

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by INLINE CONSTRUCTION, INC., a Washington Corporation, and all of the property owners of VALLEY WEST ESTATES, herein-after designated on the signature page of this Declaration, hereinafter referred to as "DECLARANT."

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of Lots 1 through 39, Block 1; Lots 1 through 16, Block 2; Lots 1 through 13, Block 3; Lots 1 through 18, Block 4; and Lots 1 through 10, Block 5, all of VALLEY WEST ESTATES, a platted subdivision in the County of Yakima, State of Washington, which is recorded in Volume "Z" of Plats, Page 49, records of Yakima County, Washington;

NOW, THEREFORE, DECLARANT hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to SUNSET WEST MAINTENANCE ASSOCIATION, a Washington non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such

interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

(1) Pedestrian Easements. There are two 10-foot wide pedestrian access easements, which are in Block 1 of said subdivision, as follows:

- A. Extending between Lots 6 and 7; *to Dr. High*
- B. Extending between Lots 20 and 21. *to 21st Rd*

There are also two 5-foot wide pedestrian access easements located within open space Tracts A and B, as follows:

C. Extending through Tract A between Valley West Avenue and 73rd Avenue.

D. Extending through Tract B between 73rd Avenue and 74th Avenue. Two are in the interior parkways, Tracts A and B, described below. The centerline of each of said easements is the common boundary between each of the two pairs of lots named above.

(2) Interior Parkways. Tract A and Tract B are open spaces as shown on said Plat, each being 220 feet long and 50 feet wide. Tract A connects Valley West Avenue with 73rd Avenue and Tract B connects 73rd Avenue with 74th Avenue. As shown on said Plat, both Tract A and Tract B are separate from the adjoining lots. Said tracts shall be maintained for open space and for emergency vehicle access, all subject to the drainage, utility and pedestrian easements shown on said tracts. The undersigned owners reserve the right to convey said tracts subject to such purpose and easements to the owners of lots within said subdivision as tenants in common.

(3) Perimeter Fencing. A protective berm has been constructed along the Easterly portion of the lots abutting South 72nd Avenue, in the easement provided for that purpose, and a chain link fence has been installed atop said berm. Said fence shall be the property of the Association and shall be held and maintained for the benefit of all the owners of the subdivision. It is expected that the primary benefits of said fence will be to insulate the lots abutting South 72nd

Avenue from traffic congestion and the Association will direct its efforts to this end.

All of the above easements and property rights shall be held, managed and maintained for the benefit of all of the lots of the subdivision.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to INLINE CONSTRUCTION, INC., a Washington Corporation, its successors and assigns, and all of the current property owners of VALLEY WEST ESTATES, as indicated on the signature pages hereof.

Section 7. "Board" shall mean and refer to the Board of Directors of SUNSET WEST MAINTENANCE ASSOCIATION, a Washington non-profit corporation.

ARTICLE II Property Rights

Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions: the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.

ARTICLE III Membership and Voting Rights

Section 1. The Association shall have only one class of voting membership, and it shall consist of all owners of lots in VALLEY WEST ESTATES. When more than one person owns an

interest in any lot, all such persons shall be members. The vote for such commonly owned lot shall be exercised as the owners thereof determine, but in no event shall more than one vote be cast with respect to any lot.

Section 2. Except for the power to assess lots equally for the payment of the expenses of internal organization or operation of the corporation (for example, but not limited to, postage, bookkeeping expense and payment of assessments lawfully levied on lots by an entity other than this Association and proceedings to enforce payment of assessments or compliance with restrictions), any decision by this Association which subjects a lot to any expense or assessment not excepted above or which limits or controls the manner of use or enjoyment of any lot shall not be effective unless the measure received the affirmative vote of two-thirds (2/3rds) of the lots in the subdivision and in addition said measure shall not bind any lot which has been improved with a residence unless and until at least one-half (1/2) of the lots containing improvements or residences have voted for the measure, and in the case of unimproved lots, they shall not be bound by any such meaning unless and until at least one-half (1/2) of the unimproved lots have voted for the measure.

Section 3. A further limitation on voting by the lots is as follows: Expenditures for maintenance of the perimeter fence and berm and removal of berm and fence, if required, will benefit the lots on which the fence is located more than the other lots within the subdivision and those lots on which the fence is located may be assessed for maintenance and repair of said fence or said removal and relocating, at a rate of 50% more for each of those lots than is assessed against each lot which does not contain the fence, with this exception, all expenditures for maintenance pursuant to the above matters will be assessed against each lot equally.

ARTICLE IV
Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The DECLARANT, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when that assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Levy of Assessment. All expenditures for maintenance as above described shall be made pursuant to the vote of a majority of the members of the Board. The Board will in no case authorize an expenditure which would obligate any lot to a liability in any year which exceeds one-half of one percent ($1/2$ of 1%) of the valuation of the land (without improvements) of the lot according to the then records of the Yakima County Assessor. In the event the Board believes it is required to make expenditures of a greater amount, it may call a meeting of all lot owners, and a majority of the lot owners present at such meeting may authorize such additional expenditures as they deem proper. Expenditures for maintenance

nance of the perimeter fence and berm and removal of berm and fence, if required, will benefit the lots on which the fence is located more than the other lots within the subdivision, and those lots on which the fence is located may be assessed for maintenance and repair of said fence or said removal and relocating, at a rate of 50% more for each of those lots than is assessed against each lot which does not contain the fence, with this exception, all expenditures for maintenance pursuant to the above matters will be assessed against each lot equally. No assessments shall be made against any of the lots for the initial installation of sidewalks in the pedestrian easements or of the perimeter fence or berm, but improvements shall initially be installed at the expense of the DECLARANT who is the developer of said subdivision.

Section 4. Notice and Quorum For Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days, nor more than 60 days, in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board

of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In any such action, the Association may recover its reasonable attorneys' fees if it is the prevailing party. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor

shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
Superseding Effect

This Declaration amends, supersedes, and revokes all prior declarations and covenants providing for the creation and maintenance of Common Areas and for a maintenance association, including but not limited to, the following:

1. Declaration of Covenants, Conditions and Restrictions, recorded on July 8, 1981 under Auditor's File #2621108 at Volume 1084, Page 718, Records of Yakima County, Washington.
2. Certificate of Amendment to Maintenance Association Agreement Valley West Estates, recorded on July 7, 1980 under Auditor's File #2587122 at Volume 1066, Page 989, Records of Yakima County, Washington; and
3. Valley West Estates Maintenance Association Agreement, recorded on April 27, 1979 under Auditor's File #2542874 at Volume 1043, Page 465, Records of Yakima County, Washington.

ARTICLE VII
General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or

in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Section 5. FHA/VA Approval. As long as DECLARANT owns lots in the subdivision, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this Declaration this 31 day of May, 1987.