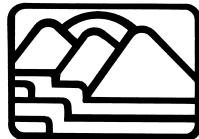


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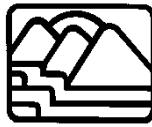


Lake Entiat Estates



Lake Entiat Estates

Orondo, WA



Lake Entiat Estates

Welcome to Lake Entiat Lodge Associated, (aka Lake Entiat Estates or Sun Cove)

As a property owner in the community, you are also a member of the Lake Entiat Lodge Associated Homeowner's Association (HOA). As a member, you will have a dual responsibility. Your first consideration, of course, will be for your property, but your second obligation is no less important. We hope that you will involve yourself actively in the operation and management of the HOA. We encourage you to join a committee, attend Board meetings and even consider running for a position on the Board of Directors.

The enclosed documents are provided to familiarize you with your HOA and the regulations that members must abide by within the organization. These set the guidelines for all members and their guests and were established by the membership.

Sun Cove has a great community website, www.suncove.net. On the site you will find: Meeting minutes, upcoming event information, current budget, governing documents, sign-up to receive Email newsletters and much more.

Assessment payment processing is performed by WPS, Inc. in Seattle. You may contact Ginger Rodgers at 206.286.2270 with questions regarding your HOA account. All other questions should be addressed via the HOA on-site office staff by phone at 509-784-1166, email admin@suncove.net or by stopping by the office at 255 W. Beach Drive.

Sincerely,
Lake Entiat Lodge Associated Board of Directors

PERMITS, MAILBOX KEYS & KEYCARDS

PARKING PERMITS: These are issued annually. If you lose a permit, the cost for replacements are \$25 each for the first 2, then \$50 each for any additional replacements. No additional permits may be purchased.

WATERCRAFT PERMIT: Mail, email, or bring in a copy of your DOL registration to the HOA office. Allow 2 weeks processing.

GOLF CART PERMIT: Requires Association registration. The registration form can be obtained at the HOA office or on the website. Allow 2 weeks processing.

KEYCARDS: 2 keycards are provided without fee. These cards are used to access the clubhouse/pool and garbage compactor (hold keycard up to black box). Up to two additional keycards can be purchased for \$20 each. Please remember to immediately contact staff should you misplace a keycard, so it can be deactivated, as you are responsible for anyone using the lost card!

MAILBOX KEYS: 3 keys are provided to members. Understand that mail service won't begin until you register with the Orondo Post Office. If you lose 1 or 2 mail keys, blanks are available at the HOA office for you to get cut. If you lose all 3, you will need to contact the Orondo Post Office to get the mailbox lock replaced at your expense. The new keys will be provided to the HOA office once the lock is replaced.

SUN COVE MISSION STATEMENT

Promote a sense of community; maintain an enjoyable and harmonious neighborhood.

Promote timely and value-oriented growth to our community that will preserve and enhance the value of its members' property while being transparent, good stewards and fiscally responsible with membership dues.

Provide responsible management in adherence with the Covenants and conditions as set by this association and the laws of the State of Washington.

- SUN COVE BOARD OF DIRECTORS -

Lake Entiat Estates



— Adopted 5.09.14



CONTACT INFORMATION

Lake Entiat Lodge Associated (Official name for Association)

AKA: Lake Entiat Estates / Sun Cove

ASSOCIATION OFFICE & STAFF

Office Mailing Address:
250 W. Beach Dr.
Orondo, WA 98843

Physical Address:
255 W. Beach Dr.
Orondo, WA 98843

Community Manager: TBD
manager@suncove.net
509-670-9879 (after hours emergency only)

Facilities/Water Manager: Thomas Everly
water@suncove.net
509-423-6215

Administrative Assistant: Lynsey Miller
admin@suncove.net
509-784-1166 (office)

Safety Services
Staffed Memorial Day to Labor Day
509-670-5182

ACCOUNTING

WPS Inc. - Tamara Szafas

Lake Entiat Estates
P.O. Box 426
Manson, WA 98831

Quarterly Assessment payments

206-286-2270 or
509-687-9511 ext 310

HOA Account Information

GENERAL INFORMATION

Association Website www.suncove.net

Board of Directors contact

- *Attend a Board Meeting:* Information is posted on the website.
- *Email:* boardofdirectors@suncove.net
- *Send a Letter:* Lake Entiat Estates Board of Directors
250 W. Beach Drive
Orondo WA 98843

Emergency (Fire, Burglary, etc.) Douglas County Sheriff.....Call 911

Power Outage.....Douglas County PUD @ 509-884-7191

Water Off or Pressure Low?

- #1) Make sure it is turned on completely.
- #2) Ask a neighbor how their pressure is.
- #3) If neighbor's pressure is the same, call the Water Manager.



Rules & Regulations



November 2021

Association Office 509-784-1166	Physical Address 255 W Beach Dr Orondo WA 98843	Mailing Address 250 W Beach Dr Orondo WA 98843
Community Manager	TBD	Office 509-784-1166 509-670-9879 (emergencies only) manager@suncove.net
Facilities Water Manager	Thomas Everly	Office 509-784-1166 509-423-6215 (emergencies only) water@suncove.net
Administrative Assistant	Lynsey Miller	Office 509-784-1166 admin@suncove.net
Safety Services	Available Memorial Day - Labor Day	509-670-5182
Board of Directors		boardofdirectors@suncove.net
Emergency (Fire, Burglary, etc.)	Call Douglas County Sheriff 1 st Call Safety Services 2 nd	911
Power Outage	Douglas County PUD	509-884-7191

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Authority

RCW 64.38.020 "Association Powers"

Unless otherwise provided in the governing documents, an association may:

1. Adopt and amend bylaws, rules, and regulations.

Intent

It is the intent of these rules and regulations to augment the recorded Covenants of Lake Entiat Lodge Associated, also known as Lake Entiat Estates or Sun Cove, to protect the value and desirability of the property and homes within our community and protect the value, function, and use of the common areas and facilities.

This guide is a summary of the Governing Documents and Board Resolutions that affect day-to-day life in the Community of Lake Entiat Estates. It does not replace the Articles of Incorporation, Restrictive Covenants (also known as CC&R's), Bylaws, or Collections Policy. Instead, it provides an overview and supplements our legal documents.

Community Rules and Regulations

Any violation of the rules and regulations below will be considered a documented offense. A violation notice will be issued for violations, stating the time frame for compliance and referring to the fine schedule for amounts. Association employees attempting to enforce rules shall not be verbally or physically threatened.

1. COMMUNITY PROPERTY

Definition. Community property is Association-owned common space including but not limited to the Clubhouse, pool, pool area, all community-maintained grounds/buildings/structures/pathways/systems, community parking areas, tennis/basketball courts, boat docks, boat launch and lagoons. The following roadways are also designated as community property: West Beach Drive, Lake Front Road, and Lakefront Drive. All other roads within Sun Cove are public roads and are owned by Douglas County.

A. Usage

- I. All Association members in good standing (current on all dues, fines, and assessments) and guests, either accompanied by a member or staying at a member's home or lot, may use all community property as prescribed by these rules.
- II. Members are responsible for ensuring their guests or anyone using their property are familiar with Association rules and regulations. Members are also responsible for any damage to Association property caused by their guests.
- III. The Association Community Manager must approve private parties/functions in writing. The event will be posted in advance in the Clubhouse (or at the BBQ cabana or beach, etc.). All group activities must have current members in attendance.
- IV. A \$300 deposit is required for the use of the Clubhouse by any member-sponsored group. The deposit is refundable if all facilities used are left in their original condition.
- V. Community property cannot be reserved on holiday weekends and can only be reserved for one weekend a month during the Summer.
- VI. Rentals are not for exclusive use.

B. Hours of Operation

Unless otherwise posted (on the property, website, or via mailing), there is no overnight camping on community grounds or sleeping in the Clubhouse.

I. Clubhouse Hours

Summer Hours (Memorial Weekend to Labor Day Weekend)

- Sunday - Thursday 8:00 AM to 10:00 PM
- Friday & Saturday 8:00 AM to 12:00 Midnight (*Sundays included on Holiday weekends.*)

Winter Hours

- Sunday - Saturday 8:00 AM to 10:00 PM
- Members may contact the Community Manager to request the Clubhouse remain open till Midnight on Friday or Saturday (*72-hour notice required*).

II. Pool Hours

- 8:00 AM to 9:00 AM Lap Use Only
- 9:00 AM to 10:00 PM General Use

III. Community Property Hours

(Excluding West Beach Drive, Lake Front Road, and Lakefront Drive)

- 6:00 AM to 10:00 PM
- Boat launch access before 6:00 AM may be requested with 72-hour notice to the Community Manager.

C. Identification Required

All vehicles parked on community property or in community parking areas must clearly display a current parking sticker on the dashboard or hanging in the rearview mirror or attached to a bumper on the vehicle's rear. Any vehicle not clearly displaying such pass will be provided a written warning for the first offense and towed at the owner's expense for all following offenses.

D. Restrictions

- I. No alcohol consumption by anyone under the age of 21 on community property.
- II. No smoking within 25' of the Clubhouse, gazebo, or pool area.
- III. No hunting on community property.
- IV. Use of the Association member directory is for the private use of residents only. Mass email, phone, or mailing of members without the approval of homeowners or the Association Board of Directors is strictly prohibited.

E. Pets

- I. While on Community/County Property, pets are required to be on a leash and under the owner's physical control at all times.
- II. No animal shall be allowed to make an unreasonable amount of noise or become a nuisance, as determined by the Board, at its sole discretion.
- III. Members are required to "clean up" after their pets.
- IV. All pets will have an identification tag with the owner's name and phone number.
- V. No pets in Clubhouse or pool area.
- VI. All pets must be under the control of the owner when off personal, private property.
- VII. All service animals must have identification.

F. Swimming Pool

We are required, as a Water Recreation Facility, to enforce Washington State pool rules. Refusing to obey the pool rules is subject to removal.

➤ **Pool Hours**

- 8:00 AM to 9:00 AM Lap Use Only
- 9:00 AM to 10:00 PM General Use

II. SUN COVE POOL RULES	III. WASHINGTON STATE POOL RULES
Appropriate swim attire only.	Shower before entering the pool.
Pool toys only, NO LARGE POOL TOYS, and all items from the river are prohibited. Pool toy use is based on the discretion of Association staff.	No food or drink within 4' of the pool.
No pets allowed.	No running or rough play.
No smoking.	Swim "diaper" or protective covering required.
No glass containers on the lower pool deck.	Children 12 and under must be with an adult (18+).
Parents are responsible for their children.	Children 13-17 must not use the pool alone.
Children 5 and under must always be accompanied by an adult (18+) in the pool.	Do not use the pool under the influence of alcohol or drugs.

G. Community Trail Rules & Etiquette

- I. **Walkers, Joggers, and Riders** – All trail users should use the right side of the trail to allow oncoming users and those coming up from behind to pass on your left, just like the rule of the road for automobiles.
- II. **Riders** – Bicycle riders should ride single file on the right side of the trail.
- III. **Passing from Behind** – Bicycle riders should pass walkers, joggers, and slower riders on the left when the trail is clear of oncoming trail users. Passing bicycle riders should announce their presence and intent to pass with "passing on your left" or a similar phrase.
- IV. No motorized vehicles or golf carts are allowed on community trails. (See the exception in 2.C.IV. below).
- V. **Waste** - Please remove all trash and recycling and place them in the nearest container.

2. MOTORIZED VEHICLES/GOLF CARTS/TRAILERS

A. County and State Law

All vehicles driven on County/Community roads are subject to county licensing and all County and State motor vehicle laws.

B. Licensed Driver

The operator of any motorized vehicle on community property must be a licensed driver. This includes but is not limited to golf carts and motorcycles.

C. Safety

- I. There must be at least 14' of clearance on Community roads. Community roads are defined in section 1 under "Definition".
- II. Motorized vehicles must have spark arresters and mufflers. This includes motorized scooters, bikes, and motorcycles, etc.
Motorized vehicles are not to be driven on others' vacant lots.
- III. Motorized vehicles and golf carts are not to be driven on community property except for community-owned roads, parking lots, and other special events designated by the Association Board of Directors.
- IV. Motorized disability vehicles and golf carts displaying a valid Sun Cove disabled parking permit may be used on community property to transport members with physical disabilities. After transport, the vehicles must then be returned to the designated accessible parking area. Sun Cove disabled parking permits are issued by the Community Manager after receiving a valid Washington State Disabled Parking permit.

GOLF CART RULES & REGULATIONS

Effective October 25th, 2011, by Douglas County Ordinance TLS 11 05-3CB and RCW 46.08.175, Golf Carts shall be allowed on all public and private roads within Sun Cove, beginning and ending with signage placed near the Sun Cove entrance on Sun Cove Road.

Golf Cart Definition.

Golf Cart (Chapter 46.04 RCW) "Golf Cart/ Mule" means a gas-powered or electric-powered four-wheel vehicle originally designed and manufactured for operation on a golf course for sporting purposes and has a speed attainable in one mile of not more than twenty miles per hour. A Golf Cart is not a non-highway vehicle or off-road vehicle as defined in RCW 46.09.020.

A. Required Golf Cart Equipment as defined by the State of Washington

The following safety equipment is required by the State and Douglas County and is subject to change: Reflectors (Chapter 46.08 RCW and RCW 46.20.500), Seat belts (49 CFR 571.500 – Chapter 46.08 RCW), and Rearview Mirrors.

B. Obedience to Rules of the Road

Any person operating a golf cart within Sun Cove shall be subject to all the duties and obligations applicable to the operator of a motor vehicle set forth by the State of Washington and Douglas County, and further shall be subject to the same penalties as provided as though the person was operating a motor vehicle.

C. Additional Requirements

Any person operating a golf cart within Sun Cove shall comply with the following:

- I. Vehicle Operator License. No person may operate a golf cart unless they have a valid Washington State vehicle operator's license.
- II. Daylight Operation. No person may operate a golf cart anytime from a half-hour after sunset to a half-hour before sunrise without headlights and taillights.

- III. Restricted Highways. No person may operate a golf cart at any time on State Highway 97. As a precaution, no golf cart shall travel on Sun Cove Road past the golf cart zone signage near the entrance monuments.
- IV. Violation/Penalty. Violations of the rules of the road or any applicable motor vehicle law will be subject to the same penalties as automobiles, enforceable by the Douglas County Sheriff (DCS) or applicable agency. Parking on community property without a current and valid registration sticker is prohibited. Driving on community property, excluding community-owned roads and parking lots, is prohibited except for other special events designated by the Association Board of Directors. Golf carts are prohibited from Association trails unless a Sun Cove disabled parking permit is displayed. Under-age driving is prohibited. Violation of any golf cart-related rule will be subject to fines per the Fine Schedule and may be in addition to any penalty enforced by the DCS.
- V. Capacity. The capacity of the persons riding in the golf cart is typically two or more if additional seated positions are available with seat belts. Maximum capacity based on available seats and belts may not be exceeded.
- VI. Golf Cart Registration. All golf carts shall be registered with Lake Entiat Estates prior to operating within the Golf Cart Zone. The purpose of the registration is to identify the owners of the golf carts being operated, as provided herein. Registration of a golf cart is not intended to warrant or guarantee that the golf cart meets any particular standard or condition or may be safely operated upon the roadway. Registration shall be made in a matter set forth as follows:
 - a. Application for golf cart registration shall be made by completing and submitting a form provided by Lake Entiat Estates.
 - b. Upon receiving the proper application, Lake Entiat Estates is authorized to issue a golf cart registration number.
 - c. Lake Entiat Estates shall not register or issue a registration number when there are reasonable grounds to believe that the applicant is not the owner of, or entitled to the possession of, such golf cart.
 - d. Lake Entiat Estates shall record the number of each registration, the date issued, the name(s), and the person's address to whom issued.
 - e. Upon issuing a registration number, Lake Entiat Estates shall also issue a decal bearing the registration number assigned to the golf cart.
 - f. Such decal shall be permanently affixed to the rear driver's side of the golf cart, which shall be plainly visible from the rear.
 - g. No person shall remove a decal during the period for which issued except upon a transfer of ownership or in the event the golf cart is dismantled and no longer operates within the Golf Cart Zone.
 - h. Lake Entiat Estates reserves the right to refuse or revoke golf cart privileges to anyone within the Sun Cove community.

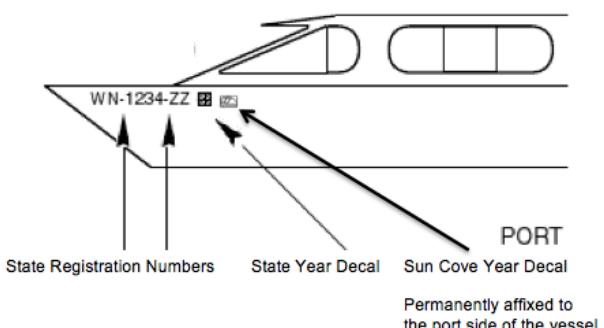
D. Parking

- I. Park only in designated parking areas. A State-issued Disabled Parking Permit is required when parking in designated accessible parking areas.
- II. Trailer Parking. Unattended (detached from tow vehicle) boat trailers left in the boat launch or on community property will be subject to fines and may be locked or removed.
- III. Boat Launch Parking Lot. On these holidays, trailer parking spots will be exclusively for a vehicle with a trailer: Memorial Day (3-day weekend encompassing Memorial Day); Fourth of July (Saturday to Sunday encompassing the 4th); and Labor Day (3-day weekend encompassing Labor Day).

3. MOORAGE

Moorage Policies

- I. All owners must provide the Community Manager a copy of their boat registration to which they are assigning their tag.
- II. Boat stickers are for the owner's use only and may not be transferred or sold.
- III. Member boats are only to be moored at the marina while the owner is in residence at Sun Cove. Boat docking facilities are to be used by members only. Guests must trailer their boats.
- IV. Homeowners with multiple "owned" boats may inquire with the Community Manager to acquire multiple stickers for a fee but are still allowed only one boat in moorage at any time.
- V. All boats must display the current year Association-issued decal on the port side (left) of the boat's bow adjacent to the WA State year sticker. A boat cover may not cover the decal, and it must be permanently affixed utilizing the adhesive from the decal.
- VI. Boats without approved Sun Cove stickers will be impounded (locked to the dock). Boat owners will pay applicable fines to retrieve impounded boats.
- VII. Docks are available on a first-come basis and may not be reserved. Any equipment, ropes, tubes, etc., left unattended and unattached to a boat will be placed onshore.
- VIII. Fueling boats and watercraft (or any vehicle) is prohibited on community property and is subject to immediate fines. Violation of this rule could be grounds for significant fines against the Association and loss of use of moorage facilities. No warnings will be given.
- IX. Personal watercrafts (PWCs) such as Jet skis are required to register and receive a sticker.
- X. PWCs are not allowed to be parked in a boat moorage slip. PWCs are required to park in designated areas only.
- XI. The designated area for PWC's is the outer perimeter of the upriver docks in the center lagoon, along the rope line in the upriver lagoon, and at any designated PWC mooring buoy in the coves.
- XII. Private PWC moorage buoys in the coves are not allowed.
- XIII. Members placing mooring buoys in the lake in front of Association Community property must provide a current Permit and License or be removed.



4. COVES & LAKE

- I. Maintain 200 feet from the shoreline while skiing or riding a personal watercraft.
- II. Boaters, personal watercraft users, and skiers are to observe common water safety rules.
- III. No swimming in or near the boat launch area or boat coves.
- IV. Comply with "no wake zone" signs.
- V. No beaching of boats on community property. This includes all watercrafts such as canoes, kayaks, paddle boards and paddleboats.

5. WASTE DISPOSAL

A. Household

- I. Household garbage may be disposed of at the community compactor site.
- II. Items such as furniture, appliances, and construction materials are not considered "household" garbage. If you are unsure if an item is allowed, please consult with a staff member.
- III. No item shall be left at or around the disposal area.
- IV. Do not leave trash at the site if the compactor is full or away being dumped.

B. Grass Clippings/Other Yard Debris

Do not deposit grass clippings or other yard debris in any other area, including but not limited to the following areas: Garbage compactor, Columbia River, vacant property, adjacent open rangeland. Disposal options include: Transfer stations in Chelan or Wenatchee or Stemilt Recycling Center in Wenatchee.

6. OUTDOOR FIRES & FIREWORKS

Outdoor Fires & Fireworks Policies

- I. No campfires, anytime, anywhere, including outdoor wood fireplaces, or coal fire pits.
- II. Controlled outdoor gas-fueled fire bowls or pits and outdoor gas-fueled enclosed fireplaces are allowed.
- III. BBQs are to be used for their intended purpose.
- IV. For safety reasons, fireworks are prohibited unless sponsored by the Homeowners Association and performed by a licensed pyrotechnic technician.

7. FALSIFIED COMMUNITY DOCUMENTS

Falsified Community Documents Policies

- I. Any person found to have duplicated (falsified) a parking or boat sticker or any Association-related document will be assessed a monetary penalty. Homeowner access to the community facilities may be denied for the following calendar year.
- II. Upon request, falsified (or questionable) documents will be immediately surrendered to any Association employee.

8. RENTAL PROPERTY

A. Rental Property Policies

Rental forms for registration and a condensed copy of the Association rules are available on the Sun Cove website at suncove.net. Hard copies of the forms can be requested by visiting or by calling the Association office at 509-784-1166. Completed forms must be sent to the Association via email at str@suncove.net or by mail to 250 W Beach Dr, Orondo, WA 98843.

- I. Effective June 1st, 2007, every home in Sun Cove that is going to be offered for long-term rental by an owner will pre-register with the Association utilizing forms provided by the Association, regardless of the rental term.
- II. All rental agreements between the renter and owner will be forwarded to the Association before the rental period. In addition to the rental agreement, the owner must forward to the Community Manager an acknowledgment of receipt of the Association rules Form signed by the renter. This applies to both long and short-term rentals.
- III. Long-term Rental Moorage Policy (Applies to those renters with a minimum one-year lease)

Owner of the Long-term rental will provide and adhere to the following:

- a. Copy of the lease agreement
- b. Copy of Long-term renter's Boat Registration
- c. Copy of Relinquishment of moorage by the owner (lot specific)
- d. Acknowledgement of one vessel per lease
- e. An acknowledgment by the Long-term renter of Mooring Rules and Regulations
- f. Long-term renter will be assigned a permit to include lease dates

B. Requirements for Long-term Rentals

- I. A copy of the lease agreement is to be provided to the Association (Per section 2 of 2020 Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates 11/30/20).
- II. In addition to the lease agreement, the owner must provide the Community Manager an Acknowledgement of Receipt of Association Rules Form signed by the renter.

C. Requirements for Short-term Rentals

- I. Owners electing to rent their home at Lake Entiat Estates (Sun Cove) must pre-register with the Association utilizing a "Short-Term Rental Application" supplied by the Association.
- II. **The application deadline is October 31st of the preceding year for requesting rental status. Should the annual cap be exceeded, a lottery drawing will take place in Mid-November** (2.1 of 2020 Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates 11/30/20).
- III. Payment of a Rental Fee. The current annual fee is located at the top of the **Short-Term Rental Application**. This fee should be submitted by November 30th, after rental status is offered. (Bylaws Article IV, Section 3.2 dated 5/23/16 by the members allows the Board of Directors to set rental fee).
- IV. Owners are required to forward to the Association a completed Sun Cove "Weekly Information Occupancy Form" for each separate rental period and an Acknowledgement of Receipt of Association Rules Form signed by the renters.
- V. See "Short-Term Rental Rules & Regulations" via association website or office.

9. COMPLAINTS AND/OR PROBLEMS

The Board of Directors urges all owners to make every attempt to solve problems themselves before using the procedures below. The name and lot number of the person filing the complaint will not be released except to the Board of Directors.

A. Complaints and/or Problems Policies

- I. Should an attempt to resolve the complaint themselves not be successful, the owner should then file a written complaint to the Board of Directors.
- II. Any owner has the right to a hearing before the Board of Directors at a reasonable time during the enforcement process.
- III. Any owner filing a complaint shall fill out and submit a **Complaint Form** found on the Association website.
 - a. In a bona fide emergency, the Board will accept a phone call, with a completed Complaint Form to follow.
 - b. Any owner filing a complaint must identify themselves.
 - c. Any owner still has the right to file a complaint with the police or other civil authority.
 - d. Petitions shall not be considered a Complaint Form.
 - e. All complaint forms shall include the applicable CCR or rule violated.
- IV. If the original problem persists, the owner may file additional complaint forms.
- V. Any owner wanting to file a complaint about a Non-Covenant/Non-Rule Issue requires two complaints from two different parties.
- VI. The Community Manager shall respond to all non-frivolous complaints within (10) ten working days of receipt of the complaint. The owner will receive a notification letter stating the nature of the complaint and any applicable penalties.
- VII. The Board of Directors reserves the right to reject any complaint if:
 - a. It is frivolous.
 - b. It is intended to be harassment.
 - c. It is vague and lacking in necessary concrete detail.
- VIII. Repeated frivolous complaints by a homeowner may be subject to fines.

10. ENFORCEMENT OF RULES / FINES

A. Personnel

Association employees are here to ensure our members' safety and preserve and protect the assets of the Association. Please remember they are enforcing the rules and regulations and treat them respectfully and with courtesy. When requested by Association staff, members will provide the appropriate information (i.e., name, address, phone number, etc.).

1. Any member physically or verbally abusing staff in any way will be subject to disciplinary action to include fines or loss of community privileges.

B. Process

What You Can Expect if You Are Found in Violation of a Rule:

- I. That the staff member is courteous and professional and treats you in a respectful manner.
- II. That you will receive an explanation of the violation.
- III. If you are issued a warning or fine, it will be explained to you with your options for resolving it.

C. Enforcement Compliance

Owners in violation of the Bylaws, CCRs, Rules and Regulations, Resolutions and Declarations adopted by the Board shall be subjected to the following procedures to enforce compliance.

- I. **First Notice of Violation:** Notification of fine, plus costs, specifying the time to come into compliance delivered in person or sent via mail or email. Staff may give a warning for the first violation, specifying the time to come into compliance. Fines for forged stickers and fueling violations are not subject to written warning. These fines are immediate.
- II. **Second Notice of Violation:** Written notification of doubling of fine, plus costs, specifying the time to come into compliance sent via certified mail in 30 days after the mailing of the first notice.
- III. **Third Notice of Violation:** Written notification of tripling of fine, plus costs, and date set for sanction hearing sent via certified mail in 60 days after the mailing of the first notice.
- IV. After the 2nd and 3rd notices of the violation, access to community property may be denied or temporarily suspended.

D. Association Rules Violation Review

The Association Board (or a committee thereof) will review infraction report. The Board may choose to address owners in writing with corrective action requests in addition to the fines as previously stated.

General Fine Schedule- *The General Fine and Fee Schedule document can be accessed at www.suncove.net/governingdocs*

E. Fines on Delinquent Association Assessments

- I. The Association shall pursue collection of all delinquent Assessments in accordance with its Collections Policy, which may be amended from time to time.
- II. Any Assessment not paid within 15 days of its due date will be subject to interest and late fees. Interest shall accrue at the higher of 12% per annum or the maximum rate allowed by law on the unpaid balance until paid. In addition, a late fee of \$50 per month will be assessed on the 15th day after the due date, then every month thereafter until paid. For example, an Assessment is due on January 1st, a \$50 late fee will be assessed if such Assessment is not paid by January 16th; an additional \$50 per month late fee will be assessed on the 16th day of each month beginning February 16th until the Assessment is paid.
- III. If multiple Assessments are due on the same due date, they will be treated as a single Assessment.
- IV. Additional fees and costs may apply; the Association may take other action to pursue collection of delinquent Assessments. See the Collections Policy for details.
- V. Members who are not current with dues and assessments may NOT use, or allow their guests to use, the community property amenities (pool, launch, Clubhouse, etc.).

F. Payment

Any fine imposed shall be paid within 15 days of notice of the fine and, if not paid, will be assessed to the lot. If not paid in 30 days, the fine doubles and the owner will be charged interest at 12% per annum. If not paid in 60 days, the account will be turned over for collections.

G. Expenses

All expenses and costs incurred by the Association or the Board of Directors, including all legal and collection costs, will be specifically assessed to the lot owner in violation.



General Fine and Fee Schedule

TYPE	\$ AMOUNT	NOTES
Assessment:		
Assessment Dues Late / Delinquency Charge	\$50	Occurs 15 Days after Payment Due Date
Water Reconnection Fee	\$50	To turn water back on after it was shut-off for delinquency
Lien (release)	\$150	
Violations:		
Boat Fueling Violations	\$1000	For fueling on Community Property
Boat Impound Fine	\$50 per Day	To retrieve impounded boatA
Compactor Violations	\$300	For disposing non-household trash
Driving Violations	\$500	For underage driving in community
Golf Cart Violations	\$100	For violating Golf Cart Rules
Covenants/Rules/Resolutions/Declarations Violations	Up to \$100 per day	For violating the Rules and Regulations, may be levied multiple times until infraction is corrected
Staff Mistreatment	Up to \$2500	For verbally or physically abusing Sun Cove Staff
Unauthorized RV Camping	\$100.00 per day	For camping on lot after allotted time per covenants
Unauthorized use of Community Pool or Clubhouse	\$500.00	For entering the pool or clubhouse after-hours or not using proper door without permission from the association
Unauthorized fires	\$1000	No ember producing burning allowed; propane firepits are allowed
Short-Term Rentals:		
Short-Term Rental Fee	Determined by Board Annually	Paid by owner, after approval offered
No Weekly Occupancy Form	\$100 per Day, Until Document Supplied	When the signed Short-term Occupancy Form has not been supplied, prior to the rental period
Renting Without Approval	\$2,000	When a property is rented out on a Short-Term Basis, without Association Approval
Advertising Without Approval	\$500	For the advertising of a property as a Short-term rental proper without Association approval.
Advertising above allowed occupancy	\$500	For advertising above the allowed occupancy by the Association
Occupancy Limit Violation	\$500	For renting above the max occupancy approved by the Association
Frivolous Complaints	\$500	For excessive frivolous complaints against a Short-term rental property
Construction:		
Commencement of construction prior to approval	\$500 1 st notice and \$750 2 nd notice	Must have approval from ARC prior to starting
Unkept lot during construction	\$300	Property must be kept clean of debris and garbage during construction



Lake Entiat Estates

TYPE	\$ AMOUNT	NOTES
Assessment:		
Assessment Dues	2021 and 2022 \$1914 Varies based on Annual Meeting vote	See Assessment Payment Schedule Quarterly Dues Dates: 1st of January, April, July, and October
Assessment Dues Late / Delinquency Charge	\$50 each month until paid in full	Occurs 15 Days after Payment Due Date
Water Reconnection Fee	\$50	To Turn Water Back on After it Was Shut-Off for Delinquency
Lien (release)	\$150	
Events:		
Community Property Reservation Deposit	\$300	Is Refundable
Event Staff Overtime Fee	\$40 per Hour	For Any Events
Banquet Table Rental	\$4 Each	For Outdoor Events
Chaffing Dish Rental	\$10 Each	For Outdoor Events
Round Table Rental	\$5 Each	For Outdoor Events
White Folding Chair Rental	\$2 Each	For Outdoor Events
Chair Replacement Fee	\$25	For Damage During an Event
Table Replacement Fee	\$100	For Damage During an Event
Keys & Permits:		
Boat - Replacement	\$20	
Boat - Additional	\$25	
Golf Cart	\$10	For Replacement or Additional Permit
Keycards	\$20	For Damaged, Lost, or Additional Cards
Mailbox Keys	\$75 - \$100	For New Lock, If All 3 Keys Are Lost
Parking Replacement - Damaged	\$10	Must Provide Damaged Permit
Parking Replacement - Lost	\$25 Each, for First 2 \$50 Each, for Additional	
Personal Watercraft	\$10	For Additional Permit
Miscellaneous:		
Access Control Fee	\$165 (\$75 for Mailbox Keys \$25 per Parking Permit \$20 per Keycard)	Paid by Seller When Keycards, Parking Permits, and/or Mailbox Keys are Not Returned Before Closing
Transfer/Demand Fee	\$85	Paid by Seller to WPS, Inc.
Water Hook-Up	\$800	To Hook Up Water to Property
Water Line/Sprinkler or Community Property Damage Fee	Replacement cost, parts, time, and labor	For damage to any community property including but not limited to water lines, sprinklers or other community assets.

***Fees and Fine amounts maybe adjusted by the Board of Directors as needed**

***All fines are subject to 12% interest per Annum**

WHEN RECORDED RETURN ORIGINAL TO:

Mr. David J. Bentsen
Speidel Bentsen LLP
P.O. Box 881
Wenatchee, WA 98807-0881

2020 AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS FOR
LAKE ENTIAT ESTATES

Reference number(s) of related documents: Douglas County Auditor's File Nos. 237174, 253591, 3008097, 3072018, 3085761 and 3128784

Grantor: Lake Entiat Lodge, Associated

Grantee: Plat of Lake Entiat Estates

Plat of Lake Entiat Estates, First Addition

Legal Description (Abbr. Form): Plat of Lake Entiat Estates, Vol. C of Plats, p. 45
and Plat of Lake Entiat Estates, First Addition, Vol. C of Plats, p. 50.

Additional legal is on page(s):

Assessor's Property Tax Parcel Account Numbers:

THIS 2020 AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR LAKE ENTIAT ESTATES ("Declaration") is dated for reference purposes December 1, 2020, and is declared and published by LAKE ENTIAT LODGE, ASSOCIATED, a Washington nonprofit corporation ("Association"):

Recitals

A. Lake Entiat Estates and Lake Entiat Estates, First Edition (together, "Lake Entiat Estates") is a residential community located in Douglas County, Washington. The

real property comprising Lake Entiat Estates is more particularly described above.

- B. Lake Entiat Estates was originally made subject to certain protective restrictions dated March 20, 1968, and recorded under Douglas County Auditor's File No. 150844 (the "1968 Covenants"). Lake Entiat Estates was also made subject to certain protective restrictions dated January 1, 1970, and recorded under Douglas County Auditor's File No. 156282 ("1970 Covenants").
- C. The 1968 Covenants and 1970 Covenants were amended by a Declaration of Amended Covenants Running with the Land dated March 27, 1986, and recorded under Douglas County Auditor's File No. 237174, as amended by an amendment entitled "Height Restriction" dated May 24, 1987, and recorded under Douglas County Auditor's File No. 253591, a Second Amendment dated January 29, 1998, and recorded under Douglas County Auditor's File No. 3008097, and a Third Amendment dated March 30, 2004, and recorded under Douglas County Auditor's File No. 3072018 (as so amended, the "1986 Declaration").
- D. The 1986 Declaration was amended by that certain Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates dated for reference purposes as of June 3, 2005, and recorded under Douglas County Auditor's File No. 3085761, as amended by First Amendment to Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates dated June 1, 2008, and recorded under Douglas County Auditor's File No. 3128784 (as so amended, the "2005 Declaration").
- E. The Association has determined that a number of both substantive and technical amendments to the 2005 Declaration are necessary for the orderly and efficient administration of Lake Entiat Estates and the Association. Therefore, the Association has elected to amend and restate in its entirety the 2005 Declaration as set forth herein and this Declaration shall supplant the 2005 Declaration in its entirety.
- F. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Declaration.
- G. The consent of a majority of the membership of the Association to this Declaration has been obtained in accordance with the Articles of Incorporation and Bylaws governing the Association, as evidenced by voter cards attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth.

NOW, THEREFORE, in accordance with Section 5 of the 2005 Declaration, as amended, this 2020 Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates is hereby declared and published, and all of that certain real property described

above shall be owned, conveyed and used subject thereto as follows:

Restrictive Covenants

1. **Lot Covenants.** All lots within Lake Entiat Estates ("Lots") and all owners of such Lots ("Owners") shall be subject to the following restrictive covenants:
 - 1.1 **Area Covered.** The area covered by this Declaration is the entire area of Lake Entiat Estates described above.
 - 1.2 **General Restrictions.** Lots platted as residential shall be used only for residential purposes. Property owned, maintained or designated as Association property shall be used for community and recreational purposes. All dwellings must be single-family dwellings, as defined by the County Code for Douglas County, Washington ("Douglas County Code"), and must be 850 square feet or larger in size. Plans for new buildings, structures and dwellings and all permittable alterations to existing buildings, structures and dwellings must comply with Douglas County land use and building codes and be approved by the Architectural Review Committee in accordance with the construction rules adopted by the Association. Except as expressly provided herein, no construction or alteration shall begin prior to Architectural Review Committee approval. Any construction or alteration prior to approval by the Architectural Review Committee will result in a fine in accordance with the rules and regulations adopted by the Board of the Association. Subject to Douglas County land use and building codes, buildings, accessory buildings, structures and dwellings, completed before adoption of these restated covenants, may be maintained or repaired as a nonconforming use (grandfathered); provided, any change or expansion of the nonconforming use shall comply with the terms and provisions of this Section.
 - 1.3 **Garages and Accessory Buildings.** Except as expressly provided in this Section 1.3, approval by the Architectural Review Committee is required for all garages and accessory buildings prior to the start of construction. No garage or accessory building shall be erected, placed or altered on any Lot until construction or placement of a single-family dwelling has begun. At no time may any garage or accessory building be used as a dwelling.
 - 1.3.1 **Sheds.** Each Lot is permitted no more than one (1) accessory building to be used for storage of equipment and materials, but not as a dwelling (a "shed"). Sheds do not require Architectural Review Committee approval. Sheds shall not be attached to a

permanent foundation, shall not have plumbing service, shall not exceed twelve (12) feet in height, shall be one hundred twenty (120) square feet or less in size, shall comply with the front yard setback requirements of Subsection 1.5.1, and shall otherwise comply with rules and regulations adopted by the Board of the Association.

- 1.3.2 Other Improvements. The following improvements shall not be considered buildings or structures, as such terms are defined in the Douglas County Code, are not garages or accessory buildings for purposes of these restrictive covenants, and are not subject to approval by the Architectural Review Committee: (i) common yard toys for children, including, but not limited to, swing sets, trampolines, wading pools and gymnastics rings; (ii) temporary Recreational Vehicle and boat covers, subject to the front yard setback requirements of Subsection 1.5.1; (iii) decks, subject to the setback requirements of Section 1.5; and (iv) remodels where the dwelling exterior is not being altered.
- 1.4 Construction; Approval of Plans. All dwellings, buildings and structures constructed and placed on the Lots shall be of a permanent finished residential character compatible and harmonious with the general area. All plans for construction of dwellings and placement of manufactured homes and modular homes must be approved by the Architectural Review Committee of the Association before construction or placement begins. All dwellings shall have an inside floor area of not less than 850 square feet.
- 1.5 Structure Location. All dwellings, buildings, structures, garages, and accessory buildings other than sheds shall be subject to the following setback requirements:
 - 1.5.1 Front Yard. Twenty-five (25) feet from the front property line. Lots bounded by more than one right-of-way shall be considered to have two front property lines.
 - 1.5.2 Side Yard. Five (5) feet from any side property line.
 - 1.5.3 Rear Yard. Fifteen (15) feet from the rear property line.
 - 1.5.4 Architectural Features Subject to Setbacks. For the purposes of this Section 1.5, cornices, eaves, steps, chimneys and decks shall be considered to be part of the building and are not permitted to project into a required setback.

- 1.6 **Utilities/Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of Lake Entiat Estates.
- 1.7 **Business Zones.** Areas designated "A" and "B" on the recorded plats of Lake Entiat Estates are zoned "business" and are to be utilized for business purposes as decided by a majority of the voting membership of Lake Entiat Estates, in accordance with Douglas County requirements and regulations.
- 1.8 **Offensive Activity.** No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- 1.9 **Manufactured Home Lots.**
 - 1.9.1 **Designated Lots.** A manufactured home will only be permitted on any one specified Lot in designated blocks as follows (each a "Designated Lot"):
 - Lots 1 through 19 and 24 through 42, Block 2.
 - Lots 1 through 18 and 43 through 59, Block 3, excluding Block 2 and 3 of the First Addition.
 - 1.9.2 **Douglas County Requirements Apply.** Manufactured homes shall meet the structural, sanitary and health requirements of Douglas County.
 - 1.9.3 **Use of Designated Lots by Recreational Vehicles.** Notwithstanding the provisions of Section 1.16, Recreational Vehicles are permitted on Designated Lots as provided in this Subsection 1.9.3.
 - 1.9.3.1 **Prior to Construction.** Prior to construction of a dwelling or placement of a manufactured home or a modular home, no more than two Recreational Vehicles are permitted on each Designated Lot specified in Subsection 1.9.1, subject to the provisions of Subsections 1.9.3.2 and 1.9.3.3.
 - 1.9.3.2 **Occupancy.** One Recreational Vehicle may be occupied for any duration of time. Such Recreational Vehicle

must not be within the right-of-way of Douglas County, must comply with the setback requirements of Douglas County for dwellings, and must be skirted if placed on the Lot for a term longer than thirty (30) days. If the foregoing requirements are not all met, then such Recreational Vehicle may be permitted for storage only, as provided in Subsection 1.9.3.3.

- 1.9.3.3 Storage. A Recreational Vehicle may be parked by the Owner of the Lot for storage only, in accordance with the rules and regulations adopted by the Board of the Association. Any Recreational Vehicle stored by the Owner of the Lot may not be connected to water or sewer, must be operable and have a current license.
- 1.9.3.4 Short Term Use by Guests or Visitors. A Recreational Vehicle may be occupied by guests or visitors for a short term not to exceed thirty (30) days, provided the Owner of the Lot is present, in accordance with the rules and regulations adopted by the Board of the Association. Any Recreational Vehicle owned by guests or visitors may not be stored on any Lot. Any Recreational Vehicle used by a guest or visitor under this Subsection must be operable and have a current license, and must be removed when the Owner of the Lot is not present for more than 24 hours.
- 1.9.3.5 After Construction. After construction of a permanent dwelling or placement of a manufactured home or a modular home on a Designated Lot specified in Subsection 1.9.1, Recreational Vehicles shall be permitted on such Designated Lot only as provided in Section 1.16.
- 1.9.3.6 Hardship Exception for Non-compliant Uses. Any Owner may apply in writing for, and the Board shall have the discretion to approve or deny, a "Hardship Exception" to delay enforcement of one or more of provisions of Section 1.9.3, and thereby permit the Owner of such Lot a temporary right to continue such non-compliant use for a limited term. In considering any requests for a Hardship Exception, the Board shall take into consideration any circumstances that have an

unusual or extraordinarily adverse economic impact on such Owner, including but not limited to job loss, divorce, death of a spouse, or bankruptcy, but shall in any event have absolute and sole discretion in deciding whether to grant the Hardship Exception. In addition, the Board shall have the discretion to limit the duration of or otherwise condition any Hardship Exception.

1.9.4 Interpretation. Nothing in this Section 1.9 shall be construed or interpreted as banning the construction or placement of a building, structure, dwelling or modular home on the above designated Lots, provided all applicable requirements of this Declaration are met.

1.10 Building Completion. Any dwelling or structure erected or placed on any Lot in Lake Entiat Estates shall be completed as to external appearance, including external finish within nine (9) months from the date of the start of construction or first placement. One extension of the building period not to exceed four months may be approved by the Architectural Review Committee of the Association. Any additional extensions of the building period must be approved by the Board of the Association.

1.11 Height Restriction. Except as set forth below in Subsection 1.11.1 below, no tree, building or other structure shall be erected, maintained or permitted to exist on any lot within Lake Entiat Estates, to the extent such tree, building or other structure exceeds the height of 22 feet as measured from the natural highpoint of the Lot as it existed before site preparation or other modification to original grade.

1.11.1 Exceptions. The following are excluded from the operation of the restriction set forth above:

- 1.11.1.1 Chimneys;
- 1.11.1.2. Radio and television antennas;
- 1.11.1.3. Any building or other structure that existed or for which a valid building permit had been issued prior to the recording of the Third Amendment to the 1986 Covenants on March 30, 2004;
- 1.11.1.4. Any tree that exceeded 22 feet in height on March 30, 2004; and

1.11.1.5. All property owned by the Association.

1.11.2 Duties. The Association conducted an inventory, as of March 30, 2004, to identify those trees that exceeded 22 feet in height. The inventory of such trees was posted at the clubhouse for not less than six (6) months, during which time any person could submit in writing to the secretary or the Association any objections or proposed additions to the inventory. The Association, acting through its Board, considered such objections and suggestions and adopted a final inventory of trees that exceeded 22 feet in height as of March 30, 2004. Based on such inventory, compliance with the restriction set forth above shall be the duty of, and shall be at the expense of, each individual Lot Owner.

1.12 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes

1.13 Lot Maintenance and Disposal of Waste. No Lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall be kept in a sanitary container. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerators or open outdoor burning will be allowed within Lake Entiat Estates. Propane or natural gas devices approved for use such as fire bowls, fire pits, barbeque grills, chimneas and space heaters may be used (see LELA Rules & Regulations for a list).

1.13.1 Lot Maintenance. Each Owner shall keep their Lot clear of junk, including, but not limited to, inoperable motor vehicles or equipment, vehicle or equipment parts, used lumber and building materials, pipe, white goods, appliances, demolition waste, any used material, or any solid waste, and such other items included in the definition of "junk" under the Douglas County Code.

1.13.2 Wildfire Prevention. Each Owner will maintain wildfire prevention barrier zones out to their property line in accordance with the rules and regulations adopted by the Board of the Association pursuant to recommendations from wildfire prevention agencies.

1.14 **Sewage System Installation.** No individual sewage disposal system shall be permitted on any Lot unless the system is designed, located and constructed in accordance with the requirements, standards, and recommendations of Douglas County. Approval of such system as installed shall be obtained from each authority. No outhouses shall be permitted. No portable toilets shall be permitted except during construction of a dwelling.

1.15 **Oil/Mining Operations.** No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon or in any Lot; nor shall oil wells, tunnels, or shafts be permitted upon any Lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

1.16 **Recreational Vehicles.**

1.16.1 **Prior to Construction.** Prior to construction of a dwelling, no more than two (2) Recreational Vehicles may be occupied on any Lot for a period of not more than three years after the Owner's purchase of the Lot; provided, all Recreational Vehicles must be removed from the Lot when the Owner of the Lot is not present.

1.16.2 **During Construction.** During construction of a dwelling, no more than two (2) Recreational Vehicles may be occupied or stored on any Lot, provided a building permit has been obtained and construction plans have been approved by the Architectural Review Committee of the Association.

1.16.3 **After Construction.** After construction of a dwelling, no more than two (2) Recreational Vehicles are permitted on each Lot, subject to the following subsections.

1.16.3.1 **Storage.** After construction of a dwelling, no more than two (2) Recreational Vehicles may be parked for storage only.

1.16.3.2 **Occupancy.** After construction of a dwelling, no more than two (2) Recreational Vehicles may be occupied for a short term not to exceed thirty (30) days, as long as the Owner of the Lot is present, in accordance with the rules and regulations adopted by the Board of the Association.

1.16.3.3 Short Term Use by Guests or Visitors After Construction. After construction of a permanent dwelling, Recreational Vehicles owned by guests or visitors may be occupied for a short term not to exceed thirty (30) days, provided the Owner of the Lot is present, in accordance with the rules and regulations adopted by the Board of the Association. Any Recreational Vehicle owned by guests or visitors may not be stored on any Lot. Any Recreational Vehicle used by a guest or visitor under this Subsection must be operable and have a current license, and must be removed when the Owner of the Lot is not present for more than 24 hours..

1.16.4 Condition of Recreational Vehicles. At all times, each and every Recreational Vehicle must be in operable condition and have a current license.

1.16.5 Applicability to Designated Lots. Use and storage of Recreational Vehicles on Designated Lots as described in Section 1.9 shall be governed by the terms of this Section 1.16 after the construction of a permanent building or placement of a manufactured home or a modular home as described in Subsection 1.9.3.5.

1.17 Delinquent Dues; Lien. The Owner of each Lot shall pay annual dues as provided in the Bylaws of the Association. In the event that dues relating to any Lot are delinquent, they shall become a lien upon such Lot. The treasurer of the Association shall file with the Auditor of Douglas County a Declaration of Lien for such unpaid dues, which Declaration shall be constructive notice to all persons of the lien for dues. The lien for dues shall be foreclosed in the manner provided by law for mortgages of real estate.

2. Rental Restrictions. Each lease or rental agreement for a Unit shall provide that it shall be subject in all respects to the provisions of this Declaration and the Bylaws, rules and regulations of the Association. All leases and rental agreements shall be in writing and a copy thereof shall be delivered to the Association before any tenancy commences. Any violation of this Declaration and the Bylaws, rules and regulations of the Association by any Lessee or occupant of a Unit shall be deemed to be a violation by the Owner of such Unit and shall be subject to the enforcement procedures set forth below.

- 2.1 **Cap on Short-Term Leases.** Initially, in calendar year 2008, the Short-Term Lease Cap shall equal to 25. The Short-Term Lease Cap may be increased ordecreased by the Board in increments of not greater than 2 in each subsequent calendar year; provided, however, that in no event shall the Short-Term Lease Cap exceed 10% of the total number of Units in Lake Entiat Estates, rounded down to the nearest whole number. No Owner shall be permitted to enter into a Short-Term Lease unless the Owner's Unit has been approved for Short-Term Leases in accordance with Section 2.2, below. Such approvals shall be deemed appurtenant to the Unit for which approval was granted, and may not be assigned to any other Unit or Owner. There shall be no restrictions on the number of Long-Term Leases.
- 2.2 **Administration of Short-Term Leases.** Any Owner desiring to use a Unit for Short-Term Leases shall submit a written request to do so to the Board of the Association. Provided that the total number of Units approved for Short-Term Leases does not exceed the Short-Term Lease Cap, such requests shall be approved by the Board on a first-come, first-serve basis. After the Short-Term Lease Cap has been reached, however, all Owners wishing to obtain Short-Term Lease approval for a Unit for a given calendar year shall be required to submit an application for Short-Term Lease approval to the Board prior to October 31 of each calendar year in accordance with the requirements established by the Board. Short-Term Lease approvals for such Calendar year shall then be allocated by the Board among all Owners submitting application by lottery or other selection process determined by the Board. The Board shall keep a waiting list of any Owner requests for Short-Term Lease approval that are denied (the "Waiting List"). Thereafter, if any additional Short-Term Lease slots become available during the course of such calendar year-whether through an increase in the Short-Term Lease Cap, a voluntary termination of a Short-Term Lease approval by any Owner, termination of Short-Term Lease approval in accordance with this Section, or otherwise-they shall be allocated by the Board to Owners on the Waiting List, with the selection process for such allocation to be determined by the Board. The Board may terminate any Short-Term Lease approval with respect to a Unit if an Owner or any of its Lessees fails to comply with applicable rules and regulations established by the Board pursuant to Section 2.5, below. In addition, Short-Term Lease approvals shall expire automatically if (i) the Unit with respect to which Short-Term Lease approval was granted is transferred and sold to a third party (other than by gift or inheritance), or (ii) the Owner of a Unit with Short-Term Lease approval fails to enter into any Short-Term Leases for such Unit during the calendar year for which such approval applied, or fails to re-register

for approval in accordance with the requirements of the Board.

- 2.3 Hardship Exception to Short-Term Lease Cap. Notwithstanding the Short-Term Lease Cap or any other terms or conditions of this Amendment, at any time the Short-Term Lease Cap has been reached, any Owner may apply in writing for, and the Board shall have the discretion to approve or deny, a "Hardship Exception" to the Short-Term Lease Cap, giving such Owner the temporary right to enter into Short-Term Leases with respect to such Unit. In considering any requests for a Hardship Exception, the Board shall take into consideration any circumstances that have an unusual or extraordinarily adverse economic impact on such Owner, including but not limited to job loss, divorce, death of a spouse, or bankruptcy, but shall in any event have absolute and sole discretion in deciding whether to grant the Hardship Exception. In addition, the Board shall have the discretion to limit the duration of or otherwise condition any Hardship Exception.
- 2.4 Prohibition Against Partial Leases. The Units are intended to be used only for single-family residential purposes. Accordingly, no Owner may enter into any Lease (whether Short-Term or Long-Term) that provides for use or occupancy of less than the entire Unit by the Lessee.
- 2.5 Leasing Rules and Regulations. The Board is authorized to adopt and promulgate rules and regulations from time to time related to the terms or conditions of Leases or the use and occupancy of a Unit by a Lessee under a Lease.

3. Prohibition Against Agreements for Third-Party Use of Community Facilities. Owners shall be prohibited from entering into any agreement or other arrangement that would allow a third party who is not an Owner or an authorized Lessee of a Unit to use the community beach, clubhouse, pools, or other designated community facilities, and where payment or remuneration of any kind is received by the Owner. The Board is authorized to adopt and promulgate rules and regulations to further the intent of this Section, which is to limit use of community facilities to Owners, authorized Lessees, and their respective invitees and guests.
4. Signage. No sign or billboard of any kind, to the extent such prohibition is permitted by law, shall be displayed on any Lot to public view, except for:
 - 4.1 Traffic Signs. Traffic and directional signs established by the Association;
 - 4.2 Legal Signs. Signs that are required for legal proceedings; and

4.3 **For Sale Signs.** Up to one sign per Lot advertising such Lot for sale but only to the extent that such sign is in compliance with rules and regulations adopted by the Association with regard to the size, materials, location, and duration of posting of the sign.

5. Rules of Construction.

5.1 **Applicable Law.** All matters concerning the validity, interpretation, construction and administration of the terms and conditions of the Declaration shall be determined in accordance with the laws of the State of Washington and the Douglas County Code, as amended.

5.2 **Definitions.** As used herein, the following terms shall be defined as follows:

“Accessory building” means a building which is subordinate to the main building or structure, and specifically includes any garage or shed.

“Building” and “structure” are synonymous and mean any combination of materials constructed, placed or erected permanently on the ground or attached to something having a permanent location on the ground, for the shelter, support or enclosure of persons, animals or property, or supporting any use, occupancy or function, but excluding all forms of vehicles even though immobilized, fences, retaining walls, and similar improvements.

“Dwelling” means a building designed exclusively for residential purposes on a permanent basis and having independent living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation, but excluding all forms of vehicles.

“Garage” means an accessory building or portion of a dwelling used for parking or temporary storage of one or more vehicles.

“Lease” means any lease agreement, sublease agreement, rental agreement, or other arrangement of any kind that provides for use or occupancy of a Unit by any third party where remuneration or payment of any form is received(a Lessee”).

“Long-Term Lease” means a Lease with a term of more than thirty days.

“Manufactured home” means a dwelling unit thirty-two feet or more in

length and at least eight feet or more in width when assembled; constructed in accordance with state or federal manufactured/mobile home construction standards as evidenced by the attachment of an insignia, designed for transportation after fabrication in one or more sections on public streets and highways on its own chassis and wheels, and arriving at the site where it is placed on a foundation or tied down and skirted, with towing tongue, axles and wheels removed.

“Modular home” means a factory-assembled structure designed primarily for use as a dwelling when connected to the required utilities that include plumbing, heating, and electrical systems contained therein, does not contain its own running gear, and must be mounted on a permanent foundation.

“Recreational Vehicle” means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a Lot.

“Shed” means a structure used for storage of equipment and materials, but not as a dwelling.

“Short-Term Lease” means any Lease with a term of thirty or fewer days.

“Short-Term Lease Cap” means the maximum number of Units with respect to which Short-Term Leases may be in effect during a given calendar year.

“Unit” means any improvement located on a Lot intended for residential occupancy, and shall include, without limitation, single-family dwellings, trailers, manufactured homes, and modular homes that have been located on Lots in accordance with the requirements set forth in the Declaration. The term “Unit” shall also include the Lot on which such improvements are located, but an unimproved Lot shall not be deemed a Unit.

6. **Waiver.** The restrictive covenants contained herein may be waived or variances may be granted by a majority of the Owners, when land contours or other circumstances would cause an undue hardship. A majority of the Owners shall be the sole judge of the necessity for waiving or varying any restrictive covenants in cases of undue hardship.

7. **Duration/Amendment.** This Declaration and the covenants set forth herein shall run

with the land and shall be binding on all parties and persons claiming under them for a period of 10 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of 10 years. This Declaration may be amended by an affirmative vote of the Owners of a majority of the Lots encumbered by this Declaration. After written notice is mailed to all such Owners, including the text of any proposed amendment, such amendment may be adopted at a meeting of the Owners or by written consent of such Owners. After adoption, any such amendment shall become effective when executed and certified by the President of Lake Entiat Lodge, Associated, and recorded in the official records of Douglas County, Washington.

8. **Enforcement.** Enforcement of this Declaration against any Owner or other person or entity violating any covenants herein shall be (i) by proceedings at law or in equity, either to restrain violation or to recover damages or both, (ii) by revocation of the privileges of such Owner, person or entity to use and enjoy the community property or services of the Association, (iii) by a fine established by the Board of the Association following reasonable notice and opportunity to be heard, or (iv) as otherwise provided in the bylaws of the Association.
9. **Recitals.** The recitals of this Declaration are incorporated herein by this reference as though fully set forth.
10. **No Election to Apply WUCIOA.** The Association has not and does not elect application of the provisions of the Washington Uniform Common Interest Ownership Act (WUCIOA"), Chapter 64.90 RCW, to Lake Entiat Estates.
11. **Full Force and Effect.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED AND EFFECTIVE as of the day and year first above written.

LAKE ENTIAT LODGE, ASSOCIATED

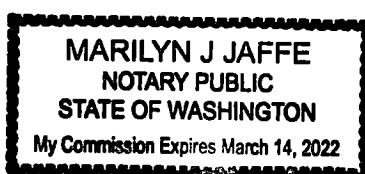
By: William A. Tucker
WILLIAM A. TUCKER
Its President

STATE OF WASHINGTON)
) ss.
County of Douglas)

On this 27th day of December, 2020, before me personally appeared WILLIAM A. TUCKER, to me known to be the President of LAKE ENTIAT LODGE, ASSOCIATED, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature: Marilyn J Jaffe
Marilyn J Jaffe, Notary Public
[PRINT NAME]



Place of Residence: Woodinville

My appointment expires: 03-14-2022

**AMENDED AND RESTATED BY-LAWS
OF
LAKE ENTIAT LODGE, ASSOCIATED**

We the membership of the above-entitled non-profit corporation (the “*Association*”), incorporated under the laws of the State of Washington, for the objects and purposes expressed in its Articles of Incorporation, do hereby adopt the following By-Laws for the government of the Association, the regulation of its affairs, and the carrying on of its business, and the same shall be and are hereby the By-Laws of said Association, and we agree to be governed thereby:

ARTICLE I
MEMBERSHIP AND VOTING

Section 1: The membership of the Association shall consist of the following: The owner in fee or contract purchaser of any lot in the plats of Lake Entiat Estates and Entiat Estates First Addition, Douglas County, Washington, shall be a member of the Association, provided that a married couple shall be considered as a single entity for the purpose of membership and co-owners of a single lot shall be considered as a single entity for the purpose of membership.

Section 2: Only members in good standing, with dues and fees paid current to the date of the meeting, shall be entitled to vote at any meeting of the membership.

Section 3: The annual meeting will be held on a Saturday in April at a location designated by the Board of Directors.

Section 4: Special meetings of the membership of the Association may be called from time to time at the discretion of the Board of Directors or by members of the Association holding a cumulative total of at least five percent of the voting interest in the Association.

Section 5: The Secretary shall provide notice to the members of all meetings. Such notice shall (i) state the place, day and hour of the meeting, (ii) state the purpose or purposes for which the meeting is called, (iii) if applicable, provide instructions for members to participate electronically in such meeting, and (iv) be delivered not less than ten or more than fifty days before the date of the meeting to each member entitled to vote at such meeting, in writing or electronically, as follows:

5.1 *Mailed Notice.* Unless members consent to electronic notice under subsection 5.2, notice of meetings must be in writing. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid.

5.2 *Electronic Notice.* Notice of meetings may be electronically transmitted to members who have delivered to the Secretary a written consent to receive electronic notice in the form attached hereto as Exhibit A. Such notice shall be provided at the email address set forth on the member’s consent. Members who have submitted consent to

receive electronic notice of meetings may revoke such consent at any time by delivering a written revocation to the Secretary.

Notwithstanding the provisions above, members, by attending or participating in a meeting, either in person or electronically, shall be deemed to have waived the notice requirements of this Section 5.

Section 6: Members may attend, participate in, and vote at meetings as follows:

6.1 *Attendance and Participation in Meetings.* Members may attend, participate in, and vote at meetings either in person or, to if provided in the notice for any such meeting, electronically. Any member attending any meeting electronically shall be deemed in attendance for the purposes of constituting a quorum and percentage of voting interests present. If any member is permitted to attend a meeting electronically, the Board of Directors shall ensure that the events of that meeting are electronically transmitted in real time, in a manner that complies with the requirements of RCW 24.03.075, and shall provide members with instructions on how they may electronically vote at such meetings, if applicable.

6.1 *Amendments to Declaration.* Pursuant to Section 5 of the Amended and Restated Declaration of Restrictive Covenants for Lake Entiat Estates ("Declaration"), members may vote on any proposed amendment to the Declaration at a meeting of the members or by written consent. Notice of any such proposed amendment shall: (i) be mailed to all members and otherwise comply with applicable notice requirements in Section 5 above, (ii) provide direction on how to return the member's written consent to the Association and (iii) specify the date by which the written consent must be returned to the Association to be eligible to be counted.

6.3 *Ballots.* The Board of Directors shall determine the form of all ballots and the wording of any question thereon. The Board of Directors may include on ballots any question on which it seeks an advisory vote.

Section 7: The attendance of ten percent (10%) of the members entitled to vote, either in person or electronically, shall constitute a quorum at any given meeting. No action taken at a meeting of the members where less than a quorum is present shall be valid or binding upon the Association. Whenever the phrases "majority vote" or "vote of the membership" are used in these By-Laws, they shall mean a vote of those members present at the meeting and entitled to vote.

Section 8: Any member of the Association may be removed by a majority vote of the membership of the Association present at a regular or special meeting of the membership. Notice of such proposed removal must be given to the member sought to be removed prior to the meeting at which the question is to be voted upon. Removal shall be for cause, and any vote of removal may also specify conditions of reinstatement.

Section 9: Any member of the Association can raise any subject for discussion at the annual meeting. The President can limit or expand these discussions at his or her discretion.

The only items which will be voted on by the membership at the annual meeting are the following:

- 9.1 Election or removal of Directors and Officers as defined by these By-Laws.
- 9.2 Raising dues or special assessments.
- 9.3 Capital improvements to Association property.
- 9.4 Changes to By-Laws or covenants.

All other matters will be directed to the Board in writing. The Board will be obligated to respond to any written or verbal input within thirty (30) days after the next scheduled Board Meeting.

ARTICLE II

BOARD OF DIRECTORS

Section 1: The business and property of the Association shall be managed by a Board of Directors elected by the membership.

Section 2: The Directors of the Association shall be elected by a majority vote of the membership of the Association present at the annual meeting of the membership.

Section 3: The term of all Directors and Officers of the Association shall commence immediately following their election at the annual meeting. Terms shall expire at the end of the applicable annual meeting.

Section 4: The Board of Directors shall consist of seven (7) members elected by the membership to serve two (2) year terms. In the odd year, four (4) Directors will leave the Board. In the even years, three (3) Directors will leave the Board. The Board of Directors will elect the President and Vice President from individuals on the Board. All other Board members will be considered Members-at-Large. The Secretary and Treasurer will be elected by the members and shall serve two year terms. All Board members and the Secretary and Treasurer may succeed themselves if re-elected by the Association members at the end of their two-year period of office.

Section 5: The Secretary and Treasurer may sit with the Board of Directors, and join in its deliberations, but they shall not be members of the Board and shall have no vote on the Board.

Section 6: The Board of Directors shall hold a minimum of four (4) meetings each year. These meetings will be conducted during the following months: March, June, September and December.

Section 7: Four (4) members of the Board of Directors shall constitute a quorum. Each member of the Board of Directors shall have one vote, which vote cannot be exercised by proxy. The Board shall act by majority vote.

Section 8: Any Director may be removed from office by a two-thirds vote of the membership present at any regular or special meeting of the membership of the Association. Notice of the proposed removal of the Director must be given to such Director prior to the date of the meeting at which such removal is to be voted upon. Such notice must state the cause for the proposed removal.

Section 9: Unexcused absence from three (3) consecutive meetings of the Board of Directors shall be due cause for removal of a Director.

Section 10: Any vacancy occurring on the Board of Directors by reason of the death, resignation, or removal of a Director shall be filled by majority vote of the Directors. Such appointee shall serve during the unexpired term of the Director whose position has become vacant.

Section 11: Meeting minutes for each Board meeting shall be made available for review by members no later than thirty (30) days after such minutes are approved by the Board of Directors. The minutes will contain a synopsis of the items discussed and voted upon by the Board of Directors.

Section 12: Any Association member who wishes to run for a Director position should provide their name and a synopsis of their experience and qualifications for the office to the Secretary prior to the annual meeting. This will allow the Secretary to prepare the ballot and attach the qualifications for the annual meeting. This information is to be delivered to the Secretary by February 1st.

If an individual wishes to run as a write-in resulting from a floor nomination at the annual meeting, he or she must be prepared to provide a verbal synopsis to the membership at that time outlining their experience and qualifications.

Section 13: The President will appoint a nominating committee from the membership prior to the annual meeting to find individuals willing and qualified to run for office.

ARTICLE III

OFFICERS

Section 1: The Officers of the Association shall consist of the President, Vice President, Secretary, and Treasurer.

Section 2: **PRESIDENT:** The President shall supervise all activities of the Association; execute all instruments in its behalf; preside at all meetings of the Board of Directors and of the membership of the Association; call such meetings of the membership as shall be deemed necessary, other than the regular meetings of the membership; and perform such other duties usually inherent in such office.

Section 3: **VICE-PRESIDENT:** The Vice-President shall act for the President in his absence and perform such other acts as the President may direct.

Section 4: **SECRETARY:** It shall be the duty of the Secretary of the Board of Directors to keep all records of the Board of Directors and of the Association, and to perform such other acts as the President may direct.

Section 5: **TREASURER:** The Treasurer shall be in charge of collection, managing, and investing the funds of the Association, and shall maintain records showing all members of the Association in good standing and all members delinquent in the payment of dues. The Treasurer shall be responsible to use the Association's funds to pay the debts of the Association and will file liens for unpaid dues. At the direction of the Board of Directors, the Association may retain professional accountants, bookkeepers, or other persons to undertake some or all of the above tasks. In that instance, the Treasurer shall be responsible for directing and supervising such professionals, and for reporting financial information to the Board of Directors.

Section 6: **MEMBERS-AT-LARGE.** The elected Members-at-Large shall represent the Association membership, and perform such other acts as the President directs, except those mentioned as duties of other Officers.

Section 7: Any Officer may be removed by a two-thirds vote of the membership present at any regular or special meeting of the membership of the Association. Notice of the proposed removal must be given to the Officer prior to the date of the meeting at which removal is to be voted upon. Such notice must state the cause for the proposed removal.

Section 8: Any vacancy occurring among the Officers of the Association by reason of the death, resignation, or removal of an Officer shall be filled by a majority vote of the Board of Directors by an individual willing to accept the position. Such appointee shall serve during the unexpired term of the Officer whose position has become vacant.

ARTICLE IV

DUES AND FEES

Section 1: Every member of the Association, provided that they are a member in good standing and have paid their dues and fees, shall be allowed to hook up to the Association water system. All associated contractor fees for the water hookup will be billed to the lot owner and must be paid within 15 days. In the event that dues or fees become delinquent, the Association shall pursue collection in accordance with a uniform and systematic procedure adopted by the Board of Directors, as may be amended from time to time (the "Collections Policy"), including imposition of any necessary charges, fees, or costs.

Section 2: Each member shall pay in advance such dues and fees as are fixed and assessed by the Board of Directors provided that such annual dues and fees shall not exceed \$300 for calendar year 1993, \$335 for calendar year 1994, \$370 for calendar year 1995. Thereafter, the maximum annual increase amount cannot exceed \$35 plus an annual adjustment based on the percentage increase of the Consumer Price Index for the prior 12-month period per lot unless specifically approved by a majority of those voting at a regular or special meeting of the

membership. The dues and fees shall be used for the expense and operation of the Association and its facilities, including salaries, taxes, maintenance, repair, capital improvements, insurance, utilities, etc. No salary is to be paid to any of the Directors.

In addition, each lot will be assessed annually \$100 as a capital improvement fund. 1993 will be the first year of this assessment. This fund will be used for improvements of Association's property as determined by the Board of Directors.

Section 3:

3.1 Dues and fees for each year will be payable in four equal quarterly payments payable on January 1, April 1, July 1 and October 1.

If the dues are not paid within 15 days of each quarter due date, interest and penalties shall accrue as set forth in the Collections Policy. Furthermore, if dues are not timely paid, the Association shall pursue collection in accordance with the Collections Policy.

3.2 Fees/Special Assessments will be paid as decided by vote of the membership at any regular or special meeting. The Board will have the authority to establish a fee for short-term rentals (rental of less than 30 days). The Board can adjust the short-term rental fee on an annual basis.

3.3 Any person who purchases a lot from the Johns Company, or other successor to the original developers, shall pay pro-rata dues and fees for the balance of the year as of the closing date, which shall be deemed the due date. In the event the new member fails to do so, such dues and fees shall be delinquent, and the Association shall pursue collection in accordance with the Collections Policy.

3.4 Any person who purchases a lot from any lot owner in Lake Entiat Estates may request from the Treasurer a statement showing all delinquent dues and fees, interest, or other charges assessed against the seller, if any. Failure to pay all such sums to the Association shall result in the buyer becoming liable for the unpaid obligations of the seller to the Association, and the Association shall have the right to pursue collection in accordance with the Collections Policy.

3.5 By assessing interest on delinquent accounts and pursuing collection in accordance with the Collections Policy, it is the declared policy of the Association that the dues and fees are assessed for the benefit of all members, that the lodge recognize the time-value of money, and that the dues and fees paying members shall not be burdened with carrying the non-paying member's share without receiving at least interest compensation.

3.6 Nothing contained in these By-Laws or the Collections Policy shall restrict the right of the Association to undertake the collection of dues and fees by any appropriate legal action.

3.7 Any member suspended or terminated for nonpayment of dues and fees to the Association may, upon written application to the Board of Directors, be reinstated as a member at the sole discretion of the Board of Directors upon showing that he or she has paid all dues and fees and accrued interest, and upon the further payment of a reinstatement charge of twenty-five dollars (\$25.00), or such fee as set in the Collections Policy.

3.8 If legal action is instituted to collect delinquent dues and fees, the Association shall be entitled to recover court costs and a reasonable attorney's fee, to be fixed by the court, and any judgment entered in favor of the Association by the court shall bear interest at the highest rate permitted by law from the date of entry until paid.

Section 4: Each lot owner in the plats of Lake Entiat Estates and Lake Entiat Estates, First Addition, contractually agreed at the time of purchase to be bound by the By-Laws of the Association. The members of the Association hereby expressly authorize the Board of Directors, or such other agent or attorney as the Board of Directors may designate, to pursue collection of delinquent dues and fees in accordance with the Collections Policy, including, the recording of liens for delinquent dues or fees, the foreclosure of such liens in the manner provided by law, the appointment of a receiver for the lot, the suspension or termination of membership in the Association, and denial of any and all privileges of the Association.

Section 5: When a member owns more than one lot within the plat of Lake Entiat Estates and Lake Entiat Estates, First Addition, he or she shall not be deemed a member in good standing unless dues and fees for each and every such lot are current. Members who are not in good standing will be denied the privileges and benefits of membership in the Association.

ARTICLE V

These By-Laws may be amended by two-thirds vote of those members present and voting at any regular or special meeting.

CERTIFICATION

I hereby certify:

That I am the duly elected and acting Secretary of Lake Entiat Lodge, Associated, a Washington nonprofit corporation;

That the foregoing Bylaws constitute the Amended and Restated Bylaws of said corporation, as duly adopted by a majority of the members at a meeting held May 15, 2021.

DATED this _____ day of _____, 20__.

Secretary

Lake Entiat Lodge Associated
Balance Sheet as of 12/31/2022 and 2021 - Tax Basis

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.

	2022 Actual	2021 Actual
Assets		
Cash		
110100 - Cash - US Bank Checking	\$ 170,265.88	\$ 171,936.89
111000 - Cash Designated to Reserves	\$ 1,699,491.24	\$ 1,436,189.30
112100 - Cash - Petty Cash	\$ 250.00	\$ 250.00
Cash Total	<u>\$ 1,870,007.12</u>	<u>\$ 1,608,376.19</u>
Accounts Receivable		
120100 - Assessments Receivable	\$ 163.90	\$ 55.29
Accounts Receivable Total	<u>\$ 163.90</u>	<u>\$ 55.29</u>
Prepaid Assets		
130100 - Prepaid - Insurance	\$ 2,135.78	\$ 2,135.78
Prepaid Assets Total	<u>\$ 2,135.78</u>	<u>\$ 2,135.78</u>
Capital Assets/Depreciation		
191000 - Property & Equipment	\$ 651,020.94	\$ 640,019.94
191100 - Accumulated Depreciation	\$ (1,872,303.00)	\$ (1,810,950.00)
192000 - Water Tank	\$ 184,764.48	\$ 184,764.48
193000 - Clubhouse Renovation	\$ 52,819.27	\$ 52,819.27
194000 - Compactor	\$ 35,807.60	\$ 35,807.60
195000 - Well #3	\$ 84,869.37	\$ 84,869.37
196000 - Waterline Project (2001)	\$ 1,767,724.31	\$ 1,767,724.31
Capital Assets/Depreciation Total	<u>\$ 904,702.97</u>	<u>\$ 955,054.97</u>
Assets Total	<u><u>\$ 2,777,009.77</u></u>	<u><u>\$ 2,565,622.23</u></u>
Liabilities and Equity		
Accounts Payable		
220100 - Accounts Payable - Vendors	\$ 3,951.60	\$ 7,651.99
220800 - Accounts Payable - Other	\$ 756.00	\$ -
222000 - Accrued Accounts Payable	\$ 300.81	\$ 576.36
Accounts Payable Total	<u>\$ 5,008.41</u>	<u>\$ 8,228.35</u>
Payroll Liabilities		
230000 - Payroll Liabilities	\$ 28,750.85	\$ 24,598.27
Payroll Liabilities Total	<u>\$ 28,750.85</u>	<u>\$ 24,598.27</u>
Additional Liabilities		
240000 - Owner Assessments in Advance	\$ 123,081.64	\$ 125,576.68
Additional Liabilities Total	<u>\$ 123,081.64</u>	<u>\$ 125,576.68</u>
Reserves/Capital		
300001 - Major Maintenance Reserve Provision	\$ 1,090,546.03	\$ 883,335.76
300002 - Water System Reserve Provision	\$ 241,059.72	\$ 212,445.20
300004 - Special Capital Reserve Provision	\$ 367,885.49	\$ 340,408.34
Reserves/Capital Total	<u>\$ 1,699,491.24</u>	<u>\$ 1,436,189.30</u>
Equity		
340000 - Member Equity - Improvements	\$ 2,438,265.38	\$ 2,438,265.38
350000 - Members' Equity	\$ (1,467,235.75)	\$ (1,415,222.75)
Equity Total	<u>\$ 971,029.63</u>	<u>\$ 1,023,042.63</u>
Net Income	<u><u>\$ (50,352.00)</u></u>	<u><u>\$ (52,013.00)</u></u>
Liabilities & Equity Total	<u><u>\$ 2,777,009.77</u></u>	<u><u>\$ 2,565,622.23</u></u>



Lake Entiat Estates

2023 ASSESSMENT PAYMENT SCHEDULE

Association Member:

Please find the 2023 Budget information, your 2022 year-end account statement, and, if applicable, 2023 coupons for quarterly payments to the Association. Coupons are not enclosed if you pay by ACH or annually / bi-annually in advance. **Payments are due the 1st day of each quarter and are considered late if received after the 15th day of the month** in which the payment is due; and therefore, subject to a \$50 late fee, plus 1% Finance Charge (applied each month until paid in full).

The Board approved the enclosed 2023 Budget, which reflects an increase of 3.54% in the annual assessment. The Membership Budget Ratification Meeting is scheduled for **January 18, 2023, at 4:00 PM**. Please see enclosed Budget Ratification Notice.

TOTAL DUE FOR 2023: \$2061

QUARTERLY PAYMENT DUE:	January 1	April 1st	July 1st	October 1st
Operations Assessment	\$318.25	\$318.25	\$318.25	\$318.25
Maintenance Reserve Assessment	\$122.00	\$122.00	\$122.00	\$122.00
Water System Reserve Assessment	\$25.00	\$25.00	\$25.00	\$25.00
Special Assessment	\$50.00	\$50.00	\$50.00	\$50.00
DUE QUARTERLY	\$515.25	\$515.25	\$515.25	\$515.25
Dates Late Fees Start:	January 16	April 16th	July 16th	October 16th
Dates Finance Charges Start:	January 31	April 30th	July 31st	October 31 st

This quarterly payment plan is available to all members; however, you may do so if you prefer to pay in full.

(1) Lockbox (Preferred for quarterly payments) Payments MUST include the account number on the check. All checks received without a coupon will be delayed one day for confirmation:

Lake Entiat Estates
P.O. Box 3632
Seattle, WA 98124-3632

- Please allow at least 10 business days for a check to reach the Lockbox. Your check must be received by the 15th; it does not matter when it was postmarked.
- Please double check that you are using the **10-digit account number** that starts with 1009....

(2) WPS, Inc. (The Association's accounting office) Send payments to this address when paying annual assessment in full, making quarterly payments without a coupon or when combining 2 or more properties on a single check:

Lake Entiat Estates
P.O. Box 426
Manson, WA 98831

(3) ZEGO/Paylease - Credit Card or E-check

Contact Tamara, (206) 286-2270, if you wish to be set up on ACH (auto payment plan) or have assessment account questions.. All other Association related questions should be directed to your on-site staff at (509)784-1166 or admin@suncove.net.

Thank you,

Lake Entiat Lodge Associated Board of Directors



COLLECTIONS POLICY

WHEREAS, the Board of Directors of Lake Entiat Lodge, Associated (the “**Association**” or “**corporation**”) is charged with the responsibility of collecting dues, fees, and special assessments from its members pursuant to Article IV of the By-Laws of Lake Entiat Lodge, Associated (the “**By-Laws**”); and

WHEREAS, from time to time members become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to a collection agency for collection so as to minimize the Association’s loss of assessment revenue.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Collection of Assessments. The Association shall pursue collection of all delinquent dues, fees, assessments and other charges authorized by the Association’s governing documents (“**Assessments**”) and shall use all reasonable and lawful methods as are deemed prudent to collect such delinquent Assessments.

2. Interest; Fees. In accordance with Section 3.A of Article IV of the By-Laws, any Assessment not paid within 30 days of its due date shall accrue interest at 12% per annum or the maximum rate allowed by law, whichever is higher, on the unpaid balance from the due date until paid (prorated, if needed, on a daily basis). Additionally, the Association shall charge the following fees for any unpaid Assessment, as appropriate:

a. Late Fee: \$50 will be assessed on the 15th day after the due date; then every month thereafter until paid. For example, an Assessment is due January 1 and if not paid by January 15th, a late fee of \$50 per month will be assessed on the 15th day of every month thereafter beginning January 16th until the Assessment is paid.

For the avoidance of doubt, if multiple Assessments are due on the same due date, they will be treated as a single Assessment for late fee purposes. Furthermore, interest will not accrue on the late fee imposed.

b. Release of Lien Fee: Costs of preparing, recording, and forwarding (if necessary) the Release of Lien.

3. Collection Agent. The manager of the Association (“**Manager**”), acting on behalf of the Association and at the direction of the Board, shall employ the services of a collection agent (collectively, the “**Collection Agent**”) and other related professionals, as needed, to carry out this resolution.



4. First Notice. The Manager is directed to send to any member who is 15 days delinquent in the payment of any Assessment, a written notice (“**First Notice**”) informing the member (a) of the amount of the delinquent Assessment, (b) imposition and amount of the Late Fee (c) request for immediate payment; (d) that interest will start accruing on the 30th day and that if such amount is unpaid more than 30 days after the original due date, the member’s access keycard(s) for the clubhouse will be deactivated and any further privileges of the corporation shall be denied

5. Second Notice. The Manager is directed to send to any member who is 60 days delinquent in the payment of any Assessment written notice (“**Second Notice**”) informing the member (a) that if the account is not paid in full within 15 days of the date of the Second Notice, a Notice of Claim of Lien will be recorded on title to the lot of the delinquent member, (b) that the delinquent member will be liable for payment of all fees and costs for preparing, recording and forwarding the Notice of Claim of Lien. (c) Additionally, water service will be denied to the property and a reconnection fee of \$50 will be charged when account is made current. Reconnection of water service will be schedule during regular work hours, (d) that the member has 15 days from date of the Second Notice to request a hearing before the Board.

6. Hearing. The Second Notice shall state that any request for a hearing with regard to the delinquent Assessment, including all reasons why the Board should not take collection action, must be submitted in writing to the Board before the Assessment becomes 75 days delinquent. If a request for a hearing is not so submitted, the member’s right to a hearing shall be deemed as waived.

7. Notice of Claim of Lien. The Manager is directed to file a Notice of Claim of Lien against the delinquent member’s lot as described in the Second Notice if the member’s assessments remain delinquent for 15 days after the date of the Second Notice.

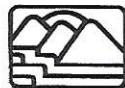
8. Third Notice. The Manager is directed to send to any member who is 90 days delinquent in the payment of any Assessment a written notice (“**Third Notice**”) that if the account is not paid in full within 10 days of the date of the Third Notice, it will be turned over to the Collection Agent for collection.

9. Referral of Accounts. The Manager is directed to refer any account that remains delinquent for 10 days after the date of the Third Notice to the Collection Agent for collection.

10. Member Bankruptcy; Foreclosure. The Manager is directed to consult with the Board to make a determination to take action immediately on any account where the member files or is the subject of a petition for relief in bankruptcy or a lender has commenced any action for foreclosure of its lien against the lot.

11. Collection Policies. The following policies shall apply to all delinquent accounts turned over to the Collection Agent for collection:

- a. All contacts with a delinquent member shall be handled through the Collection Agent. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with a member after it has been turned over to



the Collection Agent unless the Collection Agent is present or has consented to the contact.

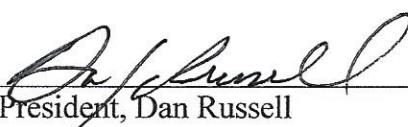
b. The Manager will maintain monthly contact with the Collection Agent and provide information to the Board as deemed appropriate.

12. Actions Timeline

Days From Payment Due Date						
1 st Day	15 th Day	30 th Day	60 th Day	75 th Day	90 th Day	100 th Day
Payment Due Date	1st Notice	Interest Starts	2 nd Notice	Lien Filing	3 rd Notice	Forward to Collection Agent
	Monthly Late Fees Start	Privileges Suspended		Water Stopped		

13. Notice to Members. A copy of this resolution shall be sent to all members at their last known address.

This resolution was adopted by the Board of Directors on March 21, 2015.



President, Dan Russell

ATTEST: 

Treasurer, J. Martin Anderson

Revision: Original

Review: Every two years or as required.

Corrections or Amendments may be submitted to the Association Treasurer.



Permit/Sticker Policy

Approved November 19, 2016

Processing for permits is performed through the onsite Association office located at 255 W. Beach Drive.

- 2 parking permits are issued annually per lot owned without fee.
- 1 Boat, 1 Personal Watercraft (PWC) & 1 Golf Cart permits per lot owned are issued without fee but require *registration. Permits are valid until replacement is necessary due to wear and tear.

* Golf Cart Registration

Member must supply a completed Sun Cove Golf Cart registration form.

* Boat & PWC Registration

Member must supply a copy of their boat registration as proof of ownership. A member may submit an adult child's registration for which they will be assigning their permit to **IF** they do not have a boat registered themselves.

Properties with multiple owners; each owner may submit a registration and receive a permit.

PERMIT FEES

LOST PARKING PERMIT: \$25/each for first 2, then \$50/each for all additional

DAMAGED PARKING PERMIT REPLACEMENT: \$10

Must provide damaged permit or will be treated as "lost"

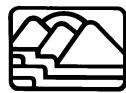
GOLF CART PERMIT REPLACEMENT OR ADDITIONAL: \$10

BOAT PERMIT REPLACEMENT: \$20 (ie: Sold boat and purchased another)

2ND BOAT OWNED: \$25

Both boats must be registered to the member & only 1 boat may be moored at a time.

PWC 2ND, 3RD, 4TH PERMITS: \$10



Recycle/Trash/Yard Waste Guidelines

Sun Cove's Recycle Trailer



❖ Recycle Trailer Guidelines

- All recyclables need to be **cleaned and sorted** correctly. Please see below for a list of what is allowed in our recycle trailer and a few items that are not.
- Recycle trailer has 8 slots (4 on each side) and recycles the following items:
 - **Corrugated cardboard** has squiggly lines in it, like the image to the right.
 - **Mixed paper** includes any kind of paper and cardboard that is not corrugated, such as **Beer and Soft Drink Boxes**.
 - **P.E.T. #1** plastics, which are clear or **transparent** green bottles. (Examples Water and Sprite Bottles)
 - **Aluminum Cans**
- Break down your boxes before placing them in the trailer and if the bins are full, either wait until the trailer is empty (emptied once a week) or use the compactor.



The following items are **NOT** allowed in the Recycle Trailer: **Glass, Garbage; Pizza Boxes; Dirty Napkins; Dog waste (especially not dog waste!!); Diapers.**

Please ensure everyone in your home, your guests, and your renters understand how to recycle correctly in our recycle trailer. Stop by the office and ask or use the compactor when in doubt.



Lake Entiat Estates

Sun Cove's Trash Compactor



❖ Household

- Household garbage may be disposed of at the community compactor site.
- Items such as furniture, appliances, and construction materials are not considered "household" garbage. If you are unsure if an item is allowed, please consult sign next to the compactor. Please note there is an immediate fine of \$300 for non-household garbage dumped in the compactor.
- No item shall be left at or around the disposal area.
- Do not leave trash at the site if the compactor is full or away being dumped.

Yard Waste Container



❖ Grass Clippings/Other Yard Debris only

- Please do not put trash, construction materials or pet waste in Yard Waste Container
- No Trees
- Disposal options include: Transfer stations in Chelan or Wenatchee or Stemilt Recycling Center in Wenatchee.