

RECITALS

- A. On September 18, 1990, the Chelan Ridge Declaration of Restrictive Covenants (the "Covenants") were executed thereby establishing covenants, conditions, and restrictions for the Chelan Ridge Community Association (the "Association").
- B. The property to which the Covenants apply is described as follows (the "Property"):
- Lots 1 through 28, inclusive, and Lots 30 and 31, Plat of Chelan Ridge, Chelan County, Washington, according to the plat thereof, recorded in Volume 9 of Plats, pages 71, 72 and 73, records of Chelan County, Washington.
- Lots 32 through 37, and Lots 39 through 41, Plat of Chelan Ridge Division II, Chelan County, Washington, according to the plat thereof, recorded in Volume 25 of Plats, page 16, records of Chelan County, Washington.
- Lots 42 through 45, Chelan Ridge Short Plat No. 3301, Chelan County, Washington, according to the plat thereof, recorded in Volume 14 of Short Plats, page 15, records of Chelan County, Washington.
- Lots 38 and 46, Chelan County Plat Alteration No. P 97-11, Chelan County, Washington, according to the plat thereof, recorded in Volume 27 of Short Plats, page 67, records of Chelan County, Washington.
- Lots 47 through 49, Chelan County Boundary Line Adjustment No. 2004-003, recorded under Auditor File No. 2165206, Chelan County, Washington.
- C. The purpose and intent of the Covenants is to protect the value and desirability of the Property as high-class neighborhood. Short-term rentals are incongruent with the intent of the Covenants and do not coincide with the general scheme of the Association. Therefore, the intent of this Amendment is to address the use and operation of short-term rentals.
- D. Pursuant to Article XIII, the Covenants may be amended, and new covenants may be created by an affirmative vote of more than fifty percent (50%) of the voting Members of the Association.

- E. Notice of the Amendment was given to all Members of the Association as required by the Covenants and said Amendment was adopted at a meeting of the Members of the Association. The undersigned represents that more than fifty percent (50%) of the Members of the Association, as required by Article XIII of the Covenants, approved this Amendment.

AMENDMENT

NOW THEREFORE, the Covenants are hereby amended as follows:

1. Article II is amended to add a new section 2.15 and 2.16, which provide as follows:

2.15 "Short Term Rental" shall mean a living unit, or any portion thereof, offered by an Owner to an invitee for less than thirty (30) consecutive nights in exchange for any remuneration or anything of economic value.

2.16 "Invitee" shall mean any person or persons renting a short-term rental.

2. Article VIII is amended to add a new section 8.1.14, which provides as follows:

8.1.14 No Owner shall operate or allow the operation of a Short-Term Rental. Any use of a living unit for purposes of a Short-Term Rental is inconsistent with the general plan of the development, conflicts with the intent and purpose of the Declaration, and is a material violation of the Declaration.

3. A resolution adopting the new covenants set forth herein was duly adopted at a special meeting of the Board after a meeting of the members of the Association, at which meeting the resolution was voted for by more than fifty percent (50%) of the voting members of the Association.

4. The Covenants, as amended by this Amendment, shall run with the Association and the Property and be binding upon present and future owners, in perpetuity, unless and until further amended as set forth in the Covenants.

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4. The Covenants, as amended by this Amendment, shall run with the Association and the Property and be binding upon present and future owners, in perpetuity, unless and until further amended as set forth in the Covenants.

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5. Except as modified by this Amendment, all other provisions of the Covenants are ratified and reaffirmed. In the event of a conflict between the terms of the Covenants and this Amendment, the terms and conditions associated with this Amendment shall control.

DATED this 26 day of FEBRUARY, 2022.

Chelan Ridge Community Association, a Washington nonprofit corporation

By: 
Brian Thompson, President

Attest:

I attest that this Second Amendment to the Chelan Ridge Declaration of Restrictive Covenants was duly approved by the requisite affirmative vote of the Members of the Association necessary to adopt such Second Amendment.

By: 
, Secretary

Dated: March 1, 2022

STATE OF WASHINGTON)
)ss.
County of Chelan)

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that BRIAN THOMPSON 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 President of Chelan Ridge Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-25, 2021²



Andrea M Peters
Andrea M Peters (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 6-30-2024

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Kimberly A. Troutman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Secretary of Chelan Ridge Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-1, 2021²



Andrea M Peters
Andrea M Peters (Printed name)
NOTARY PUBLIC, state of Washington
My appointment expires 6-30-2024