

COUNTRY RIDGE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by COUNTRY RIDGE DEVELOPMENT COMPANY, INC., hereinafter referred to as “Declarant” or “Developer”.

WITNESSETH:

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 assessments, 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 COUNTRY RIDGE DEVELOPMENT COMPANY, INC. HOME OWNERS ASSOCIATION, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

Section 4. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. “Member” shall mean and refer to every person or entity who holds membership in the Association.

Section 6. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. “Declarant” shall mean and refer to COUNTRY RIDGE DEVELOPMENT COMPANY, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in the City of Richland, Benton County, Washington and is described as follows: SEE ATTACHED

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTIES:

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

Section 2. If within ten (10) years of the date of recording of this declaration, Developer should develop additional lands within the area described in Exhibit "A" attached hereto, such additional lands may be amended to the existing property without the assent of the members of the Association.

ARTICLE IV

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is the contract purchaser or record owner of a fee interest in any lot or lots which are subject by covenants of record to assessment by the Developer or the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two or more persons, the several owners of such interest shall designate one of their number as the "member". The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of or a contract purchaser's interest in any lot which is subject to assessment by the Developer or the Association except that the Incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners or contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two years from the date of incorporation of the Association. Upon

transfer of the fee interest in, or upon the execution and deliver of a real estate contract for the sale of (or of an assignment of a contract purchaser's interest in) any Lot, the membership and certificate of membership in the Association shall ipso facto be deemed to be transferred to the grantee, contract purchaser or new contract purchaser, as the case may be. Ownership of, or a contract purchaser's interest in, any such lot or lots shall be the sole qualification for membership.

ARTICLE V VOTING RIGHTS IN THE ASSOCIATION

The Association shall have two classes of voting membership:

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

Class B: The Class B member(s) shall be the Developer. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV, provided that the Class B Membership shall cause and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on July 1, 1994.

ARTICLE VI PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to, or contract purchaser's interest in every assessed lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common property;
- (c) The rights of the Association to take such steps as are reasonably necessary to protect any such mortgaged property against foreclosure, including, but not limited to the right to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to the public, and;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his lot remains unpaid and for a period not to exceed thirty (30) days for any infraction of the Association's published rules and regulations. During the developmental period the Association shall be

required to exercise its right to suspend the voting rights of, and the right to use the recreational facilities by a member for non-payment of an assessment, upon the request of the Developer;

- (e) The rights of the Association, to dedicate or transfer all or any part of the common properties to any governmental unit or public agency or authority or public utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance, and;
- (f) During the developmental period, the exercise of all of the rights and powers set forth in subparagraphs (b), (c) and (e) shall require the prior approval of both the Trustee and the Developer.

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

Section 3. Common Areas Described. The common properties referred to herein are more particularly described as follows: SEE ATTACHED

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Developer during the developmental period, and thereafter to the Association as hereinafter provided: (1) Monthly assessments or charges and (2) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; Provided, however, that in the case of a sale or a contract for the sale of (or an assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to the said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of protecting the recreation, health, safety, and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the establishment and operation of the Country Ridge Patrol, a private patrol supplementing municipal fire and police protection for residents of the properties, the payment of taxes and insurance on the common properties, and the installation and maintenance of the entry gate and gate house, and the cul-de-sac planters on streets located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

Each owner or contract purchaser shall pay the amount of \$_____ per month per lot. During such time as title to the common properties is held by the Trustee such sum shall be payable to the Developer. Upon termination of the trust and conveyance of the common properties to the Association the sum shall be payable to the Association. Said monthly assessments may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members not later than thirty (30) nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association and the Board of Trustees may fix the monthly assessment at an amount not in excess of the maximum. The monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members in an amount not in excess of three (3) per cent per year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Date of Commencement of Monthly Assessments – Due Dates.

As to each particular lot involved, the liability for the monthly assessments provided for in Section 3 of this Article VII shall begin on the first day of the calendar month following the expiration of six (6) months from the date of any deed or real estate contract of sale for the Lot, or on the first day of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of each calendar month thereafter. The due date of any special assessments under Section 4 of this Article VII shall be fixed by the Trustee, or as to the Association, by the resolution authorizing such assessment. No assessments shall be due until the Developer conveys title to the Trustees or the Association to the fully developed common properties.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Effect of Non-Payment of Assessments – Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of _____, (interest corresponding to the then current FHA interest rate then in effect at the time of delinquency) and the Developer or, upon termination of the trust, the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment and all such sums shall be included in any judgment or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchaser money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

- (a) All Properties owned by Developer;
- (b) All properties dedicated to and accepted by a local public authority;
- (c) All common properties, and
- (d) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

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

ARTICLE VIII GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. The term "residential lots", as used herein, means all of the lots now or hereafter platted on the existing property or the additions there. No structures or buildings of any kind shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single family dwelling for single-family occupancy only, not to exceed twenty-five feet in height with a private garage or carport for not more than three standard size passenger automobiles. (Accessory building height limitations shall not exceed fifteen feet in height.)

No house trailers shall be allowed to stay on the property. No trailer or unmounted camper shall be stored or parked on the premises nearer the front property line than the minimum setback line.

Section 2. Architectural Control No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building

plans, specifications, plot plan, landscaping and fencing plan, showing the nature, kind, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Dennis Davis, Walter Kirkpatrick, or by a representative designated by a member of said committee. In the event said board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant. The powers and duties of said committee members shall cease upon the termination of the developmental period, or upon the prior death of all said members. Thereafter, the committee approval described in this covenant shall be obtained from the Architectural Control Committee of the Association. The Architectural Committee shall be composed of three or more representatives who shall be appointed by the Board of Trustees of the Association.

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

COUNTRY RIDGE DEVELOPMENT COMPANY, INC.
1020 George Washington Way
Richland, Washington 99352

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

Section 3. Lot Size. Principal Permitted Uses. The following uses shall be permitted:

- (a) Single family detached dwellings and detached garages or carports not to exceed three (3) cars;
- (b) Accessory buildings or structures used to house such livestock as may be permitted, or used for tack rooms, hay storage, other noncommercial storage of produce, except that such structure should be located within the setback restriction, and shall be approved as to (1) use, (2) appearance by the Architectural Control Committee;
- (c) Limited noncommercial agriculture uses such as orchards, vineyards, vegetable gardens, pasture, except that such use shall be approved by the A.C.C.;
- (d) Limited keeping of horses: One horse per lot shall be allowed on any lot, provided there is a minimum of 15,000 sq. ft. of grass pasture area. Additionally, any lot that has an additional 15,000 sq. ft. of grass pasture area may have one (1) additional horse. Maximum number of horses per any one (1) Lot shall be two (2). Bare dirt pasture areas are expressly prohibited except that area immediately surrounding the stables. General pasture areas shall be maintained with vegetation at all times. During times when irrigation water is not available, excessive grazing of the

pasture areas is prohibited. An approved fence must be constructed prior to the acquisition of any animal. Gross pasture area shall be defined as that portion of a lot which is fenced and used solely for the grazing and keeping of animals.

- (e) If any horses born on the premises cause the maximum allowable number of horses to be exceeded, adjustment must be made within twelve (12) months to bring the total number of horses within compliance of the use restriction.

Section 4. Special Development Standards. The following standards relate to the raising and keeping of livestock in COUNTRY RIDGE:

- (a) Standings under roofed stable must be made of material which provides for proper drainage so as not to create offensive odors, fly or insect breeding, or other nuisances.
- (b) Manure must be collected at least once a week and shall be disposed on in one or more of the following manners: (1) placement of manure in a fly-proof container with periodic removal of manure from the lot; (2) Adequate burying of the manure; (3) Removal of manure from the lot.
- (c) Fences, pens, corrals or similar enclosures must be of sufficient height and strength to retain animals, and shall be built to standards approved by the Architectural Control Committee.

Section 5. Prohibited Uses:

- (a) The following uses and any other use not expressly permitted are prohibited in the COUNTRY RIDGE DEVELOPMENT except for horses, no livestock, animals, poultry of any kind shall be raised, bred, or kept except that dogs, cats, or other household pets may be kept. Owner shall observe and obey laws applicable to the City of Richland, County of Benton, pertaining to care, control and husbandry of animals and pets.
- (b) Motorized vehicles shall be prohibited to use the open space and trail system.
- (c) Kennels.

Section 6. Lot and Yard Regulations. The lot and yard requirements for COUNTRY RIDGE are as follows:

(a) Minimum front yard setback shall be thirty feet; (b) Minimum side yard setback shall be twenty feet; (c) Minimum rear yard setback shall be fifty feet. (1) Residential Structures: Thirty feet from the property line. All setback lines may be changed at the discretion of the A.C.C. (2) Nonresidential and accessory structures: Ten feet. In addition, any barns, stables, corrals, or other structures used for the containment of horses shall not be located closer than forty feet from any residential structure, except for fencing around the parameter of a pasture or garden area which shall not be less than fifteen feet from any residential structure.

Section 7. Business and Commercial Use of Property Prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within any building located on a residential lot, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) used for private

purposes, be kept, parked, stored, dismantled, or repaired outside on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other trash shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, law and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the street and ditches adjacent thereto within ten (10) days following the date on which notice is mailed to him by the Developer or the Association informing him of such violation, then the Developer or the Association may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property, in the names of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal.

No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the Association informing him of a violation of this provision, the Developer or the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the Architectural Control Committee its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 8. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 9. Minimum Dwelling Cost. No single family dwelling shall be permitted on any lot at a cost less than \$40,000.00 exclusive of land based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than one thousand five hundred (1500) square feet for a one-story dwelling, or the top two levels of a split level dwelling, nor less than one thousand one hundred (1100) square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

Section 10. Utility Easements. The grantors for themselves, their successors and assigns, dedicate easements for public utility purposes over the public utility

easement stripe as shown in the recorded plats. Said easements are hereby granted to maintain, construct and reconstruct and repair sewer lines, domestic water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat; and whenever the uses of said easement shall cease, the same shall revert to the owner of the land affected by said easement.

Section 11. Data for Completion of Construction. Any dwelling or structure erected or placed on any residential lot shall be completed as to external appearance, including finished painting, within nine (9) months from date of commencement of construction and shall be connected to the public sewer system. Landscaping shall be completed within six (6) months after completion of dwelling unit..

Section 12. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds, or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose, and that they shall not be kept in numbers or under conditions reasonably objectionable in a closely built up residential community, except as outlined in Section 3.

Section 13. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or the builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot.

Section 14. Use Restriction Applicable to Lakes. Bulkheads may be erected and maintained on lots fronting on any lake, but no bathhouses, docks or piers shall be erected or maintained on any such lots, nor shall any structures whatsoever, including but not limited to, fences, docks, piers or railroad tracks for boat launching be permitted to extend from any lake front property out into such lake.

No power boats of any kind whatsoever and no swimming rafts or swimming floats of any kind shall be permitted on any lake within the subdivision.

Section 15. Mortgagee Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereafter recorded covering any lot or lots, but title in any property obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

Section 16. Building Setback and Fence Requirements. No building or structure shall be located nearer to the front line of the lot or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than thirty (30) feet to the front lot line nor nearer than 20 feet to any side street line, except a detached garage and nearer than 50 feet to any rear lot line. No building shall be located nearer than ten feet to any (non-street) side lot line (porches and decks and decorative fences excepted).

No fence, wall, hedge or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line of the residence, except, that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted extend higher than six feet above ground except with the approval of the A.C.C.

Rustic decorative rail type fences, subject to A.C.C. approval may extend into the street setback area. A patio constructed immediately adjacent to the house on any Lot may be enclosed by a fence. Also a fence may be constructed and maintained to enclose a swimming pool. However, no part of any such fence enclosing a patio or a swimming pool may be closer than fifteen feet to the rear property line without prior written approval of the A.C.C. provided for in ARTICLE _____, Section _____ hereof.

Fences shall be well constructed of rustic fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. No radio or television antennas shall be permitted to extend more than ten feet above the roof line of any residence without the written approval of the said committee.

The A.C.C. shall have the authority in any individual case to take such exceptions to the building setback and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deems necessary or advisable.

ARTICLE IV EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds (2/3) vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE V USE RESTRICTIONS

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

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

Section 3. Pets. See previous Sections regarding pets.

Section 4. Commercial Activity There shall be no commercial activity by the members of this Association within the properties of this Association.

Section 5. Temporary Structures. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any lot at any time as a residence.

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

Section 7. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept, except in a sanitary container.

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

Section 9. Water Supply. No individual water supply system shall be permitted on any lot.

Section 10. Setback and Fence Requirements. A patio constructed immediately adjacent to the house on any lot may be enclosed by a fence. Also a fence shall be constructed and maintained to enclose any swimming pool.

- (a) A fence may be constructed and maintained by an owner on either or both side lines of his lot, but only decorative rail type fences shall be closer than the front setback line. Any variation from the above must have the express approval of the A.C.C.
- (b) Any fence may be constructed and maintained which is required at the time as a matter of law. Upon the termination of any such legal requirement, any such fence shall promptly be removed, unless it meets with the requirements of the preceding subparagraphs (a) or (b). Except, as otherwise required by law, no fence permitted by these special restrictive covenants shall be more than six feet high. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. Fences shall be well constructed of suitable fencing materials such as cedar or other painted woods.

Barb wire fencing is expressly prohibited. The fence shall be artistic in nature and in harmony with the overall development. The A.C.C. shall have total control of all fencing. Any fence shall not detract from the appearance of the dwelling house located on the lot or building site or be offensive to the owners or occupants hereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. No fencing materials shall be used without prior approval of the A.C.C. No radio or television antennas shall be permitted to extend more than ten feet above the roof line of any residence without the written approval of the A.C.C.

The said committee shall have the authority in any individual case to make such exceptions to the building setback and fence location requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The trustee, the Association, the Developer and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration; Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be the owner of a lot or lots subject to this declaration. Failure of the Trustee, the Association, the Developer, or any such owner or contract purchaser to enforce any covenant or restriction herein maintained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Assessment. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Trustee, the Association, and the owner or contract purchaser of any lot subject to this declaration, including the Developer, their respective legal representatives, heirs, successors and assigns for a term of 20 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning 75 per cent of the property described in Exhibit "A" shall have been filed with the Benton County Auditor. The covenants and restrictions of this declaration may be amended during the first 20 year period by an instrument signed by not less than the owners or contract purchasers then owning 90 per cent of the property described in Exhibit "A", and thereafter by an instrument signed by not less than the owners or contract purchasers then owning 75 per cent of the property described in Exhibit "A". Amendments shall take effect when they have been recorded with the Auditor of Benton County.

DATED: This 29th day of December, 1978.

EXHIBIT "A"

COUNTRY RIDGE Subdivision, recorded January 3, 1979, under Benton County Recording No. 780020, in Volume 13, page 13 of Plats, records of Benton County, Washington.

Recorded: January 8, 1979

Recording Number: 780403