

AMENDED AND RESTATED COVENANTS
for
WILDWOOD COMMUNITY ASSOCIATION,
DIVISIONS II and III

WHEREAS the Parties entered into that certain set of COVENANTS for WILDWOOD COMMUNITY ASSOCIATION, DIVISION II and III and all subsequent signed, notarized and filed AMENDMENTS to said COVENANTS. Now, dated as of _____, 2023. For the purpose of consolidating all amendments for the benefit of all owners of WILDWOOD COMMUNITY ASSOCIATION, DIVISIONS II and III.

¹- DECLARATION OF COVENANT

Know all persons by these presents that the undersigned, owner in fee simple of the land described herein, hereby declares this covenant and places same on record.

ROSLYN CASCADE COMPANY, the grantor herein is the owner in fee simple of the following described real estate situated in Kittitas County, State of Washington, to wit:

A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 20 North, Range 14 East, W. M., Kittitas County, Washington which is bounded by a line described as follows: Beginning at the South quarter corner of said Section 2, at which point is the true point of beginning; thence S 89° 31' 55" E, along the South boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$. 72.03 feet; thence N 39° 35' 24" E, 340.35 feet; thence 20.00 foot radius curve left, arc length 33.26 feet; thence N 55° 42' 05" W, 517.07 feet; thence N 52° 52' 35" W, 409.88 feet; thence 426.55 foot radius curve left, arc length 147.98 feet; thence N 72° 45' 15" W. 362.93 feet; thence 232.05 foot radius curve right, arc length 194.47 feet thence N 24° 44' 05" W, 80.95 feet; thence 360.00 foot radius curve right, arc length 134.39 feet; thence N 89° 26' 35" W, 124.79 feet; thence S 02° 02' 31" W, 1318.66 feet; thence S 89° 19' 29" E, 1325.87 feet to the true point of beginning. And a portion of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ which is bounded by a line described as follows: Beginning at the Northwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$, thence S 89° 26' 35" E, along the North boundary of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ 184.90 feet to the true point of beginning; thence S 89° 26' 35" E, 473.60 feet; thence S 09° 41' 31" W, 138.25 feet; thence S 80° 18' 29" E, zero distance; thence 45.00 radius curve right arc length 20.35 feet; thence S 01° 51' 03" W, 213.18 feet thence N 72° 45' 15" W, 310.00 feet; thence 172.05 foot radius curve right, arc length 144.20 feet; thence N 24° 44' 05" W, 80.95 feet; thence 300.00 foot radius curve right, arc length 107.90 feet to the true point of beginning.

on which the grantor owns and operates a well and waterworks supplying water for public use located on said real estate, to-wit:

All of that portions of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 2, Township 20 North, Range 14 East, W. M. Kittitas County, Washington which lies with a distance of 100.00 feet of a point 130.00 feet N 02° 02' 31" E, and 100.00 feet East of the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$.

and grantor is required to keep the water supplied from said well free from impurities which be injurious to the public health.

It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantors land which might contaminate said water supply.

NOW THEREFORE, the grantor agree and covenants that said grantor, its heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following; cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage or use of liquid or dry chemical, herbicides, or insecticides.

These covenants shall run with the land shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof and shall inure to the benefit of each owner thereof.

WITNESS ITS HAND this 8th day of February 1973

ROSLYN CASCADE COMPANY

Signed by President, Archie S. Patrick

Attested by Secretary, Ralph L. Schuller

Notarized and filed into records by Kittitas County on February 13, 1973. -1

²PROTECTIVE COVENANTS
of
WILDWOOD COMMUNITY ASSOCIATION
DIVISIONS II and III

Roslyn Cascade Company, fee owner of that land in Kittitas County, Washington embraced in the plat entitled WILDWOOD COMMUNITY ASSOCIATION, DIVISIONS II AND III, recorded or to be recorded in the office of the Kittitas County Auditor, for the purpose of extending to the owners therein the greatest possible peace, enjoyment, privacy, health, comfort, safety, preservation of esthetic values and amenities and of property values do hereby render subject to the following protective or restrictive covenants and provisions all of said property, and the same are hereby imposed upon each and every lot, except as hereinafter stated, in said tract or subdivision and said covenant shall run with the land and all subsequent purchasers and owners of any of said lots shall take and hold the same subject thereto; and every purchaser and grantee of any of said lots by the acceptance of a deed thereto or contract therefore, accepts and agrees to said covenants as hereinafter set forth:

1. **Area.** The area covered by these covenants is the entire area described above.
2. **Land Use.** All lots within the plat of WILDWOOD COMMUNITY ASSOCIATION, DIVISIONS II AND III, shall be used only as permitted by the covenants and restrictions contained in this Declaration. The uses of the property allowed by this document may be changed only by the approval of the Architectural Planning Committee of the WILDWOOD COMMUNITY ASSOCIATION, DIVISIONS II AND III, as provided in the Articles of Incorporation and By-Laws of that Washington non-profit Corporation. All lots within the plat of WILDWOOD COMMUNITY ASSOCIATION, DIVISIONS II AND III, shall be used for single-family residences, except for any lots which are specifically designated on the plat for well site purposes. So long as any of the declarants, their successors, or assigns own any part of the property nothing contained in this Declaration shall be construed to prevent any of the declarants, their successors or assigns from erecting and maintaining, or authorizing the erection and maintenance of structures and signs for the development and sale of the property.
3. **Architectural Control.** No building or structure shall be placed, erected, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been submitted and approved in writing by the Architectural Planning Committee. The determination of the Architectural Planning Committee will be based upon the quality of workmanship and materials, harmony of exterior design with existing structures, and the location of the proposed building or structure with respect to the topography and finish grade elevation. In the event the Committee fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from the commencement of construction until the exteriors of

such buildings and structures are completed and painted or otherwise suitably finished within twelve (12) months of the date of commencement. All buildings and structures shall be of new construction and no imitations of any materials shall be used for exterior finish.

4. **Architectural Planning Committee.** The Architectural Planning Committee is composed initially of the Board of WILDWOOD COMMUNITY ASSOCIATION, DIVISIONS II AND III. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have the full authority to designate a successor. Neither the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties
5. **Dwelling Cost, Quality and Size.** The floor area of the main structure of these dwellings, exclusive of one-story open porches and garages, shall not be less than 800 square feet, which shall include second floor space. No dwelling shall exceed a maximum height of twenty-two (22) feet from the original grade without written approval from the Architectural Planning Committee.
6. **Setbacks.** ³No building shall be located on any lot nearer to the front lot line than 25 feet. No building shall be located nearer than 15 feet to an interior lot line. No building shall be located on any lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall be considered as a part of a building. Front lot line shall be considered to be the lot line adjacent to the street. ⁻³ (Always confirm setback requirements with Kittitas County regulations.)
- 7.
8. **Utility Easements.** Easement for installation and maintenance of utilities and drainage facilities are reserved under, upon and over five feet along all lot lines.
9. **Noxious Activity.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
10. **Trailers.** No Mobile Homes may be used as a permanent dwelling. Small Travel Trailers and Campers or Motorhomes will be permitted for use only on a temporary basis or during construction.
11. **Signs.** ⁴No signs of any kind shall be displayed to the public view on any lot without written approval of the Architectural Planning Committee, except for "FOR SALE" signs. Such "FOR SALE" sign shall be limited to one per lot, no larger than 18" by 24", and must be removed immediately upon sale of the property on which the sign has been displayed. ⁻⁴

12. **Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of the property, except that horses, dogs, cats and other domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.
13. **Logging.** There shall be no commercial logging of any kind on any portion of this plat. Only those trees which are dead, dying or which constitute a hazard to persons or structures or those trees which must be removed to provide for building sites, main driveways or major roads or utility easements, or unduly obstruct view, or otherwise, in the judgment of the Architectural Planning Committee require removal, may be removed.
14. **Dumping Garbage.** All garbage disposal will comply with Kittitas County regulations. No lot shall be used or maintained as a dumping ground for rubbish or waste. All rubbish, waste, trash and garbage shall be kept in sanitary containers and hauled away and disposed of. All incinerators or other equipment for the storage or disposal or burning of such materials shall be kept in a clear, fireproof and sanitary condition.
15. **Sewage.** No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Kittitas County Health Department. Approval of such system as installed shall be obtained from such authority.
16. **Burning, Campfires and Slash.** Owners shall be responsible for compliance with State, County and Federal requirements pertaining to fire permits and slash responsibility and disposal. Adequate spark arrestors are required on all chimney installations.
17. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
18. **Enforcement.** Enforcement power resides in the WILDWOOD COMMUNITY ASSOCIATION, DIVISIONS II AND III, and shall be by proceedings at law in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
19. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
20. **Waiver.** The Restrictive Covenants contained herein may be waived or changed by the Architectural Planning Committee when land contours or other circumstances would cause an undue hardship. The Architectural Planning Committee shall be the sole judge of the necessity of waiving or changing the Restrictive Covenants.

21. **Membership.** The owner(s) of each lot of the said property shall be a member of THE WILDWOOD COMMUNITY ORGANIZATION, DIVISIONS II AND III. Each member shall be entitled to one vote for each lot owned by or held under contract of sale to the owner, but no more than one vote per lot shall be cast regardless of the number of owners thereof, ⁵⁻provided however, that lots owned by the Developer, Roslyn Cascade Company, shall not be entitled to vote. -5 -2

References:

1-1. Roslyn Cascade Company. (February 8, 1973). DECLARATION OF COVENANT. Signed by President, Archie S. Patrick and Secretary, Ralph L. Schuller. Notarized and filed on February 13, 1973, in Kittitas County as document numbered 380592.

2-2. Roslyn Cascade Company. (February 26, 1973). PROTECTIVE COVENANTS of WILDWOOD, DIVISIONS II and III. Signed by President, Archie S. Patrick and Secretary, Ralph L. Schuller. Notarized and filed on March 5, 1973, in Kittitas County as document numbered 380956.

3-3. Wildwood Community Association, Inc. (September 26, 1994). DECLARATION OF AMENDMENT TO PROTECTIVE COVENANTS OF WILDWOOD COMMUNITY ASSOCIATION DIVISION II AND III. Signed by President, James W. Partridge and Architectural Control Officer, John Bertino. Notarized and filed on November 10, 1994, in Kittitas County as document numbered 576841.

4-4. Wildwood Community Association, Inc. (October 4, 1990). DECLARATION OF AMENDMENT TO PROTECTIVE COVENANTS OF WILDWOOD COMMUNITY ASSOCIATION DIVISION II AND III. Signed by President, Louise M. Moyers and Architectural Control Officer / Acting Secretary, Thomas J. Ellis. Notarized and filed on November 21, 1990, in Kittitas County as document numbered 535182.

5-5. Roslyn Cascade Company. (June 1, 1973). AMENDMENT TO PROTECTIVE COVENANTS OF WILDWOOD COMMUNITY ASSOCIATION DIVISION II AND III. Signed by President, Archie S. Patrick and Secretary, Ralph L. Schuller. Notarized and filed on June 1, 1973, in Kittitas County as document numbered 382737.

DATED THIS _____ day of _____, 202__.

**WILDWOOD COMMUNITY ASSOCIATION
DIVISION II AND III**

By _____

President

By _____

Architectural Control Officer