

**DECLARATION OF COVENANTS, RESERVATIONS
AND RESTRICTIONS AFFECTING VALLEY ESTATES**

WHEREAS, VALLEY MANUFACTURED HOUSING, INC., a Washington corporation, "Declarant" herein, is the owner of the following described real property situate in Yakima County, State of Washington, to - wit:

Lots 1 through 157, Valley Estates Plat, recorded in Volume _____
DD of Plats, page 58, records of Yakima
County.

AND

WHEREAS, Declarant desires to place reservations and restrictions on said real property for the improvement thereof and the protection and benefit of itself and future owners thereof,

NOW, THEREFORE, Declarant hereby declares that all the property 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 above described property and be binding upon and shall inure to the benefit of all parties having any right, title, or interest in the described property 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" or "Homeowners Association" shall mean and refer to Valley Estates Maintenance Association, a Washington non-profit corporation, its successors and assigns.

SECTION 2: "Common Area" shall mean that part of Valley Estates Plat, including the improvements thereon, owned by the Association for the common use and enjoyment of the owners. Ownership of the common areas and the improvements thereon, shall be transferred to Valley Estates Maintenance Association at such time as the ownership of 79 lots have been transferred by Declarant.

SECTION 3: "Declarant" shall mean and refer to Valley Manufactured Housing, Inc., a Washington corporation, its successors and assigns.

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SECTION 4: "Lot" shall mean any of the plots of land described above as part of Valley Estates recorded plat or any recorded modification thereof, but shall not include any common areas as delineated on said plat.

SECTION 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, and shall include contract purchasers, but shall not include those having such interest as security for the performance of an obligation.

SECTION 6: "Plat" shall mean the Valley Estates Plat recorded on Page DD of Plats 58, records of Yakima County.

SECTION 7: "Property" shall mean and refer to the real property described above and any additions thereto as may hereafter be included by amendment of the Valley Estates Plat.

ARTICLE II PROPERTY RIGHTS

SECTION 1: Owners Easements. Every owner shall have a right to the use and enjoyment of the common areas which shall be appurtenant to and shall pass with the title of every lot, subject to the following provisions:

- A. The right of the Homeowners Association to suspend the right of use of the common areas by an Owner or an Owner's designated occupier of an Owner's lot for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- B. The right of the Homeowners Association to dedicate and 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 upon by the Association; provided that any such dedication or transfer shall require approval of at least two-thirds majority vote of all lot owners.

SECTION 2: Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Association, his right of enjoyment in the common area and facilities to his tenants or family members who reside on the property.

SECTION 3: Community Center. Tract "A: as delineated on the plat shall be designated a common area upon which Declarant will construct a community

center consisting of a clubhouse, swimming pool and tennis court at such time as the ownership of 79 lots have been transferred from Declarant's ownership, but in no event later than two years from the date hereof. Upon the construction of said facilities, Declarant will transfer the ownership thereof to the Homeowners

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Association for the use and enjoyment of its members, as well as the ownership of the fence around the perimeters of lots 1 through 157.

SECTION 4: Vehicle Storage. Tract "B" as delineated on the plat shall be designated a common area to be owned, managed and maintained by the Homeowners Association for the purpose of storing and parking recreational vehicles, boats, trailers, and vehicles owned by its members. The Association may charge monthly or annual fees to members for the use thereof as determined by the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

SECTION 1; Every owner of a lot shall be a member of the Homeowners Association, which membership shall be appurtenant to said lot and may not be separated therefrom. All owners of lots shall be subject to the provisions of the Articles of Incorporation and/or the By-Laws of Valley Estates Homeowners Association.

SECTION 2: Voting right of members of the Association shall be as set forth in the Articles of Incorporation of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: Creation of Lien and Personal Obligation for Assessments. The 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 Homeowners Association annual or monthly assessments, charges, or special assessments; such assessments to be established and collected as provided in the Articles of Incorporation and By-Laws of the Association. The annual and special assessments, together with interest, costs and reasonable attorney fees for their collection, 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 fees, shall be the personal obligation of the owner of such property at the time the assessment becomes due. Assessment liens shall be foreclosed as provided by the lien foreclosure provision of RCW Chapter 60.04.

SECTION 2: Subordination of Lien to Mortgage or Deed of Trust. The lien or the assessment provided herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of a lot shall not affect the validity of the assessment lien.

ARTICLE V.
ARCHITECTURAL AND DESIGN CONTROL

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SECTION 1: Lot to be used for Residential Purposes. No structure shall be placed on any lot other than a manufactured home which shall be used only for single family residential purposes. No accessory structures shall be constructed or maintained on any lot unless there is prior approval of the Association as herein provided.

SECTION 2: Improvements Requiring Approval of Association. No Manufactured home, building, fence, wall or other structure shall be constructed and maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color and material of the same shall have been submitted to and approved in writing by the Declarant, the Association, or its designee. In the event the Declarant, the Association, or its designee, fails to approve or disapprove such submission within 30 days after presentation, approval will be deemed to have been given.

SECTION 3: Manufactured Home. All manufactured homes placed on any lot shall be manufactured by Valley Manufactured Housing, Inc., a Washington corporation, or sold by Valley Quality Homes, Inc., and shall conform with all applicable federal, state, and local codes and requirements for construction of said manufactured homes as of the date of placement on any lot.

SECTION 4: Size of Home. All manufactured homes must be a minimum of twenty-four (24) feet in width and contain a minimum one thousand (1000) square feet of interior floor space.

SECTION 5: Placement of Home. All manufactured home sites must be excavated so as to allow for a "pit set". The home shall not have more than fourteen (14) inches of visible skirting. All skirting material shall be approved by the Declarant or the Home Owners Association.

SECTION 6: Garage. All lots upon which a manufactured home has been placed must include an enclosed garage not less than sixteen (16) feet in width, with an overhead door. Said garage must be completed within 120 days of placement of the manufactured home or as soon thereafter as weather conditions permit.

SECTION 7: Foundations. All manufactured home and accessory structures shall be have foundations of sufficient strength to support the required live loads and actual dead loads imposed by the manufactured homes and/or accessory structure based upon accepted engineering design standards. Foundations, tie downs and other support shall be provided to withstand the specific horizontal uplift and over turning wind forces of the manufactured home and/or accessory structure based

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on accepted engineering design standards. The placement of all manufactured home shall comply with front, rear, and side setback requirements of Yakima County.

SECTION 8: Exteriors of Home. The exterior siding of all manufactured home shall be wood, hard board, Masonite, masonry, simulated masonry, or a combination thereof.

SECTION 9: Exteriors of Garages. ETC. All garages and or accessory buildings shall be constructed of the same exterior siding and color as the manufactured home.

SECTION 10: Roofing Materials. Roofing material used on the manufactured homes shall be either composition shingles or shakes, fiberglass shingles or shakes, wood shingles or shakes, or tile, and shall include no reflective material or coating. The roofing material on all garages and accessory buildings shall be of the same material, grade and color as that manufactured home.

SECTION 11: Fences and Structures. All wooden structures, fences and surfaces shall be painted, stained, or sealed and maintained in a good state of repair. The perimeter fence around Lots 1 through 157 of the plat shall be owned by and maintained by the Association.

SECTION 12: Alterations. No exterior alteration or addition to any manufactured home or accessory structure shall be made without prior written approval of the Declarant or the Association. This prohibition shall not prohibit repairs, maintenance or replacement of materials utilizing materials of similar quality, quantity, color and texture of existing buildings.

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SECTION 13: Replacement of Homes. If a manufactured home is moved from its foundation and not replaced within 30 days of such removal by another manufactured home complying in all respects with this declaration, the owner of such lot shall immediately remove the foundation, additions and accessory structures, disconnect and secure all utilities, and level the lot to grade.

SECTION 14: Landscaping. All landscaping plans shall be submitted to the Declarant or the Association at the time of the submission of the plans required by Section 2. Such plan shall include details as to the location and kind of vegetation proposed. All landscaping shall be installed in conformity with the requirements of the Association. All landscaping shall be properly maintained. The Association or its designee may, at its sole discretion, determine whether or not landscaping is being properly maintained and if it is determined that it is not, the Association shall give the owner of such lot notice of such

fact. The owner shall correct the deficiency within 30 days from the date of notice and if not so corrected, the Association may undertake all steps necessary to correct the same and the costs thereof shall be charged against the Owner and the lot in the same manner as assessments as provided in Article IV above.

SECTION 15: Driveways. All driveways shall be hard surfaced; a minimum of four inches thick, and connect to both the curb and garage floor. The driveway must be installed within 60 days of installation of the manufactured home, or as soon thereafter as weather permits. All asphalt surface shall be properly sealed and the soil thereunder sterilized.

SECTION 16: Time Limitation for Placement of Home. A manufactured home as defined herein shall be placed on a lot within one year from the date of purchase of such lot.

SECTION 17: Fence Height. No fence or hedge shall exceed the height requirements imposed by Yakima County except for those lots numbered 1 through 157 that border the perimeter of the subdivision. These lots were granted a variance by the county so that the fences on their back property lines could be constructed to a height of six feet in order to insure privacy and sight screening for the residents of Valley Estates.

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ARTICLE VI

AGE RESTRICTIONS

SECTION 1: This subdivision qualifies as "Housing for Older Persons" pursuant to the Federal Fair Housing Classification as stated in the Fair Housing Act of 1988.

SECTION 2: Eighty percent (80%) of the homes shall be occupied by at least one person age 55 years or older, unless the occupant is (a) a surviving spouse of a deceased occupant who was at least 55 years of age at the date of his or her death; (b) the devisee or heir of a deceased owner who was at least 55 years of age at his or her death; (c) the divorced spouse of an owner 55 years of age or older who has been awarded the home by judicial decree.

SECTION 3: No person under the age of 18 may reside on any lot nor be a guest of an owner or occupier of a lot for more than 21 days in any calendar year.

ARTICLE VII

PROPERTY USE RETRICTIONS

SECTION 1: Animals. No animals, livestock, or poultry of any kind may be housed or kept on any lot; provided, however, dogs, cats, or other household pets weighing less than 30 pounds may be kept pursuant to uniform rules and regulations. No pets may be kept, bred or maintained for any commercial purpose. All household pets shall be housed within the home and no kennel or pet housing facility shall be constructed on any lot.

SECTION 2: Garbage. No garbage cans, trash or other rubbish shall be kept on any lot except in a sanitary container located within a building or within a trash enclosure hidden from public view. All such waste and garbage shall be timely picked up and removed.

SECTION 3: Antennas. No exterior radio or telecommunication towers, antenna or other exterior transmission or receiving device shall be maintained on any lot.

SECTION 4: Residential Parking. No recreational vehicle or boat shall be stored on any lot other than on Tract "B" as provided above. Only passenger automobiles, station wagons or pickup trucks shall be parked or stored on any common street or private lot. No commercial vehicle shall be permitted other than those reasonably necessary to provide services to a lot owner or for deliveries.

SECTION 5: Storage. No car parts, appliances or immobile vehicles shall be placed or stored upon any lot along any street.

SECTION 6: Porches. Temporary wooden steps provided by the manufacturer of a manufactured home must be replaced by a permanent porch or deck within 60 days after placement of the home.

SECTION 7: Sales. No advertising material or signs shall be placed upon any lot with the exception of a "For Sale" sign not exceeding two feet by three feet dimensions.

SECTION 8: Speed Limits. All owners and guests of owners shall observe and comply with the speed limits on all street within the plat.

SECTION 9: Noise. No owner or guest of an owner shall cause or permit loud and boisterous noises such as to interfere with the quiet enjoyment of other owners.

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SECTION 10: Yard Sales. No yard or rummage sale or other commercial enterprise shall be conducted on any lot or common area.

SECTION 11: Enforcement. In the event the Association or the Declarant determine that there has been a violation of any of the provisions of this Declaration by any owner or owners, written notice thereof shall be personally served upon the owner or mailed at the owner's last known address,

By: Art Berger
PRESIDENT

By: Robert Handfill
SECRETARY

requiring that the violation

cease. Should such violation continue beyond ten (10) days from the date of such notice, the

Association or the Declarant shall be entitled to commence an action in the Superior Court in and for the County of Yakima to seek injunctive relief and/or damages; and the prevailing party of such action shall be entitled to a reasonable attorney's fee in addition to the costs allowed by law.

**ARTICLE VIII
GENERAL PROVISIONS**

SECTION 1: Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

SECTION 2: Time Limitations. The covenants and restrictions of this Declaration shall run with and be binding upon all lots for a period of forty (40) years from date hereof. Said term may be extended for successive ten (10) year terms upon two-thirds (2/3) majority of members of the Association.

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IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE Declarant herein, has hereunto set his hand and seal this 3 day of Dec, 1993.

VALLEY MANUFACTURED HOUSING

