

PROTECTIVE COVENANTS FOR ALL OF  
CHIWAWA RIVER PINES  
CHELAN COUNTY, WASHINGTON

Amended and Restated Effective September 27, 2025

This amended and restated protective covenants for all of Chiwawa River Pines Chelan County, Washington ("Covenants") is effective as of September 27, 2025 and amends, restates, supersedes, and replaces in its entirety that certain Protective Covenants for all of Chiwawa River Pines, Chelan County, Washington, dated September 28, 1991 and recorded under Chelan County Recording No. 9212240036, as amended and supplemented on July 7, 2008 and recorded under Chelan County Recording No. 2291058; on July 14, 2011 and recorded under Chelan County Recording No. 2345685; on July 25, 2011 and recorded under Chelan County Recording No. 2346266; and on Jun 1, 2012 and recorded under Chelan County Recording No. 2361756.

1. CHIWAWA RIVER PINES.

These protective covenants are to apply to all of the lots and tracts of the Chiwawa River Pines according to the plat of Chelan County, Washington, in Chiwawa River Pines, recorded as:

Section #1	Volume 6	Page 48	Auditors File Number: 600748
Section #2	Volume 6	Page 48	Auditors File Number: 609584
Section #3	Volume 6	Page 75	Auditors File Number: 641218
Section #4	Volume 7	Pages 26-28	Auditors File Number: 664581
Section #5	Volume 7	Pages 29-30	Auditors File Number: 664582
Section #6	Volume 7	Pages 50-52	Auditors File Number: 679926

and:

Short Platted Parcels:

Short Plat 727	Page 770	Auditors File Number: 750390
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and:

Surveyed or Deeded Parcels:

General Recording 697	Page 290	Auditors File Number: 698026
General Recording 814	Page 483	Auditors File Number: 8308080121
General Recording	(no Page)	Auditors File Number: 2211899
Survey 28	Page 89	Auditors File Number: 9205290005
Survey 28	Page 48	Auditors File Number: 9203240062
Survey 66	Page 112	Auditors File Number: 2468741

in records of Chelan County, Washington, in Section 31, Township 27 North, Range 18 East of the Willamette Meridian in Chelan County, Washington, lying east and west of the Chiwawa River.

## 2. DEFINITIONS

“Board of Trustees” means the body responsible for administration of the Chiwawa Communities Association, Inc., selected as provided in the By-Laws and generally serving the same role as the board of directors under Washington corporate law.

“Member” means a person subject to membership in Chiwawa Communities Association, Inc.

“Owner” means one or more Persons who hold record title to a lot in Chiwawa River Pines, as described in Exhibit A, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

“Person” means a natural person, marital community, partnership, corporation, association, limited liability company, trustee, or any other form of legal entity.

## 3. MEMBERSHIP IN CHIWAWA COMMUNITIES ASSOCIATION, INC.

Every conveyance of property in the plats shall be subject to the provisions of the Articles of Incorporation and the By-Laws of Chiwawa Communities Association, Inc., a non-profit corporation organized under the laws of the State of Washington for the purpose, among others, of owning, operating and maintaining a community water system, providing water and other services to its members. Membership in Chiwawa Communities Association, Inc. shall be inseparable appurtenant to ownership of land in the above plats. All owners of land in the plats shall automatically become members of Chiwawa Communities Association, Inc., pursuant to the terms of, and subject to all the duties and obligations of membership under the Articles of Incorporation and the By-laws and any amendments thereof. Such owner, by the act of acquiring any interest in the real property of this plat, covenants on behalf of themselves, their heirs, assignees and other successors to be bound by the Articles of Incorporation and By-Laws, and any amendments thereof and such covenants shall run with the land and be enforceable by Chiwawa Communities Association, Inc.

## 4. ASSESSMENT AND LIEN.

Payment of each assessment and charge shall be due within 30 days after mailing of notice of assessment to the members. Thereafter, said assessment and charge shall be delinquent and shall bear interest at the rate of 12% per annum until paid. Any assessment or charge shall be a personal obligation of the member assessed and shall be a lien upon the real property of said member. In the event it is necessary for the corporation to employ an attorney to make collection of any such assessment or charge, then all reasonable expenses incurred by the corporation for attorney's fees and costs in collecting or enforcing the assessment or charge whether in a court action or not shall also be the personal obligation of the delinquent member and includable in the lien upon said member's real property. The lien shall be enforceable by foreclosure proceedings in the manner provided by law for foreclosure of statutory liens upon land. Said lien shall be superior to any and all other liens except liens of record prior to the date of assessment of the lien and except real property taxes.

5. LAND USE.

Lots shall be utilized solely for single family residential use consisting of single residential dwelling and such out-buildings (garage, patio structure), as consistent with permanent or recreational residence. Short-term rentals shall be maintained and operated in compliance with all applicable state and Chelan County laws and regulations. Lots shall not be utilized for industrial or commercial use EXCEPT for the following:

- a. Long-term, low-impact service-oriented business: Long-term, low-impact service-oriented businesses are defined as businesses operated by owners that reside on their properties on an ongoing basis, provide a direct benefit to the Association and its owners, and have a low impact on the community and its resources. The term "business" as used here shall be construed to have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license from a governmental or regulatory authority is required. Examples of long-term, low-impact, service-oriented businesses include but are not limited to the following: Trail grooming, backhoe operators, snow removal and accounting services. The Board of Trustees may approve long-term, low-impact, service-oriented businesses in addition to the examples given on a case by case basis using the following measurable standards: (i) existence or operation of the business activity is not unreasonable, as determined in the Board of Trustee's sole discretion, apparent or detectable by sight, sound, or smell from outside the lot; (ii) the business activity conforms to all land use and regulatory requirements for the lot; (iii) the business activity does not involve excessive, as determined in the Board of Trustee's sole discretion, regular visitation of the lot by employees, clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of Chiwawa River Pines; and (iv) the business activity is consistent with the residential character of Chiwawa River Pines, as may be determined in the Board's sole discretion. All long-term, low-impact, service-oriented businesses must comply with local zoning and permitting regulations and are subject to the Protective Covenants and By-Laws.

All habitable structures must be located no nearer than 20 feet to the front lot line. Structures shall be of new construction and shall not be commenced until building permit of appropriate public body is obtained. Progress of construction shall be steadily progressed and exterior to be completed within twelve (12) months from commencement of construction.

Secondary structures such as sheds, gazebos, and carports shall be in good repair, adhere to local zoning and building codes, and not detract from a single family recreational residential concept.

6. NUISANCES OR OFFENSIVE USE; TRASH DISPOSAL.

No nuisance or offensive use shall be conducted or suffered as to lots subject hereto, nor shall any lot be utilized for industrial or commercial use (except as authorized under section 5, "Land Use" and for appropriate real estate sale signs on sale of lots), nor as a dump or in such a manner as to cause blight, nor shall there be kept animals or stock of any kind other than conventional, domestic pets; provided, horses may be stabled on the lot for short-term recreational activities complying with non-road usage in Chiwawa River Pines, except for entrance and exit. Lot owners retaining animals must confine their animals to prevent them from wandering off the lot and must maintain cleanliness of grounds to eliminate animal offensive wastes, odors, flies, etc. at all times, or alternatively, shall be regularly hauled by or for the owner to a public dump or other suitable dump site outside of Chiwawa River Pines. No trash, garbage, ashes or other organic or inorganic refuse shall be stored, thrown, dumped, or otherwise disposed of on any lot, vacant or otherwise, or in the rivers and streams, including the Chiwawa River and Wenatchee River, within the plats.

7. SIGNS.

Except as otherwise allowed or provided for by law, no sign of any kind shall be displayed to the public view on any lot, tract or subdivision thereof in the plat, except one sign of not more than 3 feet square giving the names of the occupants of the lot, tract, or approved subdivision thereof, and one sign of not more 6 square feet advertising the property for sale or rent.

8. ENFORCEMENT

In the event of any violation of, or attempt to violate, the specifically enforceable terms of these Covenants, which includes only those matters herein which may be subject to abatement or injunction, any owner with proper subject matter and real property interest or the Chiwawa Communities Association, Inc. may pursue in any court having jurisdiction proceedings at law or in equity against any party or their heirs or assigns for violation of, or attempt to violate, the specifically enforceable terms of these Covenants and may seek an abatement or injunction to enjoin or prevent the violation plus monetary damages and reasonable attorneys' fees and costs, and may also pursue dispute resolution as provided for in Article VIII of the Bylaws.

9. SEVERABILITY.

The provisions hereof are severable, and the invalidation or any part of parts hereof shall not thereby disqualify or invalidate the other provisions hereof which shall remain in full force and effect in accordance with their terms.

10. INTEGRITY OF LOTS.

No lot or lots or combination thereof shall be divided, re-divided or consolidated so as to relieve the application of restrictive covenants to the platted lots as platted or to affect the membership, assessments, and lien rights against the said lots.

11. TERMS OF COVENANTS.

These covenants shall run with the land and shall be binding until 2034 (ten years), at which time said covenants shall be automatically extended for successive period of ten years, unless the majority of the then owners of lots within the plat agree, by simple majority (51%) vote, to change these protective restrictions and covenants in whole or in part.



Signature

Matthew Oaks

Printed Name

President

Officer Title

OCTOBER 16 2025

Date Signed

State of Washington

County of Chelan

This record was acknowledged before me on 10/16/25 by Matthew Oaks as President of Chiwawa Communities Association.



Signature of Notary Republic

Notary Public

Title

Jan. 24, 2027

My Commission Expires Date

