



W.T. Harrison
P.O. Drawer A
Kennewick, WA 99336

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

HERITAGE HILLS PHASE IV
Lots 1 - 19: Block 1 & Lots 1 - 8: Block 2
Parcel Number 1-2398-300-0002-009 PTN

This Declaration is made on the date hereinafter set forth by W.T. Harrison, 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 property, subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, lines 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)

1.1: "Architectural Review Committee: ("A.C.C.") shall mean the committee appointed pursuant to the provisions of Article III.

1.2: "Association" shall mean the Heritage Hills Home Owners Association to be organized by Developer pursuant to the provisions of Article VI.

1.3: "Board" shall mean the Board of Directors of the Heritage Hills Home Owners Association.

1.4: "Common Area" shall mean all real property and facilities owned by the Association as their responsibility for the upkeep and maintenance.

1.5: "Delegate" shall mean a person selected by a Local Association to represent the interest of members of the Local Association and to vote on their behalf in the Association pursuant to Article III, Section 1.3 hereof.

1.6: "Developer" shall mean W.T. Harrison, its successors and assigns, including without limitation, purchasers from it of its interest in the Common Areas or Service Areas, other than the association.

1.7: "Developer's Area" shall mean any area retained by Developer.

1.8: "Declarant" shall mean and refer to W.T. Harrison, their successors and assigns, if such successors or assigns should require more than one undeveloped lot from the Declarant for the purpose of development.

1.9: "Lot" shall mean any plot of land shown upon the recorded subdivision map of the properties with the exception of the common areas.

1.10: "Member" shall mean every person or entity who holds membership in the Heritage Hills Home Owners Association.

1.11: "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot or lots 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.

ARTICLE II

(LEGAL DESCRIPTION)

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Benton County, Washington and is described as follows:

Heritage Hills Phase IV
Lots 1 - 19: Block 1
Lots 1 - 8: Block 2

ARTICLE III

(GENERAL PROTECTIVE COVENANTS)

Section 1.1: Enjoyment of Property: The owners shall use their respective properties to their enjoyment in such a manner so as to not offend or detract from other owners' enjoyment of their own respective properties.

Section 1.2: Residential Character of Property: The term "residential lots" as used herein, shall mean all of the lots now or hereafter platted on the existing property or the additions thereto. Only single family dwellings shall be constructed on the property; down hills lots not to exceed 30 feet in height above the curb line, up hill lots not to exceed 35 feet in height above the 25 foot set back, with a private garage or carport for not more than four (4) standard size passenger automobiles. An accessory building shall not exceed fifteen (15) feet in height.

All Recreational Vehicles must be parked beside or behind the structure. In the event it is parked beside the structure, it shall be enclosed by a 6 foot fence.

Section 1.3: 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 buildings 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 the Architectural Control Committee (A.C.C.) herein described. In the event the A.C.C. fails to approve or disapprove such design and location within fourteen (14) 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.

The Architectural Control Committee shall be composed of three (3) or more Association members, and shall be appointed annually by the Board of Directors. The A.C.C. members shall not be entitled to compensation for their services.

Any use of a lot for a purpose other than construction of a residence, any modification to the existing site, or any activity considered "preparatory" to construction, must be submitted and approved by the A.C.C.

All plans, specifications and plot plans shall be submitted to the A.C.C. at the following address, or to such other address as may hereafter be given in writing to the owners or contract purchasers involved by the Board of Directors: Heritage Hills Architectural Control, Home Owners Associations, Inc., P.O. Drawer A, Kennewick, WA 99337.

Section 1.4: Lot Size: No residential structure shall be erected or placed on any residential lot which has an area less than thirteen thousand five hundred (13,500) square feet.

Section 1.5: Principal Permitted Use:

- (a) Single family detached dwelling and garage or car port not to exceed four (4) cars.
 - 1. Accessory building or structures other than principle dwelling must be located with set back restriction, and shall be approved as to both its use and appearance by the A.C.C.

Section 1.6: Quality Standards: The ground floor area of the main structure of ranch houses without basements shall not have less than 2,300 square feet of living space. Ranch Houses with basements, exclusive of open porches and garages, shall not be less than one thousand five hundred (1,500) square feet for a one-story dwelling and lower level of at least eight hundred (800) square feet, for a total of two thousand three hundred (2,300) square feet. All other style homes (i.e. split level, tri-level) shall have at least two thousand three hundred (2,300) square feet of combined living space.

- (a) Roofs shall be cedar shake, Woodruff, tile, or 25-year laminated composition shingles.
- (b) The front surface excluding glass surface shall have at least 40% brick facing (stucco homes excluded).
- (c) Siding shall be either beveled siding, brick, stucco, or Dry Vit.
- (d) All driveways shall be concrete with 6" raised aggregate decorative borders or 100% raised aggregate concrete.
- (e) No TV or other type antennas shall be visible from the street.
- (f) Roof lines shall have at least four planes. Long exterior walls without breaks shall be avoided. A simple rectangular structure shall not be allowed.
- (g) Windows shall not include exposed polished aluminum window frames.
- (h) Front yard wooden stairs shall not be allowed.
- (i) Stairs and sidewalks shall be at least 4 feet in width.
- (j) The front entryway shall have a double door or single door with at least one side window.
- (k) All fencing shall be good neighbor fencing (same on both sides). Chain link fencing shall not be used for border fencing and will not be visible from the street.
- (l) No trees shall be planted that obstruct the down hill view of neighbors.
- (m) Retaining walls shall be poured concrete, rail road ties, landscape timbers, masonry or rock.
- (n) An underground sprinkler system shall be installed within six months of receipt of the occupancy certification.



Section 1.7: Residential Use of Temporary Structures Prohibited: No structure of 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 1.8: 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 Association, the Association 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.

Section 1.9: Date 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 twelve (12) 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 2.0: 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 they shall not be kept in numbers or under conditions reasonably objectionable in a closely built-up residential community.

Section 2.1: Utility Easements: The grantor for themselves, their successors and assigns, dedicate easements for public utility purposes over the public utility easement strips 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, gas line, cable television and irrigation lines 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 lands affected by said easement.

Section 2.2: Building Setback Requirements: No building or structure shall be located nearer to the front lines 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 or structure shall be located nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty-five feet to any side street lot line. No residential structure shall be nearer than ten (10) feet to any side lot line, or nearer than twenty-five (25) feet to the rear lot.

The Architectural Review Committee shall consider the down hill view of adjacent properties when approving site plans. Homes shall not be off-set more than 10 degrees from the front street line, except corner lots.

Section 2.3: Fencing Requirements: Any fence may be constructed and maintained which is required at the time by law. Upon the termination of any such legal requirement, any such fence not meeting the other provision of this section shall be promptly removed.

Nothing shall prevent the erection of a necessary retaining wall, the top of which shall not extend more than two (2) feet above the finished grade at the back of said retaining wall.

A fence may be constructed and maintained by an owner along either side or rear lot line. No fencing in the front yards shall be allowed closer than the city set-back requirements. A wall, hedge, or mass planting shall be subject to the same restriction as a fence.

No fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above the ground.

A patio constructed immediately adjacent to a house may be enclosed by a fence, and a fence shall be constructed and maintained to enclose a swimming pool.

Fences shall be well constructed of appropriate fencing material. Chain-link type fencing is permitted for swimming pool enclosures or small enclosures such as those containing household pets. Paint or other surface treatments shall be maintained in good condition. Fencing shall be artistic in design and shall not detract from the appearance of the dwelling located on the lot. Fencing shall not detract from the appearance of the dwellings located on adjacent lots or be offensive to the owner or occupants thereof.

Fencing materials and fence construction must be approved by the A.C.C. The A.C.C. may approve any exceptions of the fencing location or construction requirements.

Section 2.4: Offensive Activity: No noxious or offensive activity shall be carried on upon any properties nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington. 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 in a manner which may be or may become any annoyance or nuisance to the neighborhood.

Section 2.5: 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, provided, however the Developer and/or Builder may maintain a sales office on the subject property for the purpose of selling property located within the subject area.

Section 2.6: Signs: No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE sign placed by the owner or the builder

Section 2.6: Signs: No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR-SALE sign placed by the owner or the builder or by a licensed real estate broker, not exceeding the typical small real estate sign size, 20 x 28 inches long, may be displayed on any lot.

Section 2.7: Vehicles in Disrepair: 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 fail to remove such vehicle within forty-eight (48) hours following the date on which such notice is mailed to him by the Association informing him of a violation of this provision, the Association may have such vehicle removed and charge the expense of removal to said owner or purchaser. A vehicle shall be deemed to be an annoyance or nuisance to the neighborhood or in an extreme state of disrepair when in the opinion of the Board of Directors its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 2.8: Trash Dumping: No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner fail to remove any such trash, rubbish, garbage, yard rakings and other such materials from his property or the street thereto, within ten (10) days following the date on which notice is mailed to him by the Association or Developer informing him of such violation, then 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 hands of the then owner and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner of the lot involved on the date of removal.

Section 2.9: Mortgage 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 to any property obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

Section 3.0: In Derogation of Law: No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or violation of the laws and statutes of the State of Washington.

Section 3.1: Exceptions: Any owner wishing to carry out an activity not permitted by the restrictions of Article III or Article IV shall have the right to appeal to the Board of Directors for an exception to these regulations. After considering the views of other potentially affected members, such an exception may be granted only by unanimous agreement of the Board of

Directors. The exception shall carry a specific time limitation for the activity in question, and shall apply only to the specific case and owner involved. No such exception shall be considered a precedent for the granting of other exceptions. The Board may revoke any such exception if at any time the grantee does not comply with the restrictions or conditions established by the Board.

ARTICLE IV

(PROPERTY RESTRICTION)

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 another 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: Owners shall observe and obey the laws applicable to the residents of the City of Richland and Benton County pertaining to care, control and husbandry of animals and pets.

Section 4: Commercial Activity: Except as provided in Article III, Section 2.5, there shall be no commercial activity by the owners of the properties herein.

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 any 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: Livestock and Poultry: 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.

Section 8: Garbage and Refuse Disposal: No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal.

Section 9: Sewage Disposal: No individual sewage disposal system shall be permitted on any lot.

Section 10: 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 11: Water Supply: No individual water supply system shall be permitted on any lot. A pressure reducing valve shall be installed at each city domestic water meter outlet by lot purchaser. Further, a pressure reducing valve shall be installed at each irrigation gate valve by lot purchaser.

Section 12: Height: No structures, other than houses, shall exceed fifteen (15) feet in height, and no windmills shall be allowed on the property.

ARTICLE V

(COVENANT RECOURSE)

Section 1: Enforcement: The Developer and each owner 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. Failure of the Developer or any such owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Developer's right to enforce these provision of the Declaration shall terminate when Developer ceases to be owner of lots, subject to this Declaration.

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

Section 3: Amendment: 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 Developer and the owner of any lot subject to this declaration, their respective legal representative, heirs, successors, and assigns for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants which is signed by not less than the owners then owning seventy-five percent (75%) of the property described as Phase IV Heritage Hills shall have been filed with the Benton County Auditor. The covenants and restrictions of this declaration may be amended by an instrument signed by not less than the owners owning seventy-five percent (75%) of the property described as Phase IV Heritage Hills plat. Amendments shall take effect when they have been recorded with the Auditor of Benton County.

Section 4: Date of Commencement of Quarterly Assessments-Due Dates: As to each particular lot involved, the liability for the quarterly assessments shall be due and payable on the first day of each quarter.

Section 5: 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 twelve percent (12%), and the Association may bring an action at law against the one personally obligated to pay 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 judgement or decree entered in such suit.

Section 6: Subordination of the Lien to Mortgages: 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 purchase 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 payments thereof which become 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 7: Exempt Property: The following property subject to this declaration shall be exempt from assessments created herein:

- (a) All properties owned by Declarant;
- (b) All properties dedicated to and accepted by a local public authority.

ARTICLE VI

(HOME OWNER ASSOCIATION)

Every person or entity who is the record owner of a fee interest in any lot or lots in Heritage Hills which are subject by covenants of record to assessment by the Declarant 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 Declarant or the Association except that the incorporators shall be eligible for the 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 to, or upon the execution and delivery 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. One vote per lot.

It is understood that the Association is not yet formed, but that it will be formed at such time as is necessary to accomplish the stated purposes of the Association. Developer will help organize said Association.

ARTICLE VII

(COVENANT FOR MAINTENANCE ASSESSMENTS)

Section 1: Creation of the Lien and Personal Obligation of Assessments: Each owner of any lot or lots by acceptance of a deed or real estate contract therefor, 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 Association as hereinafter provided: (1) Monthly assessments or charges, and (2) Special assessments for capital improvements, such assessment 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 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 any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, shall be personally liable only for the amount of the installments due prior to 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 to operate enforcement fund, maintenance fund, irrigation fund and maintain a system for distributing irrigation water from the Irrigation District outlet to all properties to be maintained by the Homeowner's Association, including the entrance area that the Association is responsible to maintain.

Section 3: Powers of the Association and Amounts of Monthly Assessments: The amounts of the monthly assessments shall be such as is reasonably necessary to accomplish the purposes set forth in Section 2. The monthly assessments shall be fixed by the Association after the Association is formed. The Association shall have all powers reasonably necessary to accomplish the purposes set forth in Section 2.

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, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

The Board shall add the monies derived therefrom to the Association Enforcement Fund, but shall keep the same in a special account and shall use the same only for the purpose set forth in the instrument by which the owners consented to the monthly assessment.

Section 5: Maintenance Fund: The Board shall keep all monies which it may collect from assessments, together with all other monies which it is required to add to the maintenance fund pursuant to the provisions hereof. The Board shall use monies in the maintenance funds only for the following purposes:

- (a) To maintain entrance way grass strip and fence.
- (b) Street lights.
- (c) Landscaping.
- (d) Sprinkler system.
- (e) Payment of taxes on Association properties.
- (f) Enforcement: The Board, which serves on Home Owners Association and the Architectural Control Committee, shall be the same. They will have power to pay for enforcement or protective covenants and rules and restrictions through legal action they deem necessary.
- (g) Payment of the reasonable expenses and fees of the Architectural Review Committee.
- (h) Payment of other services which the Board deems to be of general benefit to residents.
- (i) Payment of costs incurred in collecting assessments.
- (j) Payment of expenses incurred in organizing the Association.
- (k) Payment of any expense reasonably incurred by the Board in carrying out any function for which it has been given responsibility hereunder.
- (l) Payment to Developer and Contractor of the award for reasonable costs for the maintenance and operation of its property improvements. Except as stated above, no part of the maintenance fund will inure to the benefit of the Developer.

Section 6: Exempt Property: The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties owned by Declarant/Developer until lots in plat are sold to first purchaser.
- (b) All properties dedicated to and accepted by local public authority.

Section 7: Annual Accounting: Within ninety (90) days following the close of each calendar year, the Board shall render to each owner an accounting which shall set forth the amount and source of all income received in the maintenance fund and all disbursements from the fund during the previous calendar year, together with a statement of the assets and liabilities of the maintenance fund at the close of the last calendar year. The Board shall maintain records of all amounts received into the maintenance fund and of all disbursements therefrom, which records shall be open to inspection by any owner at any reasonable time during normal set business meeting hours.

Section 8: Architectural Review Committee/Home Owners Association Board: The Architectural Review Committee shall exercise the functions for which it is given responsibility in any Supplemental Declaration or in this Declaration. Generally, the Architectural Review Committee will be responsible for the approval of plans and specifications and for the promulgation and enforcement of its rules and regulations governing the use and maintenance and the improvements thereon. All such rules and regulations of the Architectural Review Committee shall be deemed to constitute part of the protecting Covenants, Rules and Regulations.

