

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, are the owners of all the following described property situated in Yakima County, Washington, to-wit:

Lots 1-26 of Ahtanum Valley Estates recorded under auditor's file No. 7591216, records of Yakima County, Washington.

That we do hereby render the above described real property, subject to the following restrictive covenants, and the same are hereby imposed on each and every lot thereof; that said covenants shall run with the land, and shall be binding on all subsequent grantees, their heirs, successors and assigns, who shall purchase or take title to the lots thereof, by acceptance of a purchase contract or deed thereto, accepts and agrees to the said covenants as hereinafter stated, to-wit:

1. **LAND USE AND BUILDING TYPE:** Each lot shall be used for single family dwelling and private garage not to exceed three (3) cars on lots 4-23 and a minimum of three (3) car garages on lots 1-3; 24-26. Furthermore lots 1-3; 24-26 shall have the option to construct a separate detached garage/shop on the property with a minimum of two (2) car bay. One such bay on this outbuilding may include a larger bay to accommodate an RV. The material, painting and overall construction and look to said detached outbuilding shall be consistent with that of the personal residence on the same lot and such building and plans will need to be approved by the Architectural Committee. All homes constructed on all lots shall be a minimum of 2000 square feet. No building shall be constructed, erected, altered, placed or permitted to remain on any lot except one detached single family dwelling (separate shop allowed with approval) to be constructed completely of new materials. No mobile and/or manufactured homes shall be placed on any lot as a permanent residence. No Barns of any kind are allowed. All buildings shall be kept in a neat and orderly condition and maintained in such a manner as not to become a nuisance or offensive to the adjoining properties. No building or structure may be moved onto the property from another site, with the exception of a construction site building of temporary nature for no longer than one year. No structure on said lot shall be occupied as a residence until the installation of adequate plumbing connected to sewer as approved by the Yakima County Health Department. All dwelling and/or garages shall be located on each lot in compliance with the set back requirements of the Yakima County Zoning ordinance. All dwelling and/or garages shall be constructed with concrete and/or block foundations. All dwellings constructed thereon on each lot shall be completed as to the exterior within twelve months (12) from date a building permit is issued.
2. **FENCING:** Decorative hedges, fences or walls, other than retaining walls, may be erected, placed or altered on any lot, provided said fences, hedges or walls are not more than six (6) feet in height above the ground level, and provided said fences, hedges or walls are not extended nearer to the street than the building set-back line and the street or in an area which might obstruct the view from adjoining lots, written approval for such fence, hedge or wall must be obtained in writing from the Architectural Control Committee. Trees which might obstruct the view of the adjoining lot will be kept trimmed to such height as not to obstruct the view of the adjoining lot or lots.

3. **TEMPORARY STRUCTURES:** No structure of a temporary character, basement, tent, shack, garage or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. Travel trailers may be kept or stored upon said lots and may be kept and occupied by visitors on vacation, but not be used as permanent residences. Said travel trailers shall not be permitted for use as habitation on the property. Furthermore is said travel trailers are used by visitors, they must get permission from the homeowners association for any stay longer than 14 days.
4. **ANIMALS:** Only domesticated animals are allowed on said property and no more than four (4) of this kind. No Cattle, swine, goats, poultry, fowl, horses or other farm animals shall be kept or stabled on any of the lots located within the subdivision. Household pets must be kept, maintained and controlled to avoid creating a nuisance to adjoining lot owners. Such nuisance-avoidance measures shall include, but are not limited to, confinement of household pets to the owner's own lot or property, exercising pets on a leash, and taking reasonable measures to prevent barking and other noises from household pets disturbing adjoining lot owners
5. **EQUIPMENT STORAGE:** No machinery, appliances or structure shall be placed, parked, operated or maintained thereon any lot, except as may be usual and customary in the maintenance of a private residence.
6. **EASEMENTS:** Easements, as shown on the plat are reserved for installation and maintenance of irrigation water and sewer pipe lines, power and telephone lines, and other public utilities of every nature.
7. **SIGNS:** No billboards, signs or advertisements may be erected or maintained on any lot. Provided, however, that permission is hereby granted for the erection and maintenance of no more than one (1) signboard on each lot or tract as sold and conveyed, which signboard shall be not more than five (5) square feet in area and may be used for the sole and exclusive purpose of advertising for sale or lease of said lot or tract upon which it is erected. The right is reserved to erect two large signs advertising the sale of said subdivision.
8. **NUISANCES:** No trash, ashes, or other refuse may be thrown or dumped on any lot in said subdivision. No building material of any kind shall be placed or stored upon any lot in said subdivision until the owner is ready to commence construction, and then such material shall be placed within the property lines of said lot on which construction is to be completed, and shall not be placed on the streets. All lots must be cleared of refuse promptly upon completion of the construction. Vacant lots shall be kept free from refuse. No noxious or offensive trade or activity shall be carried on upon said lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or poultry except generally accepted household pets shall be kept on said lots.
9. **LANDSCAPING AND GENERAL PROPERTY MANGEMENT:** 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 occupants against dust or other nuisances. During construction, the construction site shall be operated in a reasonable and tidy condition. Without limiting the generality of the foregoing, the front and side yards of all lots shall be landscaped in accordance with reasonable standards as are generally consistent with the plat of Ahtanum Valley Estates. Landscaping of all front and side yards shall be completed within twelve (12) months from the time the building permit is issued for the construction of the residence on the lot.

10. **APPLICATION FOR BUILDING APPROVAL:** No structure shall be commenced, erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation. Approval of the Architectural Control Committee shall not be unreasonably withheld; provided, however, no structure shall be erected on any lot of such an unusual extraordinary or bizarre design as will lessen the value of neighboring property or will be inconsistent with the development of the subdivision. All structures to be erected on said property shall be in accordance with all applicable laws and regulations of the State of Washington, ordinances of the County of Yakima, and other governmental agencies. In the event the Architectural Control Committee, or its designated representative, fails to approve or disapprove in writing within thirty (30) days after plans and specifications have been submitted to it, approval will be deemed given.
11. **ARCHITECTURAL CONTROL COMMITTEE:** Said Committee is composed of RUSSELL ROBERTS, DAMON EWING, and GREG SPURGIN. A majority of the Committee may designate a representative to act for it on any matter which shall have been regularly approved. In the event of death or resignation of any member of the Committee the remaining member(s) shall have the full authority to designate a successor, which designation shall be made within ninety (90) days. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed. At any time, the recorded owners of the majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties, each property owner being entitled to one (1) vote for each lot owned.
12. **BINDING:** These covenants and restrictions shall run with the land and shall be binding on all owners of the property on the said tract and all persons claiming under them until November 30, 2017, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the then owners of the majority of the lots, it is agreed to change said covenants, in whole or in part, the ownership of each lot entitling the owner to one (1) vote.
13. **AMENDMENTS:** The foregoing covenants and restrictions shall remain in full and effect from November 30, 2007; providing, however, that the same may be amended at any time by duly recorded written instrument executed by the owners of 75%, or more, of the lots within the subdivision.
14. **ENFORCEMENT:** The foregoing covenants and restrictions may be enforced by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction, including construction for a residence, structure, fence, wall, or hedge, without the written consent of the Architectural Control Committee, (unless said Committee fails to approve or disapprove within thirty (30) days as hereinabove provided) either to restrain violations or to recover damages. In case of any violation of these covenants or restrictions, the then owners of any lots therein, or said Architectural Control Committee or any member thereof shall have the right to sue for and obtain an injunction to prevent the violation thereof, or enforce the observance of these covenants or restrictions, of any violation hereof; and the failure of the owners of said lots or said Committee to enforce any of the conveyances and restrictions herein set forth at the time of violation, shall not be deemed a waiver of the right to do so thereafter or for subsequent or other violations.
15. **SEVERABILITY:** In the event that any of the covenants or restrictions herein contained shall be held invalid by any court of competent jurisdiction, such holding shall not affect or invalidate other items or conditions thereof, and the same shall remain in full force and effect.
16. **OTHER COVENANTS INEFFECTIVE:** These amended restrictive covenants shall be the only restrictive covenants applicable to Ahtanum Valley Estates, Lots 1 thru 26, and supersede the previous restrictive covenants and further supersede any and all restrictive covenants which may be in conflict herewith, including, but not limited to, those disclosed by instrument recorded