



*Sandy J. Johnson*  
*P.O. #67*  
*Benton City WA*  
*90320*

(1)  
COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE PLAT OF SANLYN ESTATES

This declaration is made on the date hereinafter set forth by the undersigned owners of the real property commonly known as the Plat of SANLYN ESTATES, records of Benton County, Washington.

WITNESSETH:

WHEREAS, the Plat of SANLYN ESTATES contains 53 separately platted residential lots and a Phase "1" & "2" and,

WHEREAS, said lots will be developed and sold subject to certain protective covenants, easements, conditions, restrictions, reservations, rights of access, liens, and charges as thereafter set forth;

NOW, THEREFORE, the undersigned hereby declare that all the properties described below shall be held, sold, conveyed and developed subject to the following easements, restrictions, covenants and conditions, all of which are for the purposes of enhancing the value and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.1 Association. The term "Association" shall mean SANLYN ESTATES Homeowners Association.

Section 1.2 Owner. The term "owner" shall mean and refer to the record owners, whether one or more persons or entities, of a few simple title to any lot or portion of said plat, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 Developer. The term "Developer" shall mean and refer to SANLYN Inc. /Lynn R. Vermeire & Sandy J. Johnson.

ARTICLE II  
Real Property

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in the City of Benton City, County of Benton, State of Washington, and legally described as the Plat of SANLYN ESTATES, as recorded in the records of Benton County Auditors.

Alternate Property Number: 1 1897 307 0000 012 (012 is lot #)

(2)

ARTICLE III  
FORMATION OF HOMEOWNERS' ASSOCIATION

Section 3.1 **Membership.** All persons owning or acquiring a residential building lot in SANLYN ESTATES shall automatically become members in SANLYN ESTATES Homeowner's Association. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a lot within said real property. Upon the transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any lot, all such personal shall be members. The vote for such lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any lot.

3.2 **Purpose.** The association's purpose shall include management of common properties, administration and collection of assessments and architectural control as herein set forth.

3.3 **Management.** The association formed by these covenants shall be managed by a Board of Directors composed of three (3) members of the Association. The Association shall conduct its business in accordance with the By Laws attached thereto as Exhibit "A". The Developers (Sandy Johnson & Lynn Vermeire) and one (1) additional designee shall constitute the initial Board of Directors. Upon completion of the development full management shall be turned over to the Association.

3.4 **Incorporation.** The association may be incorporated upon a majority vote of its members

ARCICLE IV

COMMON PROPERTIES/IRRIGATION SYSTEM

Section 4.1 **Common Properties.** Each member shall have a right of enjoyment in the common properties of SANLYN ESTATES more specifically described as follows:

- (1) Three treed islands on Sun Valley Way
- (2) Future designated "park"
- (3) Any future area designated at "common properties" of SANLYN ESTATES

Such right of use and enjoyment shall be appurtenant to and shall pass with title to, or contract purchaser's interest in, any lot or designated parcel of property within said plat of record, subject to such restrictions regarding use as are duly adopted by the Association.

Section 4.2 **Irrigation System.** The irrigation system of SANLYN ESTATES shall remain under ownership of the developer until 90% of all lots within the Plat of SANLYN ESTATES are sold or sooner, at the developer's discretion. Thereafter the irrigation system will be transferred without cost either to the Association or to a valid irrigation district. If transferred to the Association it will be an additional common property subject to assessment for maintenance, repair and operation.

Kinoa Irrigation District supplies irrigation water to SANLYN ESTATES. The assessment per lot is \$145.00, which is due on/before May 1<sup>st</sup> of each year. This assessment is paid directly to Kiona Irrigation.

(3)  
ARTICLE V  
Assessments

**Section 5.1 Creation of Lien and Personal Obligations for Assessments.** Each owner or contract purchaser of any lot or lots within said Plat of SANLYN ESTATES, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments and special assessments for the purposes hereafter set forth.

All assessments, together with interest and collection costs (including reasonable attorney fees) shall be a continuing lien upon the property against which each such assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless expressly assumed by them; provided, however, that in the case of a sale or a contract for the sale of any lot or subdivision of said Plat of SANLYN ESTATES which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment of contract, shall be personally liable only for the amount of the installments prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

**5.2 Purpose of Assessment.** The assessments shall be used exclusively for the benefit of common properties including, without limitation; the construction, establishment, improvements, repair and maintenance of the common property, and service and facilities related to the use and enjoyment of the common property and any appropriate or necessary, means of access, plantings, designated recreations areas and similar matter of record to be developed and maintained for the common use of the owners of Plat of SANLYN ESTATES.

**5.3 Amount of Annual Assessments.** The amount of the monthly assessments shall be determined initially by the owners at a special meeting called for this purpose on or after August 15<sup>th</sup>, 2002. There shall be no assessments until the developer has sold at least fifty percent (50%) of the residential lots in first phase. Said monthly assessments may be increased by the Board of Directors with the consent of two-thirds (2/3rds) of the members. The small, annual assessment, once determined by the board of Directors may be increased by the Association with the consent of said two-thirds (2/3) membership in the Association in an amount not to exceed twenty percent (20%) of annual assessment.

**Section 5.4 Special Assessment for Capital Improvement.** In addition to the assessments authorized in Article V, Section 3 hereinabove, the Association through its Board of directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas or property used for the common benefit of said real property, including fixtures and personal property relating thereto, provided that any such assessments shall have the assent of eighty percent (80%) of the membership.

**Section 5.5 Exempt property.** The following properties shall be exempt from the assessment:  
(a) all properties dedicated to and accepted by local public authority; and  
(b) All common property.  
However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

(4)  
ARTICLE VI

USE RESTRICTIONS

**Section 6.1 Enjoyment of property.** The owners shall use their respective properties for their enjoyment in such manner as not to offend or detract from the owners' enjoyment or their own respective properties.

**Section 6.2 In Derogation of law.** No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

**Section 6.3 Pets.** Owners shall observe and obey the laws applicable to the resident of the City of Benton City pertaining to the care, control and husbandry of animals and pets. Including but not limited to the Benton City Municipal Code, Ch.6.04 -6.28.010 Dogs must be kept in an enclosed fence or on a leash & under control at all times.

**Section 6.4 Temporary Structures.** No structure of a temporary character, such as a trailer, motor home, camper, tent or shack or other outbuilding shall be used on any lot at any time as a residence.

**Section 6.5 Nuisance.** No noxious or offensive activity shall be carried on upon any properties hereinabove described, nor shall anything be done which shall become a nuisance as such is defined by the laws of the State of Washington or of ordinances of the City of Benton City, Washington.

**Section 6.6 Animals, Livestock & Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domesticated household pets may be kept according to City of Benton City Municipal Code, Ch. 20.12 & 20.15 & 8.04, but not limited to.

**Section 6.7 Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or trash, and all trash, garbage or waste shall be kept only in a City approved garbage receptacle.

**Section 6.8 Sewage Disposal.** All sewage systems must be city approved. SANLYN ESTATES is serviced by City of Benton City sewer & water.

**Section 6.9 Oil and Mining Operations.** No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon any lot.

**6.10 Water Supply.** No individual water supply systems shall be permitted on any lot.

**Section 6.11 Building Locations.** Unless otherwise approved by the Director of the City of Benton City Planning commission the following minimum development standard must be met:

- (a) Street Frontage -- 25 feet
- (b) Rear yard -- 20 feet
- (c) Side yard -- 10 feet, with 10 feet being on the side of the garage or off-street parking area.
- (d) Two off-street parking spaces per unit minimum; for more than two car families, off-street parking must be supplied for all vehicles being used by the resident family

**Section 6.12 Certain Business Uses Prohibited.** No business or occupation, including but not limited to Benton City Class A, B, & C licenses, shall be conducted as a significant activity on any of these lots. Benton City Municipal Code, Ch. 5.04 - 5.12 (excluding Developers of SANLYN ESTATES until project is completed)

**Section 6.13 Storage or Accumulation of Certain Materials Prohibited.** No machinery or scrap equipment, implements, scrap automobiles or conspicuous parts of such equipment may be stored or accumulated on the property as covered under the Benton City Municipal Code, Chapter 10.20, but not limited to such.



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Benton County

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**Section 6.14 Poplar Trees.** Poplar trees shall not be planted on any lot in SANLYN ESTATES or its common properties.

**Section 6.15 Basements.** Basements are not allowed.

**ARTICLE VII**

**EASEMENTS**

**Section 7.1 Common Areas.** The entire common areas, as defined herein shall be subject to an easement for access and enjoyment for all members of the Association.

**Section 7.2 Utilities.** All property, both private and the common areas, shall be subject to the easement for public utilities of all types.

**Section 7.3 Easements for Irrigation and Water Systems.** Each lot in SANLYN ESTATES will be subject to easements for irrigation water lines as indicated on the Plat of SANLYN ESTATES. At the present time we are serviced by a pressurized irrigation system from Kiona Irrigation. If, at some future date, there is a change in this system the Association shall be vested with full power to establish a new relationship with the supplier of irrigation water to SANLYN ESTATES. Irrigation water is supplied to all lots in an equitable fashion.

**Section 7.4 Pedestrian Easements.** Pedestrian easements shall be granted for public access as shown on the Plat Plan for SANLYN ESTATES.

**ARTICLE VIII**

**Architectural Control**

Developers will review each home placement, added buildings, landscaping and fencing plans and will be approved in writing as to the conformity and harmony of design with the existing structures in the subdivision. After fifty-one percent (51%) of the residential lots in SANLYN ESTATES are sold by Developer, the Association, acting through its Board of Directors, shall assume responsibility for architectural control.

All plans, specifications and plot plans which must be submitted for approval to said committee at #408, Birch Court, SANLYN ESTATES, Benton City, WA 99320.

The following rules shall also apply to all manufactured homes erected, installed or placed in said Plat of SANLYN ESTATES:

- (a) All manufactured homes must undergo "title elimination" and become one with the lot real estate.
- (b) The manufactured home unit must have a pitched roof and composition shingles.
- (c) The manufactured home unit must have residential-type siding.
- (d) Installation of the manufactured home unit must meet or exceed the installation requirements set for in the Benton City Code; Ch. #20.27, 20.28, 20.30
- (e) Any addition or accessory structure must conform with City of Benton City Codes and those codes set forth by SANLYN ESTATES.
- (f) The wheels and tongue of the manufactured home must be removed before final installation.

- (g) All manufactured home units shall be doublewide or larger and meet Benton City size requirements.
- (h) All manufactured home units must comply with the Homeowner's Association appearance regulations set forth in Article XI herein
- (i) All manufactured home units must be approved as "super good sense energy" homes or equivalent by an applicable city or county agency.
- (j) All manufactured home units must be pit set with city codes followed for foundations and tie downs as required by the Benton City Municipal Code.
- (k) Skirting on any manufactured home unit must not be metal, but concrete in appearance, such as wonder board, block, brick or masonite or other material as approved by the Developer or the Association.
- (l) All lots must be landscaped within ninety (60) days after installation of the manufactured home on the lot.
- (m) Skirting color may coordinate and blend with home color scheme.

Section 1.8 Directors may be removed or replaced at any time by a majority vote of the members.

**ARTICLE IX**

**OWNER'S MEETINGS**

SECTION 2.1 There shall be an annual meeting of the owners in the forth (4<sup>th</sup>) quarter of each year beginning in 2002 at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting.

SECTION 2.2 At such annual meeting the Directors shall submit to the membership its budget for the coming year.

SECTION 2.3 All members may vote in person or by written proxy.

SECTION 2.4 A special meeting of the owners shall be called by the President of the Association upon direction of the Board or by Petition signed by no less than ten percent (10%) of the membership. Notice of special meetings shall be in writing and shall be mailed at least ten (10) days prior to any meeting.

**ARTICLE X**

**AMMENDMENTS**

These By Laws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least sixty percent (75%) of the owners.

Dated at Benton City, Washington, this \_\_\_\_ day of \_\_\_\_\_.

SANLYN ESTATES HOWEOWNERS ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

(7)

**BY-LAWS**

for

**THE PLAT FOR SANLYN ESTATES**

**ARTICLE 1**

**BOARD OF DIRECTORS' OFFICERS**

**Section 1.1** Administration of the Association shall be by the board of three (3) directors elected from among the SANLYN ESTATES homeowners. This board shall elect a president, vice-president, and secretary/treasurer from among its members.

**Section 1.2** Special meetings of the Board of Directors may be called by any director on three days notice to each director, and personal attendance of any director shall constitute waiver of notice by such director. The annual meeting of the directors shall be held in conjunction with the annual meeting of the owners. Other meetings of directors may be called and held at any time and place.

**Section 1.3** A majority of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.

**Section 1.4** Directors are elected annually at the Owners Meeting described at By Laws Articles II.

**Section 1.5** No director/officer shall receive compensation for serving as director/officer.

**Section 1.6** The president shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. In the absence or inability of the president, the vice-president shall perform the functions of president. The secretary shall keep minutes of the Association and keep such books and records as may be necessary and appropriate for the records of the association and its board. All correspondence pertaining to the Association shall be signed by the president. Roberts Rules of Order will be used.

**Section 1.7** The treasurer shall maintain a bank account for the funds of the Association and deposit therein all assessments and other funds of the owners; association, keeping accurate records thereof and disbursing the same only for purposes of the Association and as approved by the Board of Directors. An independent audit of the books may be called as needed.

Exhibit "A"

Revised 6/01



(8)

ARTICLE XII  
(General Provisions)

Section 12.1 **Enforcement.** The Association, Developer, or any owner, shall have the right to enforce by an proceedings at law or equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by provision of this declaration.

Section 12.2 **Severability.** Invalidation of any one of these conditions or restrictions by judgment or court order shall in no wise affect any other provision. All other provisions shall remain in full force and effect.

Section 12.3 **Amendments.** The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit to be enforceable by the Association of the owners of any lot or unit subject to this declaration, their legal representatives, heirs, successors and assigns. The conditions, covenants and restriction of this declaration may be amended by an instrument signed by not less than seventy-five (75%) of the lot or unit owners therein. All amendments shall be binding upon recording with the Benton County Auditor.

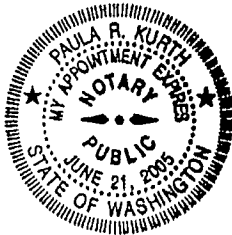
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002

By: Sandy Johnson } husband  
Owner/Developer } & wife  
John R. Johnson

STATE OF WASHINGTON )  
 )ss  
COUNTY OF BENTON )

On this 18 day of July, 2002, personally appeared before me Sandy & Lynn Leineite to me known to be the Developer of SANLYN ESTATES, the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said SANLYN ESTATES for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my name and affirmed by official seal the day and year first above written.



Paula R. Kurth  
Notary Public in and for the State of WA,  
Residing at Benton City  
My commission Expires: 6/21/05

(9)  
ARTICLE XI

**Section 8.1 Landscaping: Lot & Home Maintenance.** The Developer is not responsible for providing additional soil, lawn seed, fertilizer, etc, nor is the Developer responsible for damage caused by drainage problems. The Owner shall maintain the landscaping, yard, lawn, flowers, trees, shrubbery and driveway in good condition. Materials and miscellaneous recreational items of any kind shall be appropriately stored so as to not create a "mess". All refuse must be picked up and disposed of on a regular basis. Garbage cans are required for all residents. The Owner's lot shall be kept neat, clean and orderly, including front, sides and back. The Association must approve landscaping improvements, including figurines. Bare soil must be covered. If the Owner allows the lawn, landscaping beds or driveway to become unsightly, or allows accumulation of debris, the management may have such lawns mowed, trimmed or weeded, beds weeded or unsightly materials or debris removed at the expense of the Owner. The Developer reserves the right to perform whatever trimming, pruning and removal of landscaping that interferes with the safety or enjoyment of other Residents, or that may cause damage to SANLYN Estates, and to charge the Owner for expenses related to such work. Newly installed homes must have landscaping in place within sixty days after arrival, weather permitting. The Association has the right to determine the standard of appearance required of each Lot.

If Owner is absent, or cannot take proper care of the lawn, etc, the Resident shall arrange for the proper maintenance of Owner's Lot and home.

Sprinklers must be used to water lawn and landscaping beds, no open hoses. (no flood irrigating) Excess water is not to be allowed to run onto the street.

Owners are responsible for calling plumber and clearing any blockage in sewer line from their home in the city main line if they are responsible for the blockage.

Owners shall maintain their home and accessory structures clean, sanitary, and in good order and repair at all times. Painted areas shall not be allowed to peel or become weather-beaten and shall be repainted every five (5) to seven (seven) years, or as needed to maintain a like new appearance. Colors shall blend with the community surroundings with a moderate color scheme. All damaged portions of the home and accessory structures including but not limited to carports, fences, steps, porches, decks and storage units, shall present an attractive and eye pleasing appearance at all times and shall not be allowed to become unsightly.

There may be deletions or additions to this section at the request of residents and at the discretion of Developers.



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Benton County

**COVENANTS, EASEMENTS, CONDITIONS  
AND RESTRICTION  
FOR  
THE PLAT OF SANLYN ESTATES**

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Homeowner/date

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Homeowner/date

Return Name and Address:  
Sandy Johnson  
PO 267  
Benton city, WA 99320

PLEASE PRINT OR TYPE INFORMATION:

<p><b>Document Title(s)</b>(or transactions contained therein):</p> <ol style="list-style-type: none"><li>1. Amendment of Covenants, Easements, conditions</li><li>2. &amp; Restrictions for _____</li><li>3.</li><li>4.</li></ol>
<p><b>Grantor(s)</b>(Last name first, first name, middle initials):</p> <ol style="list-style-type: none"><li>1. SANLYN Estates</li><li>2.</li><li>3.</li><li>4.</li></ol> <p>Additional names on page _____ of document.</p>
<p><b>Grantee(s)</b>(Last name first, first name, middle initials):</p> <ol style="list-style-type: none"><li>1. owners</li><li>2.</li><li>3.</li><li>4.</li></ol> <p>Additional names on page _____ of document.</p>
<p><b>Legal description</b> (abbreviated: ie. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Additional legal is on page _____ of document.</p>
<p><b>Reference Number(s)</b> of documents assigned or released: 2002-027856</p> <p>Additional numbers on page _____ of document.</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p>Property Tax Parcel ID is not yet assigned. Additional parcel numbers on page _____ of document.</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.</p>



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Example: Alternate Property Number: 1 1897 307 0000 012  
(county parcel #, lot #)



(2)

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**ARTICLE IV**

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Section 4.1 **Common Properties.** Each member shall have a right of enjoyment in the common properties of SANLYN ESTATES more specifically described as follows:

- (1) Three treed islands on Sun Valley Way
- (2) Future designated "park"
- (3) Any future area designated as "common properties" of SANLYN ESTATES

Such right of use and enjoyment shall be appurtenant to and shall pass with title to, or contract purchaser's interest in, any lot or designated parcel of property within said plat of record, subject to such restrictions regarding use as are duly adopted by the Association.

Section 4.2 **Irrigation System.** The irrigation system of SANLYN ESTATES shall remain under ownership of the developer until 90% of all lots within the Plat of SANLYN ESTATES are sold or sooner, at the developer's discretion. Thereafter the irrigation system will be transferred without cost either to the Association or to a valid irrigation district. If transferred to the Association it will be an additional common property subject to assessment for maintenance, repair and operation.

Kiona Irrigation District supplies irrigation water to SANLYN ESTATES. The assessment per lot is \$145.00, which is due on/before May 1<sup>st</sup> of each year. This assessment is paid directly to Kiona Irrigation.



(3)  
ARTICLE V  
Assessments

**Section 5.1 Creation of Lien and Personal Obligations for Assessments.** Each owner or contract purchaser of any lot or lots within said Plat of SANLYN ESTATES, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments and special assessments for the purposes hereafter set forth.

All assessments, together with interest and collection costs (including reasonable attorney fees) shall be a continuing lien upon the said property against which each assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless expressly assumed by them; provided, however, that in the case of a sale or a contract for the sale of any lot or subdivision of said Plat of SANLYN ESTATES which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment of contract, shall be personally liable only for the amount of the installments prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

**5.2 Purpose of Assessment.** The assessments shall be used exclusively for the benefit of common properties including, without limitation; the construction, establishment, improvements, repair and maintenance of the common property, and service and facilities related to the use and enjoyment of the common property and any appropriate or necessary, means of access, plantings, designated recreations areas and similar matter of record to be developed and maintained for the common use of the owners of Plat of SANLYN ESTATES.

**5.3 Amount of Annual Assessments.** The amount of the monthly assessments shall be determined initially by the owners at a special meeting called for this purpose on or after August 15<sup>th</sup>, 2002. There shall be no assessments until the developer has sold at least fifty percent (50%) of the residential lots in first phase. Said monthly assessments may be increased by the Board of Directors with the consent of two-thirds (2/3rds) of the members. The small, annual assessment, once determined by the board of Directors may be increased by the Association with the consent of said two-thirds (2/3) membership in the Association in an amount not to exceed twenty percent (20%) of annual assessment.

**Section 5.4 Special Assessment for Capital Improvement.** In addition to the assessments authorized in Article V, Section 3 hereinabove, the Association through its Board of directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas or property used for the common benefit of said real property, including fixtures and personal property relating thereto, provided that any such assessments shall have the assent of eighty percent (80%) of the membership.

**Section 5.5 Exempt property.** The following properties shall be exempt from the assessment:  
(a) all properties dedicated to and accepted by local public authority; and  
(b) All common property.  
However, no land or improvements devoted to dwelling use shall be exempt from said assessments.



(4)  
ARTICLE VI

USE RESTRICTIONS

**Section 6.1 Enjoyment of property.** The owners shall use their respective properties for their enjoyment in such manner as not to offend or detract from the owners' enjoyment or their own respective properties.

**Section 6.2 In Derogation of law.** No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

**Section 6.3 Pets.** Owners shall observe and obey the laws applicable to the resident of the City of Benton City pertaining to the care, control and husbandry of animals and pets. Including but not limited to the Benton City Municipal Code, Ch.6.04 -6.28.010 Dogs must be kept in an enclosed fence or on a leash & under control at all times.

**Section 6.4 Temporary Structures.** No structure of a temporary character, such as a trailer, motor home, camper, tent or shack or other outbuilding shall be used on any lot at any time as a residence.

**Section 6.5 Nuisance.** No noxious or offensive activity shall be carried on upon any properties hereinabove described, nor shall anything be done which shall become a nuisance as such is defined by the laws of the State of Washington or of ordinances of the City of Benton City, Washington. For example, but not limited to: loud music, boisterous parties, constantly barking dogs or any such nuisance.

**Section 6.6 Animals, Livestock & Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other domesticated household pets may be kept according to City of Benton City Municipal Code, Ch. 20.12 & 20.15 & 8.04, but not limited to.

**Section 6.7 Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or trash, and all trash, garbage or waste shall be kept only in a City approved garbage receptacle. Garbage can see page 7, 8.1.

**Section 6.8 Sewage Disposal.** All sewage systems must be city approved. SANLYN ESTATES is serviced by City of Benton City sewer & water.

**Section 6.9 Oil and Mining Operations.** No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon any lot.

**6.10 Water Supply.** No individual water supply systems shall be permitted on any lot.

**Section 6.11 Building Locations.** Unless otherwise approved by the Director of the City of Benton City Planning commission the following minimum development standard must be met:

- (a) Street Frontage - 25 feet
- (b) Rear yard - 20 feet
- (c) Side yard -10 feet, with 10 feet being on the side of the garage or off-street parking area.
- (d) Two off-street parking spaces per unit minimum; for more than two car families, off-street parking must be supplied for all vehicles being used by the resident family

**Section 6.12 Certain Business Uses Prohibited.** No business or occupation, including but not limited to Benton City Class A, B, & C licenses, (BPMC 5.04.090, .100, .110) shall be conducted as a significant activity on any of these lots. Benton City Municipal Code, Ch. 5.04 - 5.12 (excluding Developers of SANLYN ESTATES until project is completed)

**Section 6.13 Storage or Accumulation of Certain Materials Prohibited.** No machinery or scrap equipment, implements, scrap automobiles or conspicuous parts of such equipment may be stored or

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accumulated on the property as covered under the Benton City Municipal Code, Chapter 10.20, but not limited to such. For example, but not limited to, discarded home appliances, broken furniture, inoperable and/or unlicensed vehicles or sports equipment.

**Section 6.14 Poplar/Cottonwood Trees.** Poplar trees shall not be planted on any lot in SANLYN ESTATES or its common properties.

**Section 6.15 Basements.** Basements are not allowed.

## ARTICLE VII

### EASEMENTS

**Section 7.1 Common Areas.** The entire common areas, as defined herein shall be subject to an easement for access and enjoyment for all members of the Association.

**Section 7.2 Utilities.** All property, both private and the common areas, shall be subject to the easement for public utilities of all types.

**Section 7.3 Easements for Irrigation and Water Systems.** Each lot in SANLYN ESTATES will be subject to easements for irrigation water lines as indicated on the Plat of SANLYN ESTATES. At the present time we are serviced by a pressurized irrigation system from Kiona Irrigation. If, at some future date, there is a change in this system the Association shall be vested with full power to establish a new relationship with the supplier of irrigation water to SANLYN ESTATES. Irrigation water is supplied to all lots in an equitable fashion.

**Section 7.4 Pedestrian Easements.** Pedestrian easements shall be granted for public access as shown on the Plat Plan for SANLYN ESTATES.

## ARTICLE VIII

### Architectural Control

Developers will review each home placement, added buildings, landscaping and fencing plans and will be approved in writing as to the conformity and harmony of design with the existing structures in the subdivision. After fifty-one percent (51%) of the residential lots in SANLYN ESTATES are sold by Developer, the Association, acting through its Board of Directors, shall assume responsibility for architectural control.

All plans, specifications and plot plans, which must be submitted to the President of the Association for approval by the Association.

The following rules shall also apply to all manufactured homes erected, installed or placed in said Plat of SANLYN ESTATES:

- (a) All manufactured homes must undergo "title elimination" and become one with the lot real estate.
  - (b) The manufactured home unit must have a pitched roof and composition shingles.
  - (c) The manufactured home unit must have residential-type siding.
  - (d) Installation of the manufactured home unit must meet or exceed the installation requirements set for in the Benton City Code: Ch. #20.27, 20.28, 20.30
-



(6)

- (c) Any addition or accessory structure must conform with City of Benton City Codes and those codes set forth by SANLYN ESTATES.
- (f) Any addition or accessory structure must conform with City of Benton City Codes and those codes set forth by SANLYN ESTATES.
- (g) The wheels and tongue of the manufactured home must be removed before final installation.
- (h) All manufactured home units shall be doublewide or larger and meet Benton City size requirements.
- (h) All manufactured home units must comply with the Homeowner's Association appearance regulations set forth in Article XI herein
- (i) All manufactured home units must be approved as "super good sense energy" homes or equivalent by an applicable city or county agency.
- (j) All manufactured home units must be pit set with city codes followed for foundations and tie downs as required by the Benton City Municipal Code.
- (k) Skirting on any manufactured home unit must not be metal, but concrete in appearance, such as wonder board, block, brick or masonite or other material as approved by the Developer or the Association.
- (l) All lots must be landscaped within ninety (90) days after installation of the manufactured home on the lot.
- (m) Skirting color may coordinate and blend with home color scheme.

Section 1.8 Directors may be removed or replaced at any time by a majority vote of the members.

**ARTICLE IX**

**OWNER'S MEETINGS**

SECTION 2.1 There shall be an annual meeting of the owners in the third (3rd) quarter of each year beginning in 2003 at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting.

SECTION 2.2 At such annual meeting the Directors shall submit to the membership its budget for the coming year.

SECTION 2.3 All members may vote in person or by written proxy.

SECTION 2.4 A special meeting of the owners shall be called by the President of the Association upon direction of the Board or by Petition signed by no less than ten percent (10%) of the membership. Notice of special meetings shall be in writing and shall be mailed at least ten (10) days prior to any meeting.

**ARTICLE X**

**AMMENDMENTS**

These By Laws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least seventy-five (75%) of the owners.

Dated at Benton City, Washington, this \_\_\_\_ day of \_\_\_\_\_

SANLYN ESTATES HOWEOWNERS ASSOCIATION

By: \_\_\_\_\_

By:



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Section 8.1 Landscaping: Lot & Home Maintenance. The Developer is not responsible for providing additional soil, lawn seed, fertilizer, etc, nor is the Developer responsible for damage caused by drainage problems. The Individual Owner shall maintain the landscaping, yard, lawn, flowers, trees, shrubbery and driveway in good condition. Materials and miscellaneous recreational items of any kind shall be appropriately stored so as to not create a "mess" defined as "untidiness". All refuse must be picked up and disposed of on a regular basis. Garbage cans are required for all residents. Garbage containers must be placed next to the residence or garage/shed, they are not to be left in the street. Excess garbage must be placed in a container other than plastic bags. The Owner's lot shall be kept neat, clean and orderly, including front, sides and back. Example are mowed, trimmed lawn, weeds eliminated, shrubs trimmed, . . . refer to page 4, 6.13. The Association must approve landscaping improvements, including figurines. Bare soil must be covered. If the Owner allows the lawn, landscaping beds or driveway to become unsightly, or allows accumulation of debris, the Association may have such lawns mowed, trimmed or weeded, beds weeded or unsightly materials or debris removed at the expense of the Owner. The Association reserves the right to perform whatever trimming, pruning and removal of landscaping that interferes with the safety or enjoyment of other Residents, or that may cause damage to SANLYN Estates, and to charge the Owner for expenses related to such work. Newly installed homes must have landscaping in place within sixty days after arrival, weather permitting. The Association has the right to determine the standard of appearance required of each Lot.

● If individual Owner is absent, or cannot take proper care of the lawn, etc, the Resident shall arrange for the proper maintenance of Owner's Lot and home.

Sprinklers must be used to water lawn and landscaping beds, no open hoses. (no flood irrigating) Excess water is not to be allowed to run onto the street.

● Individual Owners are responsible for calling plumber and clearing any blockage in sewer line from their home to the city main line.

Owners shall maintain their home and accessory structures clean, sanitary, and in good order and repair at all times. Painted areas shall not be allowed to peel or become weather-beaten and shall be repainted every five (5) to seven (seven) years, or as needed to maintain a like new appearance. Colors shall blend with the community surroundings with a moderate color scheme. All damaged portions of the home and accessory structures including but not limited to carports, fences, steps, porches, decks and storage units, shall present an attractive and eye pleasing appearance at all times and shall not be allowed to become unsightly.

● There may be deletions or additions to this section at the request of residents and at the discretion of Association.

(8)

ARTICLE XII (General Provisions)

Section 12.1 Enforcement. The Association, Developer, or any owner, shall have the right to enforce through any proceedings at law or equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by provision of this declaration.

Section 12.2 Severability. Invalidation of any one of these conditions or restrictions by judgment or court order shall in no wise affect any other provision. All other provisions shall remain in full force and effect.

Section 12.3 Amendments. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit to be enforceable by the Association of the owners of any lot or unit subject to this declaration, their legal representatives, heirs, successors and assigns. The conditions, covenants and restriction of this declaration may be amended by an instrument signed by not less than seventy-five (75%) of the lot or unit owners therein. All amendments shall be binding upon recording with the Benton County Auditor.

DATED this \_\_\_ day of \_\_\_\_\_, 2003

By: \_\_\_\_\_ Owner/Developer

STATE OF WASHINGTON ) )ss COUNTY OF BENTON )

On this \_\_\_ day of \_\_\_\_\_, 2003, personally appeared before me \_\_\_\_\_ to me known to be the Developer of SANLYN ESTATES, the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said SANLYN ESTATES for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my name and affirmed by official seal the day and year first above written.

X \_\_\_\_\_ Notary Public in and for the State of WA, Residing at \_\_\_\_\_ My commission Expires: \_\_\_\_\_

(7) ARTICLE XI



(9)

**BY-LAWS**

for

**THE PLAT FOR SANLYN ESTATES**

**ARTICLE I**

**BOARD OF DIRECTORS' OFFICERS**

Section 1.1 Administration of the Association shall consist of three (3) directors elected from among the SANLYN ESTATES homeowners. This board shall elect a president, vice-president, and secretary/treasurer from among its members.

Section 1.2 Special meetings of the Board of Directors may be called by any director with three day notice. Personal attendance of any director shall constitute waiver of notice by such. The annual meeting of the directors shall be held in conjunction with the annual meeting of the owners. Other meetings of directors may be called and held at any time and place.

Section 1.3 A majority of two-thirds (2/3rds) of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.

Section 1.4 Directors are elected annually at the Owners Meeting described at By Laws Articles II.

Section 1.5 No director/officer shall receive compensation for serving as director/officer.

Section 1.6 The president shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. In the absence or inability of the president, the vice-president shall perform the functions of president. The secretary shall keep minutes of the Association and keep such books and records as may be necessary and appropriate for the records of the association and its board. All correspondence pertaining to the Association shall be signed by the president. Roberts Rules of Order shall be used by the Board of Directors.

Section 1.7 The treasurer shall maintain a bank account for the funds of the Association and deposit therein all assessments and other funds of the owners; association, keeping accurate records thereof and disbursing the same only for purposes of the Association and as approved by the Board of Directors. An independent audit of the books may be called as needed.

Exhibit "A"