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Benton County

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DOCUMENT TITLE: Declaration of Protective Covenants, Conditions and Restrictions  
of Plat of Horizon Heights, Benton County, Washington

GRANTOR/ASSIGNOR/OWNER:

1. Camp Corporation

GRANTEE/ASSIGNEE/TRUSTEE/BENEFICIARY:

- 1.
- 2.

LEGAL DESCRIPTION: PLAT OF HORIZON HEIGHTS Recorded  
at Vol. 15 Page 250 of Plats, records of Benton  
Additional legal is on page 1 of document. County.

AUDITOR'S REFERENCE NUMBER INCLUDE YEAR OF DOCUMENT ASSIGNED OR  
RELEASED.

Auditor's Number:

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 2003-011406

1-2198-100-0002-007

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
PLAT OF HORIZON HEIGHTS  
BENTON COUNTY, WASHINGTON**

THIS DECLARATION is made this 30<sup>th</sup> day of July 2004 by CAMP CORPORATION,  
"Declarant" (Developer).

**DESCRIPTION OF THE LAND**

- A. Declarant owns certain real property located within the State of Washington, which property and improvements are commonly known as Horizon Heights and is herein referred to as the "Property". *Horizon Heights Plat is recorded at Vol 15, Page 250 of Plats, Records of Benton County.*
- B. For the benefit and protection of the Property, to enhance its value and attractiveness, and as an inducement to lenders and investors to make and purchase loans secured by Lots within the Property, Declarant agrees to provide herein for a method of use and architectural control within the Property.

NOW, THEREFORE, Declarant hereby declares that the Lots described herein shall be held, sold, conveyed, encumbered, leased, rented, used, occupied, and improved subject to Restrictive Covenants for Horizon Heights recorded at Auditor's Number 2003-011406 records of Benton County, subject to Property Use and Development Agreement recorded at Auditor's Number 2002-038887 records of Benton County and subject to the following uniform covenants, conditions, restrictions, reservations, grants of easement, rights, right-of-way, liens, charges, and equitable servitudes.

Any conveyance, transfer, sale, assignment, lease, or sublease of a Lot in the Property, shall and hereby is deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, The Association, and any first mortgagee of any Lot.

ARTICLE 1  
INTERPRETATION

1.1 **Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and maintenance of the Property.

1.2 **Covenant Running with Land.** It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1.3 **Captions** given to the various articles and sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.

1.4 **Definitions:**

1.4.1 **“Association”** shall mean The Horizon Heights Homeowners Association, a Washington non-profit organization, provided for in Article 3 and its successors and assigns.

1.4.2 **“Board”** shall mean the Board of Directors of The Association provided for in Article 4.

1.4.3 **“Common Area”.** The Common Area(s) shown on the Plat Map inclusive of entryway, open spaces, and improvements; such improvements to be done by The Association and or Declarant for the exclusive use and enjoyment of The Horizon Heights Association owners. It shall be the sole responsibility of The Horizon Heights Association to maintain such areas, Common Areas, and other actual parcels. Property from up to and surrounding buildings on individual lots are also considered Common Area, excluding provisions 2.5.1. Refer to common area 2.1.

1.4.4 **“Declarant”** shall mean the undersigned and its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and by written instrument in recordable form by specifically assigned the rights and duties of Declarant.

- 1.4.5 "**Declaration**" shall mean this declaration and any amendments thereto.
- 1.4.6 "**Home**" shall mean and refer to any structure located on a Lot or a partial Lot, which structure is designated and intended for use and occupancy as residence by a single family or which is intended for use in connection with such residence.
- 1.4.7 "**Lot**" shall mean and refer to any plot of land shown upon any recorded Plat Map of the Property. Ownership of a Lot shall include ownership of the Home and Improvements now or hereafter constructed on such Lot.
- 1.4.8 "**Mortgage**" shall mean a recorded mortgage or deed of trust that creates a lien against a Lot and shall also mean a real estate contract for the sale of a Lot.
- 1.4.9 "**Mortgagor**" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance on a Lot created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract for the sale of a Lot.
- 1.4.10 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simply title to any Lot which is a part of the Property, and, except as may be otherwise expressly provided herein, shall, in the case of a Lot which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an owner.
- 1.4.11 "**Person**" shall include natural persons, partnerships, L.L.C.s, corporations, associations, and personal representatives.
- 1.4.12 "**Property**" shall mean the real estate described in Exhibit 1 and all improvements and structures thereon, including such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.4.13 "**Plat Map**". The Plat of Horizon Heights as recorded with Benton County, Washington.
- 1.5 **Percentage of Mortgagees**. For purposes of determining the percentage of first mortgages approving a proposed decision or course of action, a mortgagee shall be deemed a separate mortgagee for each Lot on which it holds a mortgage that constitutes a first lien on said Lot.



1.6 **Percentage of Owners** . For purposes of determining the percentage of Owners approving a proposed decision or course of action, an Owner shall be deemed a separate Owner for each Lot owned.

**ARTICLE 2  
COMMON AREA**

2.1 **Ownership of Common Area and Screening/Access Control Easement.** Each Town-Home lot owner shall own such percentage along with such improvements according to his or her lot ownership. The Association owns the Tracts A through F as shown on the Plat map. In addition, the Association owns all landscaping on the 10' wide screening/access control easement abutting the abandoned railroad right-of-way on the south westerly boundary of the Plat.

2.2 **Owners' Easements of Enjoyment.** Each Owner shall have a non-exclusive right and easement, in common with all of the other Owners, of enjoyment in and to the Common Area tracts which shall be appurtenant to and it shall pass with the title to every Lot, subject to the following provisions.

2.2.1 **Safe Usage.** The Association may totally bar or restrict the Owners' use of portions of the Common Area where ordinary use could be dangerous, unreasonably increase Association costs, or be detrimental to the environment.

2.2.2 **Right To Use.** The Association may suspend the voting rights and right to use of the Common Area by an Owner for: Any period during which any assessment against his Lot remains unpaid, or any violation of this Declaration or the Association's published rules for which he is responsible remains unabated.

2.2.3 **Dedicated/Transfer.** The Association shall have a right to dedicate or transfer all or any portion of the Common Area, including easements, to any public agency, authority, or utility in accordance with the provisions of the Articles of Incorporation.

2.3 **Native Growth and Other Special Areas.** Certain portions of the Common Area may have special designations on the Plat, including but not limited to, water retention/detention areas, etc. Those areas are subject to any special use restrictions set forth on the Plat and any supplemental regulations by The Association consistent with the Plat restrictions.

2.4 **Delegation of Use.** An Owner may delegate, in accordance with such rules and regulations, as The Association shall designate, his right of use and enjoyment of the Common Area to the members of his family, his guests, and his tenants.

2.5 **Maintenance.**

2.5.1 **Association.** The Association and/or its duly designated representative shall maintain the Common Areas and screening/access control easement owned by the Association. Further, the Association shall maintain over-sight responsibility of the plat irrigation system to insure that the system installed to each lot is operating at reasonable efficiency. The Architectural Control Committee (ACC) shall have the right to require, at the Lot Owner's expense, the trimming or topping (or, if deemed necessary, removal) of any tree, hedge or shrub on a Lot which the ACC determine is unreasonably blocking or interfering with the view or access to sunlight of another Lot. The Association may provide such additional common maintenance, as it shall, from time to time, determine to be in the best interest of the Lot Owners/buildings. With the exception of the common maintenance herein described, all maintenance of Lots and Units located thereon shall be the sole obligation of the Owner. Refer to 6.24 for exterior/building maintenance.

2.5.2 **Lot Owners.** Lot Owners shall maintain his or her entire lot, including but not limited to, the grass areas, sprinkler system, trees and shrubs surrounding the Lot, walkways, driveways and rear patios, all outside walls to include painting, windows and roof area in the same condition as a reasonably prudent homeowner would maintain his or her own home so that the entire real property will reflect a high pride of ownership. If any Lot Owner shall fail to maintain his or her Lot or the Units located thereon in the same condition as a reasonably prudent homeowner, the Association, after approval by two-thirds (2/3) vote of the Board, shall have the right to notify said Lot Owner in writing of the maintenance required. If said notice is delivered to the non-performing Lot Owner, and no action is taken for a period of thirty (30) days, The Association 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/her Lot or in the cost of providing said maintenance. Said assessment shall constitute a lien against the Lot owned by the non-performing Lot Owner, and may be collected in the same manner as any other monthly or special assessment as hereinafter provided and, if not paid within thirty (30) days after said assessment is levied. The Association shall have all the remedies for collection as provided in Article of the Declaration. Each Lot Owner shall be responsible for payment of water, electricity, gas, sewer, garbage collection and other necessary utility services for his or her Lot.

2.5.3 **Creation of the Lien and Personal Obligation of Assessments.** Each Lot Owner by acceptance of a deed or other conveyance, whether or not is shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all common expenses assess against his or her Lot by the Association, including, but not by way of limitation: (1) Annual assessments or

charges, and (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provides. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with 12 per cent interest, \$35.00 processing fee, and additional costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the Lot Owner when the assessment fee due. There will be no assessment on any lot until the Home on such lot is completed, sold and closed.

2.5.4 **Purpose of Monthly Assessments.** The monthly assessment shall constitute a common expense fund and shall be used for the payment of those expenses authorized by the Declaration and the Bylaws of The Association, for the benefit of the Lot Owners and for the improvement and maintenance of the Common Area and improvements, including, without limitation:

- (a) Water, electricity, sewer, garbage collection, and other necessary utility services for the Common Areas, and to the extent not separately metered or charge for the Lots, any assessments upon The Association with respect to such services.
- (b) A policy or policies insuring the Developer, The Board, The Association and the Lot Owners against any liability to the public, or to any other Lot Owner, or to any invitees or tenants of any Lot Owner, for property damage or bodily injury incident to the ownership or use of the Common Area. Limits of liability under such insurance policy or policies shall not be less than One Hundred Thousand Dollars (\$100,000) for any one person injured; One Hundred Thousand Dollars (\$100,000) for any one accident; and Fifty Thousand Dollars (\$50,000) for property damage for each occurrence.
- (c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.
- (d) The salary expenses of any personnel, as may in the reasonable opinion of The Board, be necessary or proper for the management and operation of the Common Area.
- (e) Legal and accounting services which, in the reasonable opinion of The Board, are necessary or proper in the operation of the Common Areas or the enforcement of this Declaration.



- (f) Fees and charges due to any person, firm, corporation, or developer which may be retained or hired by The Board to perform any functions or activities incident to the management or administration of The Association (1) There may be from time-to-time, as The Community evolves, that The Association does not have enough funds to pay for expenses for the commons areas. The Developer's Corporation reserves the right to pay for such and be reimbursed accordingly. Any payments by Developer's Corporation on behalf of the Association shall be applied as a credit toward any future dues that might be owed by Developer.
- (g) Construction, replacement, improvement, maintenance in good order and repair of the Common Areas and improvements thereon and that portion of the Lots that The Association is responsible for maintaining, as The Board shall determine are necessary and proper.
- (h) Repair and maintenance of any storm or drainage system.
- (i) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes and assessments which The Board may procure or pay for pursuant to the terms of this Declaration, or the Bylaws of The Association, or which The Board shall decide is necessary or proper for the operation and maintenance of the Common Area or for the enforcement of any provisions in this Declaration or the Bylaws of The Association.
- (j) Common area taxes any and all, but not limited to: entry way and improvements, parking areas, improvements on any lots with the intent such improvements are to be enjoyed/used by any other Community Lot owner, shall be paid by The Association per tax assessor. (Excluding individual/specific TownHome or Lot improvement(s): i.e., court yards/patio covers.

2.2.5 **Amount of the Monthly Assessments.** The amount of the Monthly assessments shall be as follows Twenty Dollars (\$20.00) per month.

- (a) An initial assessment equal to two (2) months shall be paid by each original lot purchaser upon closing of each lot. One half of such is for The Association's operating account and one half of such is for the first month dues. Perpetual monthly assessments shall commence 30 days from closing of a completed TownHome or occupancy. There shall be no monthly billing statements. It is



the TownHome owner's sole responsibility to mail all monthly assessments to The Association's address.

- (b) Within thirty (30) days prior to the beginning of each fiscal year of The Association, The Board shall estimate the net charges to be paid by The Association during the coming year for the purposes specified in Section 2 of this Article 2 (including a reasonable provision for contingencies and replacements and less any expected income and any surplus from the prior year's fund); thus dividing the estimated net charges by the number of lots and assess each Lot Owner such amount in accordance with the number of Lots owned. The Association's fiscal year commences January 1. If the estimated cash requirement proves inadequate for any reason, including non-payment of any Lot Owner's assessment, a further assessment may be levied, which shall be assessed in like manner. Each Lot Owner shall be obligated to pay assessments made pursuant to this paragraph to The Association in equal monthly installments on or before the first day of each month during the year. However, the Board of Directors may provide for quarterly or annual payments in lieu of monthly payments.
- (c) All funds collected hereunder shall be expended for the purpose designated herein.
- (d) The omission by the Board before the expiration of any year to fix the assessments for that or the next year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Lot Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed. The new assessment shall be determined as provided in Paragraph (b) above and shall apply prospectively for the balance of the year and until the next assessment is fixed.
- (e) The Association shall keep detailed accurate records, in chronological order, of the receipts and expenditures affecting the Common Area and buildings, specifying and itemizing the operation, maintenance, replacement and repair expenses of the Common Area and any other expenses. Records and vouchers authorizing the payments involved shall be available for examination by the Lot Owners by appointment only during business hours on weekdays.

- 2.6 **Property Entry Signs**. If landscape/entry sign easement(s) are on a lot(s), The Association shall hereafter maintain such project entry and identification signs and related landscaping, fencing and improvements, as deemed necessary. The Lot Owners shall have no right to use these easement areas, except to maintain, repair or improve the entry sign and landscaping. The Owners of the lots subject to these easements may not do anything in the easement areas which is inconsistent with, or detrimental to their intended purpose.

### ARTICLE 3 OWNERS' ASSOCIATION

- 3.1 **Establishment**. There is hereby created an association to be called The Horizon Heights Association (referred to hereinafter as The "Association").
- 3.2 **Form of Association**. The Association shall be a nonprofit corporation formed and operated pursuant to Title 24 and Chapter 64.38, Revised Code of Washington. In the event of any conflict between this Declaration and the Articles of Incorporation for such nonprofit corporation, the provisions of this Declaration shall prevail.
- 3.3 **Membership**.
- 3.3.1 **Qualification**. Each Owner of a Lot in the Property (including Declarant) shall be a member of The Association and shall be entitled to one membership for each Lot so owned. Ownership of a Lot shall be the sole qualification for membership in The Association.
- 3.3.2 **Transfer of Membership**. The Association membership of each Owner (including Declarant) shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, conveyed, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in The Association appurtenant thereto to the new Owner thereof.
- 3.4 **Development Period**. The Development Period shall mean that period of time from the date of the recording of these Declarations until the date when eight-five (85) percent of the lots with completed units have been sold. Upon termination of the Development Period, either because of the sale of the required number of Lots or at the election of the Developer, the Developer shall record with the County Auditor a Declaration of Termination of Development Period referencing the Declaration and stating that the Development Period is terminated. The Development Period shall terminate with the recording of said document.

- 3.4.1 **Notice of Termination of Development Period.** Not less than ten (10) nor more than thirty (30) days prior to the recording of the Declaration of Termination of Development Period, the Developer shall give written notice of the termination of the Development Period to each Lot Owner. If there shall be more than one Lot Owner of any Lot, notice to any one of said Lot Owners of any Lot shall be sufficient. The notices shall be transmitted by regular mail, postage prepaid, addressed to the Owners at their last mailing address provided to the Developer. If no mailing address has been provided to the Developer, then said notice shall be addressed to the mailing address of the Lot. Notices shall be deemed given when deposited in a United States Post Office postage prepaid, addressed as herein above indicated.
- 3.4.2 **Notice of Meeting of Association.** Said Notice of Termination of Development Period shall specify the date when the Development Period will terminate, and shall further notify the Lot Owners of the date, place and time at which the first meeting of The Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new officers and The Board of The Association. Notwithstanding any other provision of the Articles or Bylaws of The Association to the contrary, for purposes of this meeting, the presence either in person or by proxy of the Owners of a majority of the Lots shall constitute a quorum. The Board and officers of The Association may be elected by a majority vote of said quorum. If a quorum shall not be present, the Development Period shall nevertheless terminate and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of The Association.
- 3.4.3 **Developer's Reservation of Authority During Development Period.** The Developer hereby has and does reserve for its successors or assigns, during the Development Period, all of the rights, powers and functions of The Association, The Board and the ACC, thereof, which shall be exercised and/or performed by the Developer. The Developer shall appoint the initial Board Members who shall exercise the aforesaid rights during the Development Period.

3.5 **The Association.**

- 3.5.1 **Membership.** Each Lot Owner shall be a member of The Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment. All members shall have rights and duties as specified in this Declaration, The Articles of Incorporation and Bylaws.
- 3.5.2 **Voting Rights.** The Association shall have two (2) classes of voting membership.
- Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned.



When more than one person holds an interest in any Lot 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 (1) vote be cast with respect to any Lot.

Class B: Class B members shall be the Developer and shall be entitled to three (3) votes for each lot owned.

3.6 **Bylaws of Association.** Bylaws fix the administration of The Association and the Property, and to further the intent of this Declaration may be adopted or amended by the Owners at a regular or special meeting provided that the initial Bylaws shall be adopted by The Board of Directors. In the event of any conflict between this Declaration and any Bylaws, the provisions of this Declaration shall prevail.

**ARTICLE 4  
MANAGEMENT OF THE ASSOCIATION**

4.1 **Administration of the Property** The Owners covenant and agree that the administration of the Property shall be in accordance with the provisions of this Declaration and the Bylaws of The Association which are made a part hereof. Administrative power and authority shall vest in a Board of Directors select and in accordance with the Bylaws.

4.2 **Authority and Duties of the Board.** On behalf and acting for The Association, The Board, for the benefit of the Property and the Owners, shall have all powers and authority permitted to The Board under this Declaration, including but not limited to the following:

4.2.1 **Assessments.** Levy, collect and enforce the collection of, assessment, to defray expenses attributable to carrying out the duties and functions of The Association hereunder.

4.2.2 **Fidelity Bonds.** The Association may require any officer or employee of the Association handling or responsible for The Association funds to furnish adequate fidelity bonds, the premiums of such bonds to be paid by The Association.

4.2.3 **Maintenance of Right-of-Ways, etc.** To the extent deemed advisable by The Board, pay for the costs of maintaining and landscaping right-of-ways, plant islands, or other similar areas which are within or adjacent to the Property boundaries.

4.2.4 **Property Management.** The Association may enter into agreements with one or more qualified persons which provide for the maintenance and repair of the Common Area, collection of assessments, sending all required notices to Lot Owners, operation of Association meetings, and other regular activities of The

Association provided that, The Board may not delegate to said persons the duties which it is required by law to perform.

- 4.2.5 **Contracting and Payment for Materials, Services, etc.** Contract and pay for any materials, supplies, labor or services which The Board shall determine are necessary or proper for carrying out its powers and duties under this Declaration, including legal accounting, management or other services; provided that, if for any reason any materials, supplies labor or services are provided for particular Lots or their Owners, the cost thereof shall be specially charged to the Owner of such lot (excluding such improvements for common use). The Board may pay the Declarant a reasonable fee for any services it performs on behalf of The Association.
- 4.2.6 **Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of The Association shall be signed by such officer or officers, agent or agents, of The Association and in such manner as if from time to time determined by the Board.
- 4.2.7 **Attorney-in-Fact.** Each Owner, by the mere act of becoming an Owner, shall irrevocably appoint The Association as its attorney-in-fact, with full power of substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder.
- 4.2.8 **Adoption of Rules and Regulations.** When and to the extent deemed advisable by the Board, to adopt reasonable rules and regulations governing the maintenance and use of the Common Area and the Property and other matters of mutual concern to the Lot Owners, which such rules and regulations shall not be inconsistent with this Declaration and the Bylaws and which shall treat all Owners fairly and on a non-discriminatory basis.
- 4.2.9 **Additional Power of Association.** In addition to the duties and powers of The Association, as specified herein, and elsewhere in this Declaration, but subject to the provisions of this Declaration, the Association, acting through its Board, shall have the power to do all other things which may be deemed reasonably necessary to carry out its duties and the purposes of this Declaration.

## ARTICLE 5 ARCHITECTURAL CONTROL

### 5.1 **Exterior Alternation, Repair, Construction.**

- 5.1.1 **Procedures.** There shall be no exterior alterations, repairs to any TownHome (including, without limitation, concrete or masonry walls, rockeries, fences,

hedges) to be constructed, erected, placed or altered within the Property, and all exterior alterations and repairs (including, but not limited to, re-roofing or repainting) of any buildings or structures on the Property and visible from any public street or other Lot must be approved by the Board of Directors of the Association, or by an Architectural Control Committee (ACC) composed of three (3) or more representatives appointed by the Board; provided, until all of the Lots are sold with homes on them, the Declarant shall appoint the members of the ACC. References in this Article 5 to the ACC shall be deemed to include the ACC, the Board, or the Declarant, as circumstances may dictate. Complete plans and specifications of all such proposed buildings, structures, and exterior alterations and repairs, together with detailed plans showing the proposed location of the same on the particular building site and other data requested by the ACC, shall be submitted to the ACC before construction, alteration or repair is started. Construction, alteration or repair shall not be started until written approval thereof is given by the ACC.

- 5.1.2 **Workmanship and Materials.** The ACC will review submittals as to the quality of workmanship and materials planned and for conformity and harmony of the external design with proposed or existing structures on neighborhood residential Lots or building sites, and as to location of the building with respect to topography, finish grade elevation and building setback restrictions.
- 5.1.3 **Plans and Specifications.** All plans and specifications for approval by the ACC must be submitted in duplicate prior to the proposed construction or exterior alteration or repair starting date. The ACC shall respond within 30 days from submittal. The maximum dimensions and specific materials of any building shall be established by the ACC as part of the plan approval and shall be given in writing together with the approval.
- 5.1.4 **Architect/Designer/Contractor.** The ACC may require that said plans or specification be prepared by an architect or a competent house designed that is approved by the ACC. One complete set of said plans and specifications shall in each case be delivered to and permanently left with the ACC. All buildings or structures shall be erected or constructed, and all exterior alternations or repairs made, by a contractor, house builder or other person or entity approved by the ACC. The ACC shall have the right to refuse to approved any design, plan or color for such improvements, construction, or exterior alteration or repair visible from a public street or other Lot which is not suitable or desirable, in the ACC's reasonable opinion, aesthetic or otherwise.
- 5.1.5 **Suitability of Design.** In so passing upon such design, the ACC shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme,

to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect or impact that said structures will have on the view or outlook of surrounding building sites, and any and all factors, which, in the ACC's opinion, shall affect the desirability or suitability of such proposed structure, improvements, or exterior alteration or repair.

5.1.6 **Mailboxes.** The ACC shall have the right to specify precisely the size, color and style of mailboxes, and of the post or support on which such mailboxes are affixed, and their location within the Property and or common area.

5.1.7 **Declarant Status.** Declarant (including any successor in interest to Declarant's status as Declarant) shall not be subject to the restrictions of Section 5.1 as to any Lot owned by Declarant.

5.2 **Sales Facilities of Homebuilder(s).** Notwithstanding any provision in this Declaration to the contrary, the Homebuilder(s) of said property (its agent, employees and contractors) shall be permitted with authorization from the ACC to maintain during the period of sale of Lots and/or Homes upon such portion of the Property as the Homebuilder(s) may choose, such facilities of the Homebuilder(s) may be reasonably required, convenient or incidental to the construction, sale or rental of Lots and Homes, including but not limited to, business offices, storage areas, signs, model units, sales offices, construction offices, and parking area for all prospective tenants or purchasers of the Homebuilder or Developer.

## ARTICLE 6 USE AND MAINTENANCE OBLIGATION OF OWNERS

6.1 **Maintenance of Lots.** Each Owner, at said Owner's sole cost and expense, shall promptly and continuously maintain, repair and restore said Owner's Lot home, all concrete driveways, walks, courtyards, patios leading to/around and other Board approved improvements located or attached (patio covers) thereon, in a good, clean, attractive, safe and sanitary condition and in full compliance with all applicable governmental laws, rules and regulations and the provisions of this Declaration and the rules and regulations of The Association.

6.2 **Vehicles. i.e., private cars, All Terrain Vehicles, trailers, pickups, boats.**

6.2.1 **Parking-Owners.** Each Owner has at least a single car garage and a two car driveway for a total of three personal parking spaces.

6.2.2 **Storage.** No Owner shall store or allow any occupant or tenant to store any trailers, boats, motor homes, recreational vehicles of any type, trucks over two tons on any lot, driveway, or street (except those used by Declarant).

- 6.2.3 **Maintenance/Inoperable** No Owner may keep any disabled or inoperable motor vehicle on the Property (including the streets) for more than forty-eight (48) hours unless they are completely within an enclosed garage. No owner shall work on, repair, in any manner any vehicle and/or equipment in any driveway and/or street. Violations shall subject such vehicles to public impound, at the expense and risk of the Owner.
- 6.3 **Common Drives**. Common drives, walks (if any) and paths (if any) shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express written consent of the Board.
- 6.4 **Residential Use**. All lots and improvements located thereon shall be used, improved and devoted exclusively to residential use. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot other than single-family dwellings for single-family occupancy (no more than on family to resident in any one TownHome). No Building shall exceed two stories.
- 6.4.1 **Outside Storage**. No Owner shall store **anything** on/in porch, patio and courtyard areas other than items used to relax and enjoy such areas, i.e., chairs, tables, BBQs. Such items shall be removed during off-season.
- 6.5 **Nuisances**. No Nuisance and/or noise shall be permitted to exist or operate upon any Lot or improvement thereon so as to be detrimental in any manner to any other Lot or Property in the vicinity thereof or to its occupants.
- 6.6 **Restriction on Further Subdivision**. No Lot or portion of a Lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located; provided, the foregoing shall not prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments. Lots may be joined and joined Lots may subsequently be subdivided only into the Lots originally joined.
- 6.7 **Garbage and Trash Removal**. No lot shall be used as a dumping ground for rubbish, trash or garbage. Garbage and trash containers shall be stored accordingly. No containers shall be stored on/in courtyards, patios, driveways, or walkways for any length of time. No incinerators shall be allowed on any of the Lots.
- 6.8 **Pets**. No animal, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that cats, dogs, birds or other household pets may be kept if they are not kept, bred or maintained for any commercial purpose; and that such pets shall be kept in the home only. All pets must be attended and on leash outside of residence and any animal waste on any lots, common area and sidewalks, walks, or paths will be picked up upon defecation. Any violation of such TownHome owner shall be fined \$25 upon each occurrence. No fences, kennels, carriers of any sort, shall be erected for pets outside of

home including porches, patio and courtyard areas. Animals shall not be allowed to roam loose.

6.9 **Signs.** No signs shall be displayed to the public view, inclusive of for rent. One sign of not more than four (4) square feet advertising the property for sale is permitted.

6.10 **Renting and Leasing.**

6.10.1 **Restrictions.** With respect to the leasing, renting, or creation of any kind of tenancy of a Lot and improvements thereon by its Owners, such Owner shall be prohibited from leasing or renting less than the entire Lot or improvements thereon for a term of less than six (6) months and all leasing or rental agreements shall be in writing and be subject to the Declaration, Articles and Bylaws (with a default of the tenant in comply with the Declaration, Articles and Bylaws constituting a default under the lease or rental agreement) with the exception of lender in possession of a Lot and improvements thereon following a default in a first mortgage, a foreclosure proceeding or any deed of trust sale or other arrangement in lieu of a foreclosure.

6.10.2 If a TownHome is rented by its Owner, the owner shall pay directly to The Association all dues when due. Payment will not be accepted through renter.

6.10.3 An Owner may not rent or lease a TownHome in any manner whatsoever without the prior written notification to the Board of Directors.

6.11 **Zoning Regulations** Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Properties subject to this Declaration shall be observed. In the event of any conflict between any provision of such governmental regulations and restrictions of this Declaration, the more restrictive provisions shall apply.

6.12 **Business Use.** No business of any kind shall be conducted on any Lot with the exception of (a) the business of Declarant in developing and selling TownHome on the Lots, and (b) home occupations approved by the Board of Directors, which shall not create excess traffic, parking problems, noise or otherwise violate this Declaration. The Lot Owners shall comply with all of the requirements of the appropriate local government. No business materials, supplies or equipment shall be stored on any Lot within the view of another Lot, except for items relating to an improvement which is under construction in conformance with this Declaration.

6.13 **Temporary Residence.** No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

- 6.14 **Antenna, Satellite Dish.** No antenna, satellite dish larger than 18 inches in diameter, or height or similar equipment shall be affixed to any front exterior wall, roof, or otherwise placed on any Lot. Approval of the Board or ACC must be obtained prior to any affixing.
- 6.15 **Building Setback Requirements.** All buildings and other Lot improvements shall comply with all applicable government requirements, including without limitation minimum setback requirements (per City of Richland approval).
- 6.16 **Oil and Mining Operations.** No oil drilling, oil development operations, or refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- 6.17 **Sewage Disposal.** No permanent private water well or septic tank system shall be permitted on any Lot.
- 6.18 **Lot Size.** No residential structure shall be erected or placed on any Lot which has a lot area of less than that required by the government entity having appropriate jurisdiction over the Property.
- 6.19 **Completion of Improvements.** Any improvements constructed on any Lot in the Property shall be completed as to external appearance, including finish painting, within 30 days from the commencement of construction except in the case of weather conditions in which case a longer period may be permitted (excluding TownHome original construction).
- 6.20 **Mail Boxes.** Each of the mailboxes shall be jointly owned and maintained by the Lot Owners with mailboxes located therein. All of the Owners who share a mailbox structure shall pay an equal portion of the cost of maintaining their mailbox structure in good condition.
- 6.21 **Unsightly Conditions.** No unsightly conditions shall be permitted to exist on any Lot. Unsightly conditions shall include, without limitation, laundry hanging or exposed in view for drying, litter, trash, junk or other debris, inappropriate, broken or damaged furniture or plants, un-decorative gear, equipment, bicycles, cans, bottles, ladders, trash barrels, or other such items. Nothing, no awnings, air conditioning units, or other projections shall be placed on the exterior walls of any Housing Unit unless prior written approval shall have been obtained from the ACC.
- 6.22 **Landscaping in Right-of-Way.** Per common area.

- 6.23 **Sidewalks.** It shall be the responsibility of each lot owner to maintain the sidewalk in front of their lot in a safe condition.
- 6.24 **Common.** Walls, roofs, exterior walls, soffits, facia and trim (excluding windows, garage doors, doors, sliders, jams and sashes).
- 6.24.1 **General Rules of Law to Apply.** Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a common wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto. This article shall also apply to roofs commonly shared.
- 6.24.2 **Sharing of Repair and Maintenance** The cost of reasonable repair maintenance of commons walls, exterior walls, roofs, soffits, facia, and trim (excluding windows, garage doors, doors, sliders, jams and sashes) and roof shall be shared by the Owners of affected adjoining units.
- 6.24.3 **Destruction by Fire or Other Casualty.** If a common roof or wall is destroyed or damaged by fire or other casualty, an Owner who has used the wall or roof may be liable to restore it per this Declaration.
- 6.24.4 **Right to Contribute Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- 6.24.5 **Arbitration.** In the event of any dispute arising from a common wall or roof, of any other disputes under the provisions of this Article, each party shall choose an arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be binding upon the owners.
- 6.25 **Exterior Building Maintenance.** Each Lot Owner shall be obligated to provide exterior maintenance on that portion of his own Lot not maintained by The Association, including the Unit, at his own expense. To this end, the Architectural Control Committee shall have the right to determine when such exterior maintenance is required in order to maintain the well-kept, neat appearance of all Lots. Such determinations shall include, but not be limited to:
- (1) Dwelling in need of repair, such as replacement of broken windows and doors.