


TREASURER'S USE ONLY	RECORDER'S USE ONLY  Recorded in the County of Kittitas, WA Beverly M. Allenbaugh, Auditor  28.00 199712190001 09:31am 12/19/97 001 4007470 04 07 U10 21 0 8.00 20.00
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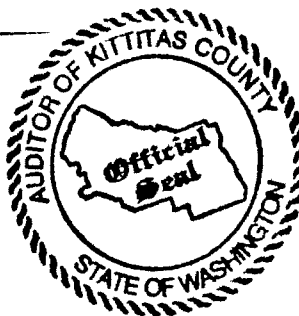
## Kittitas County Auditor/Recorder's Indexing Form

Please Print Or Type All Information

- A. Return Address: *HYAK PROPERTY OWNERS' ASSOC.  
P.O. BOX 120  
SNOQUALMIE PASS, WA 98068*
- B. Document Titles (or transactions contained therein):  
 1 *COVENANTS*  
 2 *REV. NOV. 1997*
- C. Grantor(s) (last name, first name, middle initial):  
 1 *HYAK PROPERTY OWNERS' ASSOC.*  
 2  
☐ Additional grantors on page \_\_\_\_ of document.
- D. Grantee(s) (last name, first name, middle initial):  
 1 *TO THE PUBLIC*  
 2  
☐ Additional grantees on page \_\_\_\_ of document.
- E. Legal description (lot, block, plat or section, township, range):  
☐ Additional legal description on page \_\_\_\_ of document.
- F. Assessor's property tax parcel/account number:
- G. Reference numbers of documents assigned or released:  
☐ Additional references on page \_\_\_\_ of document.

The auditor or recording officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

28852

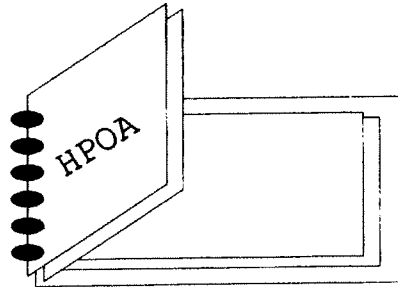


KITTITAS COUNTY, State of Washington  
 I do hereby certify that the enclosed instrument is a true and correct copy of the imaged original record preserved in this office. Witness my hand and official seal,  
 Kittitas County Auditor, by:  
 Deputy *[Signature]* Date: *4-27-06*

19971219 0001

# **DECLARATION OF RESTRICTIVE COVENANTS**

**OF  
HYAK PROPERTY OWNERS ASSOCIATION**



Revised November 1997

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**28853**

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**DECLARATION OF RESTRICTIVE COVENANTS**

KNOW ALL PERSONS BY THESE PRESENTS that Hyak Skiing Corporation, a Washington Corporation, on July 11, 1967 did hereby make, establish, confirm and impress upon all lots in the plat of Hyak Estates, Section 15, Township 22 North, Range 11 East, W.M., as per plat to be recorded with the auditor of Kittitas County, covering property in said County legally described as set forth in Exhibit "A" attached hereto and by this reference made a part hereof, certain Restrictive Covenants to run with the land and bind said corporation and all the future grantees, assignees and successors to said Covenants for the term hereinafter stated, which restrictive covenants are amended by the Hyak Property Owners Association (HPOA), as successor to Hyak Skiing Corporation as follows:

**1. General Provisions.** These Restrictive Covenants of Hyak Estates shall run with the land and shall be binding upon all parties thereto and all persons claiming under them until January 1, 2008, at which time said Restrictive Covenants shall be automatically extended for successive periods of ten years unless the owners of a majority of the lots, by an instrument or instruments in writing duly signed and acknowledged by them, terminate or amend said restrictive covenants insofar as they pertain to residential lots and

termination of amendments shall become effective upon filing of such instrument or instruments of record in the office of the Auditor of Kittitas County, Washington. Such instrument or instruments shall contain proper reference to the records of said office by volume and page number of both recording of the Plat of Hyak Estates are set forth and to the recording of all amendments hereof.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning any real property situated in Hyak Estates Divisions No. 1,2,3, and 4 to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues for such violation, providing that any failure to enforce any rights under this paragraph with regard to a particular violation shall in no way constitute a waiver of any rights under this Declaration of Restrictive covenants. All costs incurred in the enforcement shall be at the expense of the violator or violators.

Invalidation of any of these Covenants by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**2. Building Restrictions.** A building site shall consist of at least one or more lots as shown on said plat or a parcel composed of such portions of such lots as may be approved and designated as a building site by the Building Committee provided the same shall be in compliance with the then existing and effective laws and regulations of the State and County.

No building or structure shall be erected, constructed, maintained or permitted upon such lots except upon a building site as herein above defined. No building or structure shall be erected, constructed, maintained or permitted upon the building site except a single or duplex residential unit structure.

All buildings will include a minimum of 1000 square feet of living space or a 700 square foot footprint, exclusive of patio, decks and porches. No carports, storage sheds, or separate structures will be allowed. Detached garages will only be allowed if a covered walkway connects the garage to the house. The style and color of the garage shall match the house. All exterior trim shall be uniform in style and color. Each run of exterior railing shall be uniform in style and color. The exterior siding color shall be earth tone or other HPOA approved color. The roof color shall also be approved by the Building Committee. The siding color and the roof color shall be uniform through the exterior of the structure including duplexes. The color of the exterior of the building shall be included when the plans are submitted to the Building Committee for approval.

The exterior siding and roofing of the buildings shall not be tar paper, plywood (excluding T1-11), press board, canvas or sheet metal, except sheet metal roofs are recommended..

The roof of the house shall overhang the sides a minimum of two feet measured horizontally, except to maintain uniformity in the event of addition on currently existing buildings and must be approved by the Building Committee. It is recommended that all roofs shall have a minimum of a 4/12 pitch.

The location of Propane and other tanks, including all other utilities shall be located on a site plan and approved by the Building Committee prior to placement, and are to be located to minimize visual impact. Landscaping buffers shall be placed around above ground tanks to screen visual impact by all neighboring view.

Driveways located within the County Right-of-Way, shall be located within the projection of the homeowner's property lines. All structures will provide a minimum of one parking space per unit, within the boundaries of the homeowner's property lines.

**3. Building Limits.** No structure shall be placed nearer the front lot line or nearer to the side lot line or nearer to the rear lot line than the minimum building setback lines, if any, shown on the recorded plat of Hyak Estates. In any event, no such building or structure shall be placed on any lot nearer than

25 feet to the front lot line or nearer than 10 feet to any side lot line except the four corner lots which shall have a minimum side line setback of 15 feet, nor nearer than 25 feet to any rear lot line except upon the approval of the Building Committee as set forth in these covenants. Prior to approval of building plans, each owner must demonstrate to the satisfaction of the Building Committee the exact location of all property corners, which should be marked appropriately. No television or radio aerials which are more than 6 feet in height above the highest point (exclusive of chimneys) on any building or structure shall be erected or placed on any lot. No satellite dishes larger than 1 meter in diameter, rotary beams or similar devices shall be constructed on any lot. Satellite dishes of 18 inches or smaller must be attached to the house and be no higher than the highest part of the roof, unless line of sight is not possible from the house. In cases where reception is not possible with a house mounted system, upon approval of the Building Committee, a dish may be placed in the least visible location that will allow reception.

**4. Building Committee.** The Building Committee shall be composed of at least three members of the HPOA, including an architect or engineer, if possible. Members of the Building committee shall be selected annually by the Board of Trustees of the HPOA at the time of election of officer.

**5. Approval of Plans by Building Committee.** The Building Committee shall meet monthly at the time and place of the Board of Trustees' meeting to consider and approve building plans. To have plans considered, complete plans and specifications must be submitted at least ten days prior to the scheduled meeting. If the plans are complete and meet the requirements of the Covenants, the plans will be approved at this meeting. One set of plans with signed approvals is required and must be on the job site at all times.

All buildings and structures, including homes, walls, detached garages with covered walkways and excavations for these shall be approved by the Building Committee. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing proposed location of same on the particular building site, shall be submitted to the Building Committee. Construction or alterations shall not be started until written approval thereof is given by the Building Committee. The maximum height of any building or structure shall be 35 feet above the average height of the lot, provided that the building committee shall be authorized to further restrict the height of any building to conform with the purposes, goals and provisions set forth in this Declaration of Restrictive Covenants.

As to all improvements, construction and alterations in Hyak Estates, the Building Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which are



not suitable or desirable in the Building Committee's opinion, aesthetic or otherwise, and in so passing upon such design, the Building Committee shall have the right to take into consideration the suitability of the proposed building or other structure and the material of which it is to be built, the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property and the effect, or impairment, said structure will have on the view of surrounding building sites, and any and all other factors which in the Building Committee's opinion shall affect the desirability and suitability of such proposed structure, improvements or alterations.

**6. Waiver of Restrictions and Limitations.** HPOA reserves the right to enter into agreement with the owner of any lot or lots (without the consent of the owner of other lots of adjoining or adjacent property) to deviate from the conditions, restrictions, limitations and agreements contained in this Declaration in certain particulars in a specific case, and any such deviation which shall be manifested in an agreement in writing shall not constitute a waiver of any such conditions, restrictions, limitations or agreements as to the remaining lots in the subdivision and the same shall remain fully enforceable as to all other lots located in the subdivision.

**7. Prosecution of Construction Work.** Any structure erected or placed on any lot in the subdivision shall be completed as to external appearance, including finished painting within two building seasons and shall be connected to an acceptable sewage disposal facility. Detached garages with covered walkways shall be constructed at the same time as the house, or after the completion of the house. Job sites shall be routinely cleaned of exterior debris through project completion.

Temporary living quarters such as trailers, car campers and canvas tents, and self contained, chemical toilet will be permitted only upon application to and with prior approval of the Building Committee. The length of the permit period will be limited to one building season with renewal at the sole discretion of the Building Committee. Permits for temporary living quarters will be granted only in conjunction with approved construction of a permanent dwelling. All such temporary living quarters must include approved sanitation and drinking water facilities.

**8. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage

channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for such improvements for which a public authority or utility company is responsible. Any and all drainage collected or sufficiently concentrated to create any erosion problems in the opinion of the Building Committee shall be piped at the owner's expense to the nearest public drainage facility. Plans and specifications for such underground piping must be approved by the Building Committee at the time the building plans are approved for construction purposes.

**9. Noxious Use of Property.** No noxious, illegal or offensive use of property shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No owner or owners under any conveyance shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or religious, including day schools, nurseries or church schools, nor shall said premises be used for any other purposes whatsoever except for the purpose of private dwelling or residence.

No trash, garbage, ashes or other refuse, junked vehicles, commercial vehicles, commercial equipment, abandoned vehicles, trailers, underbrush or other unsightly growths or objects shall be thrown, dumped or allowed to remain parked or to accumulate on any lot. In the event any such condition shall exist upon any lot, the HPOA shall be notified by any owner of said

condition and may use legal powers as set forth in Paragraph 1 of General Provisions, provided that this provision shall in no way abridge any rights of any owner existing under the common law or statutes of the State of Washington. The HPOA shall have the right and power to correct the violation or default and shall have a lien against the property upon which the violation or default occurs from the date of filing for record and notice thereof, which lien, together with costs and attorneys fees, may be enforced in the same manner as hereinafter provided for foreclosure of liens in Paragraph 19 of this Declaration of Restrictive Covenants. All machinery, building materials, recreational equipment will be stored out of sight.

**10. Fences, Hedges and Clotheslines.** No fences, hedges or boundary walls will be permitted upon any lot except around immediately developed outside patio areas and as approved in advance by the Building Committee. No exterior clotheslines or strung wires shall be permitted.

**11. Landscaping.** Natural landscaping shall be maintained to the greatest extent possible. No cutting or pruning of trees will be permitted without prior approval of the Building Committee, except for trees within the foot print of the buildings and driveway. Landscaping planted by any lot owner shall not interfere with the view of any other lot owner in Hyak Estates. Existing views are to be protected. Any dispute regarding view protection shall be resolved by the Building Committee.

**12. Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. All animals are to be kept responsibly. Owners and renters are responsible for controlling and maintaining animal noise and cleanup.

**13. Garbage Cans and Refuse Disposal.** Trash, garbage or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from adjacent properties or residences. Any owner renting out a residence shall be required to provide weekly onsite garbage service to the tenants at the owner's expense.

**14. Signs.** No sign of any kind shall be displayed to public view on any lot or residence except Neighborhood Entry Signs. Construction signs of not more than 8 square feet are permitted during the construction phase and For Sale or For Rent of not more than 4 square feet. For Sale or For Rent sign posts are to be configured as a vertical member topped with a horizontal member, from which the sign is hung. All other signs are to be displayed only with the written approval of the Building Committee. Signs posted will not block vehicular or pedestrian traffic and shall not be affixed to trees, traffic or street identification poles.

**15. Mail Boxes.** All mail boxes must be of a standard accepted by the U.S. Postal authorities and must be located in those areas as designated by the U.S. Postal Department. Structures containing such mail boxes must be approved by the Building Committee as herein set forth.

**16. Poles and Wires.** No facilities including poles and wires for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any lot. The use of TV Satellite dishes one meter or less in diameter will be allowed.

**17. Mining.** No lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil, or other hydrocarbons, minerals, gravel or earth.

**18. Combination of Lots.** Two or more contiguous lots may be treated by the owner as one lot with no setback line on either side of the side boundary common to the contiguous lots. None of the lots within Hyak Estates shall be further divided without prior written consent of the Building Committee.

**19. Maintenance of Lots and Improvements.** The lots and improvements thereon shall be maintained in compliance with the intent of

these Covenants. Thirty days after notice to the owner of any lot failing to be so maintained, the Board of Trustees of HPOA or a person or persons designated by them may then enter upon any lot for the purposes of cutting, plowing under, burning or otherwise removing weeds and removing and disposing of rubbish or litter. No such entry shall be deemed a trespass and HPOA shall not be subject to any liability therefore. The costs of such work shall be billed to and paid by the owner of the lot and shall constitute a lien on the lot from and after the date that notice of delinquency is filed of record. The lien, including costs and attorneys' fees, may be enforced by HPOA in the manner provided by law with respect to the lien of mechanics and materialism under the laws of the State of Washington. The lien shall be discharged upon payment by the owner of said lot of the amount of said lien, together with the cost and expense incident to the filing of the notice of delinquency and all costs for foreclosure or other enforcement of the lien, including reasonable attorneys' fees.

**20. Hyak Property Owners Association.** The interest of the owner of every lot in Hyak Estates shall be subject to the right of HPOA a nonprofit, non-stock Washington Corporation to perform its duties and purposes pursuant to its Articles of Incorporation and Bylaws, a copy of which are on file at the Association offices. The acceptance of a deed to any portion of Hyak Estates constitutes an acceptance of membership in HPOA, together with all rights

and obligations such membership entails. HPOA has the power to make assessments against lot owners for the development and maintenance of the Estates and shall have a lien against each affected lot to secure the payment of such assessments, with right to foreclosure in the same manner as provided in Paragraph 19 of these Declaration of Restrictive Covenants, provided that the Board of Trustees shall not be under any duty or obligation to perform any such services unless and until sufficient residences have been constructed and maintained so that in the discretion of the Board and/or the general membership of HPOA a determination is made that it is in the best interest of the majority of members of HPOA to provide such services.

**21. Litigation.** In the event of litigation arising out of enforcement of these Restrictive Covenants of Hyak Estates, the owner or owners so involved shall be liable for the payment of all attorney fees, court costs and/or expenses or loss incurred by HPOA in enforcing these Restrictive Covenants.

**22. Grantor or Successor.** The term HPOA, as used in the Restrictive Covenants of Hyak Estates, shall refer to HPOA or to any successor of said non-profit corporation, providing such successor represents the owners of property located within the four divisions of Hyak Estates.



199712190001

In witness whereof, these presents have been executed this 12 day  
of December, 1997. (Official Records, Vol 272 page 195, County of  
Kittitas, State of Washington)

HYAK PROPERTY OWNERS ASSOCIATION

By *David E. Black*

RESOLUTION

The Board of the Hyak Property Owners Association (HPOA) at their regularly conducted Fall meeting having found that the Board had previously drafted and distributed to all lot owners of record in Hyak Estates, Divisions 1, 2, 3 and 4 proposed changes in the Declaration of Restrictive Covenants (Covenants) on file with Kittitas County, and further having found that according to the terms of the Covenants more than 50% of the owners of lots in Hyak Estates, Divisions 1, 2, 3 and 4 must approve any proposed changes before such changes could be recorded and take effect, and it is further found that more than 50% of the owners of lots of Hyak Estates, Divisions, 1, 2, 3 and 4 did approve the changes in the Covenants as drafted and prepared by the Board, such approvals having been given to the Board as required in the Covenants, it is hereby

RESOLVED, that the President of HPOA, David E. Black, be and hereby is authorized to execute the revisions to the Declaration of Restrictive Covenants as submitted to the property owners and approved by a majority of such owners, and it is also

RESOLVED, that the Board of HPOA is authorized to cause the revised Declaration of Restrictive Covenants to be recorded with Kittitas County as notice to all lot owners of the changes contained in the Revised Declaration of Restrictive Covenants with the intent that from the date of recording the Revised Declaration of Restrictive Covenants shall be binding on all parties owning any real property situated in Hyak Estates, Divisions 1, 2, 3 and 4.

DATED this 19 day of December, 1997.

HYAK PROPERTY OWNERS ASSOCIATION

By: David E. Black  
David E. Black, President

199712190001

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITTITAS )

DAVID E. BLACK, being first duly sworn, on oath deposes and states that: He is President of Hyak Property Owners Association, has read the foregoing Resolution, knows the contents thereof, and believes the same to be true.

David E. Black  
DAVID E. BLACK

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of  
December, 1987.



Cheryl R. Barnhart  
NOTARY PUBLIC in and for the State  
of Washington, residing at 816 S. 1st St.  
My Commission Expires: 4-19-90

CHERYL R. BARNHART

19971219 0001

STATE OF WASHINGTON           )  
  ) ss.  
COUNTY OF KITTITAS         )

On this 19<sup>th</sup> day of December, 1997, before me personally appeared DAVID E. BLACK, to me known to be the President of HYAK PROPERTY OWNERS ASSOCIATION, the corporation that executed the within and foregoing Declaration of Restrictive Covenants, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 19<sup>th</sup> day of December, 1997.



*Cheryl R. Barnhart*  
NOTARY PUBLIC in and for the State of Washington,  
residing at 406 S. Pine CHERYL R. BARNHART  
Ellensburg WA 98926  
My Commission Expires: 4-19-00

EXHIBIT "A"ATTACHMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS OF  
HYAK PROPERTY OWNERS ASSOCIATION

This plat of HYAK ESTATES embraces a portion of the S.W. 1/4 of the N.W. 1/4 and a portion of the N.W. 1/4 of the S.W. 1/4 of section 15, Township 22 N, range 11, E of W.M. in Kittitas County, Washington, more particularly described as follows:

Beginning at the west quarter-corner of said section; thence N 0° 17' 28" E along the west line of the S.W. 1/4 of the N.W. 1/4 of said section 180.54 feet to the southerly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, said right of way line being parallel with the 100.00 feet southerly of (as measured at right angles to) the centerline of said railroad company's main line track; thence S 88° 37' 21" E along said right of way line 1188.03 feet; thence S 14° 15' 13" E 164.66 feet; thence S 75° 44' 47" W 55 feet to intersect the arc of a curve at a point from which the center lies S 75° 44' 47" W and 30.00 feet distance; thence northerly and westerly along said curve to the left through a central angle of 90° 00' 00" an arc distance of 47.12 feet to a point of tangency; thence S 75° 44' 47" W 78.58 feet to the beginning of a curve to the right with a radius of 130.00 feet; thence westerly along said curve through a central angle of 6° 13' 48" an arc distance of 14.14 feet; thence S 8° 01' 25" E 68.44 feet; thence S 71° 58' 00" W 88.00 feet; thence S 18° 02' 100" east 722.16 feet; thence S 45° 53' 17" west 687.77 feet; thence due West 395.00 feet; thence N 39° 51' 21" W 499.90 feet to the west line of the N.W. 1/4 of the S.W. 1/4 of said section; thence N 0° 39' 46" E along said west line 898.28 feet to the point of beginning.

