

JUL 9 9 08 AM '73

DECLARATION

VERNER MILLER, AUDITOR

OF

DEPUTY

COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED IN VOL 278

CLIPPER RIDGE HOME OWNERS ASSOCIATION

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THIS DECLARATION, made on the date hereinafter set forth

by ROBERT YOUNG DEVELOPMENTS, INC., a Washington corporation, hereinafter referred to as "Declarant" or "Developer",

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below; and

WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, 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 having or 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. "Association" shall mean and refer to CLIPPER RIDGE HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions

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MAIL TO:

CRITCHLOW, WILLIAMS, RYALS & SCHUSTER
ATTORNEYS AT LAW
1177 MARINE BUILDING
P. O. BOX 388
RICHLAND, WASHINGTON

1 thereto as may hereafter be brought within the jurisdiction of
2 the Association.

3 Section 3. "Common Area" shall mean all real property
4 owned by the Association for the common use and enjoyment of the
5 members of the Association.

6 Section 4. "Lot" shall mean and refer to any plot of
7 land shown upon any recorded subdivision map of the Properties
8 with the exception of the Common Area.

9 Section 5. "Unit" shall mean and refer to any indivi-
10 dual multi-unit dwelling shown upon any recorded subdivision
11 map of the properties with the exception of the Common Area.

12 Section 6. "Member" shall mean and refer to every
13 person or entity who holds membership in the Association.

14 Section 7. "Owner shall mean and refer to the record
15 owner, whether one or more persons or entities, of a fee simple
16 title to any lot which is a part of the Properties, including
17 contract sellers, but excluding those having such interest
18 merely as security for the performance of an obligation.

19 Section 8. "Declarant" shall mean and refer to
20 Robert Young Developments, Inc., its successors and assigns
21 if such successors or assigns should acquire more than one
22 undeveloped Lot from the Declarant for the purpose of development.

23 ARTICLE II

24 The real property which is, and shall be, held, trans-
25 ferred, sold, conveyed, and occupied subject to this declaration
26 is located in the City of Richland, Benton County, Washington
27 and is described as follows:

28 Lots 1 through 35, Block 1, Clipper Ridge No. 1,
29 Plat of Richland, records of Benton County, Washington

30 and

31 Lots 1 through 30, Block 2, Clipper Ridge No. 1,
32 Plat of Richland, records of Benton County, Washington

and

1 The following portion of Lot 36, Block 1, of
2 Clipper Ridge No. I, more particularly described
as follows:

3 Beginning at the NW corner of Lot 1 of Block 1 and
4 the true point of beginning; thence S 00°53'28" E,
5 a distance of 20.00 feet; thence S 89°06'32"W, a
6 distance of 62.00 feet; thence N 00°53'28"W, a
7 distance of 25.00 feet; thence S 86°16'47"E, a
8 distance of 62.20 feet to the true point of beginning.

9 and

10 The following portion of Lot 36, Block 1, of
11 Clipper Ridge No. I, more particularly described
12 as follows:

13 Beginning at the NW corner of Lot 3, being the true
14 point of beginning; thence S 86°16'47"E, a distance
15 of 62.21 feet; thence S 00°53'28"E, a distance of
16 25.00 feet to the NE corner of Lot 3; thence N 65°
17 04'13"W, a distance of 68.88 feet to the true point
18 of beginning.

19 and

20 The following portion of Lot 36, Block 1, of
21 Clipper Ridge No. I, more particularly described
22 as follows:

23 Beginning at the NE corner of Lot 23, and the true
24 point of beginning; thence S 89°06'32"W, a distance
25 of 60.00 feet to the NW corner of Lot 23; thence
26 N 00°43'28"W, a distance of 9.20 feet; thence S
27 82°10'30"E, a distance of 60.70 feet to the true
28 point of beginning.

29 and

30 The following portion of Lot 36, Block 1, of
31 Clipper Ridge No. I, more particularly described
32 as follows:

Beginning at the NE corner of Lot 24 and true point
of beginning; thence S 89°06'32"W, a distance of
72.00 feet to the NW corner of Lot 24; thence N
14°17'02"W, a distance of 21.59 feet; thence S
82°10'30"E, a distance of 77.90 feet; thence S
00°53'28"E, a distance of 9.20 feet to the true
point of beginning.

and

The following portion of Lot 36, Block 1, of
Clipper Ridge No. I, more particularly described
as follows:

Beginning at the NE corner of Lot 34, Block 1
of said Plat and true point of beginning; thence
N 00°53'28"W, a distance of 23.00 feet; thence
N 89°06'32"E, a distance of 24.00 feet; thence
S 45°19'42"W, a distance of 33.24 feet to the true

1 point of beginning.

2 and

3 The following portion of Lot 36, Block 1, of
4 Clipper Ridge No. I, more particularly described
as follows:

5 Beginning at the NE corner of Lot 34, and true
6 point of beginning; thence S 89°06'32"W, a
7 distance of 77.00 feet to the NW corner of Lot 34;
8 thence N 00°42'28"W, a distance of 23.00 feet;
9 thence N 89°06'32"E, a distance of 77.00 feet;
10 thence S 00°53'28"E, a distance of 23.00 feet to
the true point of beginning.

11 ARTICLE III

12 ANNEXATION OF ADDITIONAL PROPERTIES:

13 Section 1. Annexation of additional properties other
14 than properties within the general plan of development provided
15 for in Section 2 hereof, shall require the assent of two-thirds
16 (2/3) of the members of the Association, at a meeting duly
17 called for this purpose, written notice of which shall be sent
18 to all members not less than thirty (30) days nor more than
19 sixty (60) days in advance of the meeting setting forth the
20 purpose of the meeting. At this meeting the presence of members
21 or of proxies entitled to cast sixty (60) per cent of the votes
22 shall constitute a quorum. If the required quorum is not forth-
23 coming at any meeting, another meeting may be called subject to
24 the notice requirement set forth above and the required quorum
25 at such subsequent meeting shall be one-half (1/2) of the re-
26 quired quorum of the preceding meeting. No such subsequent
27 meeting shall be held more than sixty (60) days following the
28 preceding meeting. In the event the two-thirds (2/3) of the
29 members are not present in person or by proxy, members not
30 present may give their written consent to the action taken
31 thereat. During the developmental period, annexation of addi-
32 tional properties under this Section 1 shall also require the
prior written approval of the Developer.

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ATTORNEYS AT LAW
1177 MADWIN BUILDING
P. O. BOX 388
RICHLAND, WASHINGTON

1 Section 2. If within fifteen (15) years of the date of
2 recording of this declaration, Developer should develop addi-
3 tional lands within the area described in Exhibit "A" attached
4 hereto, such additional lands may be annexed to the existing
5 property without the assent of the members of the Association.

6 ARTICLE IV

7 MEMBERSHIP IN THE ASSOCIATION:

8 Every person or entity who is the contract purchaser or
9 record owner of a fee interest in any lot or lots which are
10 subject by covenants of record to assessment by the Developer
11 or the Association, shall be a member of the Association: Pro-
12 vided, however, that if any lot is held jointly by two or more
13 persons, the several owners of such interest shall designate one
14 of their number as the "member". The foregoing is not intended
15 to include persons or entities who hold an interest merely as
16 security for the performance of an obligation. No owner shall
17 have more than one membership. Membership shall be appurtenant
18 to and may not be separated from ownership of or a contract
19 purchaser's interest in any lot which is subject to assessment
20 by the Developer or the Association except that the incorpora-
21 tors shall be eligible for membership without regard to owner-
22 ship of an interest in the properties. Incorporators who are
23 not owners or contract purchasers of any lot subject to assess-
24 ment shall cease to be members of the Association at the expira-
25 tion of two years from the date of incorporation of the Associa-
26 tion. Upon transfer of the fee interest to, or upon the
27 execution and delivery of a real estate contract for the sale
28 of (or of an assignment of a contract purchaser's interest in)
29 any Lot, the membership and certificate of membership in the
30 Association shall ipso facto be deemed to be transferred to the
31 grantee, contract purchaser or new contract purchaser, as the
32

1 case may be. Ownership of, or a contract purchaser's interest
2 in, any such lot or lots shall be the sole qualification for
3 membership.

4 ARTICLE V

5 VOTING RIGHTS IN THE ASSOCIATION

6 The Association shall have two classes of voting member-
7 ship:

8 Class A. Class A members shall be all those Owners as
9 defined in Article I with the exception of the Developer. Class
10 A members shall be entitled to one vote for each Lot or Unit in
11 which they hold the interest required for membership by Article
12 IV. When more than one person holds such interest in any Lot
13 or Unit, all such persons shall be members. The vote for such
14 Lot shall be exercised as they among themselves determine, but
15 in no event shall more than one vote be cast with respect to any
16 Lot or Unit.

17 Class B. The Class B member(s) shall be the Developer.
18 The Class B member(s) shall be entitled to three (3) votes for
19 each Lot in which it holds the interest required for membership
20 by Article IV, provided that the Class B membership shall cease
21 and be converted to Class A membership on the happening of either
22 of the following events, whichever occurs earlier: (a) When
23 the total votes outstanding in the Class A membership equal the
24 total votes outstanding in the Class B. membership, or (b) on
25 November 1, 1974.

26 ARTICLE VI

27 PROPERTY RIGHTS IN THE COMMON PROPERTIES:

28 Section 1. Members Easements of Enjoyment: Every
29 member shall have a right and easement of enjoyment in and to
30 the common properties and such easement shall be appurtenant to
31 and shall pass with the title to, or contract purchaser's

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1 interest in every assessed lot, subject to the following
2 provisions:

3 (a) The right of the Association to limit the number of
4 guests of members;

5 (b) The right of the Association to charge reasonable
6 admission and other fees for the use of any recreational
7 facility situated upon the common property;

8 (c) The rights of the Association to take such steps as
9 are reasonably necessary to protect any such mortgaged property
10 against foreclosure, including, but not limited to, the right
11 to charge admission and other fees as a condition to continued
12 enjoyment by the members and, if necessary, to open the enjoy-
13 ment of such properties to the public; and

14 (d) The right of the Association to suspend the voting
15 rights and right to use of the recreational facilities by a
16 member for any period during which any assessment against his
17 lot remains unpaid and for a period not to exceed thirty (30)
18 days for any infraction of the Association's published rules
19 and regulations. During the developmental period the Association
20 shall be required to exercise its right to suspend the voting
21 rights of, and the right to the use of the recreational facili-
22 ties by a member for non-payment of an assessment, upon the
23 request of the Developer;

24 (e) The rights of the Association, to dedicate or trans-
25 fer all or any part of the common properties to any govern-
26 mental unit or public agency or authority or public utility for
27 such purposes and subject to such conditions as may be agreed
28 to by the members. No such dedication or transfer shall be
29 effective unless an instrument signed by two-thirds (2/3) of the
30 members entitled to vote has been recorded, agreeing to such
31 dedication or transfer, and unless written notice of the pro-
32

1 posed action is sent to every member not less than thirty (30)
2 days nor more than sixty (60) days in advance; and

3 (f) During the developmental period, the exercise of
4 all of the rights and powers set forth in subparagraphs (b),
5 (c), and (e) shall require the prior approval of both the
6 Trustee and the Developer.

7 Section 2. Delegation of Use. Any member may delegate,
8 in accordance with the Bylaws, his right of enjoyment to the
9 common properties and facilities to the members of his family,
10 or his tenants, who reside on the property, and subject to
11 regulation by the Association, to his temporary guests.

12 Section 3. The Trustee. The Trustee shall hold said
13 common properties in trust for the benefit and enjoyment of
14 the residents of the properties during the developmental period,
15 at which time the trust shall terminate, and the Trustee shall
16 thereupon convey the common properties to the Association sub-
17 ject to the provisions of this declaration or any supplemental
18 declaration. During the term of said trust, the Trustee shall
19 have all of the rights and powers provided for in this declara-
20 tion. During the terms of said trust, the Developer shall
21 exercise control over the collections and disbursement of assess-
22 ments and over the development and maintenance of the common
23 properties and related facilities: Provided, however, that in
24 the event the Trustee is notified by the Federal Housing Ad-
25 ministration that it has received complaints against the
26 Developer, which in nature and number are sufficient, in the
27 opinion of the Federal Housing Administration to indicate that
28 the Developer is acting unreasonably in the exercise of its
29 control over the collection and disbursement of assessments and
30 development and maintenance of the common properties and re-
31 lated facilities, the Trustee shall have the power to relieve
32

1 the Developer of such control and, in such event the Trustee
2 shall assume such control itself, either directly or through
3 the appointment of an agent or agents.

4 Section 4. Common Areas Described. The common prop-
5 erties referred to herein are more particularly described as
6 follows:

7 Lot 36, Block 1, Clipper Ridge No. I, Plat of
8 Richland, records of Benton County, Washington

9 and

10 Lot 31, Block 2, Clipper Ridge No. I, Plat of
11 Richland, records of Benton County, Washington

12 LESS

13 The following portion of Lot 36, Block 1, of
14 Clipper Ridge No. I, more particularly described
15 as follows:

16 Beginning at the NW corner of Lot 1 of Block 1 and
17 the true point of beginning; thence S 00°53'28" E,
18 a distance of 20.00 feet; thence S 89°06'32"W, a
19 distance of 62.00 feet; thence N 00°53'28"W, a
20 distance of 25.00 feet; thence S 86°16'47"E, a
21 distance of 62.20 feet to the true point of beginning.

22 and LESS

23 The following portion of Lot 36, Block 1, of
24 Clipper Ridge No. I, more particularly described
25 as follows:

26 Beginning at the NW corner of Lot 3, being the true
27 point of beginning; thence S 86°16'47"E, a distance
28 of 62.21 feet; thence S 00°53'28"E, a distance of
29 25.00 feet to the NE corner of Lot 3; thence N 65°
30 04'13"W, a distance of 68.88 feet to the true point
31 of beginning.

32 and LESS

The following portion of Lot 36, Block 1, of
Clipper Ridge No. I, more particularly described
as follows:

Beginning at the NE corner of Lot 23, and the true
point of beginning; thence S 89°06'32"W, a distance
of 60.00 feet to the NW corner of Lot 23; thence
N 00°43'28"W, a distance of 9.20 feet; thence S
82°10'30"E, a distance of 60.70 feet to the true
point of beginning.

and LESS

The following portion of Lot 36, Block 1, of

1 Clipper Ridge No. I, more particularly described
2 as follows:

3 Beginning at the NE corner of Lot 24 and true point
4 of beginning; thence S 89°06'32"W, a distance of
5 72.00 feet to the NW corner of Lot 24; thence N
6 14°17'02"W, a distance of 21.59 feet; thence S
7 82°10'30"E, a distance of 77.90 feet; thence S
8 00°53'28"E, a distance of 9.20 feet to the true
9 point of beginning.

10 and LESS

11 The following portion of Lot 36, Block 1, of
12 Clipper Ridge No. I, more particularly described
13 as follows:

14 Beginning at the NE corner of Lot 34, Block 1
15 of said Plat and true point of beginning; thence
16 N 00°53'28"W, a distance of 23.00 feet; thence
17 N 89°06'32"E, a distance of 24.00 feet; thence
18 S 45°19'42"W, a distance of 33.24 feet to the true
19 point of beginning.

20 and LESS

21 The following portion of Lot 36, Block 1, of
22 Clipper Ridge No. I, more particularly described
23 as follows:

24 Beginning at the NE corner of Lot 34, and true
25 point of beginning; thence S 89°06'32"W, a
26 distance of 77.00 feet to the NW corner of Lot 34;
27 thence N 00°42'28"W, a distance of 23.00 feet;
28 thence N 89°06'32"E, a distance of 77.00 feet;
29 thence S 00°53'28"E, a distance of 23.00 feet to
30 the true point of beginning.

31 ARTICLE VII

32 COVENANT FOR MAINTENANCE ASSESSMENTS:

33 Section 1. Creation of the Lien and Personal Obligation
34 of Assessments. Each owner or contract purchaser of any lot or
35 lots by acceptance of a deed or real estate contract therefor,
36 whether or not it shall be so expressed in any such deed or
37 other conveyance, is deemed to covenant and agree to pay to the
38 Developer during the developmental period, and thereafter to the
39 Association as hereinafter provided: (1) Monthly assessments or
40 charges, and (2) Special assessments for capital improvements,
41 such assessments to be fixed, established, and collected from
42 time to time as hereinafter provided. The monthly and special

1 assessments, together with such interest thereon and costs of
2 collection thereof, as hereinafter provided, shall be a charge
3 on the land and shall be a continuing lien upon the property
4 against which each such assessment is made. Each such assess-
5 ment, together with such interest and costs of collection
6 thereof (including reasonable attorney's fees) shall also be
7 the personal obligation of the person who was the owner or con-
8 tract purchaser of such property at the time when the assessment
9 fell due. The personal obligation shall not pass to his suc-
10 cessors in title unless expressly assumed by them: Provided,
11 however, that in the case of a sale or a contract for the sale
12 of (or an assignment of a contract purchaser's interest in) any
13 lot which is charged with the payment of an assessment or assess-
14 ments payable in installments, the person or entity who is the
15 owner or contract purchaser immediately prior to the date of any
16 such sale, contract or assignment shall be personally liable
17 only for the amount of the installments due prior to said date.
18 The new owner or contract purchaser shall be personally liable
19 for installments which become due on or after said date.

20 Section 2. Purpose of Assessments. The assessments
21 shall be used exclusively for the purpose of promoting the
22 recreation, health, safety, and welfare of the residents of the
23 properties, including, without limitation, the construction,
24 establishment, improvement, repair and maintenance of the common
25 properties and services and facilities related to the use and
26 enjoyment of the common properties, the establishment and opera-
27 tion of the Clipper Ridge Patrol, a private patrol supplementing
28 municipal fire and police protection for residents of the
29 properties, the payment of taxes and insurance on the common
30 properties, and the installation and maintenance of the
31 entry gate and gate house, and the cul-de-sac planters on
32

1 streets located within the subdivision, and the payment
2 of Trustee's fees to the Trustee appointed hereunder.

3 Section 3. Maximum Annual Assessment. Until January 1
4 of the year immediately following the conveyance of the first
5 Lot to an Owner, the maximum annual assessment shall be
6 Thirty Dollars (\$ 30.00) per Lot.

7 (a) From and after January 1 of the year immediately
8 following the conveyance of the first Lot to an Owner, the
9 maximum annual assessment may be increased each year not more
10 than 10% above the maximum assessment for the previous year
11 without a vote of the membership.

12 (b) From and after January 1 of the year immediately
13 following the conveyance of the first Lot to an Owner, the maxi-
14 mum annual assessment may be increased above 10% by a vote of
15 two-thirds (2/3) of each class of members who are voting in
16 person or by proxy, at a meeting duly called for this purpose.

17 (c) The Board of Directors may fix the annual assessment
18 at an amount not in excess of the maximum.

19 Section 4. Special Assessments for Capital Improvements.

20 In addition to the annual assessments authorized above, the
21 Association may levy, in any assessment year, a special assess-
22 ment applicable to that year only for the purpose of defraying
23 in whole or in part, the cost of any construction, reconstruc-
24 tion, repair or replacement of capital improvements upon the
25 Common Area, including fixtures and personal property related
26 thereto, provided that any such assessment shall have the assent
27 of two-thirds (2/3) of the votes of each class of members who
28 are voting in person or by proxy at a meeting duly called for
29 this purpose.

30 Section 5. Date of Commencement of Monthly Assessments -
31 Due Dates. As to each particular lot involved, the liability

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1 for the monthly assessments provided for in Section 3 of this
2 Article VII shall begin on the first day of the calendar month
3 following the expiration of six (6) months from the date of any
4 deed or real estate contract of sale for the Lot, or on the
5 first day of the calendar month following occupancy of the
6 premises, whichever is earlier. Said assessment shall be due
7 and payable on such date and on the first day of each calendar
8 month thereafter. The due date of any special assessments under
9 Section 4 of this Article VII shall be fixed by the Trustee, or
10 as to the Association, by the resolution authorizing such assess-
11 ment. No assessments shall be due until the Developer conveys
12 title to the Trustee or the Association to the fully developed
18 common properties.

14 Section 6. Uniform Rate of Assessment. Both monthly
15 and special assessments shall be fixed at a uniform rate for all
16 Lots, including Lots upon which multiple family dwellings are
17 constructed, that portion of the assessment which is determined
18 on the basis of an additional amount per living unit shall
19 always be fixed at a uniform rate and shall never exceed one-
20 seventh (1/7) of the assessment amount per lot.

21 Section 7. Effect of Non-payment of Assessments -
22 Remedies. If any assessment is not paid within thirty (30) days
23 after it was first due and payable, the assessment shall bear
24 interest from the date on which it was due at the rate of
25
26 (interest corresponding to the then current FHA interest rate
27 then in effect at the time of delinquency) and the Developer
28 or, upon termination of the trust, the Association may bring
29 an action at law against the one personally obligated to pay the
30 same and/or foreclose the lien against the property, and interest,
31 costs, and reasonable attorney's fees of any such action shall
32

1 be added to the amount of such assessment and all such sums
2 shall be included in any judgment or decree entered in such suit.
3 No owner or contract purchaser shall be relieved of liability
4 for the assessments provided for herein by non-use of the
5 common properties or abandonment of his lot.

6 Section 8. Subordination of the Lien to Mortgagee.

7 The lien of the assessments provided for herein shall be sub-
8 ordinate to the lien of any first mortgage (and to the lien of
9 any second mortgage given to secure payment of the purchase
10 price) now or hereafter placed on any lot. Sale or transfer of
11 any lot shall not affect the assessment lien. However, the
12 sale or transfer of any lot which is subject to such first
13 mortgage, or purchaser money second mortgage, pursuant to a
14 decree of foreclosure under such mortgage or in lieu of fore-
15 closure thereof, shall extinguish the lien of such assessments
16 as to payments thereof which became due prior to such sale or
17 transfer. No sale or transfer shall relieve such lot from
18 liability for any assessments thereafter becoming due or from
19 the lien thereof.

20 Section 9. Exempt Property. The following property
21 subject to this declaration shall be exempt from the assessments
22 created herein:

- 23 (a) All properties owned by Developer;
24 (b) All properties dedicated to and accepted by a
25 local public authority;
26 (c) All common properties; and
27 (d) All properties owned by a charitable or non-profit
28 organization exempt from taxation by the laws of the State of
29 Washington.

30 However, no land or improvements devoted to dwelling use
31 shall be exempt from said assessments.
32

ARTICLE VIII

PARTY WALLS:

1
2
3 Section 1. General Rules of Law to Apply. Each wall
4 which is built as a part of the original construction of the
5 homes or units upon the properties and placed on the dividing
6 line between the lots or units shall constitute a party wall,
7 and, to the extent not inconsistent with the provisions of this
8 Article, the general rules of law regarding party walls and
9 liability for property damage due to negligence or willful acts
10 or omissions shall apply thereto.

11 Section 2. Sharing of Repair and Maintenance. The
12 costs of reasonable repair and maintenance of a party wall shall
13 be shared by the owners who make use of the wall in proportion
14 to such use.

15 Section 3. Destruction by Fire or Other Casualty. If a
16 party wall is destroyed or damaged by fire or other casualty,
17 any owner who has used the wall may restore it, and if the other
18 owners thereafter make use of the wall, they shall contribute
19 to the cost of restoration thereof in proportion to such use
20 without prejudice, however, to the right of any such owners to
21 call for a larger contribution from the others under any rule
22 of law regarding liability for negligent or willful acts or
23 omissions.

24 Section 4. Weatherproofing. Notwithstanding any other
25 provision of this Article, an owner who by his negligent or
26 willful act causes the party wall to be exposed to the elements
27 shall bear the whole cost of furnishing the necessary protection
28 against such elements.

29 Section 5. Right to Contribution Runs With Land. The
30 right of any owner to contribution from any other owner under
31 this Article shall be appurtenant to the land and shall pass to
32

1 such owner's successors in title.

2 Section 6. Easement for Maintenance. The right of any
3 owner to an easement over another owner's property for purposes
4 of maintenance of one's own property shall be appurtenant to the
5 land and shall pass to such owner's successors in title.

6 Section 7. Arbitration. In the event of any dispute
7 arising concerning a party wall, or under the provisions of
8 this Article, each party shall choose one arbitrator, and such
9 arbitrators shall choose one additional arbitrator, and the
10 decision shall be by a majority of all the arbitrators.

11 ARTICLE IX

12 Section 1. Architectural Control. No building shall be
13 erected, placed or altered on any lot (residential or non-
14 residential) on the property until the building, plans, speci-
15 fications, plot plan, landscaping and fencing plan, showing the
16 nature, kind, shape, height, materials, and location of such
17 building have been approved in writing as to conformity and
18 harmony of external design with existing structures in the sub-
19 division, and as to location of the building with respect to
20 topography and finished ground elevation, by a committee
21 composed of Gary E. Bosch, Robert W. Young, and Thomas L. Bosch,
22 or by a representative designated by a majority of
23 the members of said committee. In the event said board or its
24 designated committee fails to approve or disapprove such design
25 and location within thirty (30) days after said plans and
26 specifications have been submitted to it approval will not be
27 required and this Article will be deemed to have been fully
28 complied with. Neither the members of such committee, nor its
29 designated representatives shall be entitled to any compensa-
30 tion for services performed pursuant to the covenant. The
31 powers and duties of said committee members shall cease upon
32

1 the termination of the developmental period, or upon the prior
2 death of all three of said members. Thereafter, the committee
3 approval described in this covenant shall be obtained from
4 The Architectural Control Committee of the Association. The
5 Architectural Committee shall be composed of three or more
6 representatives who shall be appointed by the Board of Trus-
7 tees of the Association.

8 All plans, specifications and plot plans which must be
9 submitted for approval hereunder shall be submitted to said
10 committee at the following address:

11 Clipper Ridge Architectural Control Committee
12 1201 Jadwin Avenue
13 Richland, WA 99352

14 or to such other address as may hereafter be given in writing
15 to the owners or contract purchasers involved by the Developer
16 or by said committee.

17 Section 2. Signs. No signs shall be erected or main-
18 tained on any residential lot in the tract, except that not
19 more than one approved FOR SALE or FOR RENT sign placed by the
20 owner or builder or by a licensed real estate broker, not
21 exceeding eighteen (18) inches high and twenty-four (24) inches
22 long, may be displayed on any lot.

23 ARTICLE X

24 EXTERIOR MAINTENANCE

25 In the event an owner of any lot in the properties shall
26 fail to maintain the premises and the improvements situated
27 thereon in a manner satisfactory to the Board of Trustees, the
28 Association, after approval of two-thirds (2/3) vote by the Board
29 of Trustees, shall have the right, through its agents and
30 employees, to enter upon said parcel and to repair, maintain,
31 and restore the lot and the exterior of the buildings and any
32 other improvements erected thereon. The cost of such exterior

1 maintenance shall be added to and become part of the assessment
2 to which such lot is subject.

8 ARTICLE XI

4 USE RESTRICTIONS

5 Section 1. Enjoyment of Property. The owners shall use
6 their respective properties to their enjoyment in such a manner
7 so as not to offend or detract from other owner's enjoyment of
8 their own respective properties.

9 Section 2. In Derogation of Law. No owner shall carry
10 on any activity of any nature whatsoever on his property that is
11 in derogation or in violation of the laws and statutes of the
12 State of Washington.

13 Section 3. Pets. Owners shall observe and obey the laws
14 applicable to the residents of Benton County pertaining to care,
15 control and husbandry of animals and pets.

16 Section 4. Commercial Activity. There shall be no com-
17 mercial activity by the members of this Association within the
18 properties of this Association.

19 Section 5. Temporary Structures. No structure of a
20 temporary character, such as a trailer or a shack or other
21 out-buildings shall be used on any lot at any time as a resi-
22 dence.

23 Section 6. Nuisances. No noxious or offensive activity
24 shall be carried on upon any properties, nor shall anything be
25 done thereon which may become a nuisance as such is defined in
26 the laws of the State of Washington.

27 Section 7. Livestock and Poultry. No animals or live-
28 stock or poultry of any kind shall be raised, bred or kept on
29 any lot except that dogs, cats or other household pets may be
30 kept according to the provisions of Section 3 hereof.

31 Section 8. Garbage and Refuse Disposal. No lot shall
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1 be used or maintained as a dumping ground for rubbish. Trash,
2 garbage or other waste shall not be kept except in a sanitary
3 container.

4 Section 9. Sewage Disposal. No individual sewage dis-
5 posal system shall be permitted on any lot.

6 Section 10. Oil and Mining Operations. No oil drilling,
7 oil development operations, oil refining, quarrying or mining
8 operations of any kind shall be permitted upon or in any lot,
9 nor shall oil wells, tanks, tunnels, mineral excavations or
10 shafts be permitted upon or in any lot.

11 Section 11. Water Supply. No individual water supply
12 system shall be permitted on any lot.

13 Section 12. Antennas. No radio or television antennas
14 shall be placed on the exterior of any structure.

15 Section 13. Storage Park. All campers, trailers, boats
16 and sno-mobile trailers are to be parked in storage park area.
17 If at any given time storage park becomes full, the Association
18 may give special permission for parking elsewhere.

19 Section 14. On Street Parking. No on street parking
20 shall be allowed within single family dwelling areas.

21 ARTICLE XII

22 EASEMENTS

23 Section 1. Common Area. The entire common area shall
24 be subject to an easement of access and enjoyment for all the
25 member owners of the Association.

26 Section 2. Utilities. All property, both private and
27 the Common Area, shall be subject to an easement for public
28 utilities of all types.

29 Section 3. Parking Rights. Ownership of each lot or
30 unit shall entitle the owner or owners thereof to use and main-
31 tain two automobile parking spaces, which shall be as near and
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1 convenient to said lot or unit as reasonably possible, together
2 with the right of ingress and egress in and upon said parking
3 areas. The Association shall permanently assign two vehicular
4 parking spaces for each dwelling.

5 Section 4. Maintenance. Each wall which is built as a
6 part of the original construction of the homes or units upon the
7 properties and placed on the dividing line between the lots
8 shall constitute a party wall and each owner therein shall have
9 an easement over the adjacent property for maintenance of
10 exterior walls, roofs and sidings and this easement for main-
11 tenance shall run with the land.

12 Section 5. Turn-Around Area. An easement is hereby
13 reserved at the interior of each Association-owned road, which
14 has a dead end, sufficient to construct a turn-around area for
15 use by vehicular traffic.

16 ARTICLE XIII

17 GENERAL PROVISIONS

18 Section 1. Enforcement. The Association, or any owner,
19 shall have the right to enforce, by any proceeding at law or in
20 equity, all restrictions, conditions, covenants, reservations,
21 easements, liens and charges now or hereafter imposed by the
22 provisions of this Declaration. Failure by the Association or
23 by any Owner to enforce any covenant or restriction herein
24 contained shall in no event be deemed a waiver of the right to
25 do so thereafter.

26 Section 2. Severability. Invalidation of any one of
27 these covenants or restrictions by judgment or court order shall
28 in no wise affect any other provisions which shall remain in
29 full force and effect.

30 Section 3. Amendment. The covenants and restrictions
31 of this Declaration shall run with and bind the land, and shall
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1 inure to the benefit of and be enforceable by the Association,
2 or the owner of any lot or unit subject to this Declaration,
3 their respective legal representatives, heirs, successors, and
4 assigns, for a term of twenty (20) years from the date this
5 Declaration is recorded, after which time said covenants shall
6 be automatically extended for successive periods of ten (10)
7 years. The covenants and restrictions of this Declaration may
8 be amended during the first twenty (20) year period by an instru-
9 ment signed by not less than ninety (90) per cent of the lot
10 owners, and thereafter by an instrument signed by not less than
11 seventy-five (75) per cent of the lot or unit owners. Any
12 amendment must be properly recorded.

13 Section 4. FHA Approval. As long as there is a Class
14 B membership, the following actions will require the prior
15 approval of the Federal Housing Administration: Annexation of,
16 additional properties, dedication of Common Area, and amendment
17 of this Declaration of Covenants, Conditions and Restrictions.

18 IN WITNESS WHEREOF, the undersigned, being the Declarant
19 herein, has set its hand and seal this 28 day of June,
20 1973.

21 ROBERT YOUNG DEVELOPMENTS, INC.
22 a Washington corporation

23
24 By: Gary E. Bosch

25
26 By: Thomas L. Bosch

27 STATE OF WASHINGTON)
28 : SS
29 COUNTY OF BENTON)

30 On this 28 day of June, 1973, before me, the under-
31 signed, a Notary Public in and for the State of Washington
32 duly commissioned and sworn, personally appeared Gary E. Bosch
and Jacqueline L. Young, to me known to be the President

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and Secretary, respectively of Robert Young Developments, Inc., the corporation that executed the foregoing instrument and acknowledged the 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 they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Washington, residing at Richland



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EXHIBIT A

A parcel of land situated in the NW 1/4 of the SE 1/4 of Section 26, T10N, R28E, W.M., Benton County, Washington EXCEPT that portion described as follows:

Beginning at the SW corner of said NW 1/4 of SE 1/4, being the true point of beginning; thence N 01°23'16"E along the centerline of George Washington Way a distance of 860.68 feet; thence N 89°06'32"E a distance of 817.01 feet; thence S 00°53'28"E a distance of 415.00 feet; thence S 89°06'32"W a distance of 160.00 feet; thence S 00°53'28"E a distance of 445.00 feet to a point on the centerline of Spengler Street; thence S 89°06'32"W along said centerline a distance of 691.23 feet to the true point of Beginning.