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MEADOW SPRINGS NO. III

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Developer hereby declares that all of the properties described below shall be held, sold, and conveyed subject to the following easements, restrictions, reservations, charges, liens, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, restrictions, reservations, charges, liens, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

CHECKED BY [Signature]
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ARTICLE I

DEFINITIONS

Section 1. "The Association" shall mean Meadow Springs Homeowners' Association, its successors and assigns.

Section 2. "Developer" shall mean Meadow Springs Development Corporation and any successors or assigns engaged in land development and/or wholesale land sale activities which are the same as, or similar to, those of Meadow Springs Development Corporation.

Section 3. "Trustee" shall mean the Seattle First National Bank, or any successor Trustee.

Section 4. "Properties" shall mean that certain real property hereinbefore described, and additions thereto as are subject to this declaration or any supplemental declaration.

Section 5. "Common Properties" shall mean all real property owned by the Trustee or the Association for the common use and enjoyment of the members of the Association and shall not include any streets or other areas dedicated to public use.

Section 6. "Lot" shall mean any plot of land shown upon

1

MAIL TO:
CRITCHLOW, WILLIAMS, RYALS & SCHUSTER
ATTORNEYS AT LAW
1177 JADWIN BUILDING
P. O. BOX 368
RICHLAND, WASHINGTON

1 any recorded subdivison map of the properties with the exception
2 of the common properties and properties to be used for shopping
3 center and professional office complex development and for
4 churches and church purposes.

5 Section 7. "Member" shall mean every person or entity who
6 holds membership in the Association as provided in Article IV
7 hereof.

8 Section 8. "Owner" shall mean the record owner, whether
9 one or more persons or entities and specifically including the
10 Developer, of a fee simple title to any lot or lots which are a
11 part of the properties, but shall not include a contract seller
12 or a mortgagee.

13 Section 9. The term "real estate contract" shall not
14 include an earnest money receipt and agreement and the terms
15 "contract seller" and "contract purchaser" shall not include the
16 parties to any such earnest money receipt and agreement.

17 Section 10. The term "the developmental period" shall mean
18 that period of time from the date of recording of this declara-
19 tion until the date on which seventy per cent (70%) of the prop-
20 erties now or hereafter platted on the property described in
21 Exhibit "A" attached hereto, have been sold by Developer, or
22 until such earlier date as may be agreed upon by the Federal
23 Housing Authority and Developer.

24 ARTICLE II

25 PROPERTY SUBJECT TO THIS DECLARATION

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

30 Lots 1 through 9, Block 1 and Lots 1 through 4,
31 Block 2, Meadow Springs No. III as recorded in
32 Volume ___ of plats, page ___, records of Benton
County, Washington.

1 ARTICLE III

2 ANNEXATION OF ADDITIONAL PROPERTIES

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

23 Section 2. If within fifteen years of the date of recording
24 of this declaration, Developer should develop additional lands
25 within the area described in Exhibit "A" attached hereto, such
26 additional lands may be annexed to the existing property without
27 the assent of the members of the Association: Provided, however,
28 that the development of additional lands described in this section
29 shall be in accordance with a general plan submitted to the Federal
30 Housing Administration with the processing papers for Meadow Springs
31 No. 1. And provided further that the Developer shall not be
32 entitled to any additional votes for the lots which it owns in the

1 annexed areas. Detailed plans for the development of additional
2 lands must be submitted to the Federal Housing Administration prior
3 to such development. If the Federal Housing Administration deter-
4 mines that such detailed plans are not in accordance with the
5 general plan on file with it and so advises the Association and
6 the Developer, the development of the additional lands must have
7 the assent of two-thirds (2/3) of the members of the Association
8 who are voting in person or by proxy at a meeting duly called for
9 this purpose, written notice of which shall be sent to all members
10 not less than thirty (30) days nor more than sixty (60) days in
11 advance of the meeting setting forth the purpose of the meeting.
12 At this meeting, the presence of members or of proxies entitled to
13 cast sixty per cent (60%) of the votes shall constitute a quorum.
14 If the required quorum is not forthcoming at any meeting, another
15 meeting may be called, subject to the notice requirement set forth
16 above, and the required quorum at any such subsequent meeting shall
17 be one-half (1/2) of the required quorum at the preceding meeting.
18 No such subsequent meeting shall be held more than sixty (60) days
19 following the preceding meeting.

20 ARTICLE IV

21 MEMBERSHIP IN THE ASSOCIATION

22 Every person or entity who is the contract purchaser or
23 record owner of a fee interest in any lot or lots which are
24 subject by covenants of record to assessment by the Developer or
25 the Association, shall be a member of the Association: Provided,
26 however, that if any lot is held jointly by two (2) or more
27 persons, the several owners of such interest shall designate one
28 of their number as the "member". The foregoing is not intended
29 to include persons or entities who hold an interest merely as
30 security for the performance of an obligation. No owner shall
31 have more than one membership. Membership shall be appurtenant
32 to and may not be separated from ownership of or a contract

1 purchaser's interest in any lot which is subject to assessment by
2 the Developer or the Association except that the incorporators
3 shall be eligible for membership without regard to ownership of
4 an interest in the properties. Incorporators who are not owners
5 or contract purchasers of any lot subject to assessment shall cease
6 to be members of the Association at the expiration of two (2) years
7 from the date of incorporation of the Association. Upon transfer
8 of the fee interest to, or upon the execution and delivery of a
9 real estate contract for the sale of (or of an assignment of a
10 contract purchaser's interest in) any Lot, the membership and
11 certificate of membership in the Association shall ipso facto be
12 deemed to be transferred to the grantee, contract purchaser or new
13 contract purchaser, as the case may be. Ownership of, or a contract
14 purchaser's interest in, any such lot or lots shall be the sole
15 qualification for membership.

16 ARTICLE V

17 VOTING RIGHTS IN THE ASSOCIATION

18 The Association shall have two classes of voting membership:
19 Class A. Class A members shall be all those Owners as de-
20 fined in Article I with the exception of the Developer. Class A
21 members shall be entitled to one vote for each Lot or Unit in
22 which they hold the interest required for membership by Article
23 IV. When more than one person hold such interest in any Lot or
24 Unit, all such persons shall be members. The vote for such Lot
25 shall be exercised as they among themselves determine, but in no
26 event shall more than one vote be cast with respect to any Lot or
27 Unit.

28 Class B. The Class B. member(s) shall be the Developer. The
29 Class B member(s) shall be entitled to three (3) votes for each
30 Lot in which it holds the interest required for membership by
31 Article IV, provided that the Class B. membership shall cease and
32 be converted to Class A membership on the happening of either of

1 the following events, whichever occurs earlier: (a) When the
2 total votes outstanding in the Class A membership equal the total
3 votes outstanding in the Class B membership, or (b) On September
4 1, 1974.

5 ARTICLE VI

6 PROPERTY RIGHTS IN THE COMMON PROPERTIES

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

12 (a) The right of the Association to limit the number of
13 guests of members;

14 (b) The right of the Association to charge reasonable ad-
15 mission and other fees for the use of any recreational facility
16 situated upon the common property;

17 (c) The right of the Association to take such steps as are
18 reasonably necessary to protect any such mortgaged property
19 against foreclosure, including, but not limited to, the right to
20 charge admission and other fees as a condition to continued enjoy-
21 ment by the members and, if necessary, to open the enjoyment of
22 such properties to the public; and
23

24 (d) The right of the Association to suspend the voting rights
25 and right to use of the recreational facilities by a member for
26 any period during which any assessment against his lot remains
27 unpaid and for a period not to exceed thirty (30) days for any
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1 infraction of the Association's published rules and regulations.
2 During the developmental period the Association shall be required
3 to exercise its right to suspend the voting rights of, and the
4 right to the use of the recreational facilities by, a member for
5 non-payment of an assessment, upon the request of the developer;

6 (e) The right of the Association, to dedicate or transfer
7 all or any part of the common properties to any governmental
8 unit or public agency or authority or public utility for such
9 purposes and subject to such conditions as may be agreed to by
10 the members. No such dedication or transfer shall be effective
11 unless an instrument signed by two-thirds (2/3) of the members
12 entitled to vote has been recorded, agreeing to such dedication
13 or transfer, and unless written notice of the proposed action is
14 sent to every member not less than thirty (30) days nor more than
15 sixty (60) days in advance; and

16 (f) During the developmental period, the exercise of all
17 of the rights and powers set forth in subparagraphs (b),
18 (c), and (e) shall require the prior approval of both the
19 Trustee and the Developer.

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

25 Section 3. The Trustee. The Trustee shall hold said
26 common properties in trust for the benefit and enjoyment of the
27 residents of the properties during the developmental period, at
28 which time the trust shall terminate, and the Trustee shall
29 thereupon convey the common properties to the Association subject
30 to the provisions of this declaration or any supplemental
31 declaration. During the term of said trust, the Trustee shall
32 have all of the rights and powers provided for in this

1 declaration. During the terms of said trust, the Developer shall
2 exercise control over the collections and disbursement of assess-
3 ments and over the development and maintenance of the common prop-
4 erties and related facilities: Provided, however, that in the
5 event the Trustee is notified by the Federal Housing Administra-
6 tion that it has received complaints against the Developer, which
7 in the nature and number are sufficient, in the opinion of the
8 Federal Housing Administration, to indicate that the Developer is
9 acting unreasonably in the exercise of its control over the
10 collection and disbursement of assessments and development and
11 maintenance of the common properties and related facilities, the
12 Trustee shall have the power to relieve the Developer of such
13 control and in such event the Trustee shall assume such control
14 itself, either directly or through the appointment of an agent or
15 agents.

16 Section 4. Common Properties Described. The common prop-
17 erties referred to herein are more particularly described as
18 follows: All located in Benton County, Washington:

19 Blocks 2 and 3, Green Brook Park, as recorded in Volume
20 8 of plats, page 133, records of Benton County, Washington.

21 That portion of Tract B, Meadow Springs No. 1, as recorded
22 in Volume 8 of plats, page 133, records of Benton County,
23 Washington, lying westerly of the easterly line of the
24 U.S.B.R. drainage right-of-way over and across said tract.

25 Tract A of Meadow Springs No. III, as recorded in Volume
26 ___ of plats, page ___ records of Benton County, Washington.

27 ARTICLE VII

28 COVENANT FOR MAINTENANCE ASSESSMENTS

29 Section 1. Creation of the Lien and Personal Obligation of
30 Assessments. Each owner or contract purchaser of any lot or lots
31 by acceptance of a deed or real estate contract therefor, whether
32 or not it shall be so expressed in any such deed or other convey-
ance is deemed to covenant and agree to pay to the Developer
during the developmental period, and thereafter to the Association
as hereinafter provided: (1) Monthly assessments or charges, and
(2) Special assessments for capital improvements, such assessments
to be fixed, established, and collected from time to time as here-
inafter provided. The monthly and special assessments, together

1 with such interest thereon and costs of collection thereof, as
2 hereinafter provided, shall be a charge on the land and shall be a
3 continuing lien upon the property against which each such assess-
4 ment is made. Each such assessment, together with such interest
5 and costs of collection thereof (including reasonable attorney's
6 fees) shall also be the personal obligation of the person who was
7 the owner or contract purchaser of such property at the time when
8 the assessment fell due. The personal obligation shall not pass to
9 his successors in title unless expressly assumed by them: Provided,
10 however, that in the case of a sale or a contract for the sale of
11 (or an assignment of a contract purchaser's interest in) any lot
12 which is charged with the payment of an assessment or assessments
13 payable in installments, the person or entity who is the owner or
14 contract purchaser immediately prior to the date of any such sale,
15 contract or assignment shall be personally liable only for the
16 amount of the installments due prior to said date. The new owner
17 or contract purchaser shall be personally liable for installments
18 which become due on or after said date.

19 Section 2. Purpose of Assessments. The assessments shall be
20 used exclusively for the purpose of promoting the recreation,
21 health, safety, and welfare of the residents of the properties,
22 including, without limitation, the construction, establishment,
23 improvement, repair and maintenance of the common properties and
24 services and facilities related to the use and enjoyment of the
25 common properties, the establishment and operation of the Meadow
26 Springs Patrol, a private patrol supplementing municipal fire and
27 police protection for residents of the properties, the payment of
28 taxes and insurance on the common properties, and the installation
29 and maintenance of the entry gate and gate house and the cul-de-sac
30 planters on streets located within the subdivision, and the pay-
31 ment of the Trustee's fees to the Trustee appointed hereunder.

32 Section 3. Amount of the Monthly Assessments. The amount of

1 the monthly assessments shall be as follows:

2 Each owner or contract purchaser shall pay the amount of
3 \$5.00 per month per lot and in addition in the case of multiple
4 family dwellings constructed on any such lot or lots \$1.00 per
5 month for each separate living unit within a multiple family
6 dwelling. During such time as title to the common properties is
7 held by the Trustee such sum shall be payable to the Developer.
8 Upon termination of the trust and conveyance of the common
9 properties to the Association the sum shall be payable to the
10 Association. Said monthly assessments may be increased by the
11 Association with the consent of two-thirds (2/3) of the members
12 voting in person or by proxy at a meeting duly called for such
13 purpose, written notice of which shall be sent to all members not
14 later than thirty (30) nor more than sixty (60) days in advance of
15 the meeting. After consideration of current maintenance costs and
16 future needs of the Association the Board of Trustees may fix the
17 monthly assessment at an amount not in excess of the maximum. The
18 monthly assessment may be increased by the Association without the
19 assent of two-thirds (2/3) of the members in an amount not in
20 excess of three (3) per cent per year.

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

31 Section 5. Date of Commencement of Monthly Assessments Due
32 Dates. As to each particular lot involved, the liability for

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

13
14 Section 6. Uniform Rate of Assessment. Both monthly and
15 special assessments shall be fixed at a uniform rate for all
16 lots, including lots upon which multiple family dwellings are
17 constructed, that portion of the assessment which is determined
18 on the basis of an additional amount per living unit shall always
19 be fixed at a uniform rate and shall never exceed one-seventh
20 (1/7) of the assessment amount per lot.

21
22 Section 7. Effect of Nonpayment of Assessments Remedies.
23
24 If any assessment is not paid within thirty (30) days after it
25 was first due and payable, the assessment shall bear interest
26 from the date on which it was due at the rate of
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28 (interest corresponding to the then current FHA interest rate
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1 then in effect at the time of delinquency) and the Developer or,
2 upon termination of the trust, the Association may bring an action
3 at law against the one personally obligated to pay the same and/
4 or foreclose the lien against the property, and interest, costs,
5 and reasonable attorney's fees of any such action shall be added
6 to the amount of such assessment and all such sums shall be
7 included in any judgment or decree entered in such suit. No
8 owner or contract purchaser shall be relieved of liability for
9 the assessments provided for herein by non-use of the common
10 properties or abandonment of his lot.

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

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

- 27 (a) All properties owned by Developer;
28 (b) All properties dedicated to and accepted by a local
29 public authority;
30 (c) All common properties; and
31 (d) All properties owned by a charitable or nonprofit
32 organization exempt from taxation by the laws of the State of

1 Washington.

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

4 ARTICLE VIII

5 EXTERIOR MAINTENANCE

6 The Developer during the developmental period, and there-
7 after the Association, shall maintain all common properties
8 unless any such areas shall have been deeded or dedicated to a
9 municipal corporation, which as a result of said deeding or
10 dedication has the obligation to maintain said properties. Each
11 individual owner or contract purchaser shall be obligated to pro-
12 vide exterior maintenance on his own lot. However, in the event
13 an owner or contract purchaser of any lot subject to assessment
14 shall fail to maintain the premises and the improvements
15 situated thereon in a manner satisfactory to the Architectural
16 Control Committee provided for in Article IX, Section 2, the
17 Developer or the Association, as the case may be, shall have the
18 right, through their agents or employees, to enter upon any said
19 premises and to repair, maintain and restore the lot and the
20 exterior of the buildings and any other improvements erected
21 thereon. The cost of such exterior maintenance shall be added
22 to and become part of the monthly assessment of the lot on which
23 that work was performed.

24 ARTICLE IX

25 GENERAL PROTECTIVE COVENANTS.

26 Section 1. Residential Character of Property. The term
27 "residential lots," as used herein, means all of the lots now or
28 hereafter platted on the existing property or the additions
29 thereto, with the exception of (1) the common properties, and
30 (2) all properties to be used for shopping center and professional
31 office complex development, for multiple family dwelling and for
32 churches and church purposes. No structures or buildings of any

1 kind shall be erected, altered, placed, or permitted to remain on
2 any residential lot other than one detached single-family dwelling
3 for single-family occupancy only, not to exceed two stories in
4 height with a private garage or carport for not more than three
5 standard size passenger automobiles.

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

10 Section 2. Architectural Control. No building shall be
11 erected, placed or altered on any lot (residential or non-
12 residential) on the property until the building, plans, specifica-
13 tions, plot plan, landscaping and fencing plan, showing the nature
14 kind, shape, height, materials, and location of such building have
15 been approved in writing as to conformity and harmony of external
16 design with existing structures in the subdivision, and as to
17 location of the building with respect to topography and finished
18 ground elevation, by a committee composed of Milo B. Bauder,
19 Dennis E. Davin, and R. S. Carrier, or by a representative desig-
20 nated by a majority of the members of said committee. In the event
21 said board or its designated committee fails to approve or dis-
22 approve such design and location within thirty (30) days after
23 said plans and specifications have been submitted to it approval
24 will not be required and this article will be deemed to have been
25 fully complied with. Neither the members of such committee, nor
26 its designated representatives shall be entitled to any compensa-
27 tion for services performed pursuant to the covenant. The powers
28 and duties of said committee members shall cease upon the termina-
29 tion of the developmental period, or upon the prior death of all
30 three of said members. Thereafter the committee approval described
31 in this covenant shall be obtained from the Architectural Committee
32 of the Association. The Architectural Committee shall be

1 composed of three or more representatives who shall be appointed
2 by the Board of Trustees of the Association.

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

6
7 Meadow Springs Architectural Control Committee
8 P. O. Box 785
9 Richland, Washington 99352

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

13
14 Section 3. Lot Size. No residential structure shall be
15 erected or placed on any residential lot which has a (lot) area
16 less than eight thousand (8,000) square feet or an average width
17 of ninety (90) feet.

18
19 Section 4. Business and Commercial Use of Property Pro-
20 hibited. No trade, craft, business, profession, commercial or
21 manufacturing enterprise or business or commercial activity of any
22 kind shall be conducted or carried on upon any residential lot,
23 or within any building located on a residential lot, nor shall
24 any goods, equipment, vehicles (including buses, trucks, and
25 trailers of any description) or materials or supplies used in
26 connection with any trade, service, or business, wherever the
27 same may be conducted, or any vehicles in excess of 6,000 pounds
28 gross weight (including buses, trucks and trailers of any
29 description) used for private purposes, be kept, parked, stored,
30 dismantled or repaired outside on any residential lot or on any
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17 JEWETT BUILDING
P. O. BOX 366
RICHMOND, WASHINGTON

1 street within the property nor shall anything be done on any
2 residential lot which may be or may become an annoyance or
3 nuisance to the neighborhood.

4 No lot or tract shall be used as a dump for trash or
5 rubbish of any kind. All garbage and other waste shall be kept
6 in appropriate sanitary containers for proper disposal. Yard
7 rakings, such as rocks, lawn and shrubbery clippings, and dirt
8 and other material resulting from landscaping work shall not be
9 dumped into public streets or ditches. The removal and disposal
10 of all such materials shall be the sole responsibility of the
11 individual lot owner. Should any individual lot owner or contract
12 purchaser fail to remove any such trash, rubbish, garbage, yard
13 rakings and other such materials from his property or the street
14 and ditches adjacent thereto, within ten (10) days following the
15 date on which notice is mailed to him by the Developers or the
16 Association informing him of such violation, then the Developer
17 or the Association may have said trash removed and charge the
18 expense of removal to said lot owner or purchaser. Any such
19 charge shall become a continuing lien on the property, which
20 shall bind the property in the hands of the then owner or con-
21 tract purchaser, and his successors in interest. Such charge
22 shall also be a personal obligation of the one who is the owner
23 or contract purchaser of the lot involved on the date of
24 removal.

25 No owner or contract purchaser of any residential lot shall
26 permit any vehicle owned by him or by any member of his family
27 or by any acquaintance, and which is in an extreme state of
28 disrepair, to be abandoned or to remain parked upon any street
29 within the existing property for a period in excess of forty-
30 eight (48) hours. Should any such owner or contract purchaser
31 fail to remove such vehicle within two (2) days following the
32 date on which notice is mailed to him by the Developer or the

1 Association informing him of a violation of this provision, the
2 Developer or the Association may have such vehicle removed and
3 charge the expense of removal to said owner or purchaser in
4 accordance with the provisions of the immediately preceding
5 paragraph. A vehicle shall be deemed to be in an extreme state
6 of disrepair when in the opinion of the Architectural Control
7 Committee its presence offends the reasonable sensibilities of
8 the occupants of the neighborhood.

9 Section 5. Residential Use of Temporary Structures Prohibited.

10 No trailer, basement, tent, shack, garage, barn or other outbuild-
11 ings or any structure of a temporary character erected or placed
12 on the property shall at any time be used as a residence
13 temporarily or permanently.

14 Section 6. Minimum Dwelling Cost. No single family dwell-

15 ing shall be permitted on any lot at a cost less than \$20,000.00
16 exclusive of land, based upon cost levels prevailing on the date
17 these covenants are recorded, it being the intent and purpose of
18 the covenant to assure that all dwellings shall be of quality and
19 workmanship and materials substantially the same or better than
20 that which can be produced on the date these covenants are recorded
21 at the minimum cost stated herein for the minimum permitted
22 dwelling size. The ground floor area of the main structure,
23 exclusive of open porches, and garages, shall not be less than
24 one thousand two hundred (1,200) square feet for a one-story
25 dwelling, nor less than one thousand (1,000) square feet for the
26 ground floor area of a dwelling of more than one story. (For the
27 purpose of this provision, a home with a day-light basement shall
28 be considered a dwelling of more than one story.)

29 Section 7. Utility Easements. The grantors for themselves,

30 their successors and assigns, dedicate easements for public
31 utility purposes over the public utility easement strips as
32 shown in the recorded plats, Said easements are hereby granted

1 to maintain, construct and reconstruct and repair sewer lines,
2 domestic water lines, telephone lines and liens for the delivery
3 of electric energy as the same are constructed and installed at
4 the time of the conveyance of each of the lots in said plat; and
5 whenever the use of said easement shall cease, the same shall re-
6 vert to the owner of the land affected by said easement.

7 Section 8. Date for Completion of Construction. Any
8 dwelling or structure erected or placed on any residential lot
9 shall be completed as to external appearance, including finished
10 painting, within nine (9) months from date of commencement of
11 construction and shall be connected to the public sewer system.
12 Landscaping shall be completed within six (6) months after
13 completion of dwelling unit.

14 Section 9. Animals. No animal, livestock, or poultry of
15 any kind shall be raised, bred, or kept on any lot, except that
16 dogs, cats, birds or other household pets may be kept if they
17 are not kept, bred, or maintained for any commercial purpose, and
18 that they shall not be kept in numbers or under conditions reason-
19 ably objectionable in a closely built up residential community.

20 Section 10. Signs. No signs shall be erected or maintained
21 on any residential lot in the tract, except that not more than one
22 approved FOR SALE or FOR RENT sign placed by the owner or builder
23 or by a licensed real estate broker, not exceeding eighteen (18)
24 inches high and twenty-four (24) inches long, may be displayed
25 on any lot.

26 Section 11. Ingress and Egress Prohibited. The dwellings
27 constructed on Lots 1 through 4, Block 2, Meadow Springs No. III
28 shall front only on Sheridan Place and direct ingress and egress
29 from said lots to Keene Road is prohibited.

30 Section 12. Use Restrictions Applicable to Lakes. Bulk-
31 heads may be erected and maintained on lots fronting on any lake,
32 but no boathouses, docks or piers shall be erected or maintained

1 on any such lots, nor shall any structures whatsoever, including
2 but not limited to, fences, docks, piers or railroad tracks for
3 boat launching, be permitted to extend from any lake front prop-
4 erty out into such lake.

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

8 Section 13. Mortgages Protected. Nothing herein contained
9 shall impair or defeat the lien or any mortgage or deed of trust
10 now or hereafter recorded covering any lot or lots, but title to
11 any property obtained as a result of foreclosure shall thereafter
12 be held subject to all of the provisions herein.

13 Section 14. Building Setback and Fence Requirements. No
14 building or structure shall be located nearer to the front line
15 of the lot or nearer to the side street line than the building
16 setback lines shown on the recorded plat. In any event, no
17 building shall be located on any residential lot nearer than
18 twenty-five (25) feet to the front lot line, nor nearer than
19 twenty-five (25) feet to any side street line, except a detached
20 garage. No building shall be located nearer than ten (10) feet
21 to any (non-street) side lot line (chimney, porches and decks
22 excepted). No fence, wall, hedge, or mass planting other than
23 foundation planting shall be permitted to extend nearer to any
24 street than the minimum setback line of the residence, except
25 that nothing shall prevent the erection of a necessary retaining
26 wall, the top of which does not extend more than two feet above
27 the finished grade at the back of said retaining wall; provided,
28 however, that no fence, wall, hedge or mass planting shall at any
29 time, where permitted, extend higher than six (6) feet above
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1
2 ground. Fences shall be well constructed of suitable fencing
3 materials and shall be artistic in design and shall not detract
4 from the appearance of the dwelling house located upon the adja-
5 cant lots or building sites or be offensive to the owners or
6 occupants thereof. No radio or television antennas shall be per-
7 mitted to extend more than ten (10) feet above the roof line of
8 any residence without the written approval of the said committee.

9 The Architectural Control Committee shall have the authority
10 in any individual case to make such exceptions to the building
11 setback and fence location requirements set forth herein as said
12 committee shall in its uncontrolled discretion deem necessary or
13 advisable.
14

15 ARTICLE X

16 SPECIAL COVENANTS

17 Section 1. Underground Utilities and All Electric Rate.

18 (a) Any electric service cable running from any residence
19 on any lot to the nearest junction box or secondary pedestal
20 shall be installed underground.
21

22 Section 2. Setback and Fence Requirements for Fairway Lots.

23 No structures shall be constructed or maintained closer than
24 twenty (20) feet to the rear property line. In addition, no part
25 of any structure or structures (other than a garage or carport of
26 a size sufficient to accommodate no more than three (3) standard
27 size passenger automobiles, or a fence meeting the requirements
28 set forth below) on the lot shall be situated less than five (5)
29 feet from any side property line.
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1 No fence shall be constructed or maintained on any fairway
2 lot in the property, except as follows:

3 (a) A patio constructed immediately adjacent to the house
4 on any lot may be enclosed by a fence. Also a fence may be
5 constructed and maintained to enclose any swimming pool. However,
6 no part of any such fence enclosing a patio or a swimming pool
7 may be closer than fifteen (15) feet to the rear property line
8 without the prior written approval of the Architectural Control
9 Committee provided for in Article IX, Section 2, hereof.

10 (b) A fence may be constructed and maintained by an owner
11 on either or both side lines of his lot, but no such fence shall
12 be closer than the front setback line nor closer than fifteen (15)
13 feet to the back property line. (Thus, for example, on a lot
14 having a depth of one hundred (100) feet, such a fence may have a
15 maximum length of sixty-five (65) feet, with the ends of the
16 fence being a minimum of twenty (20) feet from the front property
17 line and fifteen (15) feet from the back property line,
18 respectively.)

19 (c) Any fence may be constructed and maintained which is
20 required at the time as a matter of law. Upon the termination of
21 any such legal requirement, any such fence shall promptly be re-
22 moved, unless it meets with the requirements of the preceding sub-
23 paragraphs (a) or (b). Except as otherwise required by law, no
24 fence permitted by these special restrictive covenants shall be
25 more than six (6) feet high. Fences shall be well constructed of
26 suitable fencing materials and shall be artistic in design and
27 shall not detract from the appearance of the dwelling house lo-
28 cated upon the lot or building site or be offensive to the owners
29 or occupants thereof, or detract from the appearance of the dwell-
30 ing houses located on the adjacent lots or building sites. No
31 fencing materials shall be used without prior approval of the
32 Architectural Control Committee. No radio or television antennas
shall be permitted to extend more than 10 feet above the roof line

1 any residence without the written approval of the Architectural
2 Control Committee.

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

7 (d) Persons lawfully using the Meadow Springs Golf Course
8 shall have an easement to come upon fairway lots solely for the
9 purpose of retrieving golf balls shot upon any such fairway lot.

10 Section 3. Entranceway Screening Easement. An easement is
11 reserved over, under and upon the following described property in
12 Meadow Springs No. 1 for the purpose of installation and mainten-
13 ance of fences, piers, plantings and other facilities and equip-
14 ment necessary for protective screening purposes, together with
15 the right to enter upon said property at all times for the pur-
16 poses stated:

17 Lot 1, Block 1, and Lot 1, Block 3, the Plat of
18 Meadow Springs No. 1 as recorded in the records
19 of Benton County, Washington.

20 ARTICLE XI

21 MEMBERSHIP IN MEADOW SPRINGS GOLF AND COUNTRY CLUB

22 Each lot owner or contract purchaser shall, upon making
23 application therefor, be entitled to either a social membership
24 or, if there are playing memberships then available, a playing
25 membership in Meadow Springs Golf and Country Club, subject to
26 the Articles of Incorporation and the By-Laws of the Golf Club
27 and to the continued payment of the dues and fees as fixed for
28 social and playing members respectively by the Board of Directors
29 of the Golf Club. Social members shall be entitled to the use
30 of any clubhouse, swimming pool, tennis court or other recrea-
31 tional facility located on the Golf Club grounds, with the excep-
32 tion of the golf course itself. Playing members shall be entitled
to all of the privileges of social membership and in addition
shall be entitled to the use of the golf course. The number of
social memberships shall not be limited but the number of playing
memberships shall be subject to limitation by Board of Directors
of the Golf Club. It is understood that both social and playing

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1 memberships may, in the discretion of the Board of Directors of
2 the Golf Club be open to persons other than the owners or con-
3 tract purchasers of lots in the Meadow Springs development.
4

5 ARTICLE XII

6 GENERAL PROVISIONS

7
8 Section 1. Enforcement. The Trustee, the Association, the
9 Developer and each owner or contract purchaser of a lot or lots
10 subject to this declaration, shall have the right to enforce, by
11 any proceeding at law or in equity, all restrictions, conditions,
12 covenants, reservations, liens and charges now or hereafter im-
13 posed by the provisions of this declaration: Provided, however,
14 that the Developer's right to enforce the provisions of this
15 declaration shall terminate at such time as the Developer shall
16 cease to be the owner of a lot or lots subject to this declara-
17 tion. Failure of the Trustee, the Association, the Developer, or
18 any such owner or contract purchaser to enforce any covenant or
19 restriction herein contained shall in no event be deemed a
20 waiver of the right to do so thereafter.

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

25 Section 3. Amendment. The covenants and restrictions of
26 this declaration shall run with and bind the land, and shall in-
27 ure to the benefit of and be enforceable by the Trustee, the
28 Association, and the owner or contract purchaser of any lot sub-
29 ject to this declaration, including the Developer, their res-
30 pective legal representatives, heirs, successors, and assigns.
31

1 for a term of twenty (20) years from the date this declaration
2 is recorded, after which time said covenants shall be auto-
3 matically extended for successive periods of ten (10) years.
4 unless an instrument terminating these covenants which is signed
5 by not less than the owners or contract purchasers then owning
6 seventy-five (75) per cent of the property described in Exhibit
7 "A" shall have been filed with the Benton County Auditor. The
8 covenants and restrictions of this declaration may be amended
9 during the first twenty (20) year period by an instrument signed
10 by not less than the owners or contract purchasers then owning
11 ninety (90) per cent of the property described in Exhibit "A"
12 and thereafter, by an instrument signed by not less than the
13 owners or contract purchasers then owning seventy-five (75) per
14 cent of the property described in Exhibit "A". Amendments shall
15 take effect when they have been recorded with the Auditor of
16 Benton County.

23 Section 4. FHA Approval. As long as title to the common
24 properties is held by the Trustee, as herein provided, the
25 following actions will require the prior approval of the
26 Federal Housing Administration: Annexation of additional
27 properties, dedication of common properties, and amendments of
28 this Declaration of Covenants, Conditions and Restrictions.
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