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**AMENDED AND RESTATED DECLARATION OF COVENANTS
OF
VISTA DEL LAGO, A PLANNED DEVELOPMENT**

Reference Number(s) of related document(s): 9612050015, 2127301, 2157461, 2256162
and 2342521

Grantor: Vista Del Lago Resort Property Owner's Association, a Washington non-profit corporation

Grantee: Vista Del Lago Resort Property Owner's Association, a Washington non-profit corporation

Legal Description (abbreviated): LOTS 1-83 AND PARCELS A, B, C, D, E AND F,
VISTA DEL LAGO BSP 23, CHELAN COUNTY

Full legal description(s) on Exhibit "A" attached hereto and incorporated herein

Assessor's Tax Parcel ID Numbers:

28-21-36-920-010, 28-21-36-920-020, 28-21-36-920-030,
28-21-36-920-040, 28-21-36-920-050, 28-21-36-920-060,
28-21-36-920-070, 28-21-36-920-080, 28-21-36-920-090,
28-21-36-920-100, 28-21-36-920-110, 28-21-36-920-120,
28-21-36-920-130, 28-21-36-920-140, 28-21-36-920-150,
28-21-36-920-160, 28-21-36-920-170, 28-21-36-920-180,
28-21-36-920-190, 28-21-36-920-200, 28-21-36-920-210,
28-21-36-920-220, 28-21-36-920-230, 28-21-36-920-240,
28-21-36-920-250, 28-21-36-920-260, 28-21-36-920-270,
28-21-36-920-280, 28-21-36-920-290, 28-21-36-920-300,

28-21-36-920-310, 28-21-36-920-320, 28-21-36-920-330,
28-21-36-920-340, 28-21-36-920-350, 28-21-36-920-360,
28-21-36-920-370, 28-21-36-920-380, 28-21-36-920-390,
28-21-36-920-400, 28-21-36-920-410, 28-21-36-920-420,
28-21-36-920-430, 28-21-36-920-440, 28-21-36-920-450,
28-21-36-920-460, 28-21-36-920-470, 28-21-36-920-480,
28-21-36-920-490, 28-21-36-920-500, 28-21-36-920-510,
28-21-36-920-520, 28-21-36-920-530, 28-21-36-920-540,
28-21-36-920-550, 28-21-36-920-560, 28-21-36-920-570,
28-21-36-920-580, 28-21-36-920-590, 28-21-36-920-600,
28-21-36-920-610, 28-21-36-920-620, 28-21-36-920-630,
28-21-36-920-640, 28-21-36-920-650, 28-21-36-920-660,
28-21-36-920-670, 28-21-36-920-680, 28-21-36-920-690,
28-21-36-920-700, 28-21-36-920-710, 28-21-36-920-720,
28-21-36-920-730, 28-21-36-920-740, 28-21-36-920-750,
28-21-36-920-760, 28-21-36-920-770, 28-21-36-920-780,
28-21-36-920-790, 28-21-36-920-800, 28-21-36-920-810,
28-21-36-920-820, 28-21-36-920-830, 28-21-36-920-900,
28-21-36-920-910, 28-21-36-920-920, 28-21-36-920-930,
28-21-36-920-940, and 28-21-36-920-950

**Declaration of Covenants
of
Vista Del Lago, A Planned Development, As Amended**

Grantor: Vista Del Lago Resort Property Owner's Association

Grantee: Vista Del Lago Resort, a Planned Development. Abbreviated Legal Description: Vista Del Lago Resort, A Planned Development, as per binding site plan number 23, recorded December 17, 1996, Auditor's file number 9612170018, records of Chelan County, WA. Tax Parcel Number: 91-1805232

This document is a revision of the original Declaration of Covenants of Vista Del Lago Resort, A Planned Development, dated December 5, 1996 and recorded on December 17, 1996 under Chelan County (WA) Auditor's file number 9612170018.

The amendments contained herein have been properly prepared, approved by at least a majority of the Board of Directors, and adopted by at least sixty-seven percent of the Owners in accord with Article VI of this Declaration: The amendments incorporated in this revision are:

1. Approved by the Board of Directors and adopted by the Owners on December 6, 1997.
2. Approved by the Board of Directors on May 18, 2002 and adopted by the Owners on June 1, 2002.
3. Approved by the Board of Directors on May 3, 2003 and adopted by the Owners on June 7, 2003.
4. Approved by the Board of Directors on April 22, 2006, July 1, 2006, August 5, 2006 and adopted by the Owners on September 9, 2006.
5. Approved by the Board of Directors on April 24, 2018 and adopted by the Owners on June 2, 2018.

Signed this Aug 02, 2018

Vista Del Lago Resort Property Owners Association

By: Jeffrey M McCann
Print Name: Jeffrey M McCann

Its: President

STATE OF WASHINGTON)

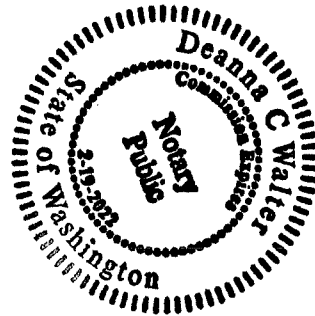
) ss.

COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that Jeffrey M McCann 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 Vista Del Lago Resort Property Owner's Association to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: 8/2/18

Deanna C Walter
NOTARY PUBLIC in and for the State of Washington
My appointment expires 2/19/22



**AMENDED AND RESTATED
DECLARATION
OF
VISTA DEL LAGO RESORT
A PLANNED DEVELOPMENT**

PREFACE

This Amended and Restated Declaration of Covenants of Vista Del Lago Resort incorporates all amendments as listed below.

Only those paragraphs in the original Declaration of Covenants affected by these amendments have been revised. All other paragraphs are as recorded in the original document. Some formatting has been revised for consistency.

This document is a revision of the original Declaration of Covenants of Vista Del Lago Resort, A Planned Development, dated December 5, 1996 and recorded on December 17, 1996 in Chelan County, Washington under Chelan County Auditor's File No. 9612170018.

The amendments contained herein have been properly prepared, approved by at least a majority of the Board of Directors, and adopted by at least sixty-seven percent of the Owners in accord with Article VI of this Declaration. The amendments incorporated in this revision are:

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS OF VISTA DEL LAGO RESORT
A PLANNED DEVELOPMENT**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS OF VISTA DEL LAGO RESORT, A PLANNED DEVELOPMENT is made on the 2 day of June 2018, by Vista Del Lago Property Owners Association, the successor declarant under that certain Declaration of Covenants of Vista Del Lago Resort, recorded under the records of Chelan County, Washington (the "Declarant"), which constitutes the covenants, conditions, restrictions, reservations, limitations and use (referred to hereafter as the "Covenants") creating and establishing a planned development to be known as VISTA DEL LAGO RESORT, A PLANNED DEVELOPMENT.

RECITALS

- A. Eastland Corporation, as the original Declarant, originally developed the planned development legally described in Exhibit "A" attached hereto, commonly known as "Vista Del Lago Resort, a Planned Development" with a street address of 1000 SR 150, Manson, Washington 98831. This planned development is referred to hereafter as the "Property" or the "Planned Development."
- B. Eastland Corporation, as the developer and original Declarant, improved the Property by constructing thereon roads, utilities, and amenities, to create a Planned Development of the Property and its Improvements. There are 80 Lots in the Planned Development (hereinafter called "Parcels") designated for separate ownership.
- C. The Vista Del Lago Planned Development is an adult RV and Park Model development with minimum age limits for occupancy.
- D. The Vista Del Lago Resort Property Owners Association (hereafter the "Association") was incorporated under the laws of the State of Washington as a nonprofit corporation.
- E. The Association desires to comply with applicable requirements of governmental authorities including, but not limited to, the 1988 amendments to the Federal Fair Housing Act, as amended in 1995, and applicable rules and regulations.
- F. The Association desires to set forth and reflect in the public record a policy of providing housing and recreation opportunities for persons fifty-five (55) years of age and over. Not more than twenty (20%) percent may be younger than fifty-five (55) years of age.
- G. The Declaration, as amended, provides for the common ownership by the Owners of certain real property identified in the Declaration as Common Elements.
- H. The Association was created to manage and maintain the Common Elements within the Property and administer and enforce these Covenants and collect and disburse funds pursuant to the assessments and charges created in this Declaration and perform such other acts as are provided or which generally benefit its members, the Property, and the Owners.

- I. The Owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any interest in the Property, shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions restrictions, liens, assessments, easements, privileges and rights set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the Property.
- J. The Association now desires to amend and restate the Declaration, as previously amended, in order to make changes consistent with the stated goals and purposes of the Declaration and Bylaws.

NOW, THEREFORE, the Association hereby publishes and declares the Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, reservations, uses, limitations and obligations. This Declaration and these Covenants are declared and agreed to be in furtherance of a general plan for the subdivision, Improvement, sale, and use of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. These covenants, conditions, restrictions, reservations, limitations and obligations shall run with the Property and the individual Parcels, shall be a burden and benefit upon the Property and the Parcels, and shall be binding upon any person acquiring or owning any interest in the Parcels and the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I – DEFINITIONS AND INTERPRETATIONS

1. Plural, Singular, Gender: Singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.
2. Captions and Exhibits, etc.: Captions given herein are for convenience only and are not intended to modify or effect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated by reference as though fully set forth where such reference is made. Capitalized terms have the meanings given in paragraph 5 herein below.
3. Liberal Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Planned Development under the provisions of the laws of the State of Washington as the same may now exist or hereafter be amended. All provisions of this Declaration and the Association Bylaws are severable. In the event of a conflict between a provision of this Declaration and the Bylaws, this Declaration shall prevail. The creation of the Planned Development shall not be impaired and title to a Parcel and its Allocated Interest in the Common Elements shall not be rendered unmarketable or otherwise affected by an insignificant failure of this Declaration or the Survey.
4. Covenants Running with Property: It is intended that this Declaration shall be operative as covenants running with the Property. In the event a court of competent jurisdiction

determines for any reason that the provisions of this Declaration are not applicable as covenants running with the Property or equitable servitude's, the Owners of Parcels shall be tenants in common of the Common Elements and have as their respective "Allocated Interests" in the Common Elements the fractions of percentages of ownership of all the Parcels.

5. Definitions:

The following definitions apply throughout this Declaration, unless specifically provided otherwise.

- "Allocated Interest" means an Owner's proportionate ownership of Common Elements. Allocated Interest is determined as a fraction of ownership of the total number of Parcels in the Planned Development (including additional Parcels added in subsequent phases of development). The Allocated Interest is a fraction where the numerator is an Owners total number of Parcels owned and the denominator is the total number of Parcels in the Planned Development (including subsequent phases). Owners shall pay Assessments based upon their Allocated Interests.
- "Articles" means the Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Washington, as said Articles may be amended from time to time.
- "Assessments" means all sums chargeable by the Association against a Parcel or its Owner, including without limitation: a) Regular Assessments for Common Expenses (as defined in Article XII, Section 4; b) Special Assessments (as defined in Article XII, Section 5); c) Capital Improvements Assessments (as defined in Article XII, Section 6); c) interest and late charges on any delinquent account; and d) costs of collection including attorney's fees incurred by the Association in connection with the collection of a delinquent Owner's account.
- "Association" means the VISTA DEL LAGO PROPERTY OWNERS ASSOCIATION, a Washington nonprofit corporation, its successors and assigns.
- "Association Rules" means the rules adopted by the Board as such rules may be amended from time to time.
- "Awning" means a removable or collapsible covering not requiring construction of roofing rafters or permanent supports.
- "Board" means the Board of Directors of the VISTA DEL LAGO RESORT PROPERTY OWNERS ASSOCIATION. The Board has primary authority to manage the affairs of the Association and to act on behalf of the Association. The term "Board" includes persons, committees, agents, and contractors authorized by the Board to act on its behalf.

- “Bylaws” means the Bylaws of the Association; as such Bylaws, may be amended from time to time.
- “Carport” means a cover that is either free standing with supports anchored to the ground. Carports are open on at least two sides and are constructed of non-combustible material if they do not meet the five (5) foot setback.
- “Chelan Room” means an accessory non-permanent building adjoining a Park Model.
- “Common Elements” means all portions of the Planned Development and all Improvements thereon, other than the Parcels.
- “Common Expenses” means the actual and estimated expenses or other obligations incurred by the Association in performing its functions hereunder including, but not limited to, operating, maintaining and repairing the Common Elements, and operating the Association.
- “Common Expenses Liability” means the liability for Common Expenses allocated to each Parcel.
- “Conveyance” means any transfer of the ownership of a Parcel, including transfer by deed or by real estate contract, but shall not include a transfer solely for security.
- “Declaration” means this entire document, as the same may from time to time be amended.
- “Governing Documents” shall mean this Restated Declaration, the Articles of Incorporation and Bylaws of the Association, the Association Rules, the Rule Violations Policy and any other rules or regulations adopted and authorized by any of the foregoing or by the Board, and all amendments, modifications and supplements to any such documents.
- “Pit-set” means the home is placed in a pit to minimize the exposed skirting.
- “Height Restrictions” When referred to and specified herein, height restrictions on Improvements are to be measured from the highest point along the base of an Improvement to the highest point at the top of an Improvement (excluding antennae or other removable accessories on a roof).
- “Improvement” means any RV, Park Model RV, Park Model Home, Chelan Room, building, roadways, parking areas, lighting fixtures, awnings, decks, attached rooms, sheds, fences, walls, hedges, plantings, planted trees and shrubs, swimming pool, and all other structures, landscaping or alteration of every type and kind, on the Property.

- “Lease” means any agreement for rental, use, or occupancy of a Parcel by person(s) other than the Owner, regardless of whether such agreement includes compensation in return for the occupancy or use of a Parcel.
- “Lot” means the separately designated and described Parcels of land shown on the Plat.
- “Manager” means a person or entity retained by the Board to perform management and administrative functions and duties for the Planned Development as delegated by the Association in writing.
- “Majority of Owners” means more than 50% of the total votes cast with respect to a given matter. A specified fraction or percentage “of the Owners” refers to the total votes cast with respect to a given matter. Unless otherwise specified, any provision herein requiring the approval of the Owners means the approval of a majority of Owners.
- “Majority of All the Owners” means that fraction or percentage of the total votes of all Owners.
- “Member” means any person who is a member of the Association.
- “Minor Child” means any person who is under the age of 18 years old.
- “Mortgage” means any recorded, filed, or otherwise perfected instrument pertaining to all or any portion of the Property (which is not a fraudulent conveyance under Washington law), given in good faith and for valuable consideration as security for the performance of an obligation including, but not limited to, deeds of trust. “Mortgage” shall not include any instrument creating or evidencing solely a security interest arising under the Uniform Commercial Code. “Mortgagee” means the holder of a note secured by a Mortgage, including the trustee and beneficiary under any deed of trust. “Mortgagor” means the party executing a Mortgage as obligor. “First Mortgage” means a Mortgage which is the first and most senior of all Mortgages upon the same property. “First Mortgagee” means the holder of the note secured by the First Mortgage. “Servicer” means any entity authorized by a Mortgagee to service a Mortgage.
- “Occupant” means a person or persons, who rightfully resides on the parcel.
- “Owner” means the owner of record, (whether one (1) or more persons or entities) of fee simple title to any Parcel, including contract vendees of a Parcel but excluding those having interests in a Parcel merely as security for the performance of an obligation.
- “Parcel” means an individual parcel of real estate designated on the Survey and which is subject to this Declaration.
- “Park Model” means a non-permanent pre-manufactured building that is 399 square feet or less and a minimum of ten (10) feet in width (excluding pop-out sections), with a

minimum 4 to 12 pitched roof, roof of metal or asphalt shingles, and vinyl, composite, fiber cement (also known as Hardie plank) or wood siding.

- “Park Model Home” means a non-permanent pre-manufactured building that is nine hundred (900) square feet or less, and has two or less sections that are less than 12 feet wide and greater than 36 feet long, with a minimum 4 to 12 pitched roof, roof of metal or asphalt shingles, and vinyl, composite, fiber cement (also known as Hardie plank) or wood siding.
- “Patio Side” means the side containing the main entry door.
- “Person” means an individual, corporation, partnership, trustee or any other entity capable of holding title to real property.
- “Permanent foundation” means a reinforced concrete footing that requires a foundation permit and supports the perimeter of the structure of a Park Model or Park Model Home.
- “Planned Development” means the entire Property. Individual Parcels are designated for separate ownership and the remainder is designated for common ownership by the Parcel Owners.
- “Plat” means the plat or plats of subdivision of the Property, recorded in the official records of Chelan County, Washington as from time to time amended “Private Roads” and “Private Streets” are synonymous and mean any street, roadway, drive, sidewalk, walkway, path or other right-of-way within the Property which has not expressly been dedicated to the public use. If the Association elects to dedicate a Private Road to public use so that it becomes a public street and expenses must be incurred for the purpose of bringing such Private Road into conformance with specifications of governmental authorities, such expenses shall be considered costs of capital improvements.
- “Property” means the entire area of the Vista Del Lago Planned Development, including without limitation all the Parcels, the Common Elements, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.
- “Public Purchaser” means any Person who becomes an Owner of any Parcel within the Property.
- “Recreational Vehicle (RV)” means a manufactured motor home, fifth wheel or travel trailer, able to be licensed for highway travel, and complying with WAC 296-150R. RV shall not exceed forty-five (45) feet in length, nor exceeding sixteen (16) feet in width when slide-outs are fully deployed on a parcel, exclusive of eaves or overhangs.
- “RV Storage Lot” means the designated common storage areas that are licensed by the Association for the storage of boats, personal water craft, trailers, motorhomes, vehicles, and campers.

- “Rule Violation Policy” means the policy adopted by the Board for the review, adjudication and disposition of violations of Association Rules, as such policy may be amended from time to time.
- “Single Family” means a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.
- “Skirting” means perimeter exterior wall below the bottom of a RV, Park Model or Park Model Home. Skirting does not support a RV, Park Model or Park Model Home and is not a foundation. Skirting may be wood, metal, composite or concrete masonry units (CMU).
- “Survey” means the Survey Map and Plans of Vista Del Lago Binding Site Plan No. 23 recorded on December 17, 1996, under Auditor’s File No. 519331, Book 14 of Short Plats, Pages 58 and 59, in the office of the Auditor of Chelan County, Washington, and any amendments, replacements or substitutions.
- “Timeshare” or “Timesharing” as used herein is as defined in RCW 64.36.010.
- “Tenant” means any person occupying or using a Parcel or Improvements with the permission of an Owner, whether or not such use is in exchange for valuable consideration.
- “Non-permanent substructure” means a jack or stack concrete blocks directly supporting the steel chassis of Park Models or Park Model Homes that withstand vertical loads and steel diagonal straps that withstand lateral loading to seismic or wind forces.
- “Visible from Neighboring Parcel” means, with respect to any given object, that the object is or would be visible to a person having a height of six (6) feet, standing on any part of a neighboring Parcel or Common Area at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II – PROPERTY RIGHTS

1. Use of Common Elements. Every Owner and Owner’s guests have a right of enjoyment and use to the Common Elements, for the purposes for which the Common Elements are intended, which right shall be appurtenant to and shall pass with the title to the Owner’s Parcel. An Owner’s right and easement of enjoyment to the Common Elements shall not be conveyed, transferred, alienated or encumbered separate and apart from the Owner’s Parcel and such right and easement of enjoyment to the Common Elements shall be deemed to be conveyed, transferred, alienated or encumbered upon any conveyance or transfer of title, except as security, of any Owner’s Parcel, notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may not refer to the Common Elements as being transferred.

2. Fees. The Association may charge reasonable fees for the use of any Improvement(s) situated upon a Common Element.
3. Suspension of Voting Rights. The Association shall have the right to suspend the voting rights and right to use Common Elements by an Owner for any period during which any Assessment against his Parcel remains unpaid or, following notice and a reasonable opportunity for a hearing as provided in this Declaration and the Association's Violations Enforcement Policy, for any infraction of this Declaration or the Association Rules.
4. Right of Public Dedication. The Association shall have the right to dedicate, transfer or convey, all of any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication, transfer, or conveyance shall be effective unless an instrument, signed by Owners representing two-thirds (2/3rds) of the Parcels and agreeing to such dedication, transfer, or conveyance, has been recorded.
5. Delegation of Use. Any Owner or Occupant may delegate his right of enjoyment to the Common Element to the members of his family, his tenants, and guests. Such delegation is subject to rules adopted by the Board.
6. Division of Common Elements. The Common Elements shall remain undivided and no action for partition or division of any part hereof is permitted.
7. Non-Waiver of Assessment Liability. No Owner will be exempted from liability for Assessments with respect to the Common Elements by waiver of the right to use the Common Elements or by abandonment of his Parcel or otherwise.
8. Forfeiture of Common Element Rights. Any owner who leases the use of his Parcel to another shall forfeit his right to the use and enjoyment of the Common Elements during the term of the lease, unless the Owner owns another Parcel or Parcels which are not leased to another. The Owner's right to the use and enjoyment of the Common Elements shall be deemed transferred to the Tenant for the term of the lease.

ARTICLE III – DEVELOPMENT RIGHTS

1. Declaration and Survey Amendments. All of the Property, together with all Parcels and all Improvements, shall constitute a single Planned Development subject to all the provisions of the Declaration, as amended. In conjunction with any amendment to the Declaration, an updated or revised Survey or both, shall be filed, if such amendment changes the Survey. If the Survey previously filed affects or describes said subsequent phases but lacks required detail, certification or other matters required shall also be filed. The Association shall be the Owner of any new Parcels thereby created. Each new Parcel shall have an identifying number. The amendment must describe any Common Elements thereby created and reallocate the Allocated Interests among all Parcels. Development Rights may be reserved within any real property added to the Planned Development.

2. Common Elements. All Common Elements may be utilized by Owners and all Owners will share in the expenses of all Common Elements. The Association may alter and or reduce certain Common Elements within the Planned Development if necessary to comply with judicial or governmental requirements, orders or rulings.
3. Allocated Interests. The Allocated Interests for the Property are calculated with respect to the Parcels within the Property.
4. Easements and Rights for Phased Development, Alteration of Site, and Use of the Property.
 - A. The Association reserves non-exclusive easements over, under, across and through the Common Elements in the Planned Development. Said Easements shall be for ingress, egress, and utilities.
 - B. The Association, by majority vote of its Board, may make changes within the Planned Development as follows: (1) To comply with governmental or judicial orders or rulings; (2) to develop and utilize adjacent lands under the powers reserved to the Association; (3) to tie into water, sewer, storm sewer, electrical, gas, telephone or other utility lines of all varieties;
5. Order of Exercise of Development Rights. Any Development Right may be exercised with respect to different portions of the Property at different times.
 - A. No assurances are made as to final boundaries of such portions or as to the order in which those portions may be completed.
 - B. Even though a Development Right is exercised in respect to lands to which the right attaches, that right need not be exercised in all or in any other portion of the remainder of those lands.

ARTICLE IV – EASEMENTS

1. In General. Each Parcel shall have an easement in and through the Common Elements for all support elements and utilities, wiring, heat and service elements, and for reasonable access thereto. Additionally, an easement for installation of electrical and related facilities has been granted to Chelan County Public Utility District (to be used in common with other utilities) over the exterior ten (10) feet, parallel with and adjoining the Common Element roadway or street frontage(s), of all Parcels and tracts of the Planned Development. Further, unless shown otherwise on the recorded Survey of the Planned Development, there shall be reserved an easement for drainage and utilities over all Parcels along Parcel boundary lines, which are not adjoining Common Element roadway or street frontages, a total of five (5) feet in width centered on Parcel boundary lines. There has also been granted an easement for construction services over the Parcels and Common Elements of the Planned Development. 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.

2. Association Functions. There is hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association as provided in this Declaration, the Bylaws and/or the Association rules and regulations.
3. Reservation of Easements to Association. In addition to easements hereinabove, the Association also reserves a Development Right easement over, across and through the Common Elements and facilities of the Planned Development, including, without limitation, for purposes of ingress, egress, access, drainage, construction, utilities, and the right to tie in and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone and/or any other utility lines now or hereafter established for the Planned Development, for additions to the Planned Development, for future addition or improvements to the Common Elements and facilities of the Planned Development, and for the purpose of completing any unfinished Improvements.
4. Encroachments. Each Parcel and all Common Elements have an easement over all adjoining Parcels and Common Elements to accommodate encroachment, if any, due to engineering errors, errors in original construction, settlement or shifting of buildings, or any other similar cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting: provided, however, in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the knowing act or acts of said Owner. If buildings or facilities on a Parcel or Common Element are partially or totally destroyed and are subsequently repaired or rebuilt, the Owners agree that minor encroachments over adjoining Parcels and Common Elements shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Parcel.
5. Easement for Ingress, Egress, and Access. Each Parcel and Owner(s) thereof shall have a nonexclusive easement over, through and across the Common Elements and Common Element roadways of the Planned Development, as now constructed or hereafter built or relocated for ingress, egress, and access to the Common Elements and facilities and/or to the public street.

ARTICLE V – AMENDMENT OF DECLARATION

1. Amendments. Amendments to this Declaration shall be made in an instrument in writing entitled “Amendment to Planned Development Declaration of VISTA DEL LAGO RESORT, A PLANNED DEVELOPMENT” which shall set forth the entire proposed amendment and be given to all Owners. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except as otherwise specifically provided for in this

Declaration, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Amendments may be adopted at a meeting of Owners by sixty-seven (67%) percent affirmative vote of the Owners then present in person or by proxy (provided the quorum requirement is satisfied) or without a meeting of the Owners if sixty seven percent (67%) of the Owners consent in writing to such amendment. Except as otherwise provided herein, any amendment shall bear the signature of the President of the Association and shall state whether the amendment was properly adopted by the Board and by the Owners. Amendments once properly adopted shall be effective upon recording. No action to challenge the validity of an amendment adopted by the Association pursuant to this Section may be brought more than one year after the amendment is recorded.

2. Amendment by Board. The Board may from time to time without the consent or approval of the Owners file an amendment to this Declaration changing the name and address of the agent for service of process.

ARTICLE VI – ALTERATION, RELOCATION, SUBDIVISION AND COMBINING

1. Combining Parcels. After acquiring an adjoining Parcel or Parcels an Owner may petition the Board to combine the Parcels. The Board shall approve a Parcel Owner's request, which request shall include the plans and specifications for the proposed removal or alteration of any Improvements thereon within thirty (30) days, unless the proposed alteration does not comply with the Declaration or in the Board's sole discretion is detrimental to the Planned Development or two or more Owners. The failure of the Board to act upon a request within such period shall be deemed approval thereof.
2. Relocation of Boundaries. Subject to the provisions of this Declaration and other provisions of law, the boundaries between adjoining Parcels may only be relocated by amendment to the Declaration upon application to the Association by the Owners of those Parcels. Unless the Board determines within thirty (30) days, that the relocations are unreasonable or that they violate the Declaration, the Association shall (without the necessity for approval by other Owners) prepare and record an amendment to the Declaration that is executed by those Parcel Owners, identifies the Parcels involved, states the locations, contains words of Conveyance between them, and is recorded in the name of the grantor and the grantee. The Association shall obtain and record a Survey necessary to show the altered boundaries between adjoining Parcels and their dimensions and Identifying Numbers. All costs associated with a relocation shall be borne by the applicant Owners.
3. Limitation on Subdivision and Combining. No Parcel may be subdivided. Three (3) adjacent Parcels may be combined to create two (2) larger Parcels in which event the Allocated Interest represented by the partitioned Parcel shall be divided between the two (2) Owners for Assessments. There shall be only one vote for each of the resulting Parcels.

ARTICLE VII – PARCEL DEVELOPMENT AND USE

1. Parcel Use Overview

- A. The placement or installation of every RV, Park Model and Park Model Home is expressly contingent upon approval of the ACC.
- B. RV's shall be twenty-three feet (23') or longer, excluding the tongue and hitch on a trailer and only commercially manufactured RV's are allowed. Trucks with campers, tent trailers and tents are not allowed.
- C. Variance is not allowed from the five-foot (5') setback requirement from all property lines for all RV's, Park Models, Chelan Rooms or Park Model Homes.
- D. Pursuant to Section 9 of Article VII below, plans for all improvements shall be submitted to and approved by the ACC, constructed or installed in accord with approved plans, and finished within six (6) months of approval, except as such completion is rendered impossible or would result in significant hardship to the owner due to strikes, fires, national emergencies or natural calamities. If the improvements will not be completed in six months, the owner shall submit a revised worksheet to the ACC for reapproval. The revised worksheet shall include a revised completion date.
- E. The ACC may not approve any improvements or alterations, which are not in strict compliance with this Declaration, the Planned Development conditions imposed by Chelan County and regulatory requirements.
- F. Enclosed garages are prohibited.
- G. Residential houses requiring a building permit from Chelan County for on-site construction, including a permanent foundation are prohibited, except for Chelan Rooms when approved by the Chelan County Building Department.

2. Setbacks

- A. Front and rear setback requirements are five (5) feet and side setback requirements are five (5) feet. Setbacks are from Parcel property lines. Setbacks are measured from the outermost perimeter of the Park Model, Park Model Home or RV, including any protrusions such as alcoves, bay windows, slide-outs, and similar features. Except as allowed in Section 2.B. hereinbelow, Improvements shall comply with the minimum set-back requirements described herein.
- B. The exterior walls and exterior protrusions of storage buildings must be set back at least five (5) feet from the property line, unless otherwise accepted by Chelan County Planning Department.

- C. Exterior protrusions of Carports must be set back at least thirty (30) inches from property lines. Carports shall be freestanding and not attached to sheds, RVs, Park Models or Park Model Homes. Carports of which any portion is located within five (5) feet of any structure or property line shall be made and manufactured of a non-combustible material.
- D. Components and protrusions of decks must be set back at least five (5) feet from property lines and at least five (5) feet from all roadways. Decks shall be freestanding and not attached to RVs, Park Models or Park Model Homes.
- E. No portion or component of a stairway may encroach closer than 30 inches from a side property line. The materials comprising a stairway that is closer than 5 feet from a property line shall be non-combustible. Stairways shall be freestanding and not attached to RVs, Park Models or Park Model Homes.
- F. Sheds shall be set-back at least five (5) feet from the property line, unless otherwise accepted by the ACC and Chelan County. If accepted, the minimum set-back shall be three (3) feet.

3. RV Regulations

- A. RV may not be installed so that it is raised higher than its regular road height while traveling or parked on a level surface.
- B. Extra rooms, additions or attachments to RVs are not permitted. Raised porches or decks more than 24 inches are only allowed while the deck is adjacent to a parked RV. The height of the porch or deck shall not exceed the entry door thresholds.
- C. Awnings are not to exceed twelve feet (12') in width.
- D. The overhang on any fifth wheel RV shall be skirted, unless the RV is only parked on the parcel for six (6) or less months a year and no items are stored under the fifth wheel RV.
- E. Travel trailer RV's, temporarily or permanently installed are not required to be skirted, except storage under unskirted RV's and unskirted overhangs is prohibited.
- F. When skirting is required, Owner must submit a skirting plan to the ACC for approval prior to skirting a RV.
- G. Roofs or coverings over a RV is prohibited.

4. Park Model Regulations

- A. Park Models which have been previously used, installed or placed at another site, except for the retailer of the Park Models, are prohibited.

- B. In addition to the approval and inspection by the ACC, Park Models, modifications, and Chelan Rooms shall be installed according to Chelan County building codes and regulations in force and effect and shall be inspected and approved by Chelan County before beneficial occupancy.
 - C. Park Models may not be installed so that they are raised higher than their regular road height while traveling or parked on a level surface and no portion of a Park Model shall exceed sixteen (16) feet in height above the immediate surrounding ground surface. Basements are prohibited. Park Models may be Pit-set.
 - D. Park Models shall have a non-permanent substructure.
 - E. Awnings may not exceed twelve (12) feet in depth from the attachment point to a Park Model.
 - F. Raised decks, Chelan Rooms, sundecks, screened porches, and similar ancillary features shall comply with the following limitations:
 - 1. The roof of a Chelan Room or top of carport shall not be used as a sunroof or deck and shall not be higher than the roof peak of a Park Model. The combined square footage of the Park Model and the Chelan Room shall not exceed nine hundred (900) square feet.
 - 2. Chelan Room, screened porch, and sundecks must be constructed of materials consistent with the material and color of the Park Model.
 - 3. Chelan Rooms may not be connected to the Park Model and shall be supported on a non-permanent substructure.
 - 4. Only one (1) Chelan Room is allowed per Parcel with a Park Model.
 - G. Park Models shall be skirted within ninety (90) days after installation. Skirting material and color must be approved by the ACC prior to installation of skirting.
 - H. All additions to a Park Model must be removed at Owner's sole expense prior to the removal of the Park Model. If the Owner fails to remove said Improvements, the Board has the right to remove them and assess the costs thereof to Owner as a Special Assessment.
5. Park Model Home Regulations
- A. Park Model Homes which have been previously used, installed or placed at another site, except for the retailer of the Park Model Home, are prohibited.

- B. In addition to the approval and final inspection by the ACC, Park Model Homes shall also be installed according to Chelan County building codes and regulations in force and effect and receive final inspection by Chelan County before beneficial occupancy.
- C. Park Model Homes shall be Pit-Set and skirted within ninety (90) days of placement on a Parcel. The ACC shall approve skirting material and color prior to installation of skirting. The Owner of the Park Model Home shall minimize exposed skirting as much as is practicable and reasonable.
- D. Park Model Homes shall have a non-permanent substructure.
- E. Park Model Homes may not have room additions, e.g. Chelan Rooms.
- F. Requirements for setbacks, carports, and decks are the same as for Park Model.
- G. No portion of a Park Model Homes shall exceed sixteen (16) feet above the immediate surrounding ground surface. Basements are prohibited.
- H. Each section of a Park Model home shall be less than twelve (12) feet wide. Triple section Park Model Homes are prohibited.

6. Fence and Wall Regulations

- A. The ACC shall approve fence and wall design, material and color. Stone, brick, wood, vinyl, or wrought iron fences and walls shall not exceed thirty-six (36) inches in height. Fences shall be finished and/or painted on both sides and the Owner thereof shall maintain both sides. Walls placed on the property as retaining walls may exceed the 36-inch height limitation when approved by ACC and Chelan County. Retaining walls shall comply with Chelan County building codes and regulations.
- B. Fences shall be placed completely within the Owner's property, unless an easement is obtained from the adjoining Owner(s) in writing, provided that the proposed easement agreement must be first approved by the ACC. Private fences may not extend in to the Common Elements.
- C. Chain link, wire or netting fences are prohibited, except
 - (1) chain link fence used for the perimeter fence of Vista Del Lago; and
 - (2) chain link fence used on Common Elements.

7. Sheds and Storage Boxes

- A. One shed with a footprint of one hundred fifty (150) square feet or less may be placed on each parcel. Maximum external height of the shed shall be ten (10) feet and six (6) inches.

- B. One plastic or composite storage box not exceeding forty (40) cubic feet may be placed on each parcel. The storage box shall be placed at least five (5) from the property line and shall not be placed in front of the Park Model, Park Model Home or RV side facing the roadway.
- C. Sheds on parcels with Park Model or Park Model Home shall have an exterior material, exterior paint color, roofing material and roof pitch that is similar to the Park Model or Park Model Home.
- D. Sheds on parcels with a RV shall have wood framing with wood or fiber cement exterior siding. The exterior paint color shall be like the RV. The roofing shall be asphalt shingles, or metal.
- E. Sheds shall be set-back at least five (5) feet from the property line, unless otherwise accepted by the ACC and Chelan County. If accepted, the minimum set-back shall be three (3) feet.

8. Parking Regulations

- A. Each Parcel shall have a minimum of one nine (9) foot wide by twenty (20) foot long vehicle parking space. No portion of a vehicle shall protrude beyond the property line or into a Common Element.
- B. Vehicle parking spaces shall be covered with compacted crushed rock, pavers (stone, concrete or brick) or paved with concrete.
- C. Street parking shall not be permitted, except visitors may park on a temporary basis for not more than four (4) hours.

9. Architectural Control Committee (ACC)

- A. The ACC shall consist of at least three (3) and no more than five (5) members. One of the Committee members shall be a Board member. A quorum for meetings shall be two (2) ACC members.
- B. Prior to placement or construction of Improvements on a Parcel, the Owner shall obtain approval from the ACC of a worksheet submittal which clearly and concisely indicates the Improvement work.
- C. The design review process to be performed by the ACC will include, but not be limited, to the following:
 - (1) ACC will adopt a written process for placing or constructing Improvements. The ACC process will indicate worksheet submittal requirements for Parcel Improvements. Upon receipt of a completed request for review form and supporting documentation, including but not limited to a site plan and detail drawings or

sketches, applicable catalog cuts, and specifications, the Committee shall meet and review the Owner's submittal and will either approve the submittal or reject it with comment.

- (2) Worksheets will be reviewed during ACC meetings. Decisions on a worksheet shall be by majority vote of those present. The ACC's decision will be either mailed (by US Postal Service), emailed or hand-delivered to the Owner. If proposed Improvements do not comply with this Declaration or may not comply with regulatory requirements, the ACC will reject the submittal with comment. The Owner may reply by submitting a revised worksheet or withdrawing the worksheet in its entirety. Work on the Improvement is strictly prohibited until the worksheet is approved by the ACC.
 - (3) A final inspection by the ACC shall be performed at the Parcel when requested by the Owner. ACC inspection approval shall be determined during a ACC meeting after reviewing the completed work. The decision on whether the ACC shall accept the Improvement work shall be made by a majority vote of those present, provided that the quorum requirement is met. The ACC shall provide the Owner with a stamped copy of the worksheet that indicates approval by the ACC.
- C. If a permit or other government approval is required, the Owner shall obtain the permit or approval and submit a copy of such approval to the ACC prior to beginning any work.
 - D. Improvements indicated on the submittal shall be completed as indicated on the worksheet as approved by the ACC. Upon completion of the work on the improvement, the Owner shall request an inspection by the ACC. If the ACC determines the work complies with the approved worksheet for the work, the ACC will provide their written approval. Neither Owner, Tenants, nor Guests may occupy or otherwise use the improvement until the ACC and Chelan County (when applicable) has accepted the work. If the ACC does not accept the improvement work, then the ACC may recommend remedial action with a deadline for compliance. Failing such compliance, the matter shall be forwarded to the Board for further action in accordance with this Declaration.
 - E. Improvements of Parcels approved by the Developer, previous Boards, or previous ACCs shall be accepted even if not compliant with these regulations. When noncompliant Improvements are moved or changed, any prior approval is automatically void and thereafter, the Improvement shall be brought into compliance with these regulations prior to use or possession.
 - F. Contractors who are compensated for the improvement work indicated on Owner's submittals shall not provide decisions on the acceptability of the submittal or inspect the work as a member of the ACC.

10. Vegetation

- A. Trees and shrubs planted on the Parcels shall be varieties that are indicated on an approved list adopted by the Board.
- B. No fruit or nut bearing trees are allowed on the Parcels.
- C. Vegetation used as a fence shall be planted twelve inches (12") inside parcel property line unless an approval is obtained from the adjoining Owner(s) in writing, provided that the proposed written approval is first approved by the ACC. The top and sides of vegetation used as a fence shall be uniformly trimmed.
- D. The maximum height of vegetation on Parcels shall be five (5) feet as measured from ground level, unless otherwise approved by the ACC and the height does not become a nuisance.
- E. Vegetation shall be trimmed so there is no intrusion into the Common Elements, unless otherwise approved by the ACC. Vegetation shall be trimmed so there is no intrusion into adjoining parcels, unless otherwise accepted by Owner of the adjoining Parcel.

11. Property Prohibitions

- A. No dilapidated, damaged, garish, or unsightly, RV's, Park Models, Park Model Homes, or other Improvements or conditions, are allowed in Vista Del Lago, to include the RV Storage Lots. The Board shall be the sole judge of what is considered dilapidated, damaged, garish, or unsightly, in its sole discretion.
- B. Each Owner is responsible for maintenance and repair of utilities on the Owner's Parcel. This includes without limitation, electrical meter pedestal, hose bibs, and sewer drops. Utility service lines or wires shall be contained in conduits or cables installed and maintained underground or concealed from view.
- C. Tables, chairs, benches, potted plants, barbecue equipment, and portable hot tubs may be placed on patios or decks, but other personal property shall not be stored outside, or left outside and visible from Common Elements or other Parcels.
- D. No satellite dish or TV antenna larger than thirty-two inches (32") in diameter shall be located on a Parcel.
- E. Only one (1) RV, one (1) Park Model, or one (1) Park Model Home may be located on a Parcel at any time, except that one additional RV may be parked on a Parcel for a maximum of two (2) days for loading or unloading. This two (2) day period shall not occur more than twice in a year. During this allowed period, no portion of RV shall protrude in to the roadway. No drainage is allowed to occur from the RV on to Common Elements or adjoining Parcels.

- F. No nuisance shall be allowed, nor any use or practice which may be a source of unreasonable annoyance to other residents, or which interferes with the peaceful possession and use of the Property by other residents.
- G. Watercraft, motorized vehicles that not licensed for public roadways, or trailers shall not be stored on any Parcel, except watercraft and motorized vehicles may be stored under carports from October 1st through May 1st, unless otherwise indicated by the Board.
- H. Watercraft, motorized vehicles, RVs, and trailers may be stored in a licensed space at one of the RV Storage lots. A limited number of storage spaces are annually licensed by the Association to Parcel Owners. All items placed in the RV Storage Lots are at the Owner's own risk and are subject to rules established by the Board.
- I. Motorized vehicles that are licensed for use on public roadways may be parked within the parking area of a Parcel, except only one (1) RV capable of housing people, Park Model Home or Park Model may be placed on a Parcel at any one time, see Section 11 Subsection E "Only one (1) RV ..." for an additional exception.
- J. The Association will have the right to take immediate emergency action to correct any potentially dangerous condition on a Parcel, whether such condition is due to actions of the Owner without prior notification to the Owner. The Board will notify owner about the action taken. All costs and legal fees may be assessed to the Owner.
- K. Timesharing of a Parcel or Improvements shall be prohibited. Joint ownership of a Parcel shall not be deemed a timeshare.
- L. Parcels and improvements shall be maintained in a clean, safe and sanitary condition free of rubbish, refuse, debris, or garbage. Damaged or inoperable vehicles are prohibited. No Owner or Occupant shall allow any portion of a RV, Park Model, or Park Model Home to become unsightly, fall into disrepair, become dangerous or otherwise create a displeasing appearance.
- M. Parcels shall only be used for single-family uses. No business or commercial enterprise shall be conducted or allowed to be conducted from a Parcel except if such activity is:
 - (1) Compliant with all other governmental regulations; and
 - (2) Approved annually in advance by the Board in writing. The Board may rescind its approval when the business activities become a nuisance (as determined in the Board's sole discretion).
- N. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Parcel or Common Element, except heating and ventilating systems and when such machinery or equipment is common and customary with the use, repair

or construction of residential Improvements or unless otherwise approved by the Board. Machinery or equipment used for construction or repair of residential Improvements shall be removed upon completion of Improvements indicated on an active ACC worksheet or repair work.

- O. No sign shall be posted on a Parcel which is visible from neighboring Parcels or Common Elements, except when such sign has been approved in writing by the ACC, or if the sign is a single "For Sale" sign that does not exceed six square feet in size.
- P. No nuisance shall be permitted to exist or operate upon the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devises, except security devices used exclusively for security purposes, shall be located, used or placed on the Property, unless otherwise approved by the Board. The Board in its sole discretion shall have the right to determine the existence of any such nuisance. No motorcycles or motor driven vehicles (except lawn maintenance equipment) shall be operated on any walkways or sidewalks within the Property.
- Q. Neither the Association nor any Owner shall permit anything or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases, noxious insects, or noxious weeds.
- R. Use and storage of propane tanks shall follow applicable rules of the Board and regulations. Propane tanks must be placed and screened or enclosed on Parcels so that the tanks are not visible from Common Areas or other Parcels. Prior to placement on a Parcel, a worksheet must be submitted to the ACC showing the placement and orientation of propane tanks, and the ACC must approve such application.

ARTICLE VIII – MISCELLANEOUS

- 1. Service of Process. Service of process is to be made upon the President, Vista Del Lago Board of Directors, 1000 SR 150, Manson, WA 98831 or the registered agent. The Board may at any time designate a new or different person or agency for such purposes.
- 2. Warranties and Guarantees. All warranties and/or guarantees from suppliers, vendors and subcontractors are assigned to the Association as to Common Elements and to the Owners as to Parcels.
- 3. Notices for all Purposes
 - A. Delivery of Notice. Any Notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail or email to an email address which has been provided to the Secretary of the Association (or as otherwise provided in the Bylaws), along with a written consent by the Owner to receive notice by email transmission. If delivery is made by mail, any such notice shall be deemed to have been delivered forty-eight (48) hours after a copy

has been deposited in the United States mail, postage prepaid for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board or to the most recent address known to the Board.

- B. Notice to Owners. Notice to the Owner(s) of a Parcel shall be sufficient when mailed to the Association, if no other mailing address has been given to the Board by any of the persons entitled to any notice. The Owner(s)'s mailing address may be changed from time to time by giving notice in writing to the Board. If the Owner(s) have consented in writing to receive notices by email, the notice will be sent to the email address. Notice to be given to the Board shall be given to the President or Secretary of the Board. An Owner may cancel the request to receive notices by email by giving written notice to the Board to that effect. If the Association is unable to electronically transmit two consecutive notices by email given in accordance with the consent, then consent to receive notices by email shall be deemed revoked.
- C. Mortgagee Notice. Upon written request and for a period of three (3) years, unless otherwise set by the Board, after such a request, mortgagee, deed of trust beneficiary, or secured party of a Parcel shall be entitled to receive copies of Notices respecting the Parcel covered by a security instrument until the request is withdrawn or the security interest discharged. Such written request may be renewed an unlimited number of times.
4. Effective Date. This Declaration (as amended) shall take effect upon recording.
5. Severability. The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of other provisions hereof.
6. Other Liens Affecting the Planned Development. A judgment for money against the Association is a lien in favor of the judgment lienholder only against property of the Association. No property of an Owner is subject to the claims of creditors of the Association.
7. Utility Service. No lines, wires, or other devices for the communication, reception or transmission of electric current, power, or signals, including telephone, television and radio signals, shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved in writing by the Board. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved in writing by the Board. No piping, conduits or other fluid transmission devices, including natural gas and water pipelines, shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the above conditions in this paragraph are satisfied.

8. Maintenance of Lawns and Plantings. The Association shall maintain the lawns and plantings on the Common Elements and, for this purpose, the Association shall have the right, at any time, to plant, replace, maintain and cultivate landscaping, shrubs, trees, grass, and plantings on any Common Element. No Owner shall remove, alter, injure or interfere in any way with any landscaping, shrubs, trees, grass or plantings placed upon any Common Element by the Association without the written consent of the Association having first been obtained. The Association and its authorized agents shall have the right to enter upon any Parcel at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such landscaping, shrubs, trees, grass or plantings in the Common Elements and shall not be liable for trespass for so doing.
9. Trash Containers and Collection. The Association shall provide trash containers at certain locations on the Property. No garbage or trash shall be placed or kept on any portion of the Property except in covered containers of a type, size and style approved in writing by the Board or authorized by the Association Rules. Such containers belonging to Owner(s) or Occupant(s) shall be located only behind RVs, Park Models, Park Model Homes, so that the containers are not visible from a street whether private or public or other Owner's property. Owner(s) shall be responsible for removal of rubbish, trash, or garbage from the Owner's Parcel and such materials shall not be allowed to accumulate thereon. No incinerators shall be operated, kept or maintained on any portion of the Property.
10. Right of Way. During reasonable hours, member of the Board shall have the right to enter upon and inspect Parcels and exterior surfaces of Improvements for the purpose of ascertaining whether the Owners(s) or Occupants are compliant with this Declaration. No Board member acting within this right shall be deemed guilty of trespassing.
11. Utility Easements. There is hereby created a blanket easement upon, across, over and under all Parcels for installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, telephones, electricity, television cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on any portion of the Property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of said Parcel.
12. Animals.
 - A. No animals, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Parcel and then only if they are kept solely as domestic pets and not for any commercial purpose. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. No unsightly and/or permanent structure for the care, housing or confinement of any animal shall be maintained anywhere on a Parcel, except so as not to be Visible from a Neighboring Parcel or from a road. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether the number of animals on any Parcel is reasonable, and/or an animal is a nuisance. Any decision

rendered by the Board shall be enforceable as other restrictions contained herein.

- B. In no instance shall a pet be leashed, restrained or otherwise confined to a portion of a Parcel in such a way as to allow the Pet, because of the leash length or the manner of restraint or confinement, to travel off the Parcel, except Pets shall be on a leash controlled by a responsible Adult whenever taken off the Owner's or Tenant's Parcel. The pet owner must clean up after his or her pet. The pet owner must carry appropriate equipment for clean-up. No pet is to be left unattended outside when the Owner is away. Pets declared a nuisance by the Board (in its sole discretion) shall not be allowed to stay at Vista Del Lago.
- C. The Board reserves the right to adopt additional policies governing the ownership of pets in the Planned Development.

13. Governmental Requirements. The Board shall ensure that the following provisions, required by interested governmental entities, will be enforced:

- A. Water Retention Basins. Water retention basins shall be maintained and kept free of debris.
- B. Roadways. Roadways will be maintained consistent with applicable standards by the Association.
- C. Roadway Device Maintenance. Traffic control devices shall be installed and maintained in a safe and proper condition consistent with applicable standards and regulatory requirements.

14. Leases

- A. General Provisions. Only an entire Parcel may be leased under a single agreement. At least one lessee shall be 55 or older. Lessee(s) shall comply with this Declaration and the Association's Bylaws and Rules, including but not limited to the restrictions on Minors. A Parcel may only be leased for residential purposes, and must be leased to the same person(s) for a continuous period of not less than forty-five (45) days, unless leased by the Association. Leases shall be subject to all applicable Chelan County requirements.
- B. Approval by Board. No Parcel may be occupied under a Lease without prior written notice to the Board and approval given in writing by the Board. Notices to the Board shall include, but not limited to a description of living quarters, and names and ages of the tenants. The notice to the Board shall include a copy of the proposed lease agreement between the Owner and the lessee(s).
- C. Lease Provisions. All lease agreements shall contain a provision in which the tenant agrees to submit to the terms and conditions of this Declaration, the Articles, the

Bylaws and the rules and regulations adopted by the Board as though such tenant were an Owner. Each Owner shall ensure tenants comply with this Declaration, the Articles, the Bylaws and the rules and regulations adopted by the Board, and the Owner shall be responsible and liable for all violations and losses caused by the Owner's tenants and guests, notwithstanding the fact that the tenants of the Parcel shall also be fully liable for the violations.

- D. Right of Association Against Tenants. If a tenant violates a provision of the Declaration, the Articles, the Bylaws or rules and regulations adopted by the Board, the Association shall have the power to bring an action or suit against the tenant and/or the Owner to recover sums due for damages or for injunctive relief, or for any other remedy available at law or equity. The Association's costs in so doing, including, but not limited to, reasonable attorney's fees and legal costs, together with interest shall be reimbursed by the tenant or the Owner to the Association and shall constitute a lien on the applicable Parcel.
- E. Right to Restrict Use of Recreational Facilities. The Board shall also have the power to suspend the right of a tenant to use the Common Elements for any violation of any obligation and/or responsibility imposed under this Declaration, the Articles, the Bylaws or the rules and regulations adopted by the Board. No suspension of the right of a tenant to use the recreational facilities of the Common Elements may be for a period longer than sixty (60) days, except that the foregoing limitation shall not affect or prevent termination of the applicable lease when permitted by the terms of the lease or otherwise by applicable regulatory requirements.
- F. Rules and Regulations. Each Owner is responsible to explain to tenants the Association's rules and regulations and to provide a written copy of these rules and regulations, as well as a copy of the Declaration, as amended. The Owner shall obtain a written receipt from each tenant as to the tenant's receipt of such materials and shall provide a copy of this receipt to the Board. If such rules and regulations are violated, the Owner shall immediately remedy the violation. If the Owner fails to remedy the violation, the Board may remedy the violation and if costs are incurred (including but not limited to attorney's fees and legal costs), the Owner shall be assessed these costs.
- G. Common Elements. During the period of any lease, the Owner shall discontinue use of the Common Elements, unless the Owner owns another Parcel(s) which is not leased.

15. Enforcement.

- A. Sanctions for Noncompliance. In addition to any other enforcement rights described in the other Governing Documents or authorized by law, and subject to any restrictions on the Association's enforcement rights, including any due process requirements imposed by the Governing Documents or applicable law, the Association may take any

of the following actions against any person or entity whose act or failure to act violates or threatens to violate any provision of the Governing Documents:

- (1) impose Special Assessments for violations, or for the repairing or remedying of any violation, which may include monetary penalties, legal costs, late charges and interest (as well as attorneys' fees and legal costs incurred by the Association),
- (2) suspend or revoke membership or voting rights in the Association;
- (3) commence any action, at law or in equity, for damages, declaratory relief, injunctive relief and/or other relief;
- (4) enforce payment of Assessments by imposing assessment liens and take all other actions allowed under the Governing Documents; and/or
- (5) enforce compliance with the Governing Documents in any manner permitted under this Restated Declaration or other applicable laws, including foreclosure and sale of the Parcel.

B. Commencement of Legal Action. The Association shall determine, in its discretion, whether to impose one or more of the sanctions described in Article VIII, Paragraph 15.A. above. Any legal action that the Association is entitled to take may be brought in the name of the Association on its own behalf and on behalf of any consenting Owner. The Association may, in its discretion, take more than one of the foregoing enforcement actions against any actual or threatened violation, and it may resolve or settle any dispute, including any legal action, under terms and conditions that it deems appropriate.

C. Limitations on Abridgment of Owners' Rights. The Association may not cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of his or her Parcel, except: (i) by judgment of a court; or (ii) by a decision arising out of arbitration.

D. Due Process Requirements. Before any of the sanctions described in Article VIII, Paragraph 15.A. above is imposed against any Owner, the Board must act in good faith and must satisfy each of the following requirements:

- (1) The Owner must be given fifteen (15) days' prior notice of the discipline or potential action to be imposed and the reasons for imposition of the discipline (except that prior notice will not be required in the event of a repeated violation of the same or a similar provision in the Governing Documents, or if notice has been given pursuant to the Rule Violation Policy, or if the Association deems a condition immediately dangerous to persons or property in its sole discretion).
- (2) The Owner must be given an opportunity to be heard by the Board, orally or in writing, no less than five (5) days before the effective date of imposition of the discipline (unless a prior right to hearing has been granted with respect to a

repeated violation of the same or a similar provision in the Governing Documents, or if an opportunity to be heard by the Board has been previously offered or acted upon under the Rule Violation Policy, or if the Association deems a condition immediately dangerous to persons or property in its sole discretion).

- E. Any and all powers granted to the Association or Board and acts allowed to be performed by either, may be exercised by persons designated to act on behalf of the Association or Board.
- F. Board members, ACC members, and all persons designated to act on their behalf shall have the right of entry onto any Parcel (but not interior portions) to inspect for violations of this Declaration and the Planned Development conditions imposed by Chelan County.
- G. Costs incurred by the Association in enforcement of this Declaration or incurred in remedying any violation or the payment of any fines (single or per diem), including but not limited to attorneys' fees and other costs for services, shall be assessed against the Owner, treated as any other assessment, and collected using authority, powers, and measures allowed or contained in the Declaration.

ARTICLE IX – PERMITTED USES AND RESTRICTIONS, COMMON ELEMENTS.

- 1. General. The Common Elements shall be used for the benefit of the Owners or Occupants, for the furnishing of services and facilities for which the same are reasonable intended and for the enjoyment to be derived from such reasonable and proper use, without hindering the exercise of or encroaching upon the right of any other Owner or Occupant to utilize the Common Elements. No activity shall be carried on or condition maintained by any person upon the Common Elements that spoils the appearance of the Property or hinders or encroaches upon the right of any Owner or Occupant to utilize the Common Elements as reasonably intended.
- 2. Permitted Uses. The permitted uses and restrictions for Common Elements shall be as follows:
 - A. Parking in designated parking spaces and parking areas,
 - B. Access for vehicles and pedestrians between public streets and any parking areas situated on the Property and any Owner's Parcel;
 - C. Access for emergency vehicles to any portion of a Common Element or to any Owner's Parcel;
 - D. Access for pedestrians authorized to be on the Property, on any sidewalks, or walkways;

- E. Access for persons engaged in maintaining any portion of the Common Elements or any Owner's Parcel.
 - F. Other uses as may be adopted from time to time by the Board and set forth in the Association Rules that are consistent with this Declaration.
3. Entrance. Subject to the easements the Association shall from time to time determine who may have access through the entrance to the Property. The Association may make reasonable rules relating to the right of entry through the entrance but may not unreasonably hinder the entry of Owners, their tenants and guests or prospective purchasers of Parcels invited by an Owner. Any entrance may be manned or unmanned, as the Board may from time to time elect, and may be abandoned or its hours of manned operation reduced to less than 24 hours per day, at the discretion of the Board.
4. Restricted Uses. The Common Elements shall not be used for:
- A. Storage of supplies, materials or personal property of any kind;
 - B. Activities that violate any rules, regulations or requirements of any governmental authorities;
 - C. Any unlawful activity
 - D. Any activity that violates such other restrictions as may be adopted by the Board and set forth in the Association Rules.
5. Smoking. Smoking is not permitted in Common Element buildings and only in designated areas outside Common Element buildings as adopted by the Board.
6. Speeding. The speed limit within Vista Del Lago is ten (10) miles per hour.
7. Maintenance by Association: The Association may at any time, as to the Common Elements under its control, in the discretion of the Board and without any approval of the Owners being required,
- A. Reconstruct, repair, replace or refinish any Improvement or portion thereof in accordance with:
 - (1) the last plans thereof approved by the Board,
 - (2) the original plans for the Improvement, or
 - (3) if neither of the foregoing is applicable and if such Improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such Improvement;

- B. Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion used as a road, street, walk, and parking area;
 - C. Replace injured and diseased trees or other vegetation and plant trees, shrubs and ground cover;
 - D. Place and maintain such signs, markers and lights as the Board may deem appropriate;
 - E. Remove all papers, debris, filth and refuse;
 - F. Wash, sweep and remove snow;
 - G. Clean and re-lamp lighting fixtures;
 - H. Repaint striping, markers, directional signs, and other related devices;
 - I. Pay all real estate taxes and assessments on the Common Elements;
 - J. Pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Elements;
 - K. Pay for and keep in force, at the Association's expense, public liability insurance with companies, acceptable to the Association in amount and with limits of liability required by this Declaration or as desired by the Board.
 - L. Do all such other and further acts as the Board deems necessary or appropriate to preserve and protect the Common Elements and the beauty and usefulness thereof, in accordance with the general purposes specified in this Declaration. The Association, acting through the Board, shall be the sole judge as to the appropriate maintenance of all grounds within the Common Elements. Nothing herein shall be construed so as to preclude the Association from delegating its powers set forth above to a manager or agent or to other persons or company.
5. Damage or Destruction of Common Elements. In the event, any Common Element is damaged or destroyed by an Owner, Tenant, guest, agent thereof, or any other person located on the Property with the Owner's consent such Owner hereby authorizes the Association to repair said damaged area. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The expense of such repairs shall be assessed to the Owner as a Special Assessment.

ARTICLE X – THE ASSOCIATION

1. General. The Association shall be a Washington non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the applicable Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason be amended or otherwise changed or interpreted to be inconsistent with this Declaration.
2. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the directors may elect or appoint in accordance with the applicable Articles and the Bylaws, as may be amended from time to time.
3. Powers and Duties of the Association. The Association shall have such rights, duties and powers as set forth in this Declaration and the applicable Articles and Bylaws, as may be amended from time to time, including, but not limited to, the following:
 - A. Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations. The Association Rules may restrict and govern the use of any portion of the Property provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner when such rules are changed and may be recorded. The Association Rules, whether or not recorded, shall have the same force and effect as if they were set forth in and were a part of the Declaration and shall be enforceable to the same extent and in the same manner as the provisions of the Declaration.
 - B. Personal Liability. No member of the Board or any committee of the Association, or any officer or director of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employee of the Association, or any committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE XI – MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Parcel shall be a Member of the Association. Where this Declaration employs the use of the term “Member” in a provision, such provision is equally applicable to the Owner constituting the Member.
2. Multiple Owners of a Parcel. When more than one Person constitutes the Owner of a Parcel all such Persons shall be collectively deemed one Owner and thus one Member. The vote for such Parcel may be exercised as the Persons who constitute the Owner among themselves determine, but in no event, shall more than one ballot be cast with respect to any Parcel. Any vote by a Parcel having multiple Persons as the Owner must be

sufficiently supported by proof acceptable to the Board that such vote does in fact represent the collective will of the Persons who are the Owner. Fractional votes shall not be allowed. If Persons who constitute the Owner of a Parcel are unable to agree among themselves as to how their vote shall be cast, the vote will not be counted on the matter in question. In the event, more than one (1) ballot is cast for a particular Parcel, none of the votes shall be counted and the votes shall be deemed void. Persons who constitute an Owner of a Parcel shall inform the Association of the address to be used as the Owner's address. Such an address shall be the exclusive Owner address, regardless of how many persons, constitute the Owner.

3. Other Rights of Owners. Each Owner shall have such other rights, duties, and obligations as set forth in the Articles and Bylaws, as may be amended from time to time.
4. Transfer of Membership. The Association membership of each Owner shall be appurtenant to and may not be separated from ownership of the Parcel. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to the Owner's Parcel and then only to the transferee of ownership to such Parcel, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record, exercise of a power of sale under the provisions of a deed of trust, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Washington. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Parcel shall operate to transfer the Owner's membership to the new Owner of the Parcel.

ARTICLE XII – COVENANTS FOR ASSESSMENT

1. Calculation of Assessments. Assessments shall be based on Owners' Allocated Interests.
2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Parcel, is deemed hereby to covenant and agree to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, (3) Reconstruction Assessments, and (4) Capital Improvement Assessments. Such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person or Persons who constituted the Owner of such Parcel at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to the successor in title of the Owner unless expressly assessed by the successor. No Parcel shall be sold, transferred or conveyed by any Owner without all Assessments having been paid in full, whether or not a lien has been filed or reported.
3. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the Owners and for the Improvement and maintenance of the Common Elements. Without limiting the generality of the foregoing, such purposes shall include the payment of the following:

- A. Water, sewer, garbage, electrical, lighting, telephone and other necessary utility service for the Common Elements;
 - B. Maintenance and repair of storm drains and roads;
 - C. Such insurance protection as required or allowed by this Declaration and obtained by the Association;
 - D. Painting, maintenance, repair, and replacement of the Improvements on Common Elements;
 - E. Reserves for repair and replacement of Improvements on the Common Elements,
 - F. Reimbursement for reasonable expenses incurred by members of the Board and officers in the discharge of their duties;
 - G. Real estate and personal property taxes assessed against all Common Elements; and
 - H. Such other and further items of expense relating to any services or facilities as may be necessary or which the Board may deem advisable or expedient in order to carry out the intent, purposes and objectives of the Association as set forth in this Declaration.
4. Regular Assessment. The amount of the Regular Assessment for each Parcel shall, for each fiscal year of the Association, be determined by the Board at least thirty (30) days in advance of the beginning of the fiscal year. The Regular Assessment shall be determined by the Board after giving due consideration to current maintenance and repair costs of the Common Elements, insurance premiums for insurance on the Common Elements, operating costs of the Association and the need for contingency and maintenance reserves. Written notice of the Regular Assessment for each Parcel shall be sent to every Owner at least thirty (30) days in advance of the commencement of each fiscal year. If the Regular Assessment for any fiscal year is not made by the Board at least thirty (30) days in advance of the commencement of the fiscal year, then the Regular Assessment for the immediately preceding fiscal year shall be deemed automatically assessed against each Parcel and such Assessment shall remain in effect until the Board determines the Regular Assessment for the new fiscal year and gives thirty (30) days written notice of the new Regular Assessment to each Owner.

If the Association determines that the total Regular Assessments for the current year are, or will become, inadequate to meet all expenses for whatever reason, including Common Expenses in excess of the estimated Common Expenses used in preparation of the Association's budget for that year, the President shall then immediately determine the approximate amount of such inadequacy and, with the consent of the Board, issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessments to be paid by each Owner for the balance of the Year, and the date or dates when due. If the estimated total Regular Assessments for the current year proves to be excessive considering actual expenses, the Association may, at the discretion of the

Board, retain such excess as additional working capital or reserves, reduce the amount of the Regular Assessments for the succeeding year, or abate collection of Regular Assessments for such period as it deems appropriate. No reduction or abatement of Regular Assessments because of any such anticipated surplus may diminish the quantity or quality of services upon which the expenses for the year in question are based.

5. Special Assessments. Special Assessments are any charge levied by the Association against a particular Owner and that Owner's Parcel imposed as a result of noncompliance with Governing Documents, by such Owner, family member, guest, agent, invitee or other visitor, occupant or residence of such Owner's Parcel or for damage to any Common Element, including without limitation costs, attorney's fees, fines or other monetary penalties, late charges and interest, to reimburse or pay the Association for:
 - A. Costs incurred in bringing an Owner and his Parcel into compliance with the provisions of the Governing Documents;
 - B. Any other charge designated as a special Assessment in the Governing Documents;
 - C. Fines or costs levied or fixed by the Board, and;
 - D. Attorneys' fees, interest and other costs or charges provided to be paid as, or which are incurred in connection with, an Assessment in accordance with the Governing Documents, including, without limiting the generality of the foregoing, attorneys' fees and costs on appeal, if any.

In the event the Association undertakes to provide materials or services which benefit individual Owners of Parcels and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services agree that the costs thereof shall be a Special Assessment.

6. Capital Improvements Assessments. In addition to the Regular Assessments, the Association may levy in any calendar year a Capital Improvement Assessment applicable to that year only, for defraying, in whole or in part, any action or undertaking on behalf of the Association in connection with, or the cost of, any construction, replacement, or repair of a capital Improvement upon the Common Elements, including the necessary fixtures and personal property related thereto. Without the vote of a Majority of Owners, the Association shall not impose a Capital Improvement Assessment in an amount which in any one year exceeds five percent (5%) of the estimated annual expenses. Any reserves collected by the Association for the future maintenance and repair of the Common Elements, or any portion thereof, shall not be included in determining the foregoing limitation on any annual Capital Improvement Assessment. All amounts collected as Capital Improvement Assessments may only be used for capital Improvement and shall be deposited by the Association in a separate bank account to be held for such purposes. Said funds shall not be commingled with any other funds of the Association.

7. Notice and Quorum for any Action Authorized Under Article XII Paragraph 6. Written notice of any meeting called for taking any action authorized under Article XII, Paragraph 6 shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
8. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Parcels of the same class and may be collected on a monthly, quarterly or annual basis, as determined by the Board. The Board shall set the date(s) on which payments are due. There shall be a ten percent (10%) penalty for late payments.
9. Date of Commencement of Regular Assessments; Due Dates. The Regular Assessment applicable to a Parcel shall commence upon the happening of any of the following events, whichever occurs earlier: (a) The closing of the sale to the Public Purchaser; (b) the date on which the Association notifies the Owner of the Parcel that the amenities located upon the Common Elements are substantially completed and available for use. The first Regular Assessment shall be adjusted according to the number of months remaining in the fiscal year as of the date of commencement of the Assessment. The Board shall have the power to require that the Regular Assessment be paid in one lump sum or in installments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Parcel have been paid. In addition to the late payment penalty, any Assessments not paid when due shall bear interest at the rate of eighteen percent (18%) per annum.
10. Effects of Nonpayment of Assessments. Remedies of the Association. Each Owner of a Parcel shall be deemed to covenant and agree to pay to the Association the Assessments provided for herein, and agrees to the enforcement of the Assessments in the manner herein specified. If more than one Person constitutes an Owner of a Parcel, each Person shall be jointly and severally liable for Assessments. In the event of a default in payment of any Assessment, or any installment of an Assessment, it shall be deemed delinquent and in addition to any other remedies herein or by law provided the Association may accelerate the entire unpaid balance of any such Assessment and may enforce each such obligation in any manner provided by law or in equity, or either or both of the following procedures:
 - A. Enforcement by Suit. The Board may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce each Assessment obligation without waiving any lien rights it may have against the Owner's Parcel.
 - B. Enforcement by Lien. There is hereby created a lien, with power of sale, on each Parcel to secure payment to the Association of any and all Assessments, together with

penalties and with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any default in the payment of any Assessment, the Association, or any authorized representative, may, but shall not be required to, make a written demand for payment to the defaulting Owner. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for demand or claim of lien, but any number of defaults may be included within a single demand or claim of lien. If a delinquency is not paid within ten (10) days after delivery of a demand, the Association may elect to record a claim of lien executed and acknowledged by any officer of the Association. Any such claim of lien shall contain (1) the name of the delinquent Owner; (2) the legal description and street address of the Parcel against which claim of lien is made; (3) the total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (without any offset or deduction allowed); (4) that the claim of lien is made by the Association pursuant to the Declaration and (5) that a lien is claimed against said Parcel in the amount stated.

11. Lien Priority. The Association's lien for unpaid Assessments shall have priority over all subsequent liens or claims except tax liens for real property taxes, assessments on any Parcel in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in Section 12 of this Article. Any such lien in favor of the Association may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a mortgage or by the exercise of a power of sale in the manner provided by law under a trust deed, as set forth by the laws of the State of Washington. The lien provided for herein shall be in favor of the Association. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Parcel. In the event of a foreclosure, the Association shall be entitled to recover from the defaulting Owner its reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses incurred in connection with the foreclosure. Each Owner, by becoming an Owner of a Parcel, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.
12. Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any First Mortgage or deed or trust. Sale or transfer of any Parcel shall not affect the Assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessment as to payments which become due prior to such sale or transfer, except if the Owner in default purchases the Parcel at the mortgage sale or proceeding in lieu thereof. In such case, the Assessment lien shall continue in effect and may be enforced by the Association, or by the Board, for the respective Parcel's Assessment that was due prior to the conclusion of any foreclosure or equivalent proceedings. Further, any unpaid Assessment shall continue to exist as the personal

obligation of the defaulting Owner and the Board may collect the sum from the Owner even after he is no longer a Member of the Association.

ARTICLE XIII- NOTICE OF VIOLATION

1. Notice: The Association may record a written notice of a violation (or suspected violation) by any Owner of any restriction or provision of the Governing Documents. The notice shall be executed and acknowledged by any officer of the Association or Agent and shall contain the following:
 - A. Name of Owner;
 - B. Legal description and street address of the Parcel against which the notice is being recorded;
 - C. A brief description of the nature of the violation;
 - D. Statement that the notice is being recorded by the Association pursuant to this Declaration; and,
 - E. Statement of the specific steps which must be taken by the Owner to comply with applicable provision in the Governing Documents.
2. Recordation. Recordation of this notice shall serve as notice to the Owner and any subsequent purchaser of the Parcel that there is a violation (or a claimed violation) of the provisions of the Governing Documents. The Association may assess any Owner a reasonable fee as and for its costs incurred (including attorney's fees and legal costs) in investigating the suspected violation, preparing the notice, obtaining legal advice in connection therewith and recording and other fees. Neither the Association nor any Owner or agent thereof shall be liable to any Owner or prospective or subsequent Owner for the failure to record any notice or for the recording of such notice if the recording was made or done based upon a good-faith belief that the same was in the best interest of the Association. If, after the recordation of such notice, it is determined by the Association that the suspected violation referred to in the notice does not exist or that the actual violation referred to in the notice has been cured, the Association shall record a notice of compliance which shall state the legal description, street address and Parcel number against which the notice of violation was recorded, the recording data identifying the docket and page where the notice of violation was recorded, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist.

ARTICLE XIV – INSURANCE

Insurance shall be carried by the Association on the Common Elements and shall be governed by the following provisions:

1. Authority to Purchase. The Association, by and through the Board, shall purchase and maintain certain insurance upon the Common Elements including, but not limited to, the insurance described in paragraph 2. Provision shall be made for the issuance of certificates of endorsement to any First Mortgagee requesting them. Such policies and endorsements thereon, or copies thereof, shall be deposited with the Association. The Board shall deliver a copy of the policies or, by and through its agent, advise the Owners of the coverage of said policies to permit the Owners to determine which particular items are included within the coverage so that the Owners may insure themselves as they see fit if certain items are not insured by the Association. Without limiting the generality of the foregoing, it shall be each Owner's responsibility to provide for insurance on Improvements located on his Parcel, the contents thereof, and personal property. No Owner shall maintain any insurance on his Parcel which would limit or reduce the insurance proceeds payable under the casualty insurance maintained by the Association in the event of damage to the Improvements or fixtures on the Property.

2. Coverage. The Association shall maintain and pay for the following policies of insurance.
 - A. Multi-Peril. Policies of a multi-peril type covering the Common Elements providing, as a minimum, fire and extended coverage, and all other coverage in kinds and amounts customarily acquired or required for projects similar in construction, location and use, including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, and windstorm and water damage, in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost as determined at least once every two years (2) by a qualified insurance appraiser selected by the Board), and, if available, agreed amount, inflation guard and construction code endorsements.

 - B. Public Liability. A comprehensive policy of public liability insurance covering all of the Common Elements and public ways on the Property in a minimum amount of a least \$1,000,000 per occurrence for personal injury, deaths and/or property damage. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association and its agents or other Owners. The scope of such coverage shall include all other coverage in the kinds and amounts customarily acquired or required for projects similar in construction, location and use, including, but not limited to, liability of the Association related to employment contracts of the Association, water damage liability, liability for non-owned and hired automobiles, and liability for damage to property of others.

 - C. Fidelity. The Association must obtain fidelity coverage against dishonest acts on the part of directors, officers, managers, trustees, agents, employees or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance must name the Association as the named insured and shall be written to provide protection which is in no event less than the greater of (i) one and one-half times the Association's estimated annual operating expenses and reserves

or, (ii) the sum of three months' Assessments on all Parcels then within the Property plus the reserve funds held by the Association. In connection with such coverage, an appropriate endorsement to the policy to cover any person who serves without compensation shall be added if the policy would not otherwise cover volunteers.

- D. Worker's Compensation. A worker's compensation policy, if necessary to meet the requirements of law.
 - E. Other Policies. Such other insurance as the Board shall determine from time to time to be desirable.
3. Provisions Required. The insurance policies purchased by the Association shall, to the extent possible, contain the following provisions.
- A. Effect of Other Insurance. The coverage afforded by such policies shall not be brought into contribution or pro-ratio with any insurance which may be purchased by Owners or First Mortgagees.
 - B. Owner Conduct. The conduct of any one or more Owners shall not constitute grounds for avoiding liability on any such policies.
 - C. Subrogation. There shall be no subrogation with respect to the Association, its agents or employees, Owners and members of their household and their families and employees, and each Mortgagee of all or any part of the Property or of any Parcel, or the policy(ies) should name said persons as additional insureds; and, each policy must contain a waiver of any defenses based on co-insurance or on invalidity arising from the acts of the insured.
 - D. Severability. A "severability of interest" endorsement shall be obtained which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.
 - E. Name of Insured. A statement of the name of the insured shall be included in all policies, in form and substance similar to the following:

"Vista Del Lago Resort Property Owners Association, a Washington nonprofit corporation"
 - F. Mortgagee Clause. A standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association, for the use and benefit of Mortgagees as their interests may appear, or which must be otherwise endorsed to fully protect the interest of First Mortgagees, their successors and assigns.
 - G. Notice to First Mortgagee. For policies of hazard insurance, a standard mortgagee clause shall provide that the insurance carrier shall notify the First Mortgagee named at

least ten days (10) in advance of the effective date of any reduction in or cancellation of the policy.

- H. No Other Insurance Clause. Any “no other insurance” clause shall exclude insurance purchased by Owners or First Mortgagees.
- I. Negligence of Owners or Association. Coverage must not be prejudiced by (a) any act or neglect of Owners when such act or neglect is not within the control of the Association or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.
- J. Notice Before Cancellation. Coverage may not be canceled or substantially modified without at least thirty (30) days’ (or such lesser period as otherwise provided herein) prior written notice to all insureds including First Mortgagees, their successors, and assigns, and interested institutional guarantors.
- K. Approval of Association to Receive Cash Settlement. Any policy property insurance which gives the carrier the right to elect to restore damage in lieu of a cash settlement must provide that such election is not exercisable without the prior written approval of the Association.

4. First Mortgagee Protection.

- A. Notice. The Association shall, upon written request, provide each First Mortgagee with a letter wherein the Association agrees (a) to give timely written notice to each First Mortgagee or Servicer, or any entity or person designated by such First Mortgagee or Servicer, whenever damage to the Common Elements exceeds \$10,000, and (b) to give timely written notice to the First Mortgagee or Servicer, or any entity or person designated by such First Mortgagee or Servicer, whenever damage to a Parcel covered by such First Mortgage exceeds \$1,000.
- B. Hazard Insurance. Each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best’s Insurance Reports of Class VI or better, or if such rating service be discontinued, an equivalent rating by a successor thereto or a similar such rating service.
- C. License Required. Each insurance carrier must be specifically licensed or authorized by law to transact business within the state of Washington.
- D. Limitation of Policy Requirements. Policies shall not be utilized where: (1) under the terms of the carrier’s charter, bylaws or policy, contributions may be required or assessments may be made against the Owner or First Mortgagee or any entity or person purchasing or guaranteeing any First Mortgage or may become a lien superior to any First Mortgage; (2) by the terms of the carrier’s charter, bylaws or policy, loss payments are contingent upon action by the carrier’s board of directors, policyholders, or members; or, (3) the policy includes any limiting clauses (other than insurance

condition) which could prevent any Owner or the First Mortgagee, its successors or assigns, from collecting insurance proceeds.

- E. Proper Notice Required. The mortgagee clause of each insurance policy shall be properly endorsed, and there must have been given necessary notices of transfer, and any other action required to be taken must be taken in order to fully protect, under the terms of the policies and applicable law, the interest of all First Mortgagees, their successors or assigns. Where permissible, the insurance carrier shall be required to name the Servicer of a First Mortgage, or "(name of servicer), its successors or assigns", as the First Mortgagee under the mortgagee clause. If permissible, where a deed of trust is utilized, the insurance carrier shall be required to use "(name of Servicer), its successors or assigns, beneficiary" or (name of trustee), its successors or assigns, for the benefit of (name of Servicer)" instead of only the name of the trustee under the deed of trust.
 - F. Service Requirements. All insurance drafts, notices, policies, invoices and all other similar documents, or their equivalent, shall be delivered directly to each Servicer involved, if any, regardless of the manner in which the mortgagee clause is endorsed. The Servicer's address on any First Mortgagee endorsement on a policy shall be used in the endorsements in lieu of the address of the First Mortgagee if requested by the First Mortgagee.
 - G. Payments of Association Costs. First Mortgagees may pay overdue premiums or secure new insurance coverage on the lapse of a policy with respect to any insurance required to be maintained by the Association. First Mortgagees making such expenditures shall be owed immediate reimbursement by the Association.
5. Non-Liability of Association/Board. Notwithstanding the duty of the Association to obtain insurance coverage as stated herein, neither the Association nor any Board member or other Person shall be liable to any Owner or Mortgagee if any risks of hazards are not covered by insurance or if the amount of insurance is not adequate. It shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner may desire.
6. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Parcel or its appurtenances, or of the Common Elements, by an Owner, or by any Occupant, guest, or invitee of such Owner, shall be assessed against that particular Owner.
7. Insurance Claims. The Association, acting by and through its Board, is hereby irrevocably appointed agent and attorney-in-fact for each Owner and for each holder of a First Mortgage or other lien upon a Parcel, and for each owner of any other interest in the

Property, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and the Board has full and complete power to act for the Association in this regard.

8. Benefit. Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and First Mortgagees, as their interests may appear.

ARTICLE XV – DAMAGE, DESTRUCTION AND CONDEMNATION

1. Definitions. As used in this Section, the following terms shall have the following definitions:

- A. “Destruction” shall exist whenever the Board determines that, because of any casualty, damage or destruction, the Common Elements or any part hereof, have been damaged.
- B. “Condemnation” means the taking of any property interest in the Common Elements by the exercise of a power of eminent domain, or the transfer or conveyance of such interest to a condemning authority in anticipation of such exercise.
- C. “Reconstruction” means the repair or reconstruction of the damaged or destroyed portions of the Common Elements in accordance with the provisions of this Subsection. “Reconstruction” following any Condemnation means the repair or reconstruction of the remaining portions of the Common Elements if any, to restore the Common Elements to an attractive, sound, functional and desirable condition, including, if the Board deems it desirable or necessary, the replacement of any Improvements so taken. Insofar as reasonably possible, taking into account the portions of the Common Elements subject to destruction or taken by Condemnation, Reconstruction shall be in conformance with the original plans and specifications or, if the Board determines that adherence to such original plans and specifications is impracticable or is not in conformance with applicable laws, ordinances, building codes or other governmental rules or regulations then in effect, such repair or reconstruction shall be of a kind and quality substantially the same as the condition in which such portions of the Common Elements existed before the Destruction or Condemnation. Any Reconstruction not in accordance with original plans and specifications shall first be approved by a Majority of Owners.
- D. “Reconstruction Funds” in the case of any destruction means any proceeds of insurance received by the Association because of the destruction of any portion of the Common Elements but excluding that portion of any proceeds of insurance legally required to be paid to any party other than the Association, including a Mortgagee of all or any part of the Common Elements, and any uncommitted funds or income of the Association other than that derived through Assessments. “Reconstruction Funds” in the case of Condemnation means the entire amount received by the Association as

compensation for any condemnation including, but not limited to, any amount awarded as severance damage, but deducting therefrom reasonable and necessary costs and expenses including, but not limited to, attorneys' fees, appraisers' fees and court costs, together with any uncommitted funds or income of the Association other than that derived through Assessments.

2. Reconstruction of Common Elements. In the event of any destruction or Condemnation of the Common Elements, the Association shall undertake the Reconstruction of the Common Elements without a vote of the Owners unless two-thirds of the Owners and two-thirds of the First Mortgagees (based upon one vote for each Mortgage owned) agree in writing at or prior to the special meeting hereinafter provided that the Association should not undertake the Reconstruction.
3. Construction Contract. In the event the Association undertakes the Reconstruction of the Common Elements, the Board shall contract with a reputable contractor or contractors who shall, if required by the Board, post a suitable performance or completion bond. The contract with any such contractor or contractors shall provide for the payment of a specified sum for completion of the work described therein and shall provide for periodic disbursements of funds, which shall be subject to the prior presentation of an architect's certificate containing such provisions as may be appropriate in the circumstances and deemed suitable by the Board.
4. Reconstruction Funds. Upon receipt by the Association of any insurance proceeds, condemnation awards or other funds resulting from the Destruction or Condemnation of any portion of the Common Elements, the Association may cause such Reconstruction Funds to be paid directly to a bank located in Chelan County, Washington, whose accounts are insured by the Federal Deposit Insurance Corporation, or its successor agency, as designated by the Board. Disbursement of such funds shall be made only upon the signatures of two members of the Board. Disbursements to contractors performing any repair or reconstruction upon the Common Elements shall be made periodically as the work progresses in a manner consistent with procedures then followed by prudent lending institutions in Chelan County, Washington.
5. Reconstruction Assessment. If the Reconstruction Funds are, or appear to the Board to be, insufficient to pay all of the costs of Reconstruction, the Board shall, with the consent of two-thirds of the Owners, levy a Reconstruction Assessment to make up for any deficiency. The Reconstruction Assessment shall be levied against all Owners to the extent necessary to make up any deficiency for Reconstruction of the Common Elements. The amount of the required Reconstruction Assessment shall be determined by the Board, in its sole discretion. The Reconstruction assessment shall be payable at in full or in installments, as the Board may determine.
6. Special Meeting. In the event of the Destruction or Condemnation of the Common Elements, the Board, at its election or upon presentation of a petition signed by not less than ten percent (10%) of the Owners requesting such a meeting, shall convene a special

meeting of the Association for resolving whether the Association should undertake the Reconstruction of the Common Elements.

7. Decision Not to Restore. If the Common Elements are not to be restored following any Destruction or Condemnation, the Board shall use the Reconstruction Funds to pay all of the Mortgages or other liens or encumbrances of record with respect to the Common Elements which will not be restored. If any Reconstruction Funds remain after such application, they shall be held by the Association for working capital or reserves, in the discretion of the Board.
8. Emergency Repairs. Notwithstanding any provision of this Article XVI, the Board may, without any vote of the Owners or First Mortgagees, undertake any repair which the Board deems reasonably necessary to avoid further damage or destruction which is likely, in the Board's sole opinion, to cause substantial diminution in the value of the Common Elements or as may be necessary to cure dangerous conditions.
9. Condemnation of a Parcel. In the event of the Condemnation of all or substantially all of a Parcel such that it is no longer tenantable following reasonable repair or reconstruction, such Parcel shall cease to be a part of the Property and the Owner shall cease to be a Member of the Association.
10. Destruction of a Parcel. In the event that any Parcel and/or improvements thereon is damaged or destroyed (in whole or in part), the Owner shall properly undertake or cause to be undertaken, the clearing or repair or reconstruction of the damage or destruction. If damage is not cleared or repaired or reconstructed within a reasonable time, the Board shall determine the appropriate action needed to satisfactorily restore the Owner's Parcel. Following notice by the Board to the Owner of such Owner's failure to timely and properly restore, the Association shall be entitled to exercise any right or remedy available under this Declaration, including affirmative injunctive relief, and shall have the further right to enter into possession of the Parcel in order to make the restoration determined by the Board to be appropriate.

ARTICLE XVI- AGE RESTRICTIONS

1. Policy. It is the policy of the Owners and the Association to utilize the Property to provide housing opportunities for older people in conformance with applicable requirements of governmental authorities including, but not limited to, any applicable provisions of the federal Fair Housing Amendments Act of 1988 and any regulations promulgated thereunder. To accomplish that end, this Declaration is being placed in the public record and will be made available to members of the public from time to time.
2. Minor Children. Vista Del Lago is an adult community. Minor children are not allowed as permanent residents or occupants. Minor children may only visit Vista Del Lago as the guest of an Owner and shall be accompanied by a responsible adult always while at Vista Del Lago. Minor children constitute guests, shall abide by all of the Rules and

Regulations, and shall be registered as provided in the Rules. The same minor child shall not visit Vista Del Lago more than fifteen consecutive days nor more than twenty days in a calendar quarter. Likewise, no Owner may have any minor children as their guests more than twenty days in a calendar quarter. The presence of a minor child within Vista Del Lago for any part of a day constitutes a one-day visit.

3. Occupancy by Adults. Ownership or Occupancy of any Parcel by only one individual who is under the age of 55 or by a group of individuals which does not contain at least one member who is 55 or older, is prohibited, except provided in paragraph 4 below.
4. Exempt Occupants. Notwithstanding the provisions of this Article, the Association may permit ownership by persons under the age of 55 so long as all the conditions below are satisfied.
 - A. No such persons are less than 21 years of age;
 - B. The Parcels subject to this exemption at any time shall not exceed twenty percent (20%) of the total number of Parcels occupied; and
 - C. No Parcel may be resold to persons under the age of 55 except by approval of the Board.
5. Facilities and Services. The Common Elements shall be operated and maintained with the intent of providing facilities and services specifically designed to meet the physical and/or social needs of persons over the age of fifty-five.
6. Interpretation. The provisions of this Article shall be construed broadly and in keeping with the purposes of complying with any applicable requirements of government authorities specifically including, but not limited to, the Fair Housing Act of 1988, as amended.
7. Adoption of Rules. The Board has the authority to adopt rules, regulations and policies to enforce the age-restricted rules and the occupancy policies specified in this Article XVI and elsewhere in the Declaration.

ARTICLE XVII – GENERAL PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

3. Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years.
4. Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not relief sought is for negative or affirmative action, by the Association or any Owner or Owners of Parcels within the Property. However, any other provision to the contrary notwithstanding, the Association, the Board, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of this Declaration.
5. Violation of Law. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within the Property is prohibited.
6. Governing Law. This Declaration and the interpretation hereof is governed by the laws of the State of Washington and venue for any dispute shall be Chelan County, Washington.
7. Non-Waiver. No failure by Owners, the Association or Board to insist upon the strict performance of any covenant, condition, or restriction, or other requirement of this Declaration, shall be construed or interpreted as depriving or stopping anyone of the right to insist on strict performance in the future. No waiver of any provisions of this Declaration shall be deemed to have been made unless expressed in writing which specifically states the exact nature of any waiver. Consent to any action which might be construed to violate this Declaration shall not constitute a continuing consent nor shall it serve as a precedent for future consent to the same party or to another party.
8. Cumulative Remedies. All the remedies contained herein are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any Owner, the Association or the Board may lawfully be entitled in case of any breach or threatened breach. Any enforcement of this Declaration may include injunctive relief and suit for damages.

Exhibit "A"

Lots 1 through 83 and Parcels A, B, C, D, E and F, Vista Del Lago BSP No. 23, Chelan County, Washington, according to the plat thereof recording in Book SP-14 of Plats, at Pages 58 and 59.