

Return to:

**Chelan Valley Housing Trust
PO Box 674
Chelan WA 98816**

**Declaration of Covenants, Conditions and Restrictions
for Emerson Harbour Community**

**Grantor: Chelan Valley Housing Trust, a 501(c)(3) Nonprofit Corporation
Grantee:**

- 1. Plat of Emerson Harbour**
- 2. City of Chelan**
- 3. Chelan Valley Housing Trust**

Abbreviated Legal Description:

- 1. Plat of Emerson Harbour Lots 19 and 20 Block 6, Chelan, Chelan County**
- 2. Additional legal description is on Exhibit A of this document**

Assessors Parcel Nos. 272213512094

Chelan Valley Housing Trust
Declaration of Covenants, Conditions and Restrictions for
Emerson Harbour

This Declaration of Covenants, Conditions and Restrictions for Emerson Harbour (this “Declaration”) is executed on this 19th day of December, 2024, by Chelan Valley Housing Trust, a Washington non-profit corporation (“CVHT”) to declare and set forth of record covenants, conditions and restrictions applicable to the Emerson Harbour Community.

I. Introduction.

- A. CVHT is a non-profit corporation organized for charitable purposes including, but not limited to the development and preservation of decent, affordable housing and home-ownership opportunities for low- and moderate-income individuals in the Chelan Valley. The legal documents pursuant to which CVHT derives its existence and manages its affairs are the CVHT Bylaws and Articles of Incorporation, each as may be amended or restated pursuant to their terms. CVHT reserves the right to transfer its rights and obligations under this Declaration to (1) another organization formed for purposes of developing or managing affordable housing; (2) the City of Chelan, or (3) the Residents. In the event CVHT ceases to exist, the City of Chelan shall have the right to designate one such successor party described in A. (1)-(3) above.
- B. Emerson Harbour is a residential community located on approximately 8,402 square feet of Land subdivided to consist of (1) six (6) Lots (Lots 1-6), with one (1) single family Home (each a “Home”) located on each such Lot; (2) Tract A, consisting of common area and open space, and (3) Tract B improved with six (6) parking stalls and a trash enclosure, all as depicted on the Plat of Emerson Harbour, recorded in Volume 1 of Plats, at page 31 in the Office of the Auditor of Chelan County, Washington under AF # 2602535 (the “Plat”).
- C. CVHT is currently the sole owner of the Land, the Lots and the Homes and intends to lease each Lot and sell the Home located on such leased Lot.
- D. “Residents” shall consist of each party that is the current lessee of a Lot pursuant to a Emerson Harbour Ground Lease and owner of the Home located on such leased Lot. Each Resident shall be equally obligated under, bound by and benefitted by this Declaration. When more than one individual is the lessee under the Ground Lease for and owner of the Home on a Lot, all such individuals shall be collectively be deemed the Resident of such Lot.
- E. Each Lot leased by a Resident is subject to a Ground Lease, a memorandum of which is recorded on title to such leased Lot.
- F. Each Resident will be entitled to the exclusive right to park in the parking stall identified on the Plat with the same number as such Resident’s Lot (i.e. the Resident of Lot 1 will have the right to park in parking stall #1, the Resident of Lot 2 shall have the right to park in parking stall #2, etc.).
- G. Upon executing a Ground Lease for a Lot, each Resident is automatically bound by and agrees to abide by and honor the covenants, conditions and restrictions in this Declaration and to cause all Occupants of such Resident’s Lot to abide by the same. Each Resident is deemed to lease the pertinent Lot with the understanding that failure of the Resident or Occupants of its Lot to honor the covenants,

conditions and restrictions in this Declaration may result in the rights of other Residents and/or CVHT to seek remedies for such failure as more specifically set forth in this Declaration, such Resident's Ground Lease and/or applicable laws.

H. It is CVHT's intent that the Community will be exempt from compliance with the Washington Uniform Common Interest Ownership Act (R.C.W Chapter 64.90) (the "CIOA") pursuant to RCW 64.90.360(4) thereof, except to the extent of those provisions of the CIOA compliance with respect to which is expressly required pursuant to such RCW 64.90.360(4). By taking fee title to or leasing a Lot, each Resident expressly waive compliance by the Community or this Declaration with the CIOA, except as expressly required by RCW 64.90.360(4).

II. General Agreements

- A. Each Resident agrees, as a condition to leasing a Lot and purchasing a Home at Emerson Harbour:
 1. to abide by the covenants, conditions, restrictions and other terms of this Declaration and the Ground Lease applicable to such Resident's Lot.
 2. to participate in regularly scheduled Residents Meetings for the purpose of discussing and making decisions about issues affecting the Community. If a Resident is unable to attend a regular or special meeting at which a vote is scheduled to be taken, such Resident will provide a Proxy to an individual (which may be another Resident) authorizing such individual to vote on decisions made at such meeting on such Resident's behalf.
 3. to maintain insurance as required by such Resident's Ground Lease.
 4. to cause any Occupants of such Resident's Lot and/or Home to comply with all covenants, conditions, restrictions and other terms of this Declaration.
- B. CVHT agrees to use good faith efforts to:
 1. monitor the obligations of the Residents to maintain and repair the Common Areas (as defined below) as required under this Declaration;
 2. obtain commercially reasonable public liability and property insurance covering only the Common Areas, the cost of which may be passed on to the Residents pursuant to Section G.2-5. below;
 3. bill all Residents equally for payment of taxes assessed against the Common Areas and other costs incurred by CVHT in fulfilling its obligations under this Declaration, except to the extent the applicable cost relates to failure of one or more Residents to comply with the terms of this Declaration, in which case, CVHT may, in its reasonable discretion, allocate such costs to the responsible Resident(s);
 4. enforce this Declaration in a non-discriminatory basis; and
 5. assist in resolution of conflicts between Residents pursuant to the procedures set forth herein.

III. Definitions (not otherwise defined in this Declaration)

- A. "Common Areas" shall mean areas and improvements on the Land, excluding the Lots and Homes and other improvements located on such Lot, including without limitation Tract A, Tract B and any entrances, driveways, parking areas, walkways, landscaped areas, storage

sheds, play areas, common utility facilities and other areas and improvements located on such Tracts and provided for common use by Residents. The parking stalls shall constitute Common Areas subject to the right of the Resident of each Home to the exclusive right to park in one (1) such stall as provided above and subject to the limitations herein.

- B. "Common Walls" shall mean the common fire walls shared by two or more Homes and which may include shared utility lines.
- C. "Community" means the Land, Lots, Homes and Common Areas of the Plat and the Residents thereof.
- D. "Community Review" shall mean the seeking of consensus or approval on an issue by the Residents at a Residents Meeting as defined in Section III.N. below.
- E. "Consensus Decision Making" means the creative and dynamic method of reaching agreement between Residents. Prior to submitting any decision to a vote, the Residents shall attempt to obtain consensus on decisions and solutions supported by the Residents.
- F. "CVHT" is defined in the introductory paragraph of this Declaration.
- G. "CVHT Board" mean the Board of Directors of CVHT or the ruling body of any successor to CVHT.
- H. "Ground Lease" means the Ground Lease between CVHT and a pertinent Resident, a memorandum of which is recorded on title to the pertinent leased Lot.
- I. "Household" shall mean and refer collectively to all Residents of any Lot and any other individuals residing at the Home on such Lot.
- J. "Land" shall mean that certain real property covered by the Plat and legally described on Exhibit A attached hereto.
- K. "Lot" shall mean each of Lots 1-6 as shown on the Plat.
- L. "Occupant(s)" shall mean any individual or individual temporarily or permanently residing on or visiting a pertinent Lot or Home.
- M. "Plat" is defined in I.B. of this Declaration.
- N. "Quorum" shall mean of three (3) of the six (6) Households, including those represented by a Proxy. Each Household will have one (1) vote on any matter brought before the Residents for consideration. Each Household shall designate one person to vote for the Household on any decision.
- O. "Resident" shall mean the party or parties named on the Ground Lease for a Lot and owning the Home on such Lot. For purpose of voting rights granted to Residents under this Declaration, multiple parties named on the Ground Lease and owning the Home shall be entitled to a single vote. CVHT will be deemed to be the "Resident" of each Lot that remains in its name and is not subject to a Ground Lease.
- P. "Residents Meeting(s)" shall mean any regularly scheduled or special meeting of the Residents as designated by CVHT or the Review Committee. Annual Residents Meetings shall be scheduled

by CVHT to be held in the month of October each year as determined by the Resident or CVHT. Special Residents Meeting may be called by the Review Committee or CVHT when necessary to address matters that require immediate attention. Residents Meetings will take place at the offices of CVHT or other location set forth by CVHT by written notice to the Residents.

- Q. "Review Committee" shall consist of three (3) individuals representing three (3) different Households who are elected at each annual Residents Meeting where a Quorum is present; provided that no member of the Review Committee shall be elected without his/her consent. Each elected Review Committee member shall serve for a one (1) year term. The Review Committee will serve to answer Residents' questions about interpretations of this Declaration, to facilitate communication between Residents in conflict, to guide Residents toward compliance with this Declaration and, when requested, to make a preliminary determination of resolution of disputes submitted to it. In the event any Review Committee position remains unfilled as a result of the failure of the Residents to elect an individual to such position, CVHT shall have the right to appoint an individual to fulfill the empty position until such time as the same is filled by election of the Residents.
- R. "Proxy" shall be a written authorization for one Household to represent another Household on a specific issue. A Household shall not be allowed to have a blanket Proxy to speak for another Household on all issues.

IV. Decision Making and Dispute Resolution

- Decisions for interpreting and enforcing this Declaration and/or other decisions arising with respect to the Community will be made in accordance with the following procedures unless otherwise stated herein.

A. Affected Residents

- 1. Generally. If a dispute arises between two or more Residents over the interpretation of or compliance with this Declaration or other matters regarding the Community, the affected Residents will make reasonable efforts to resolve such dispute.
- 2. Exemptions from Declaration. Notwithstanding the foregoing, no Resident shall have the power or authority to grant an exemption from the covenants, conditions, restrictions or other terms of this Declaration for itself or any other Resident. Any requests for exemption must be brought directly to the Review Committee for preliminary determination, which preliminary determination will be subject to approval by CVHT, which approval shall be binding.

B. Review Committee

- 1. Generally. With respect to situations in which applicable Residents are unable to resolve a dispute, or where any Resident requests an exemption from the terms of this Declaration, any Resident or Residents may, by written request describing the dispute, submit the matter to the Review Committee for review and preliminary.
- 2. Dispute Resolution by Review Committee. Upon the written submittal of a dispute to the Review Committee, the Review Committee members shall meet (in person or by audio and/or video conference) as soon as reasonably practicable but not later than thirty (30) days after receipt of the written submittal and, at such meeting, will attempt to resolve the disputed matter. If the Residents involved in the dispute agree in writing with the decision of the Review Committee, the decision of the Review Committee will be binding. Notwithstanding the above, any decision by

the Review Committee that would allow an exemption from or waiver of any provision of this Declaration will be subject to approval of the CVHT Board as provided below.

C. Submittal of Matters to Residents

1. **Generally.** If the Review Committee is unable to resolve a Resident dispute or ensure voluntary compliance with this Declaration, or in situations in which this Declaration expressly requires full Community review, or if a Resident is dissatisfied with the decision of the Review Committee, either the affected Resident or the Review Committee may make written request that the matter be reviewed at the next regularly-scheduled Residents Meeting. If the nature of the decision reasonably requires resolution prior to the next regularly-scheduled Residents Meeting, the Review Committee or CVHT may call a special Residents Meeting upon not less than ten (10) days advance written notice to all Residents.
2. **Decision Making and Dispute Resolution.** Issues brought before a Residents Meeting shall be reviewed in accordance with Consensus Decision-Making. For certain issues, Residents may choose, through consensus, to vote on a matter. A Quorum will be required for a vote to be taken and the affirmative vote of a majority of Households represented at the Residents Meeting shall be required to pass any action. Any Resident who is dissatisfied with a decision reached at the Residents Meeting may appeal the matter to CVHT.

D. Submittal of Matter to CVHT

1. **Generally.** CVHT Board will be the final arbiter of any disputes between Residents and must also approve any requests for exemption from or waiver of any provision of this Declaration.
2. **Decision Making and Dispute Resolution.** CVHT Board will attempt to resolve any matters brought before it in accordance with the requirements of the CVHT Bylaws and Articles of Incorporation and will endeavor to apply the same standard of review to all like-kind issues. CVHT Board will attempt to review and render decision on the disputed matter as soon as practicable after receipt of request for review and all pertinent documents and information necessary to conduct such review. A request to be included on the CVHT Board's meeting agenda must be received at least fourteen (14) days prior to a CVHT Board meeting.

V. Records of Decisions — Written notes will be kept of all deliberations and decisions made by the Review Committee, the Residents at Residents Meetings and CVHT involving Resident disputes, enforcement of the provisions of this Declaration and the review of any request for exemption from the terms hereof. These notes will be used to guide future decisions. Any decisions or actions may, at the discretion of the deciding body, be communicated to all Residents.

VI. Amendments — This Declaration may only be altered and amended, in whole or in part, by approval of not less than five (5) Households at a regularly scheduled Residents Meeting and the approval of the CVHT Board. Once a proposed amendment has been approved by five (5) Households, the proposed amendment shall be forwarded to the CVHT Board for final approval or disapproval, with the decision of the CVHT Board being binding. Any amendment to this Declaration which is approved as provided above shall be memorialized by amendment executed by CVHT and recorded with the Chelan County Auditor.

VII. Covenants, Conditions and Restrictions

A. Automobile Regulations — The following restrictions shall apply to all Residents and Occupants:

1. No Resident, Occupant or other individual shall park in a parking stall assigned to another Resident,

except with the express permission of such Resident.

2. All vehicles driven within the Community shall comply with a maximum speed limit of five (5) mph.
3. No vehicle shall be parked in any Common Area other than in Tract B or in a manner that blocks another legally parked vehicle, parking space, or roadway.
4. Parking by Residents in their assigned parking stalls shall be limited to automobiles (including SUVs and regular sized trucks). The parking of other vehicles, boats and other water vehicles, trailers, campers, RVs and other recreation vehicles within the Community are expressly prohibited.
5. No automobile or other vehicle may be parked in the Community for longer than three months unless it is in operating condition.
6. Residents shall be responsible for the care and maintenance of the parking spaces assigned to their individual Lot.
7. Vehicle owners are expected to be conscientious regarding the effect of their vehicles' noise and exhaust fumes and comply with all applicable laws and regulations relating to vehicle emissions.
8. Damage to any vehicle parked in the Community shall be at the sole risk of the owner of such vehicle. CVHT shall have no liability or responsibility with respect to damage to any vehicle.

B. Pet Regulations — No animals, other than dogs, cats, caged birds, tanked fish and other conventional small household pets ("Pets") may be kept on any Lot or in any Home. Pets shall not be allowed to run at large. Dog runs and enclosures shall be kept clean and free of odor at all times. All Residents are required to exercise responsible Pet ownership, including without limitation compliance by all Residents and Occupants with the following rules:

1. All dogs should be properly trained, walked regularly, and kept in the Home or be on leash when in Common Areas.
2. All Pets must be in healthy condition, receive all standard inoculations and must be neutered or spayed (with possible exception for show animals and breeders with the approval of CVHT).
3. Owners shall not allow Pets to enter Lots or Homes of Residents other than the Lot and Home of the owner of such Pet.
4. Residents are responsible for any damage to other Residents' property, injury to person and/or Pets of other Residents.
5. Residents and Occupants shall be responsible for the removal of their Pet's waste wherever it is deposited within the Community and for its sanitary disposal.
6. The Residents may decide to set a limit on the total number of Pets per Home through the Community Review process.

C. Noise Control — Out of consideration for the privacy, comfort and convenience of all Residents and Occupants of the Community, Residents shall not allow any loud or repetitive noise that is reasonably disturbing to others to emanate from the Resident's Lot or Home. Work in the nature of construction, repair, installation, modification or landscaping emanating noise audible to other Residents shall only be performed between the hours of 8:00 am and 8:00 pm. Residents shall not allow noise from any musical instrument, radio, television, speakers, etc., to be heard from outside the Home between the

hours of 10:00 pm and 8:00 am.

- D. ***Fencing*** – No fences shall be installed or constructed on any Lot or in the Common Areas, except for fencing around improvements within the Common Areas that are approved by the Residents at a Residents Meeting and by CVHT.
- E. ***Additions and Ancillary Structures*** – No additions or ancillary structures shall be installed or constructed on any Lot.
- F. ***Landscaping*** – Resident initiatives to beautify their Lots with landscaping improvements are encouraged. The following restrictions apply:
 - 1. Landscaping must be well-maintained and ground cover may not include plants known to be invasive.
 - 2. Plants that at full maturity grow to over 6 feet are not permitted.
 - 3. Removal of any living trees greater than 6 inches in diameter requires Community Review, except in case(s) of hazard to life or property.
 - 4. Residents are responsible for healthy maintenance of all landscaping improvements of their Lots, including removal of dead plants.
 - 5. Organic gardening and landscaping is strongly encouraged. No potentially toxic herbicides, fertilizers, or pesticides are permitted.
 - 6. Any landscaping which may affect a neighbor's view or access to sunlight, or any pedestrian way, requires approval of the Review Committee.

G. Common Area

- 1. **Access**: The Common Areas of the Community (other than the assigned parking stalls) shall be accessible to all Residents on an equal basis. Certain areas designated by CVHT may be made available for public use.
- 2. **Utilities and Personal Use**: Residents shall have the right to connect to common utilities and maintain utility connections with the prior approval of CVHT. Residents will be responsible for restoring all damage to the Common Areas resulting from connection or maintenance of utilities servicing improvements on their Lots. Residents sharing common walls or utility facilities will be responsible for any necessary repairs to such walls and/or utilities (unless the need for such repair results from the negligence or wrongful conduct of one Resident, in which case such Resident will be responsible for such repairs).
- 3. **Maintenance and Repair of Common Areas**: All Residents are responsible for sharing the labor and costs of both normal and special maintenance and repair of the Common Areas, including the common utility facilities serving the Community. Provisions will be made for alternate contributions to Community efforts by those who are not physically able to help with labor. In the event the Residents fail to equitably divide the maintenance obligations, the CVHT or the Residents, by vote at a Residents Meeting may hire a landscaping or maintenance services to maintain the pertinent Common Areas, the costs of which shall be borne equally by all Residents.
- 4. **Assessments**. Except as otherwise expressly provided herein, all costs for maintenance, repair,

replacement and insuring of the Common Areas shall be borne equally by the Residents. CVHT shall have the right to bill each Resident for its share of any such costs as special assessments and such Resident shall pay the amount of such invoice within thirty (30) days after receipt. In the event the Residents are unable to pay such costs, Residents shall work with CVHT to obtain sponsorship or financing for the same.

5. **Alterations:** Any permanent or semi-permanent change to the Common Areas shall require advance written approval of the Review Committee and the CVHT Board.
6. **Use by Children:** If CVHT designates any portion of the Common Areas for use by children of the Community, the parent(s) of any child playing in such areas shall be solely responsible for ensuring the safety of the child and for any damage resulting from such use.
7. **Guest Use:** Use of the Common Areas by friends/guests of residents shall be prohibited except as approved by the Review Committee and CVHT and compliance with rules established for such use.

H. Children – All adults shall treat children with respect and positive support. At the same time, it is understood the parents are ultimately responsible for their children and for any damage or annoyance their children might cause to neighbors or any Community property.

I. Business Use – Businesses operated within a Home are permitted provided that the same conforms to applicable city, county, state, and federal zoning regulations, are not an annoyance to neighbors and do not adversely impact the Common Areas or parking available to Residents.

J. Camping – Camping is prohibited on Lots and Common Areas of the Community.

K. Recycling – Recycling is strongly encouraged by all Residents and Occupants of the Community. Trash and recycling containers and compost bins must be well-maintained, must be as aesthetically pleasing as possible, and must not constitute any annoyance (such as compost that smells or attracts rats).

L. Prohibited Uses and Nuisances

1. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot of the Common Areas, except building materials during the course of approved construction.
2. No structure, planting or other material shall be placed or permitted to remain on any Lot or Common Areas which may damage or interfere with the installation or maintenance of utilities, or which may unreasonably change, obstruct or diminish direction or flow of drainage.
3. No trash cans should be located outside on a Lot or Common Area. Residents shall dispose of trash at the designated trash receptacles on Tract B.
4. All Residents shall comply with the City of Chelan Dark Skies Ordinance. No exterior lighting shall be placed or fixed in such a manner as to cause a concentrated beam to be directed outside the boundaries of a Resident's Lot or to allow the source of the light to be visible outside the boundaries of the Community.
5. No tarps shall be placed on any Lot or Common Areas.
6. Wood burning fireplaces or stoves shall be prohibited within the Community. Outdoor cooking facilities, such as barbeques, are allowed subject to City of Chelan ordinances.

7. The exterior and roofing of the Homes shall be uniform. No Resident shall change the materials or colors of the exterior walls or roofing except to the extent the finishes of all Home exteriors are changed with the approval of the Residents and CVHT Board. No reflective film or similar treatment on windows is allowed. Any items placed on porches shall be minimal and maintained in an orderly and tidy manner. Sports equipment shall not be stored on the exterior of any housing units, except for bicycles.

VIII. Administrative Covenants

- A. Duration** – The Plat dedication is made subject to this Declaration which shall run with the land and be binding on all Residents for a period of ten (10) years from the date of recording and shall automatically be extended for successive periods of ten (10) years, unless and until an instrument executed CVHT and Residents of all Lots has been recorded, agreeing to terminate this Declaration.
- B. Amendment** – Any amendment or modification of this Declaration shall be subject to approval of not less than five (5) Residents at a Residents Meeting and CVHT. Amendments shall be in writing, executed by CVHT and recorded in the same manner as these covenants. CVHT shall have the exclusive right and authority to modify and amend these CCRs until such time as four (4) Lots have been leased to Residents.
- C. Severability** – The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision shall not affect any other provision thereof.
- D. Enforcement** – Enforcement of this Declaration shall be by proceedings at law or in equity against any person or person violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party in any dispute of the enforcement of these covenants shall be entitled to recover reasonable attorney's fees.
- E. Duty to Arbitrate** – Residents must submit all disputes involving claims for compensation between Residents to arbitration by CVHT rather than filing a lawsuit. By signing and agreeing to the terms here, Residents agree to limit dispute resolution to arbitration. CVHT may, in its sole discretion elect to arbitrate other matters involving Residents, provided that the parties' consent in writing and agree to hold CVHT harmless from any claims or liability resulting from the process.

DATED this 1st day of December, 2024.

DECLARANT:

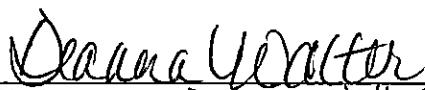
CHELAN VALLEY HOUSING TRUST
A 501(c)(3) and Washington Nonprofit

By 
Scott Meyers, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF Chelan)

I certify that I know or have satisfactory evidence that SCOTT MEYERS is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Administrator of the CHELAN VALLEY HOUSING TRUST, a 501(c)(3) and Washington Nonprofit, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 19th day of December, 2024.


Typed/Printed Name Deanna C. Walter
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 2/19/24

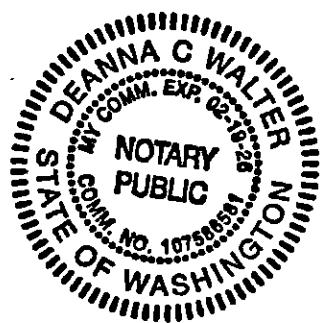


EXHIBIT A
LEGAL DESCRIPTION

Emerson Harbour Community is described in records of Chelan County, Washington as Lots 19 and 20, Block 6, Original Townsite of Chelan, recorded in Volume 1 of Plats, Page 31.