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YAKIMA COUNTY, WA
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Return Address

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COVENANT
PAGES 18
YAKIMA COUNTY PLANNING DEPARTMENT

Recording Fee: 220.50

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR CANYON VIEW ESTATES
(A Common Ownership Interest Plat Community)**

Grantor/Grantee Scenic Ranch, LLC, a Washington limited liability company
Legal Description (abbreviated) Ptn NW1/4 NE1/4 Sec 17, T 13, R 18 and ptn Tracts 4, 5,
12 and 13, Yakima Orchard Highland Company's Orchard tracts, B-31, Yakima County,
Washington Additional legal on pages 16-17
Assessor's Tax Parcel ID#. 181317-13423

THIS DECLARATION is made this 21st day of July, 2022, by SCENIC RANCH, LLC, a
Washington limited liability company (the "Declarant")

RECITALS

- A Declarant is the owner of certain land situate in Yakima County, State of Washington, more particularly described on "Exhibit A" attached hereto and made a part hereof (the "Property")
- B Declarant intends to develop or cause to be developed on the Property, in one or more phases, building lots for housing with appurtenant amenities (collectively, "Lots", and each individually, a "Lot") and open space to be known as CANYON VIEW ESTATES, a common ownership interest plat community (the "Development")
- C A representation of the Development, showing the division of the Property into Lots, tracts, and common elements is attached hereto as "Exhibit B" (the "Map") which Map has been recorded with the Yakima County under Auditor No 8156651
- D Declarant desires to subject the Property and the improvements located or to be located thereon, to the covenants, easements, conditions, and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of Lots ("Owners") the cost of maintaining and operating the common areas (as hereinafter defined) and any improvements constructed thereon
- E Declarant has caused or will cause a Washington nonprofit membership corporation, known or to be known as Canyon View Estates Yakima Homeowners Association (the

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CONDITIONS, AND RESTRICTIONS
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“Association”), to be formed in order to perform certain functions on behalf of the Owners of Lots within the Property, including, but not limited to, the enforcement of the covenants, conditions, and restrictions set forth herein

- F Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Property and shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors, and assigns, and the Association

I PROPERTY RIGHTS

1 1 Grant of Lots Declarant shall hereafter hold, grant and convey the Property, and any part thereof, including, but not limited to Lots, subject to the covenants, conditions, easements and restrictions herein set forth

1 2 Number of Lots 16 lots have been created

1 3 Grant of Common Areas Declarant covenants that it will convey to the Association the real property identified as open space tracts, interior access roads, pedestrian pathways, stormwater facilities, and landscaping as depicted on the Map (the “Common Areas”) The Association shall accept from Declarant the Common Areas, with such improvements as may be constructed thereon at the time of such conveyance and shall hold them subject to the provisions hereof The Common Areas also include the street lights and septic system within the Development The responsibility for the maintenance and repairs to Common Areas shall be vested in the Association and the costs for maintenance and repair of the Common Areas shall be allocated to members of the Association by the Association

1 4 Member's Easements of Enjoyment Every Owner, and his or her guests or tenants, shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions

1 4 1 The right of the Association to suspend the voting rights and right to use of the Common Areas and any recreational facilities thereon by an Owner 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,

1 4 2 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners No such dedication or transfer shall be effective unless an instrument signed by at least 80% of the votes in the Association agreeing to such dedication or transfer has been recorded,

1 4 3 The right of the Association to adopt rules and regulations,

1 4 4 The right of the Association to exclusive use and management of said Common Areas for utilities such as pumps, pipes, wires, conduits, retention ponds, and other utility equipment, supplies and materials,

1 4 5 The rights reserved to the Declarant in the Declaration, and

1 4 6 The other restrictions, limitations and reservations contained or provided for in this Declaration, the Articles and Bylaws of the Association, and rules or regulations adopted by the Association

1 5 Delegation of Use Any Owner may delegate, in accordance with the rules established by the Association, its right of use and enjoyment to the Common Areas and facilities to the members of its family, its tenants, or contract purchasers, who reside on a Lot

1 6 Structures Except as otherwise permitted by the provisions of this Declaration, no structure shall be erected, placed or maintained on any Common Area except (i) structures designed exclusively for the common use of Owners, including, but not limited to, benches, chairs or other seating facilities, fences and walls, walkways, roadways, playgrounds, and similar recreational facilities, and (ii) pumping stations, drainage, storm and utility systems The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Common Areas and for aesthetic reasons

1 7 Rules The Association shall have the right to prescribe reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall apply equally to all Owners

1 8 Association Management The Association may improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas, including, by way of illustration, and not limitation, streets, roadways, sidewalks, parking areas, parks retention ponds, and all trees, shrubbery and other plants and landscaping, together with any items of personal property placed or installed thereon, at the cost and expense of the Association

1 9 Declarant Control The Declarant shall have the authority to appoint and remove officers and board members and to veto or approve a proposed action of the Board or Association ("Declarant Control") until the earliest of

- (a) Sixty days after conveyance of seventy-five percent of the Lots to Lot Owners other than a Declarant,
- (b) Two years after the last conveyance of a Lot, except to a dealer,
- (c) The day the Declarant, after giving notice in a record to Lot Owners, records an amendment to this Declaration voluntarily surrendering all rights to appoint and remove officers and board directors

In addition, election of Board Members once twenty-five percent (25%) of the Lots are transferred to Owners and fifty percent (50%) of the Lots are transferred to Owners must be effectuated in compliance with RCW 64 90 415(3) Notice of termination of Declarant Control shall be provided in compliance with RCW 64 90 415(4)

1 10 Use for Sales Purposes The Declarant may maintain sales offices, management offices, and models in Lots or on common elements in the common interest community This right may be exercised until all Lots owned by the Declarant have been sold

1 11 Easement for Improvements The Declarant may use easements through the Common Areas for the purpose of making improvements in the Property This right may be exercised until all Lots owned by the Declarant have been sold

II DECLARANT TRANSFER OF COMMON AREAS

2 1 Common Area Ownership Scenic Ranch, LLC, holds fee title ownership to portions of the Common Areas Scenic Ranch, LLC shall transfer title to those portions of the Common Areas to the Association on or before the termination of Declarant Control by means of a quitclaim deed

III. HOMEOWNERS ASSOCIATION

3 1 Purpose The Association shall be formed by the Declarant for the purpose of managing the Common Areas, maintaining other facilities owned by the Association, and enforcing the Declaration

3 2 Membership Every person or entity who is an Owner shall be a member of the Association (each, individually, a "Member", and collectively, "Members") Membership shall be appurtenant to and may not be separated from the Owner's interest in a Lot or Lots within the Development All Members shall have rights and duties as specified in this Declaration, and in the Articles, Bylaws and Rules and Regulations of the Association The Association shall be governed by a Board of Directors as set out in the Bylaws

3 3 Voting Rights There shall be one vote for each Lot owned by an Owner in the Association The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation such as a lender or creditor Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subjected to assessment by the Association

If the Owner of a Lot is other than one (1) individual, the Owner shall specify in writing to the Association the individual who is the Member of the Association for the Lot In the absence of such written specification, assessments shall nevertheless be charged against the Lot and the Owner thereof, but there shall be no right to vote the membership The member must be an individual who is either an Owner or, if the Owner is or includes a person other than an individual, an individual who is partner, if the Owner is or includes a partnership, or an officer of the corporation, if the Owner is or includes a corporation, or a beneficiary of the trust, if the Owner is or includes a trust, or an owner of the entity, if the Owner is or includes a person other than an individual, a partnership, a corporation or a trust The member, as so specified, shall be the only

person entitled to vote for the Owner of the Lot at Association meetings and elections. An Owner may change the individual who is the member for his or her Lot, provided each such individual is eligible to be a Member hereunder, in such manner and with such frequency, and subject to such reasonable processing fees, as the Board from time to time may permit.

3.4 Maintenance

3.4.1 The Association shall maintain the Common Areas and improvements located thereon in the same condition as a reasonable prudent Owner would maintain his own home so that the Development will reflect a high pride of ownership.

3.4.2 Each Owner hereby covenants and agrees to maintain his respective property in the same condition as a reasonable prudent Owner would maintain his own home so that the Development will reflect a high pride of Ownership. If any Owner shall fail to so maintain his property, the Association shall have the right to notify said Owner in writing of the maintenance required. If said maintenance shall not be performed within thirty (30) days from the date said notice is delivered to the non-performing Owner, the Association shall have all remedies as provided in this Declaration.

3.5 Common Expenses

3.5.1 Certain expenses shall be paid by the Association for the benefit of all Owners and shall be referred to as common expenses. The common expenses shall be paid by the Association from funds collected monthly, quarterly, or semiannually and special assessments to be paid by Owners.

3.5.2 All expenses of maintaining and operating the Common Areas owned by the Association within public right of way or easements on private property, whether held by the Declarant of the Association, shall be common expenses. The common expenses shall include, but not be limited to, the following:

(i) The expenses of maintaining the Common Areas, including without limitation the septic systems, street lights and storm water facilities held by either the Association or the Declarant, and the costs of utilities associated therewith,

(ii) The cost maintaining insurance coverage on Common Areas and storm water facilities held by the Association of the Declarant,

(iii) Costs of operating the Association,

(iv) Any other expenses which shall be designated as a common expense in the Declaration or, from time to time, by the Association,

(v) The Association shall provide insurance and repair for all signs relating to the Common Areas,

(vi) The Association shall provide repair and maintenance for any future Common Area improvements as determined by the Board.

3 5 3 An adequate reserve fund for the replacement of Common Area improvements, including, but not limited to storm water facilities, shall be established and shall be funded by depositing into said fund a portion of the assessments collected from the Owners. The portion of the assessments deposited into said reserve fund shall be determined by the Declarant until termination of Declarant Control, and thereafter by the Association.

3 6 Assessments

3 6 1 From and after the date the first sale from the Declarant to an Owner is executed and the transaction relating thereto is closed, each Lot shall be subject monthly, quarterly, semi-annual or annual assessments or charges in an amount to be determined by the Declarant until the termination of Declarant Control, and thereafter by the Association. The amount of assessments shall be that necessary to pay common expenses. The amount of the assessments may be increased or decreased periodically as may be necessary from time to time to properly provide for payment of said common expenses.

3 6 2 The amount of the assessments shall be assessed equally among all Owners in 1/16th shares.

3 6 3 The Association shall, upon written demand, furnish a certificate in writing, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made for these certificates.

3 6 4 In addition to the assessments authorized above, the Association, by and through its Board of Directors, may levy, in any year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of facilities in the Common Areas, including storm water facilities owned by the Association located within easements on private property, as deemed necessary by the Board of Directors of the Association. The special assessment to be charged shall be equal for all Lots. Special assessments may be payable in monthly installments, quarterly installments or such other periodic installments as shall be determined by the Association.

3 7 Collection of Assessments, Enforcement of Declaration, Attorneys' Fees and Costs

3 7 1 All assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge against and shall be a continuing lien upon said Lot against which each such assessment is made. Said lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the Owner at the time the assessment fell due.

3 7 2 If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from the due date at the higher of twelve percent (12%) or the maximum rate allowed by law. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such nonpaying Owner personally for the collection of delinquent assessments as debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a Washington mortgage on real property, and each owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens shall be in favor of the Association, shall be for the benefit of the Association, and the amount of said liens shall include interest, costs of collection and reasonable attorneys' fees. The

Association shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event the Association employs an attorney to enforce said liens, or the collection of any amounts due, or to enforce compliance with specific performance of this Declaration, Articles, Bylaws, rules and regulations of the Association or provisions of this Declaration, the Association shall be entitled to the award of reasonable attorneys' fees and costs incurred. In the event any Owner shall be in arrears in the payment of the assessments due or shall be in default of the performance of any terms of the Articles, Bylaws, or rules and regulations of the Association or this Declaration for a period of thirty (30) days, said Owner's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Owners as may be provided in the Articles, Bylaws, rules and regulations of the Association.

3.8 Budget The Board of Directors of the Association shall prepare and adopt a proposed budget to determine appropriate annual assessment amounts as provided herein. Within thirty days after adoption of any proposed budget, the Board must provide a copy of the budget to all the Lot Owners and set a date for a meeting of the Lot Owners not less than fourteen nor more than fifty days after providing the budget. The budget shall be ratified unless, at that meeting of Lot Owners, a majority of the votes in the Association reject the budget, whether or not a quorum is present.

If the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Lot Owners continues until the Lot Owners ratify a subsequent budget proposed by the Board, and the budget must include:

- (a) The projected income to the Association by category,
- (b) The projected common expenses and those specially allocated expenses that are subject to being budgeted, both by category,
- (c) The amount of the assessments per Lot and the date the assessments are due,
- (d) The current amount of regular assessments budgeted for contribution to the reserve account,
- (e) A statement of whether the Association has a reserve study that meets the requirements of RCW 64.90.550 and, if so, the extent to which the budget meets or deviates from the recommendations of that reserve study, and
- (f) The current deficiency or surplus in reserve funding expressed on a per Lot basis.

3.9 Reserve Study An initial reserve study shall be performed by a reserve study professional in compliance with the requirements of RCW 64.90.545. Thereafter, an updated reserve study must be annually prepared. Every third year the reserve study must be updated by a reserve study professional.

3.10 Reserve Account The Association shall establish one or more reserve accounts for the replacement costs for reserve components in compliance with RCW 64.90.535.

IV GENERAL COVENANTS AND MAINTENANCE

- 4 1 Subdivision No Lot may be subdivided
- 4 2 Nuisances No activity shall be carried on upon any Lot or permitted thereon which may be or becomes a nuisance to the neighborhood
- 4 3 Maintenance of Vacant Lots It is the intent of these restrictions that vacant Lots to be maintained in a reasonably presentable condition, including weed control and regular mowing, and in a manner which enhances rather than detracts from the overall appearance of the subdivision. Lots should be mowed periodically during the summer to provide a maintained vs. unmaintained appearance. Upon thirty (30) days' notice to the Owner, the Association shall have the right at all times to enter upon any Lot to remove debris or other waste material and to mow overgrown vegetation and to charge the expense thereof to the Owner as an assessment.
- 4 4 Animals No animals shall be allowed, except for a few traditional household pets, unless otherwise approved by the Association. All animals must be kept within the boundary of the Owner's parcel on all Lots, except when leashed.
- 4 5 Electrical and Telephone Service No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting said outdoor overhead wires shall be erected, placed or maintained on any Lot other than on Common Areas for limited purpose of providing landscaping or other lighting to Common Areas and improvement located thereon. All Owners shall use underground service to connect to the underground electrical or telephone utility facilities.
- 4 6 Refuse No trash, garbage, rubbish, refuse or other solid waste of any kind, including without limitation, inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of the Lot. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose. The Association shall have the right to order cleanup of a Lot in violation of this provision after the Association provides twenty (20) days' written notice to the Owner. The cost of the cleanup will be billed to the Lot Owner.
- 4 7 Storage A Lot Owner may not use a Lot for storage of equipment or construction materials prior to commencing construction.
- 4 8 Temporary Dwellings No mobile homes, trailers, tent or other outbuildings shall be used on a Lot at any time, either temporarily or permanently, except during actual construction of a permanent structure when such use shall be limited to six (6) months, and except the job trailer used by builders. No freestanding outhouse or lavatory for privy purposes shall be erected or maintained or placed on any Lot or Lots, provided that during actual construction of a permanent structure, an outhouse or lavatory must be provided. Except during construction, such convenience must be incorporated within or be part of the building to which they appertain.
- 4 9 Natural Drainage No Owner shall change or interfere with the natural drainage.
- 4 10 Excavations No excavation for minerals, stone, gravel or earth shall be

made upon any Lot other than excavation for necessary construction purposes relating to main dwelling lots, retaining and court walls, outbuildings and pools, and for the purpose of contouring, shaping, fencing and generally improving any Lot

4 11 Signs Except for "For Sale" signs and signs regarding candidates for public or association office, or ballot issues, no bill or advertising sign of any kind may be erected, placed or maintained on any Lot or Lots or on any building or structure thereon. No sign may be more than three and one-half feet (3½') square, except with the prior written permission of the Association

4 12 Businesses No store or business shall be carried on upon said premises or permitted thereon which involves on-premises sales, or which constitutes a nuisance

4 13 Illegal Activities No illegal activities are permitted

4 14 Antenna There shall be no antenna of any sort either installed or maintained which is visible from a neighboring Lot. Satellite dishes and Direct TV are prohibited except small dishes less than 18" in diameter

4 15 Sightliness Lot owners shall make reasonable efforts to screen, conceal and/or wall in all clotheslines, garbage cans, equipment, motorcycles, snowmobiles, boats, and storage piles to conceal them from the direct view or line of sight of the neighboring Lots and streets

4 16 Recreational Vehicle (RV) Parking Parking for RV's, e.g., motor homes, camping trailers, campers, and boats, will be allowed within the Development so long as the RV is completely enclosed within a structure

4 17 Fires There shall be no exterior fires whatsoever, except for barbecues or propane burning fireplaces or firepits

4 18 Firearms The use of firearms or explosives, including fireworks, except such fireworks as may be expressly approved by the Board, are prohibited, except the use of explosives as is required for construction work duly authorized by the Board

4 19 Disturbed Earth Removal and disruption of vegetative cover shall be minimized to protect the existing vegetation to the fullest extent possible. Disturbed areas shall be reseeded or landscaped. All banks created by house excavation must be compacted and rounded, and seeded or landscaped rather than simply sloughed off, and shall not exceed a slope of two to one, unless the Lot Owner provides an engineer report indicating that steeper slope is appropriate

4 20 Driveways Asphalt pavement or concrete shall surface all driveways

4 21 Parking At the time a structure is built on a Lot, adequate off street parking for at least four cars shall be provided on the Lot. A minimum of a two-car garage with garage door(s) must be provided, while the additional parking may be permitted in paved areas provided for that purpose or on driveways. All parking areas shall be constructed of asphalt paving or concrete. No street parking is permitted for residents' vehicles. Trucks larger than one ton, construction type equipment, and mobile or stationary trailers shall be permitted within the Development and parked on streets only for the purposes of construction of improvements within

the Development The intent of this provision is that residents' vehicles should be parked in an enclosed garage Garages are to be used for the purpose of housing cars and not for boat storage, storage, or other purpose unless all resident cars are accommodated within garages

4 22 Short Term Rentals Short-term rentals of thirty (30) days or less are prohibited Long term rentals of thirty (30) days or more are expressly allowed, subject to applicable governmental restrictions and requirements

4 23 Vehicle Repairs No major or extended vehicle repairs shall be performed unless inside a closed garage

4 24 Storage Tanks No storage tanks for vehicle fuel or gas, surface or underground, shall be permitted within the Development Storage tanks for natural gas or propane are permitted, provided such tanks are fenced or screened

V BUILDING COVENANTS

5 1 Aesthetic Control No grading, building (including outbuildings), fences, walls, landscape, hardscape or artwork shall be erected, placed or altered on any Lot until construction plans and specifications and a plan showing the location of the structure, the location and the surfacing of the driveway and the landscaping for the entire lot have been approved in writing by the Committee (defined below) as to quality of workmanship and materials, harmony of external design with existing structures and the intended nature of the plat, as to conformity with these covenants and as to location with respect to topography and finished grade elevations Harmony is to be maintained through use of earth-tone colors and natural building materials where possible Bright colors and reflective materials are to be avoided The Committee may employ an architect or designer to review the plans

5 2 Architectural Review Application for architectural review by the Committee will be reviewed and recommendations made within thirty (30) days from date of receipt of such plans submittals or re-submittals

The following drawings must be included with each application Other drawings or exhibits may be included if the Owner feels that they might be of help to the Committee in reviewing the project The Committee will not review incomplete applications

a Site Plan
b Floor Plans
c Elevations
d Building Specifications Building specifications should fully describe all materials, colors, and finishes to be visible on the building exterior All colors shall be earth tones

e Landscape plan as per Section 5 16, below

5 3 Residential Dwellings No structure shall be erected on any Lot except for one single-family dwelling and associated accessory buildings If permitted by applicable zoning, ancillary or additional dwelling units may be constructed only upon approval of the Committee, which shall be determined based upon Lot size, primary residence placement, coverage area,

density, view consideration and other such factors

5 4 Existing Structures No existing structure of any nature shall be moved onto a Lot, except for small sheds or storage structures, which may be installed only upon approval of the Committee, determined based upon structure, size and height, placement, style, view construction and other such factors

5 5 Debris and Trash Removal Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate Lightweight material, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site Builders are prohibited from dumping, burying, or burning trash anywhere in the Development During the construction period, each construction site shall be kept neat and clean and shall be properly policed and operated by the general contractor to prevent it from becoming an eyesore or affecting other Lots or open space within the Development Unsightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up

5 6 Manufactured or Mobile Homes No manufactured, modular, or mobile homes may be placed on any Lot

5 7 Code All buildings shall conform to the International Residential Code (I R C) and the Yakima County Code

5 8 Materials The use of new materials on all exterior surfaces shall be required, except that used brick and reclaimed beams are permissible Exteriors constructed from materials indigenous to the Pacific Northwest are desired No reflective finishes (other than glass or hardware fixtures) shall be used on exterior surfaces, including, but not limited to, the exterior surface of any of the following roofs, all projections above roofs, fences, doors, trims, window frames, pipes, equipment and mailboxes

5 9 Height Limit No structure on any Lot shall exceed any Yakima County height restrictions adopted by ordinance Trees not fully screened from another Lot Owner's view shall not exceed thirty (30) feet in height

5 10 Roof Slopes All roof slopes of residences, including garages, are to be no less than 4" in 12" or greater than 12" in 12" Geodesic or A-frame roofs are not allowed

5 11 Roof Materials No building or structure shall be permitted on any Lot without an earth-colored architectural composition, concrete tile or clay tile roof

5 12 Dwelling Size No dwelling shall be constructed having a fully enclosed living area of less than 3,400 square feet (this does not include garages, balconies, patios and the like), except on approval by the Committee Dwellings shall not exceed two stories or a single story or a single story and daylight basement, or a standard tri-level style

5 13 Garages All Lots shall have fully enclosed garages that accommodates no fewer than two cars The minimum size for a two or more car garage is 350 square feet

5 14 Fences, Walls, and Retaining Devices Any fence, which is built, must be approved by the Committee and must be maintained in an aesthetic manner, so that the fence is not broken, leaning, or otherwise has a shabby appearance Fences shall be either vinyl or black

metal Fencing is an extension of the home and must be preserved in both an aesthetic and well-maintained manner. The Committee has the power to evaluate the adequacy of the fencing in a subjective manner.

No fences or walls may be constructed without the prior written approval by the Board. Any fence which is built must be maintained in a desirable manner, so that the fence is not broken, leaning, or otherwise having an unsightly appearance. Maximum fence height is to be six (6) feet. Walls and fences must be finished so as to present an attractive appearance on both sides.

5.15 Time of Completion Any dwelling or structure erected on a Lot shall be completed as to external appearance, including finished painting, within one year from the date of commencement of construction. Provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, order of governmental authorities or any other interruption beyond the control of the Owner.

5.16 Landscaping The landscaping approved by the Committee must be completed within one year from the date the dwelling is first occupied. No trees, hedges or shrubs shall be grown or maintained in a fashion that unreasonably interferes with any other Lot Owner's use and enjoyment of their respective properties. The Committee shall determine whether any given trees, hedges or shrubs unreasonably interfere with those rights and such determination shall be conclusive. No fruit trees shall be planted in the front yard. Each home shall maintain a minimum of twenty-five feet (25') of landscape around the entire perimeter of the home (if the layout of the house plans allows). Decks, patios or driveways may be included within this area.

5.17 Repair All buildings located on the Lot shall be kept in good repair and in a generally attractive condition.

5.18 Fireplaces Wood, pellet burning stoves and fireplaces and gas burning fireplaces are permitted.

5.19 Swimming Pools Swimming pools shall be designed as being visually connected to the residence through walls, decks, or courtyards, and must be screened from view of neighboring Lots and streets within the Development. Pools shall be maintained and kept clean (no green water) and covered with proper pool covering when drained.

5.20 Tennis Courts Tennis courts, and other racquet, paddle, and handball courts and the like, are permitted on the Lots, so long as they meet all other design requirements and be pre-approved by the Committee (defined below).

5.21 Address Identification Individual address identification devices for each residence may be installed by the Lot Owner. Such devices must utilize the same materials and colors as the residence and shall reflect its design character. No "unique" address identification devices shall be installed. The Committee (defined below) may in the future require installation of uniform address identification devices for all Lots, including those with previously constructed identification devices.

VI. AESTHETIC CONTROL COMMITTEE

6.1 Committee There shall be an aesthetic control committee (the "Committee") whose members shall be appointed by the Board of Directors of the Association to enforce the Section 5 building, and design covenants. Until the termination of Declarant Control, the Declarant shall act as the Committee. Thereafter, the Committee shall be appointed by the Association Board of Directors. There shall be three Committee members, each of whom shall be Lot owners. Each Committee member shall serve a two (2) year term, provided that the terms of office of the three (3) original Committee members shall be arranged so that during no year shall it be necessary to elect three (3) new Committee members. In the event of a vacancy on the Committee, the Board of Directors of the Association shall appoint a Lot Owner to fill the vacancy for the remainder of the vacated term.

6.2 Approvals No less than thirty (30) days before the date construction is scheduled to begin, each Owner shall provide to the Committee for the Committee's review and approval, at the Owner's sole cost and expense, one set of house elevations, exterior specifications, including three paint colors (body, trim and accent), and the plot plan. No building, including out buildings, shall be erected, placed or altered on any Lot until house elevations, exterior specifications, and plot plans showing the location of the structure, driveway, and landscaping plan, have been approved in writing by the Committee. The Committee will be examining material quality, harmony of exterior design with existing structures, the intended nature of the plot, and the site location with respect to topography and finished grade elevation.

6.3 Views The Committee will evaluate each plan as to its effect on the view of neighboring Lots and may require modification to ensure the protection of views of other Lots.

6.4 Alterations The same requirement shall apply to any subsequent exterior alterations, additions, or changes of exterior material and/or color schemes.

VII. INDEMNIFICATION & OFFICER LIABILITY

7.1 Indemnification To the fullest extent permitted by law, every director and officer of the Association and Declarant (to the extent a claim may be brought against the Declarant by reason of his appointment, removal or control over Members of the Board) shall be indemnified by the Association, and every other person servicing as an employee or direct agent of the Association, against all expenses and liabilities, including without limitation, attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Association (or in case of Declarant by reason of having appointed, removed, controlled or failed to contract Members of the Board), or any settlement thereof, whether or not he is a director or officer or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, or other person, or Declarant, did not act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

7.2 Non-Liability of Officers To the fullest extent permitted by law, neither Declarant, the President, the Board, any committees of the Association, or any Member thereof, nor any directors or officers of the Association, shall be liable to any Member, Owner, occupant, the Association, or any other person or any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of drawings or specifications (whether or not

defective), course of action, act, inaction, omission, error, negligence or the like made in good faith in which Declarant, the President, the Board, or such committee or person reasonable believed to be within the scope of their respective duties

VIII BOUNDARY LINE ADJUSTMENTS

8.1 Boundary Line Adjustments Declarant shall retain and have the right at any time and from time to time to adjust any lot line, boundaries, or configuration of the Property with respect to any Lots, Common Areas, or other property which are retained by or otherwise owned or controlled by Declarant, provided, however, Declarant shall not have the right or authority to move or adjust the boundary of any Lot(s) owned by another party without first obtaining the consent of such party

IX UTILITY COVENANTS

9.1 Stormwater Stormwater facilities and ponds located upon Tracts A and B shall be maintained by the Association

X AMENDMENT

10.1 Amendment to Declaration Except in cases of amendments to this Declaration that may be executed by the Declarant, amendments to this Declaration shall be made only by vote of agreement of Owners of Lots comprising at least sixty-seven percent (67%) of the votes of the Association. All amendments must be made in writing and recorded in Yakima County, Washington. All amendments of the Declaration are subject to the requirements and restrictions codified at RCW 64.90.285

XI. TERM, TERMINATION

11.1 Term and Termination This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for twenty (20) years from date of its recordation, and thereafter shall continue for consecutive periods of ten (10) years each, unless there is an affirmative vote, not more than three hundred sixty (360) days prior to the date otherwise scheduled for commencement of the next extension of the term of this Declaration, to terminate this Declaration by a vote of at least eighty percent (80%) of Owners at a duly-held meeting of the Owners. If the necessary votes and consents are obtained, the Board shall cause to be recorded with the County Auditor of Yakima County, Washington, a certificated of termination, duly signed by the president or a vice president of the Association and attested by the secretary or assistant secretary of the Association, with their signatures acknowledged. Thereupon, this Declaration, as of the date the next extension of the term of this Declaration would otherwise have commenced, shall have no further force and effect, and the Association shall be dissolved

XII MISCELLANEOUS

12.1 Severability The provisions hereof shall be deemed independent in severable, and the invalidity or partial invalidity or unenforceability of any provision shall not affect any other provision hereof

DECLARATION OF PROTECTIVE CONVENANTS,
CONDITIONS, AND RESTRICTIONS
Page 14 of 19
231102

GATENS GREEN WEIDENBACH, PLLC
Attorneys at Law
(509) 888-2144 / FAX (888) 696-2220
305 Aplets Way / PO Box 523
Cashmere, WA 98815

12.2 Enforcement Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The prevailing party in any dispute of the enforcement of these covenants shall be entitled to recover reasonable attorney's fees.

12.3 RCW 64 90 et seq In the event of a conflict between the provisions of this Declaration and the requirements of RCW 64 90 ("WUCIOA") the statutory requirements of WUCIOA shall control.

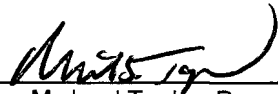
DATED this ~~21st~~ day of July, 2022

"DECLARANT"

SCENIC RANCH, LLC
A Washington Limited Liability Company

By Its Manager

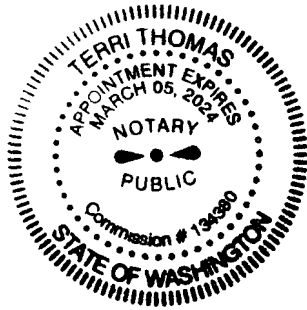
TAYLOR ORCHARDS MANAGEMENT, INC
A Washington corporation

By  _____
Michael Taylor, President

STATE OF WASHINGTON)
) ss
COUNTY OF Chelan)

I certify that I know or have satisfactory evidence that MICHAEL TAYLOR is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President of TAYLOR ORCHARDS MANAGEMENT, INC , to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 21st day of July, 2021



T. Thomas
Typed/Printed Name Terri Thomas
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 3/5/24

EXHIBIT "A"
(Property)

SCENIC RANCH, LLC, a Washington limited liability company ("Declarant"), the owner of real property located in Yakima County, Washington, legally described as follows

Beginning at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 13 North, Range 18, E W M ,
Thence East along the South line of said subdivision 213 67 feet,
Thence North 13°07' East 245 75 feet,
Thence North 58°03' West 130 86 feet,
Thence North 75°4'20" West 48 57 feet,
Thence North 44°42'20" West 70 56 feet,
Thence North 59°8'50" West 28 35 feet,
Thence South 22°15'40" West 44 2 feet,
Thence South 58°05'0" West 20 2 feet,
Thence South 16°22'20" West 169 92 feet,
Thence South 14°45'10" West 22 0 feet,
Thence South 54°37'20" West 128 9 feet,
Thence South 77°03'40" West 30 4 feet,
Thence North 16°40'50" West 73 8 feet,
Thence North 55°05'20" West 163 13 feet,
Thence South 46°29'10" West 47 9 feet,
Thence South 32°11'10" West 84 4 feet,
Thence South 55°56'10" West 68 8 feet,
Thence South 70°04'10" West 196 3 feet,
Thence South 85°32'40" West 71 7 feet,
Thence North 87°57'30" West 106 3 feet,
Thence southwesterly to a point on the South line of the Northeast 1/4 of the Northwest 1/4 of Section 17, Township 13 North, Range 18, E W M , which is 900 41 feet westerly thereof,
Thence easterly along the South line of said Northeast 1/4 of the Northwest 1/4, 900 41 feet to the point of beginning

AND

That part of the Northwest 1/4 of the Northeast 1/4 of Section 17, Township 13 North, Range 18, E W M , described as follows

Commencing at the Southwest corner of said subdivision,
Thence East along the South line of said subdivision 340 35, to the Northeast corner of the West 1/2 of Tract 4 of the plat of Yakima Orchard Highland Company's Orchard Tracts, as recorded in Book "B" of Plats, Page 31, records of Yakima County, Washington, and the point of beginning,
Thence West 126 94 feet, to a point which is 1108 feet West of the Southeast corner of said subdivision,
Thence North 12°51' East 246 29 feet,

DECLARATION OF PROTECTIVE CONVENANTS,
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231102

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Attorneys at Law
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305 Aplets Way / PO Box 523
Cashmere, WA 98815

Thence South 58°03' East 83 38 feet, to the northerly extended East line of said West 1/2 of Tract 4,
Thence South 00°24'47" East 196 00 feet, to the point of beginning

AND

The East 1/2 of Tracts 5 and 12 of the plat of Yakima Orchard Highland Company's Orchard Tracts, as recorded in Book "B" of Plats, Page 31, records of Yakima County, Washington,
EXCEPT the South 291 40 feet of the East 1/2 of said Tract 12

AND

The East 10 feet of the South 291 40 feet of the East 1/2 of Tract 12 of the plat of Yakima Orchard Highland Company's Orchard Tracts, as recorded in Book "B" of Plats, Page 31, records of Yakima County, Washington,
EXCEPT the South 30 feet thereof for road

AND

The West 1/2 of Tracts 4 and 13 of the plat of Yakima Orchard Highland Company's Orchard Tracts, as recorded in Book "B" of Plats, Page 31, records of Yakima County, Washington,
EXCEPT the South 291 51 feet of the West 1/2 of said Tract 13

AND

The West 10 feet of the South 291 51 feet of the West 1/2 of Tract 13 of the plat of Yakima Orchard Highland Company's Orchard Tracts, as recorded in Book "B" of Plats, Page 31, records of Yakima County, Washington,
EXCEPT the South 40 feet thereof for road

TOGETHER WITH that portion of vacated 72nd Avenue by instrument recorded July 23, 2002, under Auditor's File No 7284195

Tax Parcel ID No 181317-13423

Return Address:

Michelle A. Green
Gatens Green Weidenbach, PLLC
PO Box 523
Cashmere, WA 98815

AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS OF CANYON VIEW ESTATES YAKIMA COUNTY, WASHINGTON

Grantor/Grantee: Scenic Ranch, LLC, a Washington limited liability company

Legal Description (abbreviated): Lots 1 through 16, Tracts A, B, and C, Canyon View Estates; and a ptn Tract 12, Plat of Yakima Orchard Highland Company's Orchard Tracts, Yakima County, Washington. Additional legal on page 4.

Reference Number of Declaration Amended: 8156658

Assessor's Tax Parcel ID#: 181317-13428, 181317-13429, 181317-13430, 181317-13431, 181317-13432, 181317-13433, 181317-13434, 181317-13435, 181317-13436, 181317-13437, 181317-13438, 181317-13439, 181317-13440, 181317-13441, 181317-13442, 181317-13443, 181317-13444, 181317-13445, 181317-13446, 181317-24412, 181317-24413

Parties and Property

1.1 Declarant. SCENIC RANCH, LLC, a Washington limited liability company (the "Declarant"), is the owner of the real property described in Exhibit "A", and the Declarant of the Covenants described in Paragraph 2.1.

Prior Documents

2.1 Declaration. Declaration of Protective Covenants for Canyon View Estates recorded September 13, 2022, under Yakima County Auditor's No. 8156658 (the "Covenants").

Agreement

3.1 Agreement. The Declarant agrees to amend the Covenants upon the terms and conditions set forth below.

3.1.1 Exhibit "A" to the Covenants is hereby deleted in its entirety and replaced

AMENDMENT COVENANTS

Page 1
509037

GATENS GREEN WEIDENBACH, PLLC
Attorneys at Law
(509) 888-2144 / FAX (888) 696-2220
305 Aplets Way / PO Box 523
Cashmere, WA 98815

with the attached Exhibit "A".

3.1.2 Recital C of the Covenants is hereby deleted in its entirety and replaced with the following:

C. A representation of the Development, showing the division of the Property into Lots, tracts, and common elements is attached hereto as "Exhibit B" (the "Map") which Map has been recorded with the Yakima County Auditor under Auditor's No. 8156651 and 8193151.

3.1.3 Paragraph 1.2, *Number of Lots*, of the Covenants is hereby deleted in its entirety and replaced with the following:

18 lots have been created.

3.1.4 Paragraph 3.6.2, under *Assessments*, of the Covenants is hereby deleted in its entirety and replaced with the following:

The amount of the assessments shall be assessed equally among all Declarants in 1/18th shares.

3.1.5 Paragraph 5.12, *Dwelling Size*, of the Covenants is hereby deleted in its entirety and replaced with the following:

No dwelling shall be constructed having a fully enclosed living area of less than 2,600 square feet (this does not include garages, balconies, patios and the like), except on approval by the Committee. Dwellings shall not exceed two stories or a single story or a single story and daylight basement, or a standard tri-level style.

No Other Changes

4.1 **No Other Changes**. The remainder of the Covenants shall remain as written.

"DECLARANT"

SCENIC RANCH, LLC
A Washington Limited Liability Company

By Its Manager:

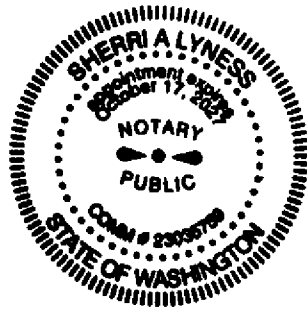
TAYLOR ORCHARDS MANAGEMENT, INC.
A Washington Corporation

By *Michael Taylor*
Michael Taylor, President

STATE OF WASHINGTON)
) ss.
COUNTY OF Chelan)

I certify that I know or have satisfactory evidence that MICHAEL TAYLOR is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President of TAYLOR ORCHARDS MANAGEMENT, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9th day of February, 2024.



Sherri Lyness
Typed/Printed Name Sherri Lyness
NOTARY PUBLIC
In and for the State of Washington
My appointment expires 10/17/2027

EXHIBIT "A"
(Property)

Parcel A

Lots 1 through 16, Tracts A, B, and C, Plat of Canyon View Estates, Yakima County, Washington, recorded September 12, 2022 under Auditor's File No. 8156651.

Parcel B

The South 291.40 feet of the East Half of Tract 12 of the Plat of Yakima Orchard Highland Company's Orchard Tracts, as recorded in Book "B" of Plats, Page 31, records of Yakima County, Washington.

EXCEPT the East 164.80 feet thereof,

AND EXCEPT the South 10 feet for road conveyed to Yakima County under instrument recorded under Auditor's File No. 2192986, records of Yakima County, Washington.

Parcel C

The South 291.40 feet of the West 154.80 feet of the East 164.80 feet of the East Half of Tract 12 of the Plat of Yakima Orchard Highland Company's Orchard Tracts, as recorded in Book "B" of Plats, Page 31, records of Yakima County, Washington.

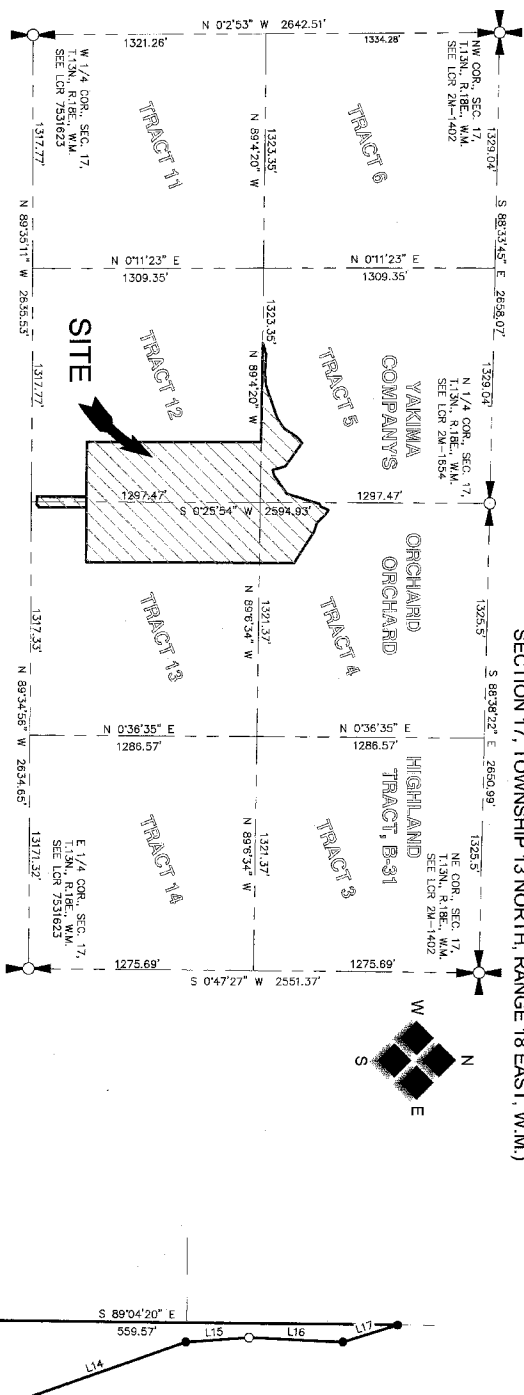
EXCEPT the South 10 feet for road conveyed to Yakima County under instrument recorded under Auditor's File No. 2192986, records of Yakima County, Washington.

EXHIBIT "B"
(Map)

Pg. 1 of 4 PIAT 815665

PLAT OF "CANYON VIEW ESTATES"

(A PORTION OF THE SOUTHWEST 1/4, SOUTHWEST 1/4,
SECTION 17, TOWNSHIP 13 NORTH, RANGE 18 EAST, W.M.)



SURVEYOR'S CERTIFICATE

I, ERIC T. HERZOG, A PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "CANYON VIEW ESTATES" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 13 NORTH, RANGE 18 EAST, W.M., THAT THE DISTANCES, COORDINATES, AND MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

[Signature]

YAKIMA COUNTY AUDITOR

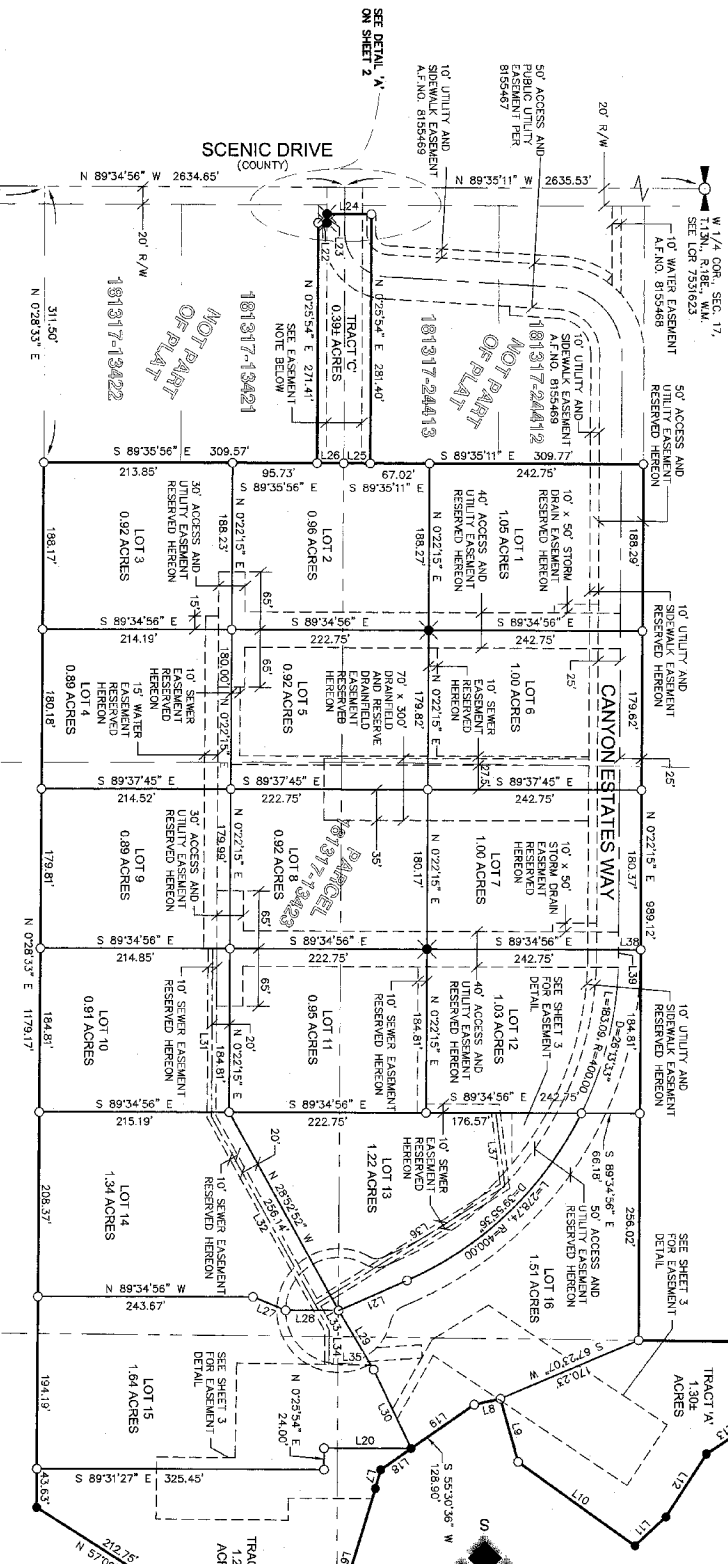


AUDITORS CERTIFICATE

FILED FOR RECORD THIS 14th DAY OF September 2022 AT 3:04 P.M. UNDER AUDITOR'S FILE NUMBER 2022-0001 RECORDS OF YAKIMA COUNTY, WASHINGTON AT THE REQUEST OF P.L.A. ENGINEERING AND LAND SURVEYING, INC.

[Signature]

BY DEPUTY



PARCEL NUMBER 181317-13423

LOT 1 1.51 ACRES

LOT 2 0.96 ACRES

LOT 3 0.92 ACRES

LOT 4 0.89 ACRES

LOT 5 0.92 ACRES

LOT 6 1.00 ACRES

LOT 7 1.00 ACRES

LOT 8 1.03 ACRES

LOT 9 0.89 ACRES

LOT 10 0.91 ACRES

LOT 11 0.96 ACRES

LOT 12 1.03 ACRES

LOT 13 1.22 ACRES

LOT 14 1.34 ACRES

LOT 15 1.64 ACRES

LOT 16 1.51 ACRES

EASEMENT NOTE

THAT 40-FOOT WIDE ACCESS AND UTILITY EASEMENT RESERVED BY A.F.N.O. 7284935, IS HEREIN VACATED.

NOTES

SEE SHEETS 2 & 3 FOR EASEMENT DETAILS.

SEE SHEET 4 FOR LEGAL DESCRIPTION, ADDITIONAL NOTES, APPROVALS, SIGNATURES, AND LINE TABLE.



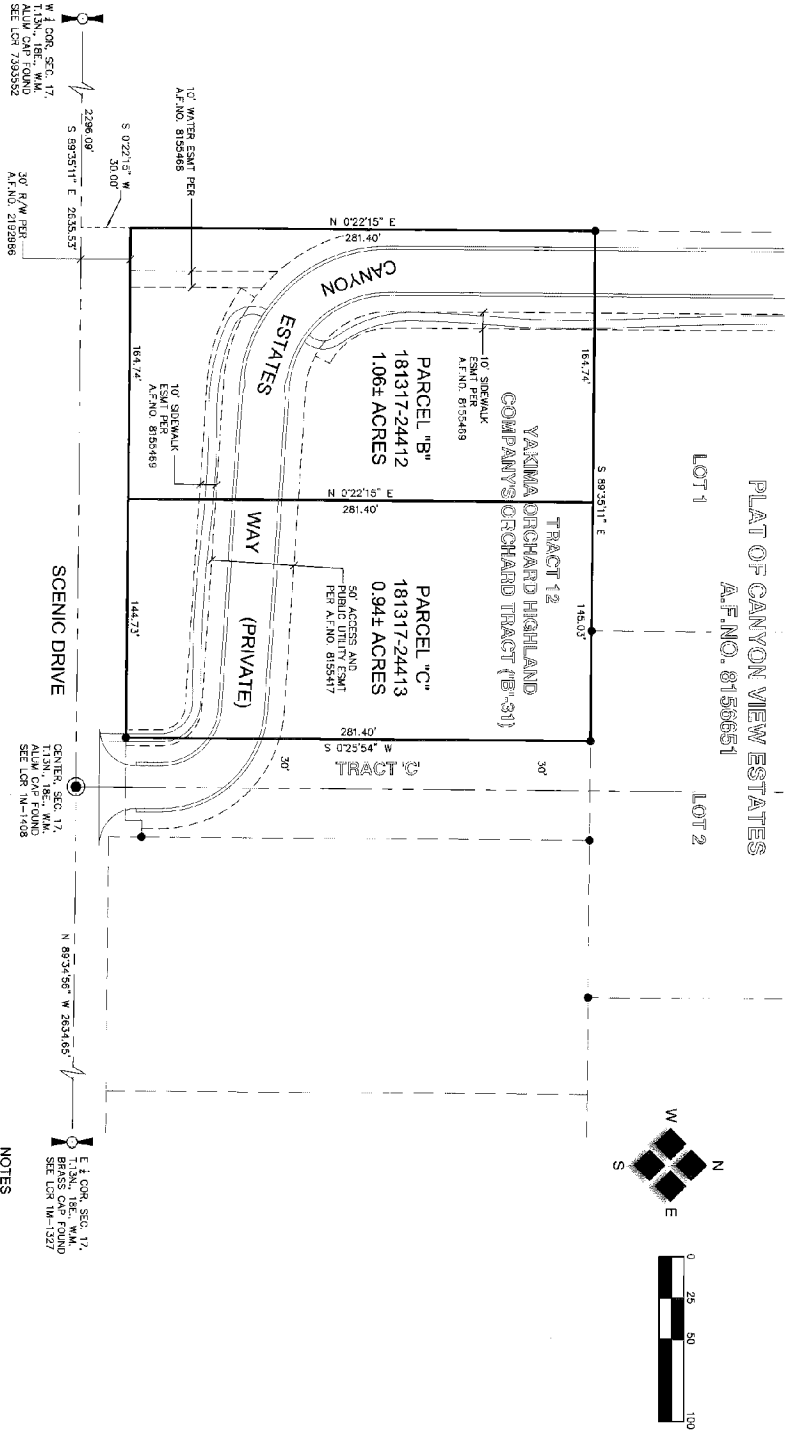
HIA
Engineering and Land Surveying, Inc.

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hiacivil.com

JOB NO. 18118
FILE NAME: 18118pld.dwg
DATE: AUGUST 16, 2022
SHEET 1 of 4

A PORTION OF THE SE 1/4, NW 1/4,
SEC. 17, T.13N., R.18E., W.M.

PLAT OF CANYON VIEW ESTATES
A.F. NO. 8156651



LEGAL DESCRIPTION

PARCEL "B" (181317-24412)
THE SOUTH 291.40 FEET OF THE EAST HALF OF TRACT 12 OF THE PLAT OF YAKIMA ORCHARD HIGHLAND COMPANYS ORCHARD TRACT (B-C-31) BOOK B OF PLATS, PAGE 31, RECORDS OF YAKIMA COUNTY, WASHINGTON.

EXCEPT THE EAST 164.80 FEET THEREOF, AND EXCEPT THE SOUTH 10 FEET FOR ROAD CONVEYED TO YAKIMA COUNTY UNDER THE RECORDS OF YAKIMA COUNTY, WASHINGTON.

PARCEL "C" (181317-24413)
THE SOUTH 281.40 FEET OF THE WEST 154.80 FEET OF THE EAST HALF OF TRACT 12 OF THE PLAT OF YAKIMA ORCHARD HIGHLAND COMPANYS ORCHARD TRACT (B-C-31) BOOK B OF PLATS, PAGE 31, RECORDS OF YAKIMA COUNTY, WASHINGTON.
EXCEPT THE SOUTH 10 FEET FOR ROAD CONVEYED TO YAKIMA COUNTY UNDER THE RECORDS OF YAKIMA COUNTY, WASHINGTON.

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SCENIC RANCH, LLC IN FEBRUARY, 2024.

CERTIFICATE NO. 38182



NOTES

1. ● DENOTES GREAT AND CAP (G33132/44631) FOUND UNLESS NOTED OTHERWISE.
2. THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, T.13N., R.18E., W.M. IS ASSUMED TO HAVE A BEARING OF S 89°35'11" E.
3. SURVEY PERFORMED WITH A LEICA DISTO D515 RECEIVER UTILIZING FAST STATIC AND REAL TIME KINEMATIC PROCEDURES. 4. MONUMENTS SHOWN HEREON AS FOUND WERE VISITED IN MAY, 2019.
5. THIS SURVEY WAS OR EXCEEDS THE STANDARDS CONTAINED IN WAC 332-130-090.

AUDITORS CERTIFICATE

FILED FOR RECORD THIS 24th DAY OF FEBRUARY 2024 AT 2:08 P.M. UNDER AUDITOR'S FILE NUMBER 38182. RECORDS OF YAKIMA COUNTY, WASHINGTON, AT THE REQUEST OF H.A. ENGINEERING AND LAND SURVEYING, INC. BY MAKISSA KASS YAKIMA COUNTY AUDITOR.

RECORD OF SURVEY
for, SCENIC RANCH, LLC
YAKIMA COUNTY, WASHINGTON



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

FIELD BOOK:	
JOB NO.:	181118
FILE NAME:	181880SDWG
DRAWN BY:	TDF
DATE:	28.24
REVIEWED BY:	ETH
DATE:	28.24

T.13N., R.18E., W.M.
SHEET 1 OF 1