

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

Return Address:
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6725 W. Clearwater Avenue
Kennewick, WA 99336

Document Title(s) (or transactions contained therein):

1. Amended and Fully Restated Declaration of Protective Restrictions, Covenants and Agreements for Hidden Hills, Phase 1
- 2.
- 3.

Reference Number(s) of Documents assigned or released: 2011 - 004490

Grantor(s) (Last name first, then first name and initials)

1. C & J Land Company, a Washington corporation
- 2.

Grantee(s) (Last name first, then first name and initials):

1. Not applicable
- 2.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)
Lots 1 - 13 of Hidden Hills Phase 1, as recorded in Volume 15 of Plats, Page 402 of records of Benton County, Washington.

Additional legal is on page 1 of document

Assessor's Property Tax Parcel/Account Number: 134984000001005

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided therein.

AMENDED AND FULLY RESTATED
DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS AND AGREEMENTS
FOR
HIDDEN HILLS, PHASE I

THIS INDENTURE AND DECLARATION (the "Declaration") is an amendment and full restatement of that certain earlier "Declaration of Protective Restrictions, Covenants and Agreements for Hidden Hills, Phase 1", dated February 2, 2011, and recorded with the Benton County Auditor on February 10, 2011, under Auditor's Recording Number 2011-004490. As amended, the Declaration now reads in its entirety as follows:

WITNESSETH:

WHEREAS, the Declarant is the owner of the following described property, which is being platted as Hidden Hills, Phase 1, hereinafter referred to as the "Plat", an addition to Benton County, Washington, which property is located in Benton County, Washington and is legally described below;

WHEREAS, the Declarant is pursuant to this amended and restated Declaration adding a new Subsection II, B. 12, expressly prohibiting the planting of any fruit trees or poplar trees on any of the lots contained in the Plat; and

WHEREAS, it is the desire of the Declarant that said covenants be recorded and that said protective covenants be thereby impressed upon said Plat for the mutual benefit of all lot owners present and future. NOW, THEREFORE,

IT IS HEREBY MADE KNOWN THAT the Declarant does by these presents make, establish, confirm, and hereby impress upon Lots 1 – 13 of Hidden Hills, Phase 1, an addition to Benton County, Washington, as recorded in Volume 15 of Plats, Page 402, records of Benton County, Washington, which property is located within the boundaries of Benton County, Washington, the following protective covenants and other provisions herein to run with said Plat, and to hereby bind said party and all of their future grantees, assignees, and successors, hereinafter referred to collectively as the "Owners", to said covenants and other provisions herein for the term hereinafter stated as follows:

I
USE RESTRICTIONS

- A. **Use of Lots as a Single Family Subdivision:** All Lots within the Plat, shall be known and described as residential Lots and shall be occupied and used for single-family residential purposes only, and construction thereon shall be restricted to one single family house and related improvements per each Lot. No

Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is allowed (but partition of title to a single Lot is prohibited). No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owner or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot.

- B. **Animals:** Only customary household pets such as dogs and cats may be kept, but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by the Owners. All animals shall be kept under reasonable control at all times and in accordance with applicable laws. All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. Upon the written request of any Owner, the Board of the Hidden Hills Homeowners Association, (the "HOA"), shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals maintained on any Lot of the Plat is reasonable. Any decision rendered by the Board shall be final.
- C. **Signs, Restrictions on Commercial Uses:** No sign of a commercial nature, except for the permanent entry signage, temporary developer signage, (one Builder's sign and one "For Sale" sign per Lot of no more than two (2) square feet), shall be allowed in the Plat. No unsightly objects or nuisance shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarant, owner or builder to move, locate and maintain, during the period of construction and sale of Lots, on such portions of the Plat owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonably required, convenient or incidental to the construction of houses and sale of Lots, including but not limited to, business offices, storage models, trailers, construction yards, construction materials and equipment of any kind, signs, models, and sales offices, subject to prior approval thereof by the Declarant or the HOA.
- D. **Garbage and Rubbish, Storage Areas:** Each Lot shall be maintained free of equipment, rubbish, trash, garbage or other unsightly items, and the same shall be promptly removed from each Lot and not allowed to accumulate thereon, and no garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee (ACC), of the HOA so as to conceal same from the view of adjacent Lots and streets.

- E. **Vehicles:** No vehicle, wagon, trailer, camper, mobile home or boat of any type, which is abandoned or inoperative, shall be stored or kept on any street, Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to the project. No vehicles, wagons, trailers, campers, mobile homes or boats or other mechanical equipment may be dismantled or allowed to accumulate on any street, Lot or in front of any Lot. No commercial vehicle, camper, boat, trailer, mobile home or recreational vehicle or similar type vehicle shall be parked on streets, in front of a Lot or in a front driveway or otherwise on a Lot, where it can be seen from the street. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use; provided that any signs or markings of a commercial nature on such vehicle shall be unobtrusive and inoffensive as determined by the ACC. Disabled vehicles shall not be parked on the driveways or street. Parking in the street shall be limited to 72 hours and violators will be towed at owner's expense.
- F. **Lights:** Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lots. No satellite dishes shall be mounted on the front of any home in the plat. Satellite dishes must be located on the back of the home or either side, no closer than 10 feet from the front and shall be no larger than 18 inches in diameter;
- G. **Leasing:** The Owners of Lots shall have the absolute right to lease their respective Lots and the dwelling thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration.

II ARCHITECTURAL DESIGN STANDARDS

The Architectural Design Standards, as contained herein, are to be used as guidelines for each Owner and their builder in preparing plans and specifications for any proposed construction or improvement in the Plat and for maintaining an orderly construction environment. These guidelines are to be used by the Architectural Control Committee (ACC). The ACC reserves the right to grant variances or modify these standards as deemed appropriate.

- A. **Submittals required for ACC approval:** All submittals required for ACC review and approval shall be accomplished by the submittal form adopted by the ACC. The following items shall be submitted to the ACC for approval. The ACC

may request additional material to be submitted at its discretion:

1. Site plan showing the Lot boundary and the proposed location of all improvements, including all structures, driveways, sidewalks, fences, outdoor lighting, etc. Show all easements and proposed setbacks. Indicate the proposed grading and drainage away from the proposed residence and adjacent lots.
2. Floor plans designating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
3. Elevations depicting front, rear and side elevations including proposed material and finish descriptions.
4. Specifications describing the materials and finishes proposed for exterior construction.
5. Colors proposed for all exterior finishes, including paint colors, concrete, brick, stone, stucco finishes, and roofing material color.

SUBMITTALS AND INQUIRIES. All submittals shall be made to the ACC at Hidden Hills, 1276 North Bermuda, Kennewick WA 99338, or such other address as the ACC shall subsequently establish with notice to the Owners.

Prior to the commencement of construction, the Owner or their builder shall obtain written approval of the proposed improvements from the ACC. Such approval may be conditioned upon submittal and approval of site plan, floor plan and the exterior colors. The ACC is composed of Bill Wilson and Holly Wilson who reside at the address stated above.

B. Design standards:

1. **Minimum Square Feet:** The living area of the main structure, exclusive of open porches, basements and garages, shall be not less than 2,000 square feet in the case of one level homes and not less than 1,750 square feet in the case of two level homes (2 story). In the case of two story homes with a basement, there shall be a minimum of 1,200 square feet on the main floor. Single level homes with basements shall have not less than 1,750 square feet on the main level. Three (3) story homes are not permitted. All homes constructed in the area shall include a garage of at least 400 square feet with a maximum of 3 car bays. Tri-level and California split homes are not permitted.

2. Exterior Elevations: Exterior elevations shall be evaluated on the overall character, depth, and balance of the design. The use of boxed out windows, dormer windows, covered entries, and other significant jogs in exterior walls are encouraged. Exterior brick, stone, or stucco, where used, shall wrap the corners a minimum of eighteen (18) inches. The minimum pitch for roofs shall be 4/12 or more. Broken rooflines are required. Roof vents and other ventilation pipes shall be located on the rear elevations except where impractical, and shall otherwise be installed in an inconspicuous location and manner. Front Elevation: All windows and door openings on front elevation of house will be required to be wrapped with a 3½" wide material, including but not limited to stucco homes. The maximum straight wall shall be limited to 20 feet, except for garage walls, which shall be limited to 30 feet. Side Elevation: A minimum of a 2-foot offset for exterior walls is required.
3. Exterior Finishes and Colors: Brick, Stone, or Stucco; All homes shall be required to incorporate brick, stone or stucco in the front exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, stucco will be required; however, the front exterior elevation shall have no less than 30% brick, stone or stucco excluding windows and doors. Brick, stone, and stucco shall be approved by ACC.
4. Siding: Hardboard sidings by Louisiana Pacific, Georgia Pacific or equal of the following types are permitted: Horizontal 6" full lap, Horizontal 8" full lap. Other types of siding not contemplated herein are subject to written approval by the ACC. Steel, vertical siding, Horizontal Cottage Lap siding, aluminum, or vinyl siding are prohibited.
5. Exterior Paint Colors: All structures shall be painted or colored in earth tones (i.e., brown, tan, cream and gray). No structure shall be painted or colored pink, purple, red or green. All secondary structures must be of the same color as the main structure. Prior to construction all paint colors or exterior colors must be approved by the ACC.
6. Fascia and Front door color: Fascia trim and front door must be painted a different color than the body color of the house.
7. Roof: Roofs shall be 30 year premier laminate shingle grade or higher quality with 100 mph wind shear. Only darker roof colors are permitted. White, light brown and light blue roofs are not permitted.
8. Garages: Interiors of garages shall be finished, sheet rocked, taped and

painted. The primary purpose of the garage required for each Lot is for parking and storage of automobiles and other vehicles.

9. Detached buildings and fences: Detached buildings shall be located near the rear of each Lot behind the house and shall be of the same construction, finish, and color as proposed for the approved house. The maximum square footage size for any detached building shall be 1,700 square feet. Maximum height is 20 feet measured from the finished floor to the peak of the roof. Each Lot will be limited to one (1) storage unit. All detached buildings must be approved by the ACC prior to construction.
10. Fencing: Fences shall be well constructed of appropriate fencing material. Chain link type fencing is permitted for swimming pool enclosure or small enclosures such as those for containing small household pets, but is not permitted for other purposes. Any paint or other surface treatment shall be maintained in good condition. 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 ACC. In consultation with the HOA Board of Directors, the ACC may approve any exceptions to the fencing location or construction requirement.
11. All buildings (including shops) shall be erected in accordance with County codes and setback requirements. For purposes of this covenant, open patios and decks are not considered as part of the building.
12. Prohibited Plantings: There should be no fruit trees planted on any of the Lots subject to this Declaration. Additionally, there shall be no poplar trees planted on any of the Lots subject to this Declaration.
13. Landscaping: The use of berms and clustered planting groups, such as garden beds with trees, shrubs and flowers, are encouraged. The Owner or builder shall be responsible for a minimum of landscaping in the front yard (and side yards on corner lots) to include underground sprinklers. All Lots must have a minimum of ten (10) trees or shrubs (5 gallon size or larger) in the front yard. The front yard abutting the main street serving as access to any Lot must be fully landscaped within thirty (30) days of any structure receiving a Certificate of Occupancy. The front yard will be measured starting from the road edge to two feet behind the side corners of the house. The backyard shall be landscaped to include sprinklers within 180 days of occupancy. Hydro-seed and sod are permitted in yards for all homes. Front and side yard landscaping must be complete before homeowner can take occupancy of the home.

14. Mailboxes: The developer will provide mailbox clusters. Replacement necessitated by damage from whatever source shall be at the expense of the Owners.
 15. No gravel driveways are permitted. All driveways must be concrete or asphalt. The color of any colored concrete or asphalt must be approved by the ACC in advance.
 16. Jobsite maintenance: The Owner or builder shall be responsible for maintaining the jobsite in an orderly manner. All debris will be consolidated into neat piles, or picked up by the close of business every Friday. Dogs without leashes shall not be permitted on the jobsite. Temporary toilets shall be placed within the property boundary limits. Streets shall remain free from dirt, gravel, or other excavation materials and shall be maintained by the Owner or builder in a clean and orderly manner.
 17. Building and Use Restrictions: Construction on a home must commence with 12 months from the date of purchase. Any construction commenced on any Lot shall be completed within 12 months from the date construction is commenced. Any dwelling or structure on any Lot shall be completed as to external appearance, including finish painting, within six (6) months from date of commencement or construction.
3. **Homeowners Association:** A Homeowner's Association has been formed by the Declarant and the HOA shall have the authority to maintain, repair and improve, and to assess maintenance fees for support or creation of the common area irrigation system, the common areas, insurance, reserves and otherwise. The HOA shall assume control of ACC functions and Board duties when directed by the Declarant.
1. Membership: Every Owner of a Lot, shall be a member of the HOA. Membership shall be appurtenant to ownership. The Declarant shall be exempt from HOA dues and any maintenance fees.
 2. Covenants, Agreement and Restrictions run with the land: By accepting any deed to a Lot, or any other means of acquisition of an ownership interest in a Lot, the Owner agrees to observe and comply with all terms of the governing documents of the HOA and ACC and all rules and regulations promulgated by the HOA and ACC. Additionally, by accepting a deed to a Lot, or any other document which transfers a title ownership interest, each Owner agrees to any and all assessments levied by the HOA for the purpose of maintaining or improving the common

areas or property deeded to the HOA by the Declarant or their assigns.

3. **Lot Maintenance:** Each Lot owner hereby covenants and agrees to maintain his/her respective Lot. Each Lot owner shall keep run-off swales free of weeds and debris. Each Lot owner shall provide exterior maintenance at his or her own expense. The ACC will have the right to determine when such exterior maintenance is required, including, but not limited to, dwelling repair, replacement of broken windows and repair or replacement of roofs, fencing in need of paint and repair and lawn area in need of maintenance and upkeep. Maintenance shall be required in order to maintain the well-kept, neat appearance of all Lots. If any Lot Owner shall fail to provide the initial landscaping or to maintain his or her Lot(s), the HOA shall have the right to notify said Lot owner in writing of the maintenance required. From date of notification, the Lot owner shall have thirty (30) days to take action upon his/her Lot(s). If said action is not taken then the HOA shall have the right, through its agents and employees, to enter upon said Lot and provide such maintenance, and to levy an assessment against the non-performing Lot owner and his or her Lot for the cost of providing said maintenance or repairs. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot owner, if not paid within thirty (30) days after said assessment is levied. Each such assessment, together with such interest (at the rate of ten 10% percent per annum) and costs of collection thereof (including reasonable attorney fees) shall be the personal obligation of the person who was the Lot owner when the assessment fell due, as well as a continuing lien against the Lot and any successor Owner or assign.
4. **Voting Rights:** Every Owner shall be entitled to cast one (1) vote upon any matter taken up by the HOA. This shall apply regardless of any difference in Lot size or value. Any owner who owns more than one (1) Lot may cast one (1) vote for each such Lot.
5. **Meeting Notice and Quorum:** Written notice of any meeting called for the purposes of taking any action authorized under this Declaration shall be sent to all Owners not less than ten (10) days or more than thirty (30) days prior to the scheduled meeting date. A quorum shall be necessary for the transaction of business and shall be deemed to exist if sixty (60) percent of the Owners are present. Proxy voting shall be permitted. In the event that a quorum does not exist, but a lesser number may adjourn the meeting for not more than three (3) weeks from the scheduled date of the meeting.
6. **Approval of Actions:** To take effect, any matter brought before the HOA Owners must be approved by sixty (60) percent of those Owners who are

present or voting by proxy.

7. Maintenance Budget and Assessments: The HOA's Board of Directors shall establish by majority vote the annual maintenance budget in January of each year. This amount shall be divided equally among and assessed against the Lots. A notice of assessment shall be sent to each Owner. Payment shall be due on March 1st of each year an assessment is assessed. Interest shall accrue on assessments at the rate of ten (10) percent per annum from the date on which they are due.
8. Assessments as Liens: The assessment shall be a lien against the Lot of the Owner as of the due date on which the HOA has determined. The HOA shall be entitled to foreclose its lien and shall be entitled to collect reasonable legal fees and expenses in such a foreclosure action. The HOA may also personally sue the Owner for the amount of the assessment, together with legal fees and interest.
9. Other Assessments: The HOA, upon approval of sixty (60) percent of the Owners then present and voting at a meeting at which a quorum exists, may establish additional assessments for other purposes. Collection shall be as set forth herein for other assessments.
10. Personal Liability for Assessments: Transfer of any Lot, by whatever means, shall not extinguish any personal liability or any lien for an unpaid assessment.
11. Bylaws: The HOA has adopted Bylaws, which are attached hereto, marked Ex A, and are incorporated herein by this reference as though fully restated herein. In the event of any inconsistency between the terms of this Declaration and said Bylaws, the terms of this Declaration (as it presently exists or as it may hereafter be amended and recorded) shall be controlling.
12. No Compensation for Officers or Directors: No elected officer or director shall receive a salary. Officers and directors may be reimbursed for out-of-pocket expenses in connection with the duties they perform for the HOA.
13. Qualification of Officers and Directors: All elected officers or directors shall be Lot owners. In the event an officer or director ceases to be a Lot owner, he/she shall immediately forfeit his/her office.
14. Annual Elections of Officers and Directors: Elections shall occur at the meeting in January of each year when the annual maintenance budget is

determined. Each officer or director shall hold office until a successor is elected. In the event of a vacancy, an interim election shall be held at a special meeting. The newly-elected officer or director shall complete the term of the officer or director he/she is replacing.

15. **Special Meetings:** Special meetings shall be called at the request of the President, or any two (2) Directors or any ten (10) Owners. Such notice shall be in writing and comply with the notice requirements set forth above.
16. **Homeowners Association May Enforce:** The HOA shall have the right to enforce, by any proceeding at law or in equity, all restrictions, agreements, conditions, covenants, reservations, liens and charges now or hereafter imposed under the provisions of this Declaration. Failure by the HOA to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
17. **Modification of Restrictions:** By written consent of two-thirds (2/3's) of all of the Lot Owners, the HOA may be given such additional powers as may be described by the HOA, or otherwise modify or amend this Declaration in any manner. The secretary of the HOA shall cause such amended Declarations to be recorded with the County Auditor.
18. **Severability Clause:** The HOA shall, at all time, observe all of the laws, regulations, ordinances and the like of the County of Benton, State of Washington and The United States of America, and if, at any time, any of the provisions of this Declaration shall be found to be in conflict therewith, then such parts of this Declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.
19. **Termination of Declaration, Covenants, Conditions and Restrictions:** This Declaration may be terminated, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this Declaration, by the Owners of ninety (90%) of the properties subject hereto at any time it is proposed to terminate this Declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the Benton County Auditor, County of Benton, State of Washington.
20. **Standing to Enforce Terms of Declaration:** Any Lot owner, or the HOA,

EXHIBIT A

**BYLAWS
OF
HIDDEN HILLS HOMEOWNERS ASSOCIATION**

ARTICLE I. NAME

The name of the corporation is HIDDEN HILLS HOMEOWNERS ASSOCIATION.

ARTICLE II. PURPOSES

The purposes for which the non-profit corporation is formed are as follows:

- (a) To own, manage, and develop certain common areas located in the residential housing development commonly known as Hidden Hills, County of Benton, in the State of Washington;
- (b) To collect periodic homeowner's association assessments and dues;
- (c) To pay expenses in connection with said common areas;
- (d) To maintain insurance on said common areas;
- (e) To enforce the Declaration of Protective Restrictions, Covenants and Agreement for Hidden Hills filed in the Benton County Auditor's office (as now in effect or hereafter amended) (hereinafter referred to as "Covenants and Restrictions" or the "Declaration"); and
- (f) To perform such other and further acts are necessary and appropriate to accomplish the foregoing purposes.

ARTICLE III. MEMBERSHIP

Section 1. Any person owning real property in the housing development known as Hidden Hills shall be a member of the Association, with the exception of the owner of Lot 38, which lot is not subject to the Declaration. Where property is owned by more than one person there shall be but one vote among the owners. Said owners must designate in writing that one of them shall be entitled to vote. All owners shall be entitled to speak at any meeting.

Section 2. The Board of Directors may set annual membership assessments at its annual meeting each year. Assessments, if established, shall be mandatory. Unpaid

assessments shall be a lien against the real property owned by the delinquent member in Hidden Hills as set forth in the Covenants and Restrictions.

Section 3. The Board of Directors may suspend the voting rights of a member for willful failure to comply with the Bylaws or the requirements of membership; such individuals shall have an opportunity for hearing before the Board of Directors.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. The operations of the corporation shall be managed by a Board of Directors consisting of no less than two (2) and up to five (5) members, at least one of whom shall be a citizen of the United States and all of whom shall reside in Hidden Hills. The Board shall take such actions as may be authorized for the Association to undertake by the Covenants and Restrictions unless prohibited thereunder or reserved to the Owners.

Section 2. The Board of Directors shall be comprised of the officers and/or other Owners, elected at the meeting of the general membership at the annual meeting of the corporation.

Section 3. The Board shall only act in the name of the corporation when it shall be regularly convened by its chairman after due notice to all the Directors, and shall have passed a resolution regarding the particular matter.

Section 4. A majority of the members of the Board shall constitute a quorum.

Section 5. Each Director shall have one vote and voting may not be done by proxy.

Section 6. The Board of Directors shall hold regular meetings at least once every twelve (12) months. Notice shall be sent by mail to all Board members not less than five (5) nor more than ten (10) days prior to such meetings.

Section 7. The Board may make such rules and regulations covering its meeting as it may determine necessary.

Section 8. Whenever a vacancy shall occur on the Board of Directors it shall be filled without undue delay until the next annual meeting by a majority vote of the remaining Board members.

Section 9. Special meetings of the Board of Directors may be called by the President or must be called at the request of two Board of Directors members, such

request to be made in writing at least five (5) days before the requested scheduled date to the Secretary of the Board.

ARTICLE V. OFFICERS

Section 1. President. The President shall be the chief executive officer of the corporation. He shall perform all duties incident to the office of President and such other duties as may be ordered by the Board of Directors. He shall be an ex-officio, non-voting member of all committees, except the nominating committee and architectural control committee where he shall be a voting member. In addition, he has the following responsibilities:

- (a) to serve as chairman of the Board of Directors;
- (b) to present at each annual meeting an annual report of the operation of the corporation; and
- (c) to sign checks, up to an amount to be established by the Board of Directors.

Section 2. Vice President. The Vice President shall also be responsible for any assignments delegated by the Board of Directors. The Vice President shall assist the President. In the absence of the President, the Vice President shall take over executive authority.

Section 3. Secretary. The Secretary shall:

- (a) keep the minutes and records of the corporation;
- (b) file any certificates required by law;
- (c) serve all notices to members of the corporation;
- (d) be official custodian of the records and seal of the corporation;
- (e) submit to the Board of Directors and the general membership all communication addressed to him as Secretary of the corporation;
- (f) attend to all corporate correspondence and exercise all duties incident to the office of Secretary.

Section 4. Treasurer. The Treasurer shall:

- (a) be responsible for all monies belonging to the corporation;
- (b) maintain in the checking account a reasonable amount as determined by the Board of Directors;

- (c) deposit the balance in a savings account;
- (d) sign checks;
- (e) render a written account of the finances of the corporation which shall be included in the minutes of the Board of Directors' meetings;
- (f) exercise any other duties incident to the office of Treasurer.

Section 5. The President or the Treasurer may sign checks of the corporation.

ARTICLE VI. MEETINGS

Section 1. The annual meeting of the corporation shall be held in the month of January each year; the date, place and hour to be designated by the Board of Directors. Notice of this meeting or any other general membership meetings signed by the Secretary, shall be mailed by first-class mail to every member in good standing at least ten (10) but not more than thirty (30) days prior to the annual meeting.

Section 2. A quorum at any membership meeting shall be sixty (60) percent of the voting members, but a lesser number may adjourn the meeting for not more than three weeks from the scheduled date of the meeting.

Section 3. Special meetings of the membership may be called by the President or must be called at the request of two Board of Directors members or ten general members, such request to be made in writing to the Secretary who shall then provide notice in the manner set forth in Section 1, above.

Section 4. No other business but that specified in the notice may be transacted at a special meeting.

Section 5. All questions of parliamentary procedure shall be settled by Robert's Rules of Order Revised, when they are not inconsistent with these Bylaws.

Section 6. Any member may attend a Board of Directors meeting.

ARTICLE VII. VOTING

Section 1. At all meetings voting shall be by voice unless otherwise requested; for election of the Board of Directors, ballots shall be provided.

ARTICLE VIII. COMMITTEES

Section 1. There shall be following standing committees:

- (a) Architectural Control Committee; and
- (b) Nominating Committee.

Section 2. The Architectural Control Committee shall be comprised of only the President and the Treasurer initially until such time as five (5) lots have been sold, and thereafter the President and the Secretary shall be joined by three additional members elected by the general membership at its annual meeting. Vacancies shall be filled by the Board of Directors. The Architectural Committee shall perform the responsibilities set forth for it in the Covenants and Restrictions.

Section 3. The Board of Directors may create other standing and special committees as necessary.

Section 4. All members shall be eligible to serve on committees.

Section 5. The Board of Directors shall appoint the chairman of each committee.

Section 6. The President shall be an ex-officio, non-voting member of all committees, except the architectural and the nominating committees, where the President shall be a voting member of the same.

ARTICLE IX. ASSESSMENTS AND COLLECTION

The subjects of assessments and collection are covered in and controlled by the Declaration as recorded, or as subsequently amended and recorded.

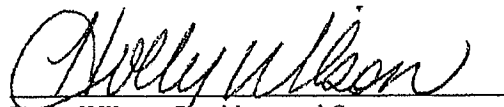
ARTICLE X. FISCAL YEAR

The fiscal year of the corporation shall be the calendar year.

ARTICLE XI. AMENDMENTS

These Bylaws may be altered, amended, repealed, or added to by two-thirds vote of the membership at its meeting. However, prior notice of all such proposed changes must be stated in the meeting notice. This notice must consist of a copy of the proposed change to be mailed, e-mailed or delivered not less than ten (10) days nor more than ten (10) days nor more than thirty (30) days prior to the Board or membership meeting. As between these Bylaws and the said Declaration, the terms and provisions of the recorded Declaration shall be controlling in the event of any actual conflict between the two.

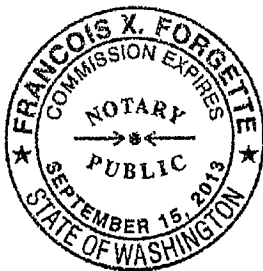
ADOPTED this 14th day of December, 2010.


Holly Wilson, President and Secretary

STATE OF WASHINGTON)
) SS.
COUNTY OF BENTON)

On this day personally appeared before me HOLLY WILSON to me known to be the President and Secretary of Hidden Hills Homeowners Association and who executed the within and foregoing instrument, and acknowledged that the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and, upon oath, stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of December, 2010.



Francois X. Forgette
(Notary Public in and for the
State of Washington, residing
At Kennel
My Commission Expires: 9/15/13)