

FIRST AMENDMENT TO THE DECLARATIONS OF RESTRICTIONS IN AQUA VISTA DIVISIONS I-IV

Pursuant to RCW 64.38 et seq. and agreement of the owners of a majority of the lots in the Aqua Vista Homeowner's Association (the "Association"), pursuant to the Declarations of Restrictions for the Plats of Aqua Vista Divisions I through IV, King County Auditor's File numbers 6053324 (Division I), 6326809 (Division II), and 7408300604 (Divisions III and IV) (collectively, the "Declarations"); the Declarations shall be amended as follows:

WHEREAS, Article 3 of the Declarations states the following:

3. Building Plans. For the purpose of further insuring the development of the subdivision as a residential area of high standard, Minish Land Company reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each such site by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, swimming pool, or other structure shall be placed on the premises unless and until the plans and specifications therefore and the plot plan have been approved in writing by Minish Land Company or its successor. Each such building, wall, fence, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of Minish Land Company or its successor shall seem sufficient. No alteration of the exterior appearance, except the color, of any building or structures shall be made without approval. All buildings and other structures, except swimming pools and fences, must be designed by an architect who is either registered to practice in the state of Washington or is approved in writing by Minish Land Company or its successor, or must be designed by another reasonable qualified person who is approved in writing by Minish Land Company.

Provided, However, that as soon as 30% of the lots in Aqua Vista have been sold by Minish Land Company, then Minish Land Company shall have the right to appoint a committee of no fewer than five of the owners of the lots of Aqua Vista and said committee shall succeed to all powers and provisions of this article and all other powers and provisions reserved, granted and established on behalf of Minish Land Company by this declaration of restrictions and shall sit in the place and stead of Minish Land Company with respect thereto. Said committee shall serve for a period of one year from the date of said appointment and thereafter the owners of the lots in Aqua Vista shall elect or appoint another committee to perform the duties set out in this article. The committee shall be of such a number and serve for such a period as the owners of said lots shall designate. In the event that for any reason the powers granted hereunder to such successor are terminated by court order of otherwise, then the same shall automatically revert in Minish Land Company.

Should Minish Land Company or its successor fail to approve or disapprove the plans and specifications submitted by the owner of a residential site within the subdivision within thirty (30) days after written request therefor, then such approval shall not be required; Provided, however, that irrespective of such approval or lack of it, no building, wall, fence, swimming pool, or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants and restrictions contained in this Declaration.

WHEREAS, Article 18 of the Declarations states the following:

18. Remedies for Violation. In the event of the violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions or agreements by any person or concern claiming by, through or under Minish Land Company, or by the virtue of any judicial proceedings, Minish Land Company, its successor, the owner of any lot or residential site in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach. In addition to the foregoing right, Minish Land Company, or its successor, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, who on demand, shall reimburse Minish Land Company, or its successor, for the cost thereof, and such entry and abatement or removal shall not be deemed a trespass.

WHEREAS, at a meeting duly called and held on November 17, 2024, the owners of a majority of the lots agreed to amend the Declarations as follows:

3. Building Plans. For the purpose of further insuring the development of the subdivision as a residential area of high standard, Minish Land Company reserves the right to control the buildings and structures placed on each residential site. The owner or occupant of each such site by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, swimming pool, or other structure shall be placed on the premises unless and until the plans and specifications therefore and the plot plan have been approved in writing by Minish Land Company or its successor. Each such building, wall, fence, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. To the maximum extent allowable by law, refusal of approval of plans and specifications may be based upon any ground, including purely esthetic grounds, which in the discretion of Minish Land Company or its successor shall deem sufficient. No alteration of the exterior appearance, except the color, of any building or structures shall be made without approval. All buildings and other structures, except swimming pools and fences, must be designed by an architect who is either registered to practice in the state of Washington or is approved in writing by Minish Land Company or its successor,

or must be designed by another reasonable qualified person who is approved in writing by Minish Land Company.

Provided, However, that as soon as 30% of the lots in Aqua Vista have been sold by Minish Land Company, then Minish Land Company shall have the right to appoint a committee of no fewer than five of the owners of the lots of Aqua Vista and said committee shall succeed to all powers and provisions of this article and all other powers and provisions reserved, granted and established on behalf of Minish Land Company by this declaration of restrictions and shall sit in the place and stead of Minish Land Company with respect thereto. Said committee shall serve for a period of one year from the date of said appointment and thereafter the owners of the lots in Aqua Vista shall elect or appoint another committee to perform the duties set out in this article. The committee shall be of such a number and serve for such a period as the owners of said lots shall designate. In the event that for any reason the powers granted hereunder to such successor are terminated by court order or otherwise, then the same shall automatically revert in Minish Land Company.

Should Minish Land Company or its successor fail to approve or disapprove the plans and specifications submitted by the owner of a residential site within the subdivision within thirty (30) days after written request therefor, then such approval shall not be required; Provided, however, that irrespective of such approval or lack of it, no building, wall, fence, swimming pool, or other structure shall be erected or be allowed to remain on any residential site which violates any of the covenants and restrictions contained in this Declaration.

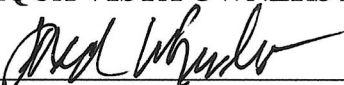
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18. Remedies for Violation. In the event of the violation or breach or attempted violation or breach of the articles of incorporation, bylaws, plat, declaration of covenants, conditions, and restrictions, rules and regulations of the Minish Land Company or its successor, or other written instrument by which the Minish Land Company or its successor has the authority to exercise any of the powers or to manage, maintain, or otherwise affect the property under its jurisdiction, the Minish Land Company, its successor, the owner of any lot or residential site in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof, to recover damages, to prevent such violation or breach, or to obtain injunctive relief. In any proceeding at law or at equity pursuant to this Article, the prevailing party in such action shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in furtherance of said action, in addition to all costs permitted by law. In addition to the foregoing right, the Minish Land Company, or its successor, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, who on demand, shall reimburse the Minish Land

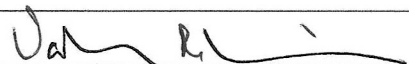
Company, or its successor, for the cost thereof, and such entry and abatement or removal shall not be deemed a trespass.

This Amendment shall become effective immediately upon the recording hereof. The terms of this Amendment to the Declarations shall control over and implicitly amend any inconsistent provisions of the Declarations. Additionally, the terms of this Declarations Amendment shall control over any inconsistent provision of the Association's Bylaws or Articles of Incorporation. Except as amended by this instrument or other duly executed amendment, the Declarations, Bylaws, Articles, and other governing documents shall remain in full force and effect.

AQUA VISTA OWNERS ASSOCIATION


By: JARED WHEELER
Its: 2025 AVHA BOARD SECRETARY

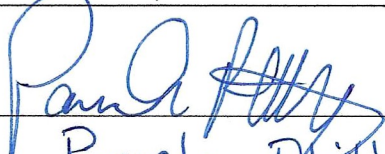
4/11/2025
Date


By: 2025 HOA Board President

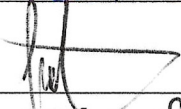
4/14/2025
Date


By: Sandeep Vaidya
Its: 2025 AVHA Board V.P.

4/22/2025
Date


By: Pamela Phillips
Its: 2024/2025 AVHA Board

ppp
6/22/2025
Date


By: John Besterman
Its: 2728 94th Ave NE
2025 AVHA Board At Large

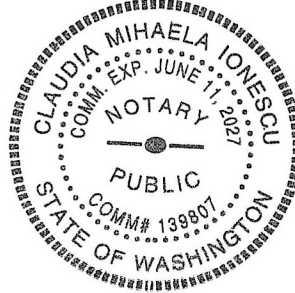
8/5/2025
Date

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 11th day of APRIL, 2025, before me personally appeared JARED WHEELER to me known to be the BOARD SECRETARY of Aqua Vista Owners Association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Aqua Vista Owners Association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument. In Witness Whereof I have hereunto set my hand and affixed my official seal the date and year first above written.



NOTARY PUBLIC in and for the
State of WASHINGTON
Residing at Bellevue, WA
Comm. Exp. June 11, 2027

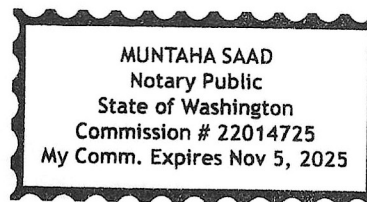


STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 14th day of April, 2025, before me personally appeared Valerie Ann Robinson to me known to be the President of Aqua Vista Owners Association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Aqua Vista Owners Association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument. In Witness Whereof I have hereunto set my hand and affixed my official seal the date and year first above written.



NOTARY PUBLIC in and for the
State of WASHINGTON
Residing at Bellevue, WA
Comm. Exp. 11/05/2025



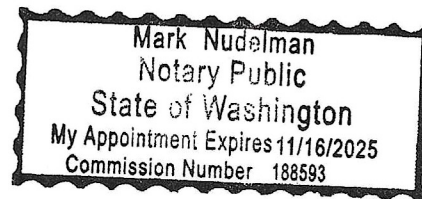
STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

On this 22nd day of April, 2025, before me personally appeared Sandeep Vaidya to me known to be the Board Vice President of Aqua Vista Owners Association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Aqua Vista Owners Association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument. In Witness Whereof I have hereunto set my hand and affixed my official seal the date and year first above written.

Mark Nudelman
NOTARY PUBLIC in and for the
State of WASHINGTON
Residing at Bellview, WA
Comm. Exp. November 16, 2024



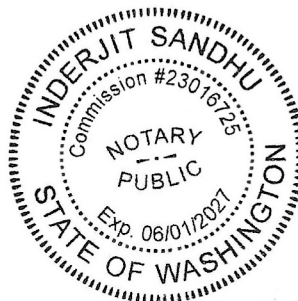
STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

On this 22nd day of JUNE, 2025, before me personally appeared Pamela Phillips to me known to be the Board Treasurer of Aqua Vista Owners Association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Aqua Vista Owners Association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument. In Witness Whereof I have hereunto set my hand and affixed my official seal the date and year first above written.

INDERJIT SANDHU Jagjit Sandhu
NOTARY PUBLIC in and for the
State of WASHINGTON
Residing at BELLVIEW
Comm. Exp. 06/01/2027



STATE OF WASHINGTON

)

) ss:

COUNTY OF KING

)

On this 5th day of August, 2025, before me personally appeared John Besteman to me known to be the Board at Large of Aqua Vista Owners Association that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Aqua Vista Owners Association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument. In Witness Whereof I have hereunto set my hand and affixed my official seal the date and year first above written.

INDERJIT SANDHU

NOTARY PUBLIC in and for the
State of WASHINGTON

Residing at BELLEVUE

Comm. Exp. 06/01/2027

