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KITTITAS COUNTY AUDITOR  
FILED REQUEST OF:  
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VistaView Estate

Declaration of Protective Covenants and Restrictions

This Declaration made and executed by Vista Estates hereinafter referred to as Developer:

WITNESSETH.

WHEREAS, Developer is the owner of certain qualities and assets of the Property be preserved in perpetuity; and values and the individuals' enjoyment thereof and to the end that the owners of said portions of the Property have a means to preserve and protect the established character of said Property;

IT IS NOW, THERE FORE, enacted that the following Protection Covenants, Restrictions, Reservations, Charges, Liens, Conditions and Easements appurtenant:

I. DEFINITION

Section 1. Real Property. The words "real property" shall mean and refer to all the Property, and additions thereto.

Section 2. Parcels. The word "parcel" shall refer to any part of the surveyed Property 1, 2, 4 and B, C, D

Section 3. Owner. The word "owner" shall mean any person, corporation, or entity that holds either fee title or vendee's interest under a real estate contract for any parcel as described in Article II hereof.

Section 4. Trustees. The word "trustees" shall refer to the Board of Trustees of the Association.

Section 5. Common Property. The words "common property" shall mean all property and structures located thereon owned by the Developer and/or Association for common use and enjoyment of all owners.

II. Property subject to Declaration and Property Legals.

Lot 3, 4 as delineated on WADE SHORT PLAT #1, No 94-35 recorded September 9, 1994, in Book D of short plats pages 153-154, under Auditor's File No 574870, being a portion of the S.E. 1/4, Section 1, Township 17 north range 18 East, W.M. Kittitas County, State of Washington. Lots B, C, D, as delineated on WADE SHORT PLAT #2, No 94-36, recorded September 9, 1994, in Book D of Short plats, pages 154-155, under Auditor's File No 574871; being a portion of the southeast 1/4, section 1, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington.

TOGETHER with all water and water rights, if any, ditches, appropriations, franchises, privileges, permit, licenses and easements that are on, connected with, or usually had and enjoyed in connection with the property.

Together with 30 shares of Ellensburg Town Ditch.

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SUBJECT TO said property currently being classified under the Open Space Taxation Statute RCW 84.34. Sale of this property without notice of compliance to County Assessor will cause a supplement assessments, interest, and penalty to be assessed against the Purchaser.

SUBJECT TO an easement for a right of way over and across the Southeast 1/4 of the 1/4 section 1, Township 17 North, Range 18 East, W.M., and other lands for the purpose of constructing, maintaining, operation and renewing an electric light line as granted by James Stevenson, an unmarried man, to the East Side Electric Distributing Company, by deed dated May 31, 1912, recorded July 27, 1912 in Book 25 of Deeds, page 143.

SUBJECT TO an easement granted to City of Ellensburg dated November 7, 1956, recorded in Book 101 of Deeds, page 116, of the right to construct, maintain, inspect and operate a pipeline of pipelines for the transportation of gas on, over and through the Southeast 1/4 of the Southeast 1/4 of said Kittitas Road and South of the existing location of the Puget Sound Power and Light Company power line. Said easement contains the following provisions:

"Grantors agree not to build, create or construct or to permit to be built, created to constructed any obstruction, building, engineering works or other structure over or that would interfere with said pipeline or lines, or grantee's rights hereunder."

SUBJECT TO easement of power line of the Puget Sound Power and Light Company, across the Southeast 1/4 of the 1/4 of said section 1, as disclosed by right of way contract

SUBJECT TO Pendens of Yakima County Superior Court Cause No. 77-2-01484-5, state of Washington, Department of Ecology, Plaintiff, vs (Numerous named Defendants) notice of which is given by Lis Pendens recorded on October 14, 1977, under the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin. Supplemental Notice of Lis Pendens filed June 4, 1980 under Auditor's File No. 442263, in Volume 131, page 63.

SUBJECT TO right of way for Kittitas Highway in an undetermined width and location.

SUBJECT TO question regarding location of fence line on South line of said tract located in the Southwest 1/4 of the Southeast 1/4 of said section 1, as disclosed by unrecorded survey.

SUBJECT TO rights, reservations, covenants, conditions, and restrictions, presently of record, and Indian Tribal Codes or Regulations, Indian Treaty or aboriginal rights, including easements of equitable servitudes.

### III. Property Restrictions

Section 1. Land Use. No part of the real property shall be used for the purposes other than agricultural, recreational, or residential. There should be no commercial orchards, vineyards, or vegetable truck farm activities requiring the use of seasonal farm labor.

Section 2. Each lot shall be maintained in a clean, sightly condition at all times and shall be kept free of all junk, trash, litter, rubbish, garbage, weeds, debris, containers, equipment (other than farm equipment) and building materials (temporary storage during construction phases excluded). However, the reasonable keeping of equipment and materials on a parcel during construction shall be permitted. All refuse and garbage shall be kept in sanitary containers which shall be concealed from view and protected from animal intrusion.

Section 3. Trees - no shrubs, trees, or foliage to exceed 16'.

Section 4. Weapons. Weapons shall be permitted on the real property but may not be discharged except for the purposes of self-defense or to protect livestock or property. No discharge shall be allowed such that it endangers life, limb or property, or interferes with the use and enjoyment of the property by any owners. Those things considered weapons include bows and arrows, crossbows, any pistol, rifle, shotgun, slingshot or pellet gun and such others as may be determined by the premises.

Section 6. Signage. No signs shall be allowed except to identify the address of property and the name of the owner of same. No advertising structures may be located, placed on the property without the prior consent of the Design Control Committee.

Section 7. Vehicles. Trucks (excluding pickups and other passenger Vehicles), boats, campers, tents, trailers, motorhomes, and commercial vehicles shall be permitted upon and parcel, providing the same is screened from view of the roads, common areas and adjacent real property. Such screening shall either be by year-round foliage or contained in a appropriately designed building for storage purposes as approved by the Design Committee.

Section 8. Parking. No vehicles shall be parked or kept on the common roadways or in any rights-of-ways unless it be upon a designated parking area.

Section 9. Recreational Vehicles. Recreational vehicles may be driven on roads only, but not on the riding and driving trails which are restricted to foot, bicycle, horse drawn or horse traffic only. The Association shall have the sole discretion in determining whether any particular vehicle and/or its use constitutes a violation of this section and may designate certain areas within real property for the exclusive use of particular vehicles or for the exclusion of particular types of vehicles.

Section 10. Noise. No loud noise shall be allowed after 9:00 p.m. or before 7:00 a.m. without the consent of all property owners. This shall not apply to noise emanating from farm, construction or lawn maintenance equipment.

Section 11. Noxious or Offense Activity. No noxious or offense activity shall be permitted to be carried on upon any parcel, nor shall anything be permitted on a parcel that may be or become a nuisance or that unreasonably interferes with the use or enjoyment of any part of the real property as may be designated by the Association.

Section 12 - Animals. Household pets, horses, ponies, mules, cattle and donkeys shall be permitted on the real property for the purposes of private use and enjoyment. No other animals, livestock, or poultry shall be raised, bred, or kept on the real property without specific authority of the Association. All such animals shall be properly restrained, fenced, otherwise kept so as to not interfere with the livestock of adjacent owners and/or so as to cause any threat or harm to any owner's use of common trails and roads on the property. All dogs shall be kept in secure enclosures and shall not be allowed or permitted to run free.

#### IV. DWELLING RESTRICTIONS

Section 1. No dwelling shall be used for any other purpose than one single family residence. There shall be no more than one resident or dwelling per parcel, except for guest accommodations.

Section 2. Minimum Size. Each main residence shall be of permanent construction and have not less than 1500 square feet of enclosed floor area of the main structure, exclusive of one story porches and garages, devoted to living purposes. No modular homes, manufactured or mobile homes are allowed.

Section 3. Maximum Height. No structure of any type shall exceed more than 35 feet in height measured from ground level to the top of the highest portion of said structure.

Section 4. Materials. The exteriors, including roofs and walls, of all structures on a parcel shall be constructed of new materials. All roofs shall be constructed of tile, shakes, including composition shingles of dimensional type, or such other material as the Design Control Committee may determine. All siding shall be constructed of LP or cedar siding.

Section 5. Setback. No house, appurtenance, or outbuilding shall be less than 25 feet from the nearest parcel boundary line and shall be located so as to avoid as much as possible the encumbrance of any view from a dwelling on an adjoining parcel.

Section 6. Plumbing. Any structures used for a dwelling shall be equipped with sanitary plumbing facilities within the structure fully connected to a septic tank system as designed, located, constructed and installed in accordance with the rules and regulations as governed by the Kittitas County Health Department and any other governmental agencies having jurisdiction thereof.

Section 7. Fences. Fences shall be well constructed of fencing materials deemed suitable by the Design Committee and shall not encumber the view of adjacent dwelling houses. Fence material lists shall be provided to and approved by the Design Committee before construction. No fence shall be constructed more than six (6) feet high and must not encroach on the platted right-of-way of road.

Section 8. Approval of Plans and Specifications. No structure shall be erected or placed upon a parcel until the plans and specifications thereof have been submitted to and are approved by the Design Committee. All structures shall conform to such approved plans and specifications and material review as submitted to and approved by the committee. All structures shall conform to such approved plans and specifications and material review as submitted to and approved by the committee.

Section 9. Completion. All work of constructing, altering, or repairing any structure on any parcel shall be diligently prosecuted from the date of its commencement until completion thereof, but in no event shall the exterior be uncompleted for more than one (1) year from the date of commencement. All construction shall be substantially completed, including exterior paint, within two (2) building seasons, unless a variance be granted by the Design Committee.

Section 10. Licensed Contractors. All contractors and subcontractors performing work on any parcel, dwelling etc., shall be licensed and bonded contractors and sub-contractors under the laws of the state of Washington, with the exception of work performed by the owner of his immediate family.

Section 11. Domestic Wells. All domestic wells shall be constructed by a licensed and bonded water well contractor and shall be constructed to Washington State Department of Ecology Water Well Standards for domestic water and shall be properly cased and sealed according to all Department of Ecology standards and Kittitas County Health Department regulations. All water wells shall be tested on a biannual basis with proof thereof submitted to the Association. Wells shall be located appropriate distances from septic tanks and other sewage disposal systems pursuant to County, State, and other governmental regulations. All pressure tanks and other well an accessory equipment shall be located in a n appropriately and approved structures meeting the qualifications of the Design Committee.

Section 12. Insurance. All structures shall be insured so as to guarantee replacement of said structure to their current fair market value. In the event of damage or destruction of any structure, it shall either be rebuilt, pursuant to plans properly approved by the Design Committee, or shall be completely removed and the land restored so as to conceal the fact that any structure existed thereon. Owners shall be insured so as to guarantee replacement of said structure to their current fair market value. In the event of damage or destruction of any structure, it shall either be rebuilt, pursuant to plans properly approved by the Design Committee, or shall be completely removed and the land restored so as to conceal the fact that any structure existed thereon. Owners shall have ninety (90) days to determine whether or not they shall rebuilt and/or remove within 240 days.

Section 13. Variance. Upon application and for good cause as may be determined by the Design Committee, a variance as to any of the above requirements may be granted upon request as long as said variance does not compromise the health or safety of the other owners of the parcels described herein.

#### V. DESIGN CONTROL

Section 1. There shall be a Design Control Committee consisting of Richard H. Wade and Karen R. Wade. Until such time as Richard H. Wade or his designated successor cease to own and/or occupy as residents any parcel within his development, Richard H. Wade and/or his successor shall constitute the Design Committee. Upon termination of ownership by Richard H. Wade or his successor and their residency on property within Vista View Estates, the Design Committee's authority shall be assumed thereafter by the three (3) members appointed by the Trustees of the Vista View Estates Homeowner's Association.

Section 2: Plans and Specifications. All plans and specifications required to be submitted to the Design Committee shall be submitted by mail to the address of the Committee in duplication. The plans to be in writing and contain the name and address of the person submitting the same and the identification of the parcel involved. Said plans shall set forth the following: the proposed location of the structure upon the lot showing distances from all relative boundaries; the elevation of the structure with reference to the existing and furnished lot grade; the overall height of the structure; the general design; the interior layout; the exterior finish materials and color, including roof materials; and such other information as may be required to determine whether such structure conforms with these restrictions and covenants.

Section 4: Authority. The Design Committee shall have the authority to determine and establish standards involving the esthetics of the structure, taking into consideration construction and color, as well as the general existing esthetics of the Vista View Estates, which consideration shall include, but not be limited to height, configuration, design, appearance, fences, outbuildings, and other structures appurtenant to the use of the dwelling. Such determination shall be binding.

Section 5: Approval Plans. Within thirty (30) days after the receipt of plans and specifications, the Design Committee shall approve or disapprove such plans and specifications, and/or make such changes as in its opinion deems necessary to conform said plans to the general considerations and spirit of these covenants and conditions.

#### VI. OWNER'S RIGHTS IN THE COMMON PROPERTIES

Section 1: Easement for Ingress and Egress. Each parcel owner, their invitees and licensees, are hereby granted a nonexclusive easement for ingress and egress over and across the roads as shown on the survey, which shall be appurtenant to each parcel; provided, however, that the Developer reserves to itself, its successor and assigns, the right to grant such other right-of-way and easements for use of such roads and easements for such purposes and uses, including access and utilities, on such terms and conditions as it deems advisable.

Section 2: Easements for Utilities. All utilities shall be buried underground in easements which shall be appurtenant to each parcel.

Section 3: Roads. The Association shall have the authority and power to assess each parcel equally for the expense of maintaining all roads. Such assessments shall be paid within thirty (30) days of Notice of Assessments mailed to parcel owners by the Association. In the event any owner of any parcel fails to pay the assessments levied, the Association may enforce said assessment by recording written Notice of said assessment with the Kittitas County Auditor, claim a lien against the parcel to which the delinquents assessments are attached, together with interest thereon at the rate of twelve percent (12%) per annum, or at such other rate as may be set by the Trustees, from the date due until paid. From and after recording such Notice, the parcel to which the assessment is attached shall be subject to a lien in favor of the Association as security for the sums designated in such Notice, together with any other unpaid assessments which may accrue thereafter, including interest thereon, until satisfied of record. Such lien may be foreclosed in the manner of a mortgage of real property and in such foreclosure action the action the Association shall be entitled to recover reasonable attorney fees and costs of searching and abstracting

public records, as well as incidental costs and court costs. No satisfaction made of record of foreclosure shall constitute a release of the Association's rights hereunder with respect to future delinquent assessments.

Section 4. Easement for Irrigation. All owners shall have the right of access of irrigation water to their parcels through existing ditches shall have there responsibility to maintain and repair all irrigation facilities which serve their property on a pro rata basis as to other owners who utilize said irrigation transmission facilities in common with other owners. The responsibility for maintenance shall be on the same proportion as the amount of water received by each owner through certain rights of way and facilities and shall be all located accordingly. Each owner shall have the right to enforce contribution as against other owners owning or utilizing said transmission facilities for irrigation purposes as provided in the enforcement portions hereof.

Section 5. Water Shares. Lots 1,2,3,4, as delineated on WADE SHORT PLAT #1, No 94-35 recorded September 9, 1994, in Book D of Sort Plats, page 153-154, under Auditor's File No 574870; being a portion of the Southeast 1/4, section 1, Township 17 North, Range 18 East, W.M., in the county of Kittitas, State of Washington. Lots A,B,C,D, as delineated on WADE SHORT PLAT #2, No 94-36, recorded September 9, 1994, in Book D of Short Plats, pages 154-155, under Auditor's File No 574871; being a portion of the southeast 1/4, Section 1, Township 17 North, Range 18 East, W.M., in the County of Kittitas, State of Washington. All 30 water shares will be divided equally with a total acreage coverage of forty five acres within the WADE SHORT PLAT No 1 and 2.

Section 6. Assessment Limits. The amount of assessments which the Association may assess each parcel shall be based upon the actual or projected costs of maintaining the community roads, driving trails, or common areas, all of which shall be determined by the Trustees of the Association.

Section 7. Speed Limit. All roads and trails shall have a ten (10) m.p.h. speed limit in effect at all times.

#### VII. GENERAL PROVISIONS

Section 1. Effect. These covenants, restrictions, easements, rights and lines shall be covenants running with the land and shall be binding upon the real property and any and all parts thereof, the parties in interest thereto, their heirs, assigns, personal representatives and successors in interest. Accepting an interest in any of the parcels hereinabove described shall constitute an agreement and acceptance by any and all person, firm or corporation accepting such interest that they and each of them shall be bound by and subject to the provisions hereof.

Section 2. Enforcement. Any of the owners of the parcels herein and/or the Association shall have the right and authority to enforce the provisions hereof and, in addition to any other remedy for damages or otherwise, shall have the right to injunctive relief. The prevailing party in any action to enforce any provision hereof shall be entitled to recover reasonable attorney fees, together with actual costs of searching and abstracting public record. Failure by the Association of 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 3. Severability. In the event the any provision hereof shall be declared invalid by any court of competent jurisdiction, it shall not affect the remaining provisions or their enforceability.

Section 4. These covenants, building and lot requirements and restrictions shall run with the land or lands within this plat and shall be binding on all parties who are owners of property within this plat and all persons claiming under them for a period of twenty-five (25) years, after which time said covenants shall be automatically extended for successive ten (10) year periods, unless by vote of a two-thirds majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

#### VIII. AMENDMENT

Section 1. These covenants and restrictions may be amended, changed, revoked or terminated in whole part by recording with the Auditor of Kittitas County, state of Washington an instrument label Declaration of Intent to Amend, which Declaration shall contain all the amendments and modifications hereto, and which shall only be recorded upon approval by a vote of at least 2/3 in favor.

Section 2. Declaration of Amendment. The Notice of Intent to Amend, in addition to the recording required above, shall be mailed first class, postage pre-paid, and certified or registered mail to all owners of all parcels within the Vista Estates. Two (2) years after completion of the service of Notice requirements upon all owners and the recording of said Notice of Intent Amend, whichever last occurs, the amendments shall again be voted on for the second time and shall again require the vote of 2/3 in favor. If said second vote does not occur on the third anniversary of the recording and appropriate notice to all owners, the date measured from whichever last occurs, the amendments will be ineffective and the Association shall revoke its Notice of Intent to Amend by written revocation thereof. Such amendments having for lack of action shall not be reviewed without repeating the process anew. The second vote on a Declaration of Intent to Amend shall not consider any new amendments except those as recorded. Any alteration or amendment to an amendment as contained within the Declaration of Intent to Amend recorded earlier shall void said amendment and require the process to start fresh.

IN WITNESS WHEREOF, the undersigned has placed his signature this day of 12 3 1999

Richard H. Wade  
Richard H. Wade

Karen R. Wade  
Karen R. Wade

DEVELOPERS

STATE OF WASHINGTON )

)ss.

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County of ~~King~~ King

On this day personally appeared before me Richard H. Wade and Karen R. Wade, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledgment that they signed the same as their free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

DATED: 11/3, 1994

*Connie E. Jensen*

NOTARY PUBLIC FOR THE STATE OF WASHINGTON

MY appointment expires: 9-18-96



