

AFTER RECORDING RETURN TO:

Ted Schmelzer
P. O. Box 999
Yakima, WA 98937

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS

Reference number(s) of related document:

Declarants: KNIK DEVELOPMENT, LLC

Abbreviated Legal Description: Lots 1-18 of Plat of Naches Meadows II, City of Naches,
Washington, recorded under Yakima County Auditor's File No. _____.

Complete legal description is on 1 of this document.

Assessor's Tax Parcel ID Nos.: Parent Parcel 171404-13407

DATED: September 5, 2006

NAME OF SUBDIVISION: NACHES MEADOWS, II

DECLARANTS: KNIK DEVELOPMENT, LLC
P. O. Box 999
Naches, WA 98937

LEGAL DESCRIPTION OF SUBDIVISION:

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The real property which is the subject matter of these restrictive covenants, is located in Yakima County, state of Washington, and is described as follows:

Lots 1 - 18 of the Plat of Naches Meadows II, City of Naches, Washington, recorded under Yakima County Auditor's File No.

INTRODUCTION:

Declarants own all of the above-described subdivision and have established a general plan for the improvement and development of the real property on which the subdivision is located, and hereby declare the covenants, conditions, reservations and restrictions as hereinafter set forth and upon which and subject to which all lots and portions of such lots shall be improved, sold, and conveyed. Each and every one of the covenants, conditions, reservations and restrictions hereinafter set forth, is for the benefit of each owner of land within the subdivision, or any mortgage or other interest therein, and shall inure to the benefit of and pass with each and every parcel of the subdivision and shall bind the respective successors in interest of the present owners. All covenants, conditions, reservations and restrictions contained in this instrument are imposed upon each and every lot in the subdivision and, shall be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.


COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS:

1. **Definitions.**

1.1 **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.2 **Subdivision.** "Subdivision" shall mean and refer to that certain real property described on attached Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration of Restrictive Covenants.

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1.3 **Lot.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Subdivision with the exception of the Common Area.

1.4 **Declarant.** "Declarant" shall mean and refer to the undersigned, its successors and assigns, as fee owner of the subject Development. At such time as Declarant no longer owns at least one Parcel, all references in this Declaration to Declarant and all rights of approval or consent held by Declarant shall refer, instead to (and be exercisable solely by) the fee owners of the Development in accordance with the provisions of this Declaration.

2. **County Zoning and Building Restrictions.** This Subdivision is located within the boundaries of the City of Naches, Washington, therefore, is subject to all ordinances, rules and regulations of the City, including, without limitation, land use, zoning and building regulations. This Declaration is to be interpreted and applied consistent with the requirements and interpretations of the rules and regulations of the City, as the same now exists or may hereafter be amended, which are specifically applicable to the property located within the Subdivision. It is the intent of this Declaration to supplement, in certain respects, existing City ordinances, rules and regulations and, in certain cases to be more restrictive in nature than the requirements set forth in such ordinances, rules and regulations. Although the zoning ordinances of the City of Naches may directly or indirectly permit uses different from or greater than those specified in this instrument, Declarants expressly intend that the land located within the Subdivision only be used for the purposes and uses specifically allowed in this instrument.

3. **Residential Use.** Each lot within the Subdivision is to be used and occupied solely for single-family residential purposes, subject to the general and specific restrictions set forth in this Declaration. For purposes of this Declaration, "single-family residential purpose" means the construction and owner occupation of a home built and designed for occupancy by a single-family, as opposed to a multiple-family unit such as a duplex, triplex, etc. Single-family use or a single-family residence shall not mean or include mobile homes, modular, manufactured or prefabricated homes, all of which shall be prohibited on lots within the Subdivision.

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4. **Building and Improvements.** No building or structure intended for or adapted to any purpose other than a single-family residence, as defined above, shall be erected, placed, permitted, or maintained within the Subdivision, or any part thereof. Without limiting the generality of the foregoing, the permitted construction and uses within the Subdivision shall be (a) single-family residences; (b) private attached, enclosed garages for the sole use of owners and occupants of the single-family residences, with a capacity of not less than two (2) cars; (c) enclosed buildings for storage of noncommercial vehicles and equipment used to maintain the residences and lots on which the same is situated; (d) private greenhouses; (e) well pump house(s) and other utility building(s); and (f) pump or bathhouses which are accessories to private swimming pools. (The improvements listed in parts (b), (c), (d) and (e) of the previous sentence are referred to as "secondary buildings.") Any secondary building must be designed and constructed as to be compatible in appearance with the single-family residence constructed on the lot. No structure of a temporary character, trailer, partially completed residence, tent, garage, shack, barn, or other outbuilding shall be used on any lot or at any time as a residence, either temporarily or permanently.

5. **Time of Construction.** The single-family residence must be constructed and substantially completed before any secondary building on any lot within the Subdivision may be used for any purpose other than uses related to the construction of the residence. All construction of properly authorized improvements on any lot within the Subdivision, once commenced, shall be diligently pursued to completion in a manner and at rate reasonably consistent with building standards prevailing in the Yakima County area with respect to high-quality residential construction. Except with the written consent of the Declarants or Architectural Committee described in paragraph 14 below, in no event shall the period of construction of any improvement, including the primary single-family residence, exceed **twelve (12) months** from the date of commencement of construction to the date the improvement is completed as to external appearance, including finished painting.

6. **Storage and Parking of Vehicles.** No motor vehicles of any kind or nature shall be parked or stored on the private or public roads within the Subdivision, it being understood by all lot owners that the road serving the Subdivision is not intended to or is not adequate for any on-street parking without interfering with traffic flows. All motor vehicles authorized in this

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Declaration shall be parked and stored on applicable lot owner's private driveways or in their garage. Recreational vehicles (RVs), commercial vehicles, utility vehicles or equipment must be parked, stored and maintained inside the respective lot owner's garage or on a "pad" reasonably site-screened from the view of adjoining lot owners and from the road serving the Subdivision.

For purposes of this paragraph, the term "recreational vehicle" means boats, trailers, motor homes, snowmobiles, motorcycles or other vehicles commonly used for recreation as opposed to the owner's primary mode of transportation. The term "commercial vehicle" shall not include automobiles or pick-ups. Visitors shall be permitted to park recreational vehicles within a lot owner's driveway or other area off the street for a period not to exceed **seventy-two (72) hours**, provided, however, the owner shall make reasonable attempts to park and locate such vehicles in a manner to provide the least interference with the view of adjoining lot owners and the street.

7. **Landscaping and General Property Maintenance.** All owners and occupiers of lots located within the Subdivision shall maintain the lots in a condition consistent with the high standards of the area, regardless of whether a residence has been constructed upon the lot. During any construction on any lots located in the Subdivision, the responsible owner(s) shall take reasonable measures to protect adjoining landowners and occupiers against dust or other nuisances. During construction, the construction site shall be operated and maintained in a reasonably tidy condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any lot within the Subdivision, and no refuse pile, garbage, unused motor vehicles or parts, or other unsightly objects shall be placed or remain on any such lot. All trash and garbage containers shall be kept and stored out-of-sight from the view of other lots within the Subdivision and from the public or private roads serving the Subdivision, except on the date scheduled for collection by the applicable governmental authority or service provider. If any owner of property within the Subdivision shall fail or refuse to keep his property free from weeds, underbrush, refuse piles, unused motor vehicles or parts, or other unsightly growths or objections, then the other owners (after the notice and reasonable opportunity to cure set forth in paragraph 17.3 below) may enter upon the property and remove the same at the owner's expense, and such entry shall not constitute a trespass. Without limiting the generality of the foregoing, the front and side yards of all lots shall be landscaped in accordance with landscaping plans approved by the Declarants or Architectural Committee at the time of plan

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review. Landscaping shall be completed within **one (1) year** from the time the building permit is issued for the construction of the residence on the lot, or such extended period as may be granted by the Declarants or Architectural Committee.

8. **Prohibition for Commercial Uses and Nuisances**. No business or profession of any nature shall be conducted or allowed upon any lot within the Subdivision and no building or structure intended or adapted for any such business or profession or any apartment house, flat building, lodging house, daycare facility, rooming house, hotel or sanitarium shall be erected, placed or permitted to remain on any lot within the Subdivision. Notwithstanding the foregoing and subject to any applicable provisions of the City of Naches Zoning Code, lot owners may have a home office or conduct a home occupation within the single-family residence constructed on the lot. Any home occupation must be of a service or professional character which is clearly secondary to the main use of the lot for single-family residential purposes and must not, in any way, change the character of such use. Permitted home occupations must have no exterior evidence of such secondary use and such occupation must be carried on and conducted only by members of the family residing in the single-family residence, in connection with which there must be kept no "stock in trade" or commodity for sale. The intent of this paragraph is to allow a homeowner or qualified occupant to conduct a business from their residence that is internal to the residential structure, but which will not generate any employee, customer or client traffic to or from the property. No room or rooms in any single-family residence located within the Subdivision or any part thereof may be rented or leased. Nothing in this paragraph, however, shall be construed as preventing the renting or leasing of an entire single-family residence, together with its improvements as a single unit to a single family, or from renting rooms to family members or private caregivers providing care to the lot owner, his or her immediate family or the property.

9. **Animals and Pets**. No domestic, wild or farm animals of any kind shall be raised or permitted within the Subdivision, other than a reasonable number of household pets (not to exceed **three (3)**), which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance to other lot owners or persons. Pets shall not be permitted to run loose or unattended. Dogs shall be on a leash and confined to their owner's property.

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Ownership or possession within the Subdivision of a vicious dog is prohibited. A "vicious dog" is described as (1) any dog which, when unprovoked, approaches any person in a vicious or threatening manner in an apparent attack anywhere other than on the owner's property; (2) any dog which has a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of persons or other domestic animals; (3) any dog which bites, inflicts injury upon, assaults or otherwise attacks a person or domestic animal without provocation on common, public or private property; and (4) any dog which is kept or trained for the purpose of dog fighting.

10. **Utility Lines - Radio and Television Antennas.** All electrical service, phone lines and other utilities serving the Subdivision or any part or parcel thereof shall be placed underground, if possible, and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas except for "mini" satellite dish antennas (a circular antenna with a diameter of **twenty (20) inches** or less) shall be erected, placed or maintained on any lot or structure located within the Subdivision. Any satellite dish antenna located on or within the Subdivision shall, to the extent possible, be located and erected so as to minimize its visibility from adjoining lots or parcels and shall be mounted on the single-family residence or a free standing pole not to exceed **three (3) feet** in height.

In order to retain the aesthetics of the Subdivision by placing all utilities serving the Subdivision underground, it may be necessary or convenient to allow adjoining lot owners access to utilities under or across their property. In order to accomplish the purposes of this paragraph, owners and occupiers of lots within the Subdivision shall cooperate with adjoining lot owners, to the extent possible, in granting temporary or permanent access to water, sewer, gas, electricity or other utilities.

11. **Building Specifications and Restrictions.** Without limiting the generality of any of the foregoing provisions contained in this instrument, all single-family residences constructed within the Subdivision must comply with the following requirements:

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11.1 **General Construction Requirement.** Each single-family residence erected upon any lot located on the Subdivision shall be architecturally designed, consistent with the general architecture and quality of the majority of the then-existing single-family residences in the immediate area.

11.2 **Size - Minimum Square Feet.** The ground floor of each single-family residence, exclusive of garages and porches, shall enclose an area of not less than 1,400 square feet for a one-story residence, in the case of a residence of more than one story, the ground floor shall enclose an area of not less than 1,200 square feet, and in the case of a residence with a daylight basement, the main floor shall enclose an area of not less than 1,200 square feet.

11.3 **Exteriors and Roofs.** All single-family residences and other structures located within the Subdivision shall be painted with two coats of paint or stain in colors consistent with existing single-family residences in the immediate area unless constructed of ornamental masonry or brick, and no residence or other structure shall be erected on a lot within the Subdivision which contains synthetic siding such as fiberglass or aluminum; provided, however, that modern siding materials generally acceptable and used in high-quality residential construction shall be allowed, provided it is consistent with the general architecture and high-quality residences located within the Subdivision. All wood siding used on the residences shall be individual board siding, such as cedar or redwood and no plywood sheeting, T-111 or similar type of siding shall be allowed. No residence or other building within the Subdivision shall have aluminum, flat gravel or tarred roofs. Acceptable roofing material shall consist of wooden shingles or shakes, architectural composition, or tile; provided, however, that modern roofing materials generally acceptable and used in high-quality residential construction shall be allowed, provided it is consistent with the general architecture and high-quality residences located within the Subdivision. Notwithstanding the building specifications and restrictions set forth in this paragraph 11, the Declarants or Architectural Committee, in its sole discretion, shall have the right to review the plans and specifications for each residence or other building to be constructed within the Subdivision and shall have the power to make any restrictions with respect to roof or siding materials to the extent that such restrictions are based on or reasonably related to protecting the aesthetics of the Subdivision.

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11.4 **Fences**. All fences located on lots within the Subdivision shall be wood, brick or other modern building materials to ensure compatibility with the high-quality, single-family residences located within the Subdivision. No chain link (slatted or unslatted) or barbed wire fences shall be allowed on any lot within the Subdivision. Fences shall be constructed in the back or side yards of lots only, consistent with all applicable height restrictions of local zoning authorities. No fences shall be constructed or placed in what is commonly referred to as the "front yard" of any single-family residence within the Subdivision. For purposes of this limitation, the "front yard" shall refer to the area from the right-of-way line of the public road denoted on the plat of the Subdivision to the nearest side of any single-family residence constructed on the lot. All natural or "living" fences or hedges shall be neatly trimmed and groomed, and also shall be subject to the height limitation set forth in any applicable zoning code or regulation.

12. **Easements**: Declarants reserve for themselves, their successors, assigns and for the benefit of all lot owners within the Subdivision, permanent easements under, along and over the easements as shown on the face of the plat or short plat of the Subdivision for the purpose of carrying utilities, water or sewage, and for the necessary maintenance of such facilities; and nothing shall be done on any other building lot that interferes with the natural drainage of surface water to the injury of other property.

13. **No Re-Subdivision of Property**: As of the date of these Restrictive Covenants, the Property has been subdivided by the Declarants into ***eighteen (18) lots and one tract***. No re-subdivision of the 18 lots recorded in Phase 1 of Naches Meadows, II shall be permitted. The Declarants or the then owner of Tract B of the parent parcel No. 171404-13407, may subdivide Tract B to create up to ***twenty-six (26)*** additional lots in compliance with applicable subdivision ordinances.

14. **Architectural Committee**. For the purpose of further insuring that the Subdivision maintains its status as an area of high quality, single family residences, the Declarants, or an Architectural Committee selected by Declarant shall be formed and shall reserve the power to control the characteristics of all residences, buildings, structures, and other improvements and alterations constructed and made on each lot within the Subdivision.

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14.1 **Selection of Committee.** Declarants shall be the initial Architectural Committee, which may also be composed of such persons as may from time to time be selected by Declarants or their duly authorized representative. In the event of the death, disability or resignation of any of the members of the Committee, the remaining members shall have and may exercise all rights and authority of the Committee, including the right to designate a representative or subcommittee to act for the Committee. Declarants shall have the right to remove Committee members.

14.2 **Control of Architectural Committee.** All privileges, powers, rights and authority contained in this instrument shall be exercised and vested in the Declarants or the Architectural Committee to be selected by Declarants. After the single family residences constructed on lot numbers 1 through 18 as designated on the plat of the Subdivision have been completed, all privileges, powers, rights and authority contained in this instrument shall be exercised and vested in a new Architectural Committee to be selected by the then owners of a majority of the lots in the Subdivision. Members of the committee shall be permanent residents in the Subdivision.

14.3 **Plan Approval.** All buildings and improvements to be constructed within the Subdivision shall be subject to written plan approval by the Architectural Committee. No residence, building or other structure shall be constructed, erected, placed or altered within the Subdivision until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme, and location of such structure, shall first have been submitted to and approved in writing by the Architectural Committee or its duly authorized representative or designee. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications submitted *within thirty (30) days* after their submission, then approval shall not be required; provided, no building or structure shall be erected within the Subdivision that violates any of the covenants, conditions, reservations and restrictions contained in this instrument.

14.4 **Evaluation of Plans.** The Architectural Committee, or its duly authorized representative, shall have the right to disapprove any plans, specifications, or locations on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the Committee, seem

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consistent with the high standards of the Subdivision. When evaluating such plans, specifications, and locations, the Committee shall have the right to require as many as four elevation drawings to scale, together with topographic records of the site and adjoining streets and lot fronts. In addition to purely aesthetic considerations, the Committee may also take into consideration the suitability of the proposed residence or other structure, the suitability of the material to be used in or on the residence or structure, the suitability of the site, the harmony of the proposed residence or structure with the surroundings, and the effect of the residence or other structure, as planned, on the outlook from adjacent or neighboring properties.

14.5 Procedures for Plan Approval. The submission for approval of plans and specifications shall be by registered mail, return receipt requested, addressed to a member of the Committee, or by personally delivering the same to a member of the Committee. The Committee shall have **thirty (30) days** from the receipt of the plans and specifications to approve or disapprove the same. No changes or deviations in the form of such plans and specifications as approved by the Committee shall be made without prior written consent of the Committee or its representative. Neither the Committee nor its representative, if any, shall be responsible for any structural defect in such plans or specifications or in any building or structure erected in accordance with such plans and specifications. The Committee shall have the authority to promulgate, from time to time, procedural standards and to establish additional procedures for submitting and evaluating plans and specifications for approval in accordance with the terms of this paragraph. Such procedures shall uniformly apply to all lot owners within the Subdivision.

14.6 Exceptions to Building Restrictions. Declarants or the Architectural Committee shall have the authority to approve plans and specifications which do not conform to the general building restrictions set forth in these Covenants in order to overcome practical difficulties or prevent hardships in the application of the restrictions; provided, however, such variations so approved shall not be materially harmful to the improvement of the other properties within the Subdivision and shall not constitute a waiver of the restrictions contained in these Covenants, but shall be in furtherance of the purposes and intent of these Covenants.

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15. **Irrigation Water.** Lots within the Subdivision are served by an irrigation water delivery system receiving water from the Clark Ditch. It is Declarants' intention to convey all shares in the Clark Ditch and irrigation water delivery system to the City of Naches, Washington, who will own, operate and maintain the system in accordance with applicable law. Notwithstanding the foregoing, owners of lots within the Subdivision agree to pay all annual assessments required by the City of Naches, Washington to operate and maintain the irrigation water delivery system to the lots within the Subdivision.

16. **Signs.** Signs other than those stating the name of the owner or occupant, the address of the lot, or customary "for sale" or "open house" signs, are prohibited on all lots or property within the Subdivision. The limited signage allowed under this paragraph shall be professionally prepared and designed and shall not exceed more than **five (5) square feet**, unless approved by the Architectural Committee set forth in paragraph 14 above.

17. **General Provisions.**

17.1 **Mortgages.** The breach of any of the covenants, conditions, reservations or restrictions contained in this instrument, or any re-entry by reason of a breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lots or portions thereof located on the subject real property; provided, however, all such covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgagee or trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

17.2 **Remedies for Breach.** The covenants and conditions contained in this instrument shall inure to the benefit of and be enforceable by (a) the Declarants, their successors or assigns; (b) the grantees in deeds conveying land within the Subdivision, their respective heirs, personal representatives and assigns; and (c) any subsequent owner of any land within this Subdivision. Such parties shall have the right to proceed at law or in equity to compel compliance with any condition, covenant, reservation or restriction contained in this instrument, or to prevent the violation or breach of any of them, or to recover damages for such breach.

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17.3 **Enforcement of Covenants - Notice.** In the event any lot owner or Declarant reasonably and in good faith determines there is a violation by any owner or owners of any of the provisions of this Declaration, then the complaining party shall give the subject lot owner(s) written notice describing with particularity the violation and allowing the subject lot owner(s) no less than **thirty (30) days** to cure the default. Should such violation continue after the giving of the required notice, Declarant or the complaining owner, as the case may be, shall be entitled to commence an action in the Superior Court in and for Yakima County, Washington, seeking injunctive or other relief and prevailing party in such action shall be entitled to recover reasonable attorneys fees, in addition to the cost of suit. In addition, should the violation involve the failure to maintain any lot or other covenant which may be corrected by the hiring of labor and purchasing of materials, and provided the work may be done without damaging property or breaching the peace, Declarant or any owner of a lot within the Subdivision, after the expiration of the **thirty (30)-day** notice, may hire the necessary labor or acquire the materials to remedy the violation and the costs thereof shall be assessed against the violating owner and lot involved, and all such costs, including **twelve percent (12%) interest** and reasonable attorney's fees, shall constitute a lien on the lot once filed with the Yakima County Auditor as provided by law. Provided such lien is properly established in accordance with the Covenants, such lien may be foreclosed using the procedures for foreclosing mechanics or materialman's liens under the laws of the State of Washington.

17.4 **Non-Waiver of Breach.** The failure of the Declarants or any other person or organization to promptly enforce any covenant, condition, reservation or restriction contained in this instrument shall not constitute a waiver of any such condition, covenant, reservation or restriction, or the right to enforce them in the future. Under no circumstances shall any action be brought or maintained by any person whomsoever against Declarants or other lot owners, for or on account of their failure to enforce any breach of the covenants, conditions, reservations and restrictions contained in this instrument, or for imposing restrictions in this instrument which may be later found unenforceable.

17.5 **Term of Covenants.** These covenants shall be considered as covenants running with land and shall be binding upon the parties, persons, and corporations owning land in the Subdivision, and their heirs, personal

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representatives, successors and assigns, until December 31, 2025; provided, these covenants and restrictions shall automatically extend in their entirety for successive periods of **ten (10)** years, unless by appropriate instrument in writing, consent to their termination, in whole or part, has been executed and acknowledged by not less than a majority of the lot owners within this Subdivision and filed in the official records of the Yakima County Auditor.

17.6 **Amendment**. This Declaration may be amended with the approval of not less than **seventy-five percent (75%)** of the lot owners within the Subdivision; provided, however, no amendment placing a financial obligation on an owner or requiring a then allowed use or existing structure to be terminated shall be effective unless approved by all lot owners within the Subdivision.

17.7 **Voting**. Each lot located within the Subdivision shall be entitled to **one (1)** vote on any matters requiring lot owner approval (see paragraphs 17.5 and 17.6 above) and in the event there are multiple owners of any one lot, the lot owners still shall be entitled to only **one (1)** vote with respect to each lot and in the event the owners of any individual lot cannot agree, then no vote shall be counted for such lot.

17.8 **Severability**. In the event any one or more of the covenants, conditions, reservations and restrictions contained in this instrument is declared, for any reason, by a court of competent jurisdiction to be unenforceable or void, all covenants, conditions, reservations and restrictions which remain and are not expressly held to be void or unenforceable, shall continue to remain in full force and effect.

DATED this 6th day of September, 2006.

DECLARANTS:


MANAGING MEMBER
KNIK DEVELOPMENT, LLC

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