

Martin Sheeran  
4802 S. Jean St.  
Kennewick, WA. 99337



ADVANCED CONSERVATIO COV

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Benton County

**COVENANTS  
AND RESTRICTIONS  
FOR  
QUILLAN COURT SUBDIVISION  
SHORT PLAT NO. 2460**

*THIS DECLARATION* is made on the date hereinafter set forth by the undersigned owner of the real property to be known as Quillan Court Subdivision legally described as lots 1 through 9, Short Plat 2460, records of Benton County, Washington.

**WITNESSETH:**

*WHEREAS*, by this instrument, the undersigned intends to set forth certain protective covenants, easements, conditions, and restrictions, binding upon ownership at Quillan Court Subdivision.

*NOW, THEREFORE*, the undersigned hereby declares that all lots in Quillan Court Subdivision shall be held, sold, conveyed and developed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing the value and attractiveness of said subdivision. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**Definitions**

**Section 1.1 Association.** The term "Association" shall mean Quillan Court Homeowners' Association.

**Section 1.2 Owner.** The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.3 Developer.** The term "Developer" shall mean and refer to Martin J. Sheeran.

## ARTICLE II

### Property Affected by These Covenants

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to these covenants is located in the City of Kennewick, County of Benton, State of Washington, and legally described as:

Lots 1 through 9, Short Plat No. 2460, Records of Benton County, Washington.

## ARTICLE III

### Formation of Homeowners' Association

**Section 3.1 Membership.** All persons owning or acquiring a residential lot in Quillan Court Subdivision shall automatically become members in Quillan Court Homeowners' Association. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a lot within Quillan Court Subdivision. Upon the transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any lot, all such persons shall be members.



**Section 3.2 Voting.** Each lot shall be entitled to one vote. The vote for any lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any lot.

**Section 3.3 Management.** The Association formed by these covenants shall be managed by a Board of Directors composed of three (3) members of the Association. The Association shall conduct its business in accordance with the Bylaws attached hereto as Exhibit "A". Martin J. Sheeran, Karen R. Sheeran, and Scott Kiehn shall constitute the initial Board of Directors.

**Section 3.4 Incorporation.** The Association may be incorporated upon a majority vote of lot owners.

**Section 3.5 Liability.** Neither the Association nor any member thereof shall be liable to any owner, occupant, builder or other party for any damage, loss or prejudice suffered or claim on account of any action or failure to act of the Association or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. The Association shall obtain liability insurance coverage appropriate to the function set forth herein.

## **ARTICLE IV**

### **Purpose of Homeowners' Association**

The Quillan Court Homeowners' Association is created for the purpose of fixing and collecting assessments as hereafter established, administering matters related to architectural control, coordinating improvements and maintenance necessary to maintain a uniform exterior appearance, and to otherwise administer and enforce these covenants for the benefit of the membership as a whole.

## ARTICLE V

### Assessments

Section 5.1 Creation of Lien and Personal Obligation for Assessments. Each owner or contract purchaser of any lot or lots within said Quillan Court Subdivision, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association monthly assessments and special assessments for the purposes hereafter set forth.

All assessments, together with interest and collection costs (including reasonable attorney fees) shall be a continuing lien upon the property against which such assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to a successor in title unless expressly assumed by them; provided, however, that in the case of a sale or a contract for the sale of any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner or contract purchaser immediately prior to the date of any such sale, contract or assignment of contract, shall be personally liable only for the amount of the installments 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 5.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for improvements and maintenance necessary to maintain that portion of the pressurized sewer service line serving the owners' property and the common pressure sewer main, which sewer lines are located under the street known as Quillan Court, and for other purposes including architectural control and enforcement of these covenants, and other purposes appropriate to the health, safety, welfare and interest of the Association's membership or their properties. Assessments are also intended to include a reserve fund for deferred maintenance and emergencies.

**Section 5.3 Amount of Monthly Assessments.** At the time of the initial sale of each lot the purchaser shall pay a \$100.00 assessment to be deposited in an account for the Quillan Court Homeowners' Association. There shall be no assessments until the developers have sold at least six of the lots. Thereafter, the amount of monthly assessments shall be determined at a special meeting of the owners called for this purpose. After the amount of the initial monthly assessment has been so set, the Board of Directors may increase the monthly assessment as necessary to meet the reasonable expenses of the Association, provided, the monthly assessment may not be increased by more than twenty percent (20%) without an affirmative vote of at least two-thirds (2/3) of the lot owners.

**Section 5.4 Effect of Non-Payment of Assessment - Remedies.** If any assessment is not paid within thirty (30) days after it becomes due and payable, the assessment shall bear interest from the date on which it is due at the rate of twelve percent (12%) per annum and the Association may bring an action at law against the person personally obligated to pay the same and/or foreclose or lien against the property, and interest, costs and reasonable attorney's fees of such action shall be added to the amount of the assessment and all sums shall be included in any judgment or decree entered in such suit: No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use or abandonment of the property.

**Section 5.5 Rate of Assessment.** Assessments must be fixed at a uniform rate for all lots.

**Section 5.6 Subordination.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust issued by an institutional lender. The sale or transfer of any lot pursuant to foreclosure proceedings, either judicial or nonjudicial, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due.

**Section 5.7 Owner's Responsibility.** Each owner is solely responsible for the maintenance, repair, and upkeep of the pressurized sewer system located under the owner's property. In the event of any problems occurring within the pressurized sewer



system located under any lot, the owner shall correct the problem within 72 hours of discovery of the problem. In the event the owner is unable or unwilling to correct such problem, within 72 hours, the Quillan Court Homeowners' Association through its Board of Directors is authorized to hire someone to correct the problem and assess the cost of such correction against the owner of the lot. Each owner irrevocably grants to the Board of Directors and any persons involved in assessing or correcting a sewer problem on the owner's lot the right to enter on the owner's property and take whatever action is necessary to assess or correct a sewer related problem on the owner's property.

Any expenses incurred by the Homeowners' Association in dealing with a problem involving the sewer system on an owner's lot shall be paid by the owner of that lot to the Association within 30 days after the owner is billed for such expenses.

The owners collectively and through them the Association are responsible for the maintenance, repair, replacement and upkeep of the pressurized sewer system and main line located under Quillan Court, Kennewick, Washington.

The City of Kennewick shall not be responsible for maintenance, repair, replacement or upkeep of the individual pressure sewer systems to be installed by each lot owner, nor shall the City of Kennewick be responsible for the maintenance or repair of the sewer line located under Quillan Court.

**Section 5.8 Extra Pump.** The Homeowners' Association shall use the first assessment funds to purchase an extra sewer pump which shall be held by one of the Board of Directors. Should a sewer pump fail on any lot, the owner of the lot shall be allowed to purchase the extra pump held by the Homeowners' Association at the price paid by the Association, including the cost of freight and handling. The Homeowners' Association shall always maintain an extra sewer pump on hand to be purchased by an owner should his/her pump fail.

**ARTICLE VI**

**Use Restrictions**

**Section 6.1 Enjoyment of Property.** The owners shall use their

respective properties for their enjoyment in such manner as not to offend or detract from the other owners' enjoyment of their own respective properties.

**Section 6.2 In Derogation of Law.** No owner shall carry on any activity on his or her property that is in violation of the laws and statutes of the State of Washington.

**Section 6.3 Pets.** Owners shall observe and obey the laws applicable to the resident of the City of Kennewick pertaining to the care and control of pets. Only house pets are permitted. The pet shall not be permitted to roam outside the owner's lot.

**Section 6.4 Temporary Structures.** No structure of a temporary character, such as a trailer, motor home, camper, tent or shack or other outbuilding shall be used on any lot at any time as a residence.

**Section 6.5 Nuisances.** No noxious or offensive activity shall be carried on upon any properties hereinabove described, nor shall anything be done which shall become a nuisance as such is defined by the laws of the State of Washington or the ordinances of the City of Kennewick, Washington.

**Section 6.6 Animals, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as set forth above.

**Section 6.7 Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or trash, and all trash, garbage or waste shall be kept only in sanitary containers.

**Section 6.8 Storage or Accumulation of Certain Materials Prohibited.** No machinery or scrap equipment, implements, scrap automobiles or conspicuous parts of such equipment may be stored or accumulated on the property.

**Section 6.9 Residential use Restriction.** The owners shall use their respective properties for residential uses only. Day care and similar in home business activities are specifically prohibited.

**Section 6.10 Sewer and Water System Maintenance.** Maintenance of



the sanitary pressurized sewer system and associated piping from the residential structure to main sewer line located under Quillan Court and associated piping from the residential structure to the water meter, shall be the responsibility of the individual owner.

**Section 6.11 Previously Erected Structures.** No structure erected elsewhere may be mowed intact and placed upon any lots in this entire plat, unless approved by a two-thirds majority of then property owners.

**Section 6.12 Allowed Structures.** No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed twenty-five (25) feet in height, and a private garage for not more than three (3) cars but not less than a two car garage.

**Section 6.13 Sewer System.** When any building improvements are erected on any lot in this addition the owner shall cause to be installed a pressure sewer system of appropriate size and design to meet home demand and to be approved by the Homeowners' Association. In the event a major sewer repair is needed or at such time that the majority of the owners so desire, they may petition the Kennewick Irrigation District to form a Sewer Local Improvement District for maintenance and operation of the Pressure Sewer System.

**Section 6.14 Construction.** No single family dwelling unit shall be constructed except according to the following specifications, which are exclusive of any garage or non-attached structure:

- a) There shall be no mid-entry split-level homes constructed.
- b) Single level homes shall have a minimum of 1575 square feet excluding garage area.
- c) Single level homes containing additional square footage such as a loft area must have at least 1800 square feet, excluding garage area.
- d) Single level homes with a full basement shall have a minimum of 1400 square feet for each the ground floor and for the basement area excluding the garage area.
- e) All other multi-level homes shall have a minimum of 1900 total square feet excluding garage areas.

**Section 6.15 Fences.** No fence shall exceed a height of four (4)



feet from the street to the building setback line, and shall not exceed a height of six (6) feet from that point to rear of lot.

**Section 6.16 Buildings.** All building setback lines shall meet city codes and all dwellings shall be completed within nine (9) months from the date of commencement of construction. However, such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruption beyond the control of the owner. Construction of each dwelling shall be commenced within six (6) months of the purchase of said lot.

**Section 6.17 Roofing and Siding.** All roofing materials and siding materials shall be approved by the Homeowners' Association Board of Directors.

## ARTICLE VII

### Easements

**Section 7.1 Utilities.** All property, both private and the common areas, shall be subject to easement for public utilities of all types.

**Section 7.2 Association Easement for Maintenance.** In the event the owner of any lot shall fail to maintain the premises, pressurized sewer system, and 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 lot and repair, maintain and restore the lot and the exterior of the buildings and other improvements thereon. The cost of said exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

**Section 7.3 Individual Easements for Maintenance.** The right of any owner to an easement over another owner's property for the purposes of maintenance of one's own property shall be appurtenant to the land and shall pass to such holder's successors in title.

## ARTICLE VIII

### Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Board of Directors. The Board of Directors' decision will be based upon the harmony of external design and location in relation to surrounding structures and topography. In the event the board fails to approve or disapprove a proposed alteration or improvement within thirty (30) days after said plans and specifications have been submitted to it, approval will no longer be required, and this Article will be deemed to have been fully complied with.

## ARTICLE IX

### General Provisions

**Section 9.1 Enforcement.** The Association, Developer, or any owner, shall have the right to enforce by proceedings at law or equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by these covenants. In such action the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**Section 9.2 Severability.** Invalidation of any one of these conditions or restrictions by judgment or court order shall in no wise affect any other provision. All other provisions shall remain in full force and effect.

**Section 9.3 Amendments.** 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 Association or the owners of any lot subject to this declaration, their legal representatives, heirs, successors and assigns. The conditions, covenants and restriction of this declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the lot owners therein.

All amendments shall be binding upon recording with the Benton County Auditor.

DATED this 13<sup>th</sup> day of December, 1999.

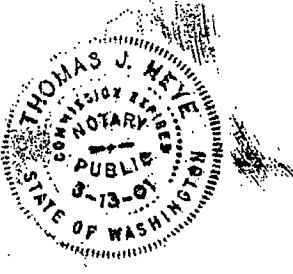
OWNER/DEVELOPER

*Martin J. Sheeran*  
\_\_\_\_\_  
Martin J. Sheeran

STATE OF WASHINGTON )  
                                  )ss.  
COUNTY OF BENTON )

On this 13<sup>th</sup> day of December, 1999, personally appeared before me Martin J. Sheeran, to me known to be the owner of Quillan Court Subdivision, the individual that executed the within and foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



*Thomas J. Heys*  
\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Richland.  
My Commission Expires: 3/13/01.



**BYLAWS  
FOR  
QUILLAN COURT SUBDIVISION**

**ARTICLE I**

**Board of Directors/Officers**

*Section 1.1 Administration of the Association shall be by a Board of three (3) directors elected from among Quillan Court Subdivision lot owners. This Board shall elect a president, vice-president, and secretary/treasurer from among its members.*

*Section 1.2 Special meetings of the Board of Directors may be called by any director on three days notice to each director, and personal attendance of any director shall constitute waiver of notice by such director. The annual meeting of the directors shall be held in conjunction with the annual meeting of the owners. Other meetings of directors may be called and held at any time and place.*

*Section 1.3 A majority of the qualified directors shall constitute a quorum for the convening of a meeting and conduct of business of the directors.*

*Section 1.4 Directors are elected annually at the Owners Meeting described at Bylaws Article II.*

*Section 1.5 No director/officer shall receive compensation for serving as a director/officer.*

*Section 1.6 The president shall preside at all meetings of the Association and of the Board of Directors and may exercise the powers ordinarily allocable to the presiding officer of an Association, including the appointment of committees. In the absence or inability of the president, the vice-president shall perform the functions of the president. The secretary shall keep minutes of the Association and keep such books and records as may be necessary and appropriate for the records of the Association and its Board. All correspondence pertaining to the Association shall*

EXHIBIT "A"

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be signed by the president.

**Section 1.7** The treasurer shall maintain a bank account for the funds of the Association and deposit therein all assessments and other funds of the owners' Association, keeping accurate records thereof and disbursing the same only for purposes of the Association and as approved by the Board of Directors.

**Section 1.8** Directors may be removed or replaced at any time by a majority vote of the members.

## **ARTICLE II**

### **Owners' Meetings**

**Section 2.1** There shall be an annual meeting of the owners in the first quarter of each year beginning in 2001 at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting.

**Section 2.2** At such annual meeting the Directors shall submit to the membership its budget for the coming year.

**Section 2.3** All members may vote in person or by written proxy.

**Section 2.4** A special meeting of the owners shall be called by the President of the Association upon direction of the Board or by petition signed by no less than ten percent (10%) of the membership. Notice of special meetings shall be in writing and shall be mailed at least ten (10) days prior to any meeting.

**Section 2.5** Action taken by a majority of owners present in person or by proxy shall be binding where provided otherwise in these Bylaws or related covenants, reservations and restrictions.

EXHIBIT "A"

**ARTICLE III**

**Amendments**

These Bylaws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least two-thirds (2/3) of the lot owners.

DATED at Kennewick, Washington, this 13<sup>th</sup> day of December, 1999.

QUILLAN COURT SUBDIVISION

By: 

Martin J. Sheeran

EXHIBIT "A"

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