by the insurer as to any and all claims against the Association, the owner of any unit, and/or their respective agents, employees, or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

Section 20.5 Fidelity Bonds. The required fidelity bonds shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association

or the managing agent and all other persons who or are responsible for handling funds of or administered by the Association. The managing agent shall maintain fidelity bonds for its officers, employees and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity bonds shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association or the managing agent, as the case may be, at any time during the term of each bond, but, in no event, shall the aggregate amount of bonds be less than three months' aggregate assessments plus reserve funds. The bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 20.6 Owners' Individual Insurance. Each owner may obtain additional insurance on his unit and its contents at his own expense but only if the owner's insurance does not decrease the amount that the Board, or any trustee for the Board, on behalf of all of the owners, will realize under any insurance policy that the Board may have in force on the property. Each owner shall notify the Board of all improvements by the owner to his unit the value of which is in excess of \$5,000. Any owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to him shall file a copy of his individual policy or policies with the Board within 30 days after he buys it, and the Board shall immediately review its effect with the Board's insurance broker, agent, or carrier.

ARTICLE 21. DAMAGE AND REPAIR OF DAMAGE TO PROPERTY.

Section 21.1 Initial Board Determination. In the event of damage to any part of the common areas and facilities, the Board shall promptly and in all events within 30 days after the date of damage, make the following determinations with respect thereto, employing such advice as the Board deems advisable:

21.1.1 The nature and extent of the damage, together with an inventory of the improvements and property directly affected thereby.

21.1.2 A reasonably reliable estimate of the cost to repair the damage, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.

21.1.3 The expected insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

21.1.4 The amount, if any, by which the estimated cost of repair exceeds the expected insurance proceeds, and the amount of the assessments that would have to be made against each unit if the excess cost were to be paid as a maintenance expense and specially assessed against all the units in proportion to their percentages of undivided interest in the common areas and facilities.

21.1.5 The Board's recommendation whether the damage should be repaired.

Section 21.2 Notice of Damage. The Board shall promptly, and in all events within 30 days after the date of damage, provide each owner on a unit with a written notice describing the damage and summarizing the initial Board determinations made under Section 21.1. If the Board fails to do so within said 30 days, any owner may make the determinations required under Section 21.1 and give the notice required under this Section 21.2.

Section 21.3 Definitions: Damage, Substantial Damage, Repair, Emergency Work. As used in this Article 21:

21.3.1 Damage shall mean all kinds of damage, whether of slight degree or total destruction.

21.3.2 Substantial Damage shall mean that in the judgment of a majority of the Board the estimated special assessment determined under subsection 21.1.4 for any one unit exceeds 10% of the full, fair market value of the unit before the

damage occurred, as determined by the then current assessment for the purpose of real estate taxation.

21.3.4 Emergency Work shall mean work that the Board deems reasonably necessary to avoid further damage or substantial diminution in value to the improvements and to protect the owners from liability from the condition of the site.

Section 21.4 Execution of Repairs.

21.4.1 The Board shall promptly repair the damage and use the available insurance proceeds therefor unless before the repairs (other than emergency work) are begun the owners decide in accordance with this Article not to repair. If the cost of repair exceeds the available insurance proceeds the Board shall impose a special assessment against all units in proportion to their percentages of undivided interest in the common areas in an amount sufficient to pay the excess costs.

21.4.2 The Board shall have the authority to employ architects and engineers, advertise for bids, let contracts to contractors and others, and take such other action as it reasonably necessary to make the repairs. Contracts for the repair work shall be awarded when the Board, by means of insurance proceeds and sufficient assessments, has provided for paying the cost. The Board may authorize the insurance carrier to make the repairs if the Board is satisfied that the work will be done satisfactorily, and if such authorization does not contravene any insurance trust agreement or requirement of law.

21.4.3 The Board may enter into a written agreement with a reputable financial institution or trust or escrow company that the institution or company shall act as an insurance trustee to adjust and settle any claim for casualty loss in excess of \$50,000, or for the institution or company to collect the insurance proceeds and carry out the provisions of this Article 24.

Section 21.5 Damage Not Substantial. If the damage as determined under subsection 21.3.2 is not substantial, the provisions of this Section 21.5 shall apply.

21.5.1 Either the Board or the requisite number of owners, within 15 days after the notice required under Section 21.2 has been given, may but shall not be required to, call a special owners' meeting in accordance with Section 12.8 and the Bylaws to decide whether to repair the damage.

21.5.2 Except for emergency work, no repairs shall be commenced until after the 15-day period and until after the conclusion of the special meeting if such a special meeting is called within the 15 days.

21.5.3 A unanimous decision of the owners will be required to elect not to repair the damage. The failure of the Board and the owners within the 15-day period to call a special meeting shall be deemed a decision to repair the damage.

Section 21.6 Substantial Damage. If the damage determined under subsection 21.3.2 is substantial, the provisions of this Section 21.6 shall apply.

21.6.1 The Board shall promptly, and in all events within 30 days after the date of damage, call a special owners' meeting to consider repairing the damage. If the Board fails to do so within 30 days, then notwithstanding the provisions of Section 12.8 and the Bylaws, any owner of a unit may call and conduct the meeting.

21.6.2 Except for emergency work, no repairs shall be commenced until the conclusion of the special owners' meeting.

21.6.3 At the special meeting, the following consent requirements will apply:

(a) The owners shall be deemed to have elected to repair the damage in accordance with the original plan unless the owners of at least 67% of the total voting power of the condominium have given their written consent not to repair the damage.

(b) The unanimous consent of all owners will be required to elect to rebuild in accordance with a plan that is different from the original plan.

(c) Failure to conduct the special meeting provided for under subsection 21.6.1 within 90 days after the date of damage shall be deemed a unanimous decision to repair the damage in accordance with the original plan.

Section 21.7 Effect of Decision Not to Repair. In the event of a decision under either subsection 21.5.3 or 21.6.3 not to repair the damage, the Board may nevertheless expend so much of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency work (which emergency work may include but is not necessarily limited to removal of the damaged improvements and clearing, filling, and grading the land), and the remaining funds, if any, and the property shall thereafter be held and distributed as follows:

21.7.1 The property shall be owned in common by the owners and shall no longer be subject to this Declaration or to condominium ownership.

21.7.2 Each owner's percentage of undivided interest in the property shall be the same as the percentage of undivided interest he previously owned in the common areas and facilities.

21.7.3 Any mortgages or liens affecting any of the units shall be deemed transferred in accordance with the existing priorities to the owner's percentage of the undivided interest in the property.

21.7.4 The property shall be subject to an action for partition at the suit of any owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund. The fund shall be divided into separate shares, one for each owner in a percentage equal to the percentage of undivided interest owned by each such owner in the property. After first paying out of the respective share of each owner, to the extent sufficient for the purpose, all

mortgages and liens on the owner's interest, the balance remaining in each share shall be distributed to the owner. No owner shall have any preemptive right with respect to insurance proceeds over the holder of a mortgage on the owner's unit.

ARTICLE 22. CONDEMNATION.

Section 22.1 Consequences of Condemnation; Notices. If any unit or portion thereof or the common areas and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority (referred to herein as a "taking") notice of the proceeding or proposed acquisition shall promptly be given to each unit owner and the provisions of this Article 22 shall apply.

Section 22.2 Power of Attorney; Proceeds. Each owner appoints the Association as attorney-in-fact for that purpose of representing the owners in condemnation proceedings and negotiations, settlements and agreements with the condemning authority for acquisition of common areas and facilities or any part thereof, from the condemning authority. The Board may appoint a trustee to act on behalf of the owners in carrying out the foregoing functions in lieu of the Association. All compensation, damages, or other proceeds of the taking, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association or any trustee in trust for the owners as their interests may appear.

Section 22.3 Complete Taking. If the entire property is taken the condominium ownership shall terminate. The Condemnation Award shall be apportioned among the owners in proportion to their respective percentages of undivided interest in the common areas and facilities; provided, that if a standard different from the value of the property as a whole is employed to measure the Condemnation Award in the taking, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principle, the Board shall as soon as practicable determine the share of the Condemnation Award to which each owner is entitled. Each owner's

share shall be applied first to the payment of all mortgages and liens on the owner's interest in according with the existing priorities and the balance of each share shall be distributed to the owner. No owner shall have any priority with respect to the Condemnation Award over the holder of a mortgage on the owner's unit.

Section 22.4 Partial Taking. If less than the entire property is taken the condominium ownership shall not terminate. Each owner shall be entitled to a share of the Condemnation Award determined in the following manner:

22.4.1 As soon as practicable the Board shall, reasonably and in good faith, allocate the Condemnation Award among compensation for property taken, severance damages or other proceeds.

22.4.2 The Board shall apportion the amounts so allocated to taking of or injury to the common areas and facilities, which in turn shall be apportioned among owners in proportion to their respective undivided interests in the common areas and facilities.

22.4.3 The total amount allocated to severance damages shall be apportioned to the units that were not taken.

22.4.4 The amounts allocated to the taking of or injury to a particular unit and/or improvements an owner had made within the unit shall be apportioned to the unit.

22.4.5 The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable in the circumstances.

22.4.6 If an allocation of the Condemnation Award has already been established in negotiation, judicial decree or otherwise, then in apportioning the Condemnation Award the Board shall employ that allocation to the extent it is relevant and applicable.

22.4.7 Distribution of apportioned proceeds shall be made to the owners and their respective mortgagees in the manner provided in Section 22.3.

Section 22.5 Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 21 for repair of damage, provided that the Board may retain and apply such portion of each owner's share of the Condemnation Award as is necessary to discharge the owner's liability for any special assessment arising from the operation of Article 21.

ARTICLE 23. EASEMENTS.

Section 23.1 In General. Each unit has an easement in and through each other unit and the common areas and facilities for all support elements and utility, wiring, heat, and service elements and for reasonable access thereto, as required to effectuate and continue proper operation of the condominium. In addition, each unit and all the common areas and facilities are specifically subject to easements as required for the electrical wiring and plumbing of each unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for common facilities reserved by law.

Section 23.2 Encroachments. To the extent not provided by the definition of unit (residential apartment) in the Condominium Statute, each unit and all common areas and facilities are hereby declared to have an easement over all adjoining units and common areas and facilities for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting or movement of any portion of the property or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units, areas and facilities so long as the encroachments shall exist and the rights and obligations of owners shall not be altered in any way by the encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of a unit if the encroachment was caused by the

willful act with full knowledge of the owner. The encroachments described in this Section 23 shall not be construed to be encumbrances affecting the marketability of title to any unit.

ARTICLE 24. PROCEDURES FOR SUBDIVIDING OR COMBINING UNITS.

Section 24.1 Submission of Proposal. No unit or units shall be subdivided and/or combined either by agreement or legal proceedings, except as provided in this Article. An owner may propose subdividing and/or combining of a unit or units by submitting the proposal in writing to all other unit owners and the mortgagees of the units to be subdivided or combined. The proposal must include complete plans and specifications for accomplishing the subdivision or combination and proposed amendments of this Declaration and the Survey Map and Plans.

Section 24.2 Approval Required for Subdivision. A proposal that contemplates subdivision of a unit will be accepted only if approved in writing by all owners and mortgagees of the unit or units to be subdivided, the owners, other than Declarant, of 80% of the undivided interest in the common areas and facilities held by owners other than Declarant.

Section 24.3 Approval Required for Combination. A proposal that contemplates only combination of units without subdividing any of them will be accepted if approved in writing by the owners of 60% of the total undivided interest in the common areas and facilities and all owners and mortgagees of the units to be combine.

Section 24.4 Procedure After Approval. Upon approval of the proposal, the owner making it may proceed according to the proposed plans and specifications; provided that the Board may in its discretion require that the Board administer the work or that provisions for the protection of other units or common areas and facilities or that reasonable deadlines for completion of the work be inserted in the contracts for the work. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments thereto.

ARTICLE 25. AMENDMENTS OF DECLARATION OR SURVEY MAP AND PLANS OR BYLAWS

Section 25.1 Procedures. An owner may propose amendments to this Declaration or the Survey Map and Plans or the Bylaws to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. If an amendment is proposed by owners of 20% or more of the units in the condominium, then, irrespective of whether the Board concurs in the proposed amendment, it shall be submitted to the members of the Association for their consideration at their next regular or special meeting for which timely notice may be given. Notice of a meeting at which an amendment is to be considered shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote, after notice has been given to all persons entitled to receive notices. Upon the adoption of an amendment as provided below, the amendment will become effective when a certificate of the amendment, executed by two officers of the Association, has been recorded in the public records.

Section 25.2 Percentages of Consent Required. Except as provided in Articles 21 and 22 in the case of damage or condemnation of the property, the percentages of consent of owners required for adoption of amendments to the Declaration, Survey Map and Plans, Articles and Bylaws are as follows:

25.2.1 Except as provided in Sections 21.2 and 22, the consent of owners holding at least 67% of the votes in the Association, but in any event not less than 60% of the owners, shall be required to amend any provision of the Declaration, Survey Map and Plans, Articles or Bylaws.

25.2.2 The unanimous consent of all owners shall be required to adopt any amendment altering the value of the property and of each unit and the percentage of undivided interest in the common areas and facilities.

25.2.3 Any provision in the Declaration, Articles or Bylaws that requires the consent or approval of the owners may be amended only with the consent of at least the percentage of owners required by such provision or by Section 25.2.1, whichever percentage is greater.

ARTICLE 26. ABANDONMENT OR TERMINATION OF CONDOMINIUM STATUS.

Except in cases of substantial damage to the property as provided in Article 21 or taking of the property as provided in Article 22, the condominium status of the property shall not be abandoned or terminated by reason of any act or omission by the owners or the Association except with the consent of all owners by an instrument to that effect duly recorded, and then only if the mortgagees and holders of all lines affecting any of the units consent thereto or agree, in either case by an instrument duly recorded, that their mortgages and liens be transferred to the percentage of the undivided interest of the owner in the property.

ARTICLE 27. SEVERABILITY.

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remainder complies with the Condominium Statute or, as covenants, effect the common plan.

ARTICLE 28. EFFECTIVE DATE.

This Declaration shall take effect as of March 1, 1990.

ARTICLE 29. SURVEY MAP AND PLANS.

The set of Plans and Survey Map referred to herein were filed with the Auditor of Chelan County simultaneously with the recording of this Declaration.

By David Mehelich
DAVID MEHELICH, President

By JERRY FLEMING
JERRY FLEMING, Vice-President

STATE OF WASHINGTON)) ss
COUNTY OF CHELAN)

On this 28th day of February, 1990, before me personally appeared DAVID MEHELICH and JERRY FLEMING, to me known to be the President and Vice-President respectively, of the corporation that executed the within and foregoing instrument and acknowledge said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



David M. Boh
NOTARY PUBLIC in and for the
State of Washington,
Residing at Wenatchee.
Commission Expires: 11/17/92

SCHEDULE "A"

Legal Description

PARCEL A:

TRACT "A", AS SHOWN ON PAGE 1 OF 2, OF CHELAN COUNTY
SHORT PLAT NUMBER 1979

PARCEL B:

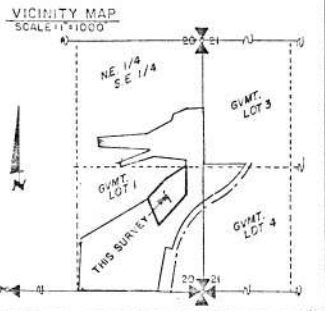
THAT PORTION OF GOVERNMENT LOT 1, LYING IN SECTION 20,
TOWNSHIP 28 NORTH, RANGE 21 EAST W.M., CHELAN COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE
NORTHEAST CORNER OF SAID GOVERNMENT LOT; THENCE, ALONG
THE EAST LINE OF SAID GOVERNMENT LOT, SOUTH $00^{\circ}17'48''$
WEST, 122.39 FEET, THE TRUE POINT OF BEGINNING; THENCE,
CONTINUING ALONG SAID EAST LINE OF SAID GOVERNMENT LOT,
SOUTH $00^{\circ}17'48''$ WEST, 394.33 FEET, TO AN INTERSECTION
WITH THE NORTHWESTERLY RIGHT OF WAY OF A ROAD KNOWN AS
SOUTH SHORE LAKE CHELAN COUNTY ROAD; THENCE, ALONG SAID
RIGHT OF WAY LINE, SOUTH $48^{\circ}29'05''$ WEST, 80.50 FEET;
THENCE, PARALLEL TO SAID EAST LINE, NORTH $00^{\circ}17'48''$
EAST, 364.93 FEET; THENCE, NORTH $36^{\circ}08'20''$ EAST, 102.47
FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 0.52
ACRES MORE OR LESS.

PARCEL C:

DRAINFIELD AREA C, AS SHOWN ON PAGE 2 OF 2, OF CHELAN
COUNTY SHORT PLAT NUMBER 1979.

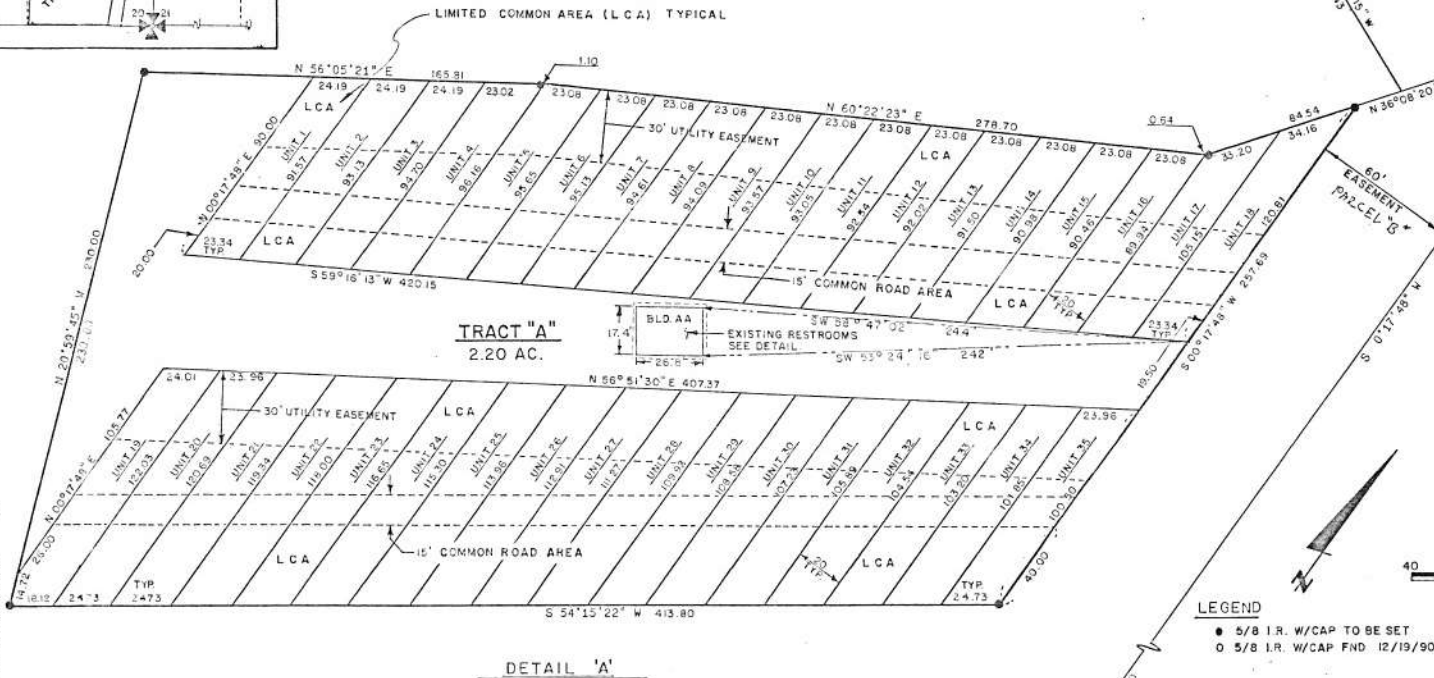
PARCEL D:

DRAINFIELD AREA D, AS SHOWN ON PAGE 2 OF 2, OF CHELAN
COUNTY SHORT PLAT NUMBER 1979.

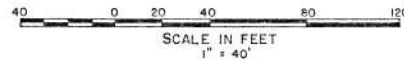
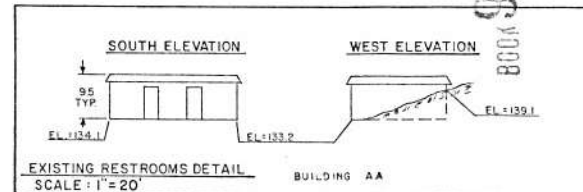
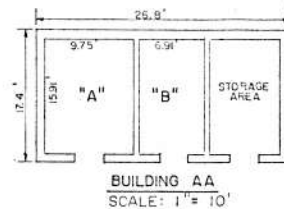


PTNS. OF GVMT. LOT 1 & THE N.E. 1/4 OF THE S.E. 1/4 OF SEC. 20 & A PTN. OF GVMT. LOT 4, SEC. 21, TWP. 28 N., RNG. 21 E.W.M. CHELAN COUNTY, WASHINGTON COVE OVERLOOK PARK CONDOMINIUM

SCHEDULE "B"



	BUILDING AA	UNIT A	UNIT B
FL. SPACE	457.12 SF	159.12 SF	109.94 SF
FL. ELEV.	134.1	134.1	134.1
CEL. G. ELEV.	141.93	141.93	141.93
VALUE		\$100,000.00	\$150,000.00



LEGEND
 ● 5/8 I.R. W/CAP TO BE SET
 ○ 5/8 I.R. W/CAP FND. 12/19/90

BASIS OF BEARINGS
 EAST LINE OF PARCEL "A" PER SURVEY FILED IN BOOK 24 OF SURVEYS, PAGES 48 & 49, RECORDS OF CHELAN COUNTY, WASHINGTON, BEING N 00° 17' 48" E.

REFERENCE DATA
 1. RECORD OF SURVEY FILED IN BOOK 24 OF SURVEYS, PAGES 48 & 49, RECORDS OF CHELAN COUNTY, WASHINGTON.

INSTRUMENT
 LIETZ SET 3, (1) ONE SECOND ELECTRONIC DIGITAL TACHEOMETER NO. D20808.

METHOD OF SURVEY
 MATHEMATICALLY CLOSED TRAVERSE

BASIS OF ELEVATION
 HIGHWAY MONUMENT AT P.C.
 STATION 129+76.24
 TOP OF I.R. = 100' (ASSUMED ELEVATION)

DESCRIPTION OF SURVEY:

A PORTION OF GOVERNMENT LOT 1, LYING IN SECTION 20, TOWNSHIP 28 NORTH, RANGE 21 EAST, W.M., CHELAN COUNTY, WASHINGTON, BEING TRACT A OF CHELAN COUNTY SHORT PLAT NO. 1979

RECITAL:

COVE OVERLOOK PARK CONDOMINIUM, IS A HORIZONTAL PROPERTY REGIME CREATED BY THE UNDERSIGNED SOLE OWNERS AND POSSESSORS OF THE LAND BELOW DESCRIBED, PURSUANT TO CHAPTER 64.32 OF THE REVISED CODE OF WASHINGTON, AS RECORDED UNDER CHELAN COUNTY AUDITORS FILE NO. _____ AT VOLUME _____ OF DEEDS, AT PAGES _____, RECORDS OF CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 A PORTION OF GOVERNMENT LOT 1, LYING IN SECTION 20, TOWNSHIP 28 NORTH, RANGE 21 EAST, W.M., CHELAN COUNTY, WASHINGTON, BEING TRACT A 1 OF CHELAN COUNTY SHORT PLAT NO. 1979.

ACKNOWLEDGEMENT

STATE OF WASHINGTON
 COUNTY OF _____
 I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED _____
 SIGNATURE OF NOTARY PUBLIC
 MY APPOINTMENT EXPIRES _____

AUDITORS CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____
 19____ AT THE _____ M. IN BOOK _____ OF PLATS
 PAGE _____ AT THE REQUEST OF BOUNDARY ENGINEERING INC.

AUDITOR _____ PUTY AUDITOR _____

SURVEYORS 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 _____ IN _____ 19____

W. L. B. B. B.
 CERTIFICATE NO. 15160



BOUNDARY ENGINEERING

110 E. BROADWAY
 MOSES LAKE, WA. 98837
 (509) 765-0297

RECORD OF SURVEY FOR CHELAN ADVENTURES

JOB NO.: 89-1481	ED BY: J.B.	DRAWN BY: S.E.L.
SCALE: 1" = 40'	DATE: 1-23-90	F.B. 500

PTNS. OF GVMT. LOT 1 & THE N.E. 1/4 OF THE S.E. 1/4 OF SEC. 20 &
A PTN. OF GVMT. LOT 4, SEC. 21, TWP. 28 N., RNG. 21 E.W.M.
CHELAN COUNTY, WASHINGTON
COVE OVERLOOK PARK CONDOMINIUM

LEGAL DESCRIPTIONS:

PARCEL A: TRACT "A", AS SHOWN ON PAGE 1 OF 2, OF CHELAN COUNTY SHORT PLAT NUMBER 1979

PARCEL B: THAT PORTION OF GOVERNMENT LOT 1, LYING IN SECTION 20, TOWNSHIP 28 NORTH, RANGE 21 EAST W.M., CHELAN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT; THENCE, ALONG THE EAST LINE OF SAID GOVERNMENT LOT, SOUTH 00°17'48" WEST, 122.39 FEET, THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID EAST LINE OF SAID GOVERNMENT LOT, SOUTH 00°17'48" WEST, 394.33 FEET, TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY OF A ROAD KNOWN AS SOUTH SHORE LAKE CHELAN COUNTY ROAD; THENCE, ALONG SAID RIGHT-OF-WAY LINE, SOUTH 48°29'05" WEST, 80.50 FEET; THENCE, PARALLEL TO SAID EAST LINE, NORTH 00°17'48" EAST, 364.93 FEET; THENCE, NORTH 36°08'20" EAST, 102.47 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 0.52 ACRES MORE-OR-LESS.

PARCEL C: DRAINFIELD AREA C, AS SHOWN ON PAGE 2 OF 2, OF CHELAN COUNTY SHORT PLAT NUMBER 1979

PARCEL D: DRAINFIELD AREA D, AS SHOWN ON PAGE 2 OF 2, OF CHELAN COUNTY SHORT PLAT NUMBER 1979.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS IN FEE SIMPLE HEREBY DECLARE THIS SURVEY MAP AND THESE PLANS, AND DEDICATE THE SAME FOR CONDOMINIUM PURPOSES. THE SURVEY MAP AND THESE PLANS OR ANY PORTION THEREOF SHALL BE RESTRICTED BY THE TERMS OF THE DECLARATIONS FILED UNDER CHELAN COUNTY AUDITOR'S FILE NO. _____, AND RECORDED IN VOLUME _____, AT PAGE(S) _____, RECORDS OF CHELAN COUNTY, WASHINGTON.

IN WITNESS THEREFORE WE HAVE SET OUR HANDS AND SEALS.

THE CHELAN ADVENTURES INC., A WASHINGTON CORPORATION.

BY _____
PRESIDENT

BY _____
SECRETARY

ACKNOWLEDGEMENTS:

STATE OF WASHINGTON
COUNTY OF CHELAN

ON THIS _____ DAY OF _____, 19____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____, AND _____, TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE CORPORATION, CHELAN ADVENTURES INC., THAT THEY EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND, ON OATH, STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT, AND THAT THE SEAL AFFIXED (IF ANY) IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 19____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND THESE PLANS FOR COVE OVERLOOK PARK CONDOMINIUMS, A CONDOMINIUM, ARE BASED UPON AN ACTUAL SURVEY DONE BY ME OR UNDER MY DIRECT SUPERVISION, OF THE PROPERTY DESCRIBED HEREIN; THAT THE COURSES AND DISTANCES ARE SHOWN ACCURATELY THEREON; THAT THE BOUNDARY AND LIMITED COMMON AREA LOCATIONS HAVE BEEN STAKED WITH CHELAN COUNTY STANDARDS MONUMENTS, AND THAT THESE PLANS ACCURATELY DEPICT THE LOCATIONS AND DIMENSIONS OF THE APARTMENTS AS-BUILT.

DATED THIS 28th DAY OF Feb, 1990.

W. RON BAKER P.L.S. NO. 15160

W. Ron Baker

SURVEYOR'S VERIFICATION:

STATE OF WASHINGTON
COUNTY OF CHELAN

W. Ron Baker BEING FIRST ON OATH DULY SIGNS, STATES THAT HE IS THE REGISTERED LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE, THAT HE HAS EXAMINED THESE PLANS SURVEY MAP, AND BELIEVES THE CERTIFICATION TO BE A TRUE STATEMENT.

SUBSCRIBED AND SWORN BEFORE ME THIS 28th DAY OF Feb, 1990.

David M. Baker
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Wenatchee

ASSESSOR'S / TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED.

DATED THIS _____ DAY OF _____, 19____.

TREASURER, CHELAN COUNTY, WASHINGTON.

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BOUNDARY ENGINEERING

110 E. BROADWAY

MOSES LAKE, WA. 98837

(509) 765-0297

RECORD OF SURVEY
FOR
CHELAN
ADVENTURES INC.

JOB NO.: 69-1481	ED BY: W.R.B.	DRAWN BY: S.E.L./H.P.
SCALE:	DATE:	F.B.

EXHIBIT "C" TO
CONDOMINIUM DECLARATION OF
COVE OVERLOOK PARK CONDOMINIUM

Tenancy/Unit		Assigned Mobile Location	Tenancy Value	% Interest in Common Area to Each Tenancy in Common
A	1	1	\$ 50,000	2.857
B	2	2	50,000	2.857
A	3	3	50,000	2.857
B	4	4	50,000	2.857
A	5	5	50,000	2.857
B	6	6	50,000	2.857
A	7	7	50,000	2.857
B	8	8	50,000	2.857
A	9	9	50,000	2.857
B	10	10	50,000	2.857
A	11	11	50,000	2.857
B	12	12	50,000	2.857
A	13	13	50,000	2.857
B	14	14	50,000	2.857
A	15	15	50,000	2.857
B	16	16	50,000	2.857
A	17	17	50,000	2.857
B	18	18	50,000	2.857
A	19	19	50,000	2.857
B	20	20	50,000	2.857
A	21	21	50,000	2.857
B	22	22	50,000	2.857
A	23	23	50,000	2.857
B	24	24	50,000	2.857
A	25	25	50,000	2.857
B	26	26	50,000	2.857
A	27	27	50,000	2.857
B	28	28	50,000	2.857
A	29	29	50,000	2.857
B	30	30	50,000	2.857
A	31	31	50,000	2.858
B	32	32	50,000	2.858
A	33	33	50,000	2.858
B	34	34	50,000	2.858
A	35	35	50,000	2.858
			<u>\$1,750,000</u>	<u>100%</u>

SCHEDULE "D"

Unit	Approx. Area	No. Rooms	No. Tenancies
A	155.12 sq. ft.	1	18
B	109.94 sq. ft.	1	17

The percentage of each tenancies interest:

(a) in Unit A = 1/18th

(b) in Unit B = 1/17th