

ARTICLE VII: EASEMENTS

1. Declarant's Rights and Easements. Declarant shall have the following special rights and easements until all portions of the real property described in Exhibit A capable of residential development have been platted and submitted by Declarant to each phase and until both of the following events have occurred: (a) All Lots and Living Units owned by Declarant in all phases have been sold and conveyed; and (b) All Common Property depicted on all phases have been conveyed by Declarant to the Association.

**Sales Office and Models. Declarant shall have the right to maintain a sales office and model units in one or more of the Lots or Living Units which the Declarant owns. The Declarant and prospective purchasers and their agent shall have the right to use and occupy the sales offices and models during reasonable hours of any day of the week. Declarant may assign these rights to other developers of Lots or Living Units on the Property.*

***"For Sale" Signs. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations on the Property. Declarant may assign this right to other developers of Lots or Living Units on the Property.*

**Declarant's Easements. The Declarant hereby reserves an easement over the Common Property for all reasonable purposes related to the improvements or maintenance of any Common Property and the construction of Living Units on any and all Lots owned by the Declarant.*

2. Utility and Decorative Improvement Easement. There is hereby created a blanket easement upon, across, over, through and under the property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewer, gas, telephones, electricity, television, cable or communication lines and systems and for repair, maintenance and replacement of decorative walls, fences and other decorative improvements installed or constructed upon the property and lots prior to the sale thereof by Declarant to other owners. By virtue of this easement, it shall be expressly permissible for the Declarant, the Association, the Architectural Committee, or their agent, or the providing utility or service company to install and maintain facilities and equipment on the property, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of living units, to repair, maintain or replace the aforesaid decorative improvements, provided that such company, the Association, the Architectural Committee or their agent restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical, water lines or other utility service lines or facilities for such utilities may be installed or relocated on said property except as programmed and approved by the Declarant, until the events described in Article VI, Section I, have occurred, or by the Association, or the Architectural Committee thereafter. This easement shall in no way affect any other recorded easements on the property. This easement shall be limited to improvements and utility installations as originally constructed or repairs and replacements thereof.
3. Members Easement of Enjoyment. Subject to the provisions of this Declaration and rules and regulations of the Association, every owner shall have a right and easement of enjoyment in and to the Common Property, and an easement of access through the Common Property as

reasonably necessary for access to the owner's Lot or Living Unit, which easements shall be appurtenant to and shall pass with the title to every Lot or Living Unit. The owner's easements created hereby shall be subject to the following right of the Association.

**The right of the Association to establish reasonable rules and to charge reasonable assessments and fees for capital expenditures on the Common Property and the maintenance and upkeep of the Common Property and payment of all Association expenses.*

**The right of the Association to suspend the right of an owner to use the Common Property for any period during which any assessment against his Lot or Living Unit remains unpaid for more than 30 days after notice; the right of the Association to suspend the right of an owner to use any Common Property for a period not to exceed 60 days for any other infraction of the Declaration or rules and regulations promulgated and adopted by the Board.*

**The right of the Association to dedicate the streets, or to dedicate and transfer all or any other portion of the' Common Property to any public agency or authority subject to such conditions as may be agreed to by the members. Other than streets and except as to the grant of easements for utilities and similar or related purposes, no such dedication and transfer shall be effective unless approved by a vote of two-thirds of members voting in person or by proxy at a meeting duly called for this purpose, and unless the holders of first mortgage liens on any of the Lots or Living Units have approved such dedication or transfer.*

**Any owner may delegate his right of enjoyment to the Common Property to the immediate members of his family and to his house guests, as well as to any lessee of his Lot or Living Unit, subject to regulations as may be established from time to time by the Board.*

4. Easements for Encroachments. If an encroachment results from construction, reconstruction, repair, shifting, settlement or movement of any portion of the community, an easement for the encroachment exists to the extent that any Lot or Common Property encroaches on any other Lot or Common Property. An easement continues for maintaining the encroachment so long as the encroachment exists. Nothing in this Section relieves an owner of liability in case of the owner's willful misconduct or relieves Declarant or any other person of liability to adhere to the plats of the community.
5. Easements for Zero Lot Line Residential Units. Declarant, as developer, may construct improvements upon certain of the lots within Tukwila, known as Zero Lot Line Residential Units. General common elements for said units will consist of common walls which require mutual easements for ingress, egress and use of each adjacent property for the purpose of maintenance, repair and replacement of such common walls by the owner of any lot adjacent to each such common wall. Reciprocal easements are hereby created for any and all Zero Lot Line Residential Units or any structure constructed as Zero Lot Lines within Tukwila as follows:

**The Declarant herein does hereby grant and convey to the owner of each lot which contains a common wall, a mutual reciprocal right of way on, over, across and along the real property upon which a common wall exists. Such reciprocal easement shall be appurtenant to and benefit only the lots adjacent to each common wall.*

**Such easements and right of way may be used only for ingress and egress purposes, at reasonable times and places, after reasonable prior notice, by the parties owning a lot adjacent to a common wall and may only be used in the event of reasonable necessity of maintenance, repair and/or replacement of such common wall. Each easement shall be continuous, not exclusive, and shall be used on a non-priority basis, only for the benefit of a party owning a lot adjacent to a common wall. Each easement shall benefit the successors, assigns, lessees and mortgagees and the owners of such lots and no other person.*

**The cost of periodic maintenance, repair or replacement of common walls shall be borne exclusively by the party benefited by such maintenance, repair or replacement and if benefit is derived by the owners, assigns, lessees, or mortgagees of both lots adjacent to such common wall, then the cost thereof shall be apportioned in accordance with the benefit so derived. Any maintenance or repair shall be performed by the respective parties on a prompt, diligent and regular basis in accordance with generally accepted standards of repair, maintenance or replacement.*

**If any party fails to perform necessary maintenance and repair or replacement or to submit to the payment of the expense thereof, within 15 days after prior written notice by the non performing party, the other party may cause such work to be done with the right of reimbursement for all sums necessarily and properly expended to remedy such failure. If a non performing party fails to pay such reimbursement on demand, the party causing such work to be done shall have the immediate right to record a lien against the non performing party's property benefited by these covenants. The parties agree that such lien shall be treated as a construction lien in accordance with the Oregon Revised Statutes, subject to foreclosure and priority as set forth in the Construction Lien Statutes.*

**In the event any party shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by a suit for specific performance or, where appropriate, to injunctive relief. Such remedy shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this easement.*

**In the event of any litigation arising under these provisions, the prevailing party shall recover from the losing party the prevailing party's attorney's fees at trial or on appeal as adjudged by a trial or appellate court or as determined by an arbitrator.*

**The easements granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any divisional partition of such property. The rights, covenants and obligations contained in these provisions shall bind, burden and benefit each party's successors and assigns, lessees and mortgagees.*