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BENTON COUNTY, AUDITOR

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OFFICIAL RECORDS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**THE RIDGE**

After Recording Return To:

Robert Young & Associates  
2200 N. Rhode Island Ct.  
Kennewick, WA 99336

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE RIDGE**

THIS DECLARATION is made on this 30<sup>th</sup> day of June, 1995  
by **TAPTEAL PROPERTIES LIMITED PARTNERSHIP**, a Washington limited  
partnership ("Declarant").

**RECITALS**

A. Declarant is the owner of that certain real property located in the City of  
Kennewick, Benton County, Washington, and more particularly described in Section 2.1  
of this Declaration.

B. Declarant desires to subject the real property described in Section 2.1  
hereof to the provisions of this Declaration to create a residential community of single-  
family housing (as "single family" is defined below) and related uses as set forth in  
Section 6.2 hereof and to provide for the subjecting of other real property to the  
provisions of this Declaration in phases.

NOW, THEREFORE, Declarant hereby declares that the real property described  
in Section 2.1 of this Declaration, including the improvements constructed or to be  
constructed thereon, is hereby subjected to the provisions of this Declaration and shall be  
held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise  
encumbered subject to the covenants, conditions, restrictions, easements, assessments,  
and liens, hereinafter set forth, which are for the purpose of protecting the value and  
desirability of, and which shall run with the title to, the real property hereby or hereafter  
made subject hereto, and shall be binding on all persons having any right, title, or interest  
in all or any portion of the real property now or hereafter made subject hereto, their  
respective heirs, legal representatives, successors, successors-in-title, and assigns and  
shall inure to the benefit of each and every owner of all or any portion thereof.

**ARTICLE 1**

**DEFINITIONS**

**1.1 Words Defined.** The following words, when used in this Declaration or  
in any Supplementary Declaration (unless the context shall prohibit), shall have the  
following meanings:

1.1.1 "Association" shall mean The Ridge Homeowners Association, a Washington nonprofit corporation, its successors and assigns.

1.1.2 "Board of Directors" or "Board" of the Association shall be the appointed or elected body, as applicable, having its normal meaning under Washington law.

1.1.3 "Bylaws" shall refer to the Bylaws of The Ridge Homeowners Association.

1.1.4 "Common Areas" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon as designated on any final plat creating any phase of the Community or as otherwise conveyed to the Association for the common use and enjoyment of the Owners.

1.1.5 "Community" shall mean and refer to that certain real property and interest therein described in Exhibit A, attached hereto, such additions thereto as may be made by the Association by Supplementary Declaration.

1.1.6 "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, shall generally be made with reference to the standards originally established by the Declarant.

1.1.7 "Declarant" shall mean and refer to Tapteal Properties Limited Partnership, a Washington limited partnership, and its successors-in-title and assigns, provided any such successor-in-title or assign shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in Exhibit A, attached hereto, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder by the grantor of such conveyance, which grantor shall be the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in Exhibit A, attached hereto, there shall be only one "Declarant" hereunder at any one point in time.

1.1.8 "Development Period" shall mean that period of time beginning on the date this Declaration is recorded in the records of Benton County and ending on the earliest to occur of (i) fifteen (15) years from the date of recording of this Declaration; (ii) five (5) years after Declarant's last conveyance of record of a Lot to an Owner; or (iii) the date upon which a Supplementary Declaration is recorded by Declarant terminating the Development Period.

1.1.9 "Lot" shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a residential dwelling site as shown on a plat recorded in the records of Benton County. The ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Areas, which shall include, without limitation, membership in the Association.

1.1.10 "Mortgage" means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation.

1.1.11 "Mortgagee" shall mean the holder of a Mortgage.

1.1.12 "Occupant" shall mean any Person occupying all or any portion of a residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

1.1.13 "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.1.14 "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

1.1.15 "Single Family" shall mean a single housekeeping unit for single-family residential use as defined in the municipal code of the City of Kennewick.

1.1.16 "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

1.1.17 "Total Association Vote" means all of the votes attributable to members of the Association (including votes of Declarant), and the consent of Declarant so long as Declarant owns any property for development and/or sale in the Community.

## ARTICLE 2

### PROPERTY SUBJECT TO THIS DECLARATION

**2.1 Property Hereby Subjected to This Declaration.** The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held,

transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property described in Exhibit A, attached hereto and by reference made a part hereof.

**2.2 Other Property.** Only the real property described in Section 2.1 above is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, the Association has the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

### ARTICLE 3

#### THE RIDGE HOMEOWNERS ASSOCIATION

**3.1 Description of Association.** The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in this Declaration, any Supplementary Declaration, and the Articles of Incorporation and Bylaws of the Association, all as may be amended from time to time; provided, however, that no such governing documents shall for any reason be amended or otherwise interpreted so as to be inconsistent with this Declaration.

**3.2 Board of Directors.** Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until termination of the Development Period. Each Owner, by acceptance of a deed to or other conveyance of a Lot vests in Declarant the authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant need not be Owners. The number of directors shall be as set forth in the Bylaws. Following termination of the Development Period, the Board of Directors shall be elected by the Owners in accordance with the Bylaws.

**3.3 Membership.** Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. The first annual meeting of the Association shall be held within sixty (60) days after termination of the Development Period on a date set by the Board pursuant to the Bylaws.

**3.4 Voting.** Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

**3.5 Architectural Review Committee.** No construction, alteration, addition, refurbishing, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except that which is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. Any such construction, alteration, addition, refurbishing, or erection shall not be made unless and until plans and specifications showing the nature, kind, shape, size and height, architectural design and detail, materials, workmanship, colors, location on site, improvement and site grade elevations, and site landscaping shall have been submitted in writing to and approved by the Architectural Review Committee established pursuant to this Section 3.5. The Board may employ architects, engineers, or other Persons as it deems necessary to enable the Architectural Review Committee to perform its review. Written design guidelines and procedures ("Design Guidelines") shall be established for the exercise of this review, which Design Guidelines may provide for a review fee. The Design Guidelines may vary for different phases of the Community as determined by the Architectural Review Committee and may evolve over time with changes in the market place.

**3.5.1** So long as the Declarant owns any property for development and/or sale in the Community, the Declarant shall have the right to appoint or remove any or all members of the Architectural Review Committee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the Architectural Review Committee.

**3.5.2** If the Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted, which submission shall be evidenced by a written receipt for said plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. In this event, any such plans and specifications shall nevertheless be in compliance with all the restrictions contained in this Declaration and any Design Guidelines established by the Architectural Review Committee which are then in effect.

**3.5.3** As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

3.5.4 The Architectural Review Committee shall be the sole arbiter of plans submitted to it and may withhold approval for any reason, including aesthetic considerations based upon Community-Wide Standards, and it shall be entitled to stop any construction in violation of approved plans or this Declaration. Any member of the Architectural Review Committee or the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not such plans and this Declaration have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may, as provided in Section 12.1 hereof, record a notice of violation naming the violating Owner.

3.5.5 PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARCHITECTURAL REVIEW COMMITTEE, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ARCHITECTURAL REVIEW COMMITTEE, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

## ARTICLE 4

## OFFICIAL RECORDS

**ASSESSMENTS**

**4.1 Purpose of Assessment.** The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

**4.2 Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines imposed in accordance with the terms of this Declaration.

**4.2.1** All such assessments, together with (i) late charges, (ii) interest set by the Board, not to exceed the maximum rate permitted by law (but not to exceed eighteen percent (18%) per annum), and (iii) costs, including, without limitation, reasonable attorneys' fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

**4.2.2** Each such assessment, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

**4.2.3** The Association shall, within five (5) days after receiving a written request therefor and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be binding upon the Association as of the date of issuance.

**4.2.4** Annual assessments shall be levied equally on all similarly situated Lots (as determined by the Board). However, during the Development Period, the Board may establish lesser assessments for Lots owned by Declarant or builders. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

**4.3 Computation.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each Lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. In the event the Board fails for any reason so to determine the budget for the succeeding year, until such time as a budget shall have been determined, the budget in effect for the then current year shall continue for the succeeding year.

**4.4 Revised Budget.** If the financial circumstances of the Association materially change during any year, the Board may prepare a revised budget for the balance of the year. The Board shall cause the revised budget and assessments to be delivered to each member at least thirty (30) days before their effective date.

**4.5 Special Assessments.** In addition to the other assessments authorized herein, the Association may levy special assessments for expenses such as, but not limited to, capital improvements from time to time if approved at a meeting by two-thirds (2/3) of the Total Association Vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

**4.6 Lien for Assessments.** All sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs, including, without limitation, reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the records of Benton County and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any Lot after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

**4.7 Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach and, in addition, the lien shall include interest set by the Board from time to time, on the principal amount due, late charges, costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and any other amounts provided or permitted by law.

**4.7.1** In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property.

**4.7.2** The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

**4.7.3** No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot.

**4.7.4** All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

**4.8 Date of Commencement of Assessments.** The assessments provided for herein shall commence as to a Lot subject to this Declaration on the first day of the month following conveyance of such Lot to a Person other than Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

**4.9 Specific Assessments.** The Board shall have the power to levy specific assessments pursuant to this Section 4.9 as, in its discretion, it shall deem appropriate. Fines levied pursuant to Section 12.1 of this Declaration and the costs of maintenance performed by the Association which the Owner is responsible for under Sections 5.3 and 5.4 of this Declaration shall be specific assessments. The Board may also specifically assess Owners for Association expenses as follows:

**4.9.1** Expenses of the Association which benefit less than all of the Lots may, in the Board's discretion, be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

**4.9.2** Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

**4.10 Budget Deficits During Declarant Control.** For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected

by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community.

## ARTICLE 5

### MAINTENANCE; CONVEYANCE OF COMMON AREAS TO ASSOCIATION

**5.1 Association's Responsibility.** The Association shall maintain and keep in good repair the Common Areas. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Areas. The Association shall also maintain: (i) all entry features for the Community including the expenses for water and electricity, if any, provided to all such entry features; (ii) landscaping originally installed by the Declarant which is on Common Areas owned in fee by the Association or on property where an easement has been granted to the Association; (iii) all facilities serving the Community not dedicated to or maintained by a public entity; (iv) the stormwater retention pond serving the Community; and (v) all CXT Pavers originally installed by the Declarant in the public streets of the Community, including patching, resurfacing and cleaning any cracks in the Pavers. The foregoing maintenance shall be performed consistent with the Community-Wide Standard. The Association declares that the City of Kennewick shall be exempt from liability for damage to the Pavers due to normal maintenance sweeping and snowplow operations.

**5.2 Property Not Owned by Association.** The Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, where the Board has determined that such maintenance would benefit all Owners. Without limitation of the foregoing, the Association may enter into a joint maintenance agreement with adjoining property owners or associations for the repair, maintenance and replacement of shared facilities or other property.

**5.3 Damage Caused by Owner.** In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

**5.4 Owner's Responsibility.** Except as provided in Sections 5.1, 5.2 and 5.3 above, all maintenance of any Lot and all structures, parking areas, landscaping, and other improvements thereon together with the landscaping on any parking strip fronting any

such Lot, shall be the sole responsibility of the Owner thereof, who shall provide maintenance consistent with the Community-Wide Standard and this Declaration. In the event that the Board of Directors of the Association determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

**5.5 Conveyance of Common Areas by Declarant to Association.** The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Areas to be maintained by the Association. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

## ARTICLE 6

### USE RESTRICTIONS AND RULES

**6.1 General/Rules and Regulations.** This Article, beginning at Section 6.2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Section 12.4 hereof regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the Total Association Vote.

**6.2 Residential Use.** Except as provided in this Section, all Lots shall be used for single-family residential purposes exclusively with the exception that certain home occupations will be permitted, subject to the guidelines and rules established by the Board. Such home occupations may be limited to certain business uses, shall not create any disturbance, noise, or unsightliness, shall not unduly increase traffic flow or parking

congestion, and shall not be in violation of any of the provisions of the Declaration or Bylaws.

**6.3 Building and Landscaping Requirements and Restrictions.** All residences constructed within the Community by any Person other than Declarant shall be subject to Design Guidelines which may cover the architectural style, scope of improvements, quality of design, materials, workmanship, and siting standards. Such Design Guidelines shall be established by the Architectural Review Committee for the purpose of establishing a Community of harmonious design. Without restricting or limiting the authority of the Architectural Review Committee pursuant to Section 3.5 in approving or disapproving of any specific proposal, the following restrictions shall apply to the Community in general:

**6.3.1** Manufactured homes, mobile homes, modular units or similar structures which are largely constructed off-site are prohibited.

**6.3.2** Any residence or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting, within six (6) months after the date of commencement of construction. All front, rear and side yards and landscaping must be completed within six (6) months from the date of completion of construction or the closing of the sale of the Lot to the first residential Owner, whichever is later, unless an extension is granted by the Architectural Review Committee as a result of adverse weather conditions.

**6.3.3** Setback requirements for all Lots shall be as provided in applicable ordinances of the City of Kennewick.

**6.3.4** All homes within the Community shall contain a garage; carports shall not be permitted. Unless otherwise approved by the Architectural Review Committee, all garages must be attached to, or incorporated in and made a part of, the residence constructed upon a Lot. In granting waivers to this requirement, the Architectural Review Committee will consider functional necessity and architectural desirability.

**6.3.5** No fence, fencing-type barrier, or hedge of any kind in excess of six (6) feet high or extending into the front yard of any residence shall be, erected, allowed or maintained upon any Lot, without the prior written consent of the Architectural Review Committee. Any such fence, barrier, row of trees, or hedge shall be strictly in compliance with Design Guidelines established by the Architectural Review Committee, which standards may provide for limited acceptable styles and/or specifications.

**6.3.6** Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Architectural Review Committee.

**6.3.7** No electrical, cable television, or telephone lines or wires shall be located on any Lot unless underground or in a conduit attached to a structure.

**6.4** **Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs including, without limitation, signs related to Declarant's development and marketing of residences within the Community. In addition, "For Sale" and "For Rent" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. Temporary signs related to garage sales, lost and found notices, and meetings of The Ridge Homeowners Association may be posted provided that not more than three (3) signs per event are posted and that all such signs must be removed within twenty-four (24) hours after the event.

**6.5** **Parking.** Vehicles shall be parked only in garages, limited areas specifically improved as driveways or areas designated by the Board for parking. All parking shall be subject to such rules and regulations as the Board may adopt. No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than forty-eight (48) hours if it is unlicensed or if it is incapable of being operated upon public highways. After such forty-eight (48) hour period, such vehicle shall be considered a nuisance and may be removed from the Community.

**6.6** **Leasing.** Lots may be leased for residential purposes. All leases shall have a minimum term of at least three (3) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property.

**6.7** **Occupants Bound.** All provisions of the Declaration, Bylaws, and of any rules and regulations, which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

**6.8** **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept in the Community; provided, however, that conventional household pets may

be kept on a Lot subject to the following restrictions: Pets shall not be kept, bred or maintained for any commercial purposes. Owners shall be responsible for the immediate cleanup and removal of all fecal matter deposited by pets on any property other than the Lot of the Owner of the pet. Pets shall be confined in the Owner's Lot in a dog run, or otherwise, unless on a leash and accompanied by a responsible person. No domestic pet may be kept if it is a source of annoyance or a nuisance. The Board shall have the authority to determine whether a particular pet is a nuisance or a source of annoyance, and such determination shall be final and conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated from time to time as required by law.

**6.9 Nuisance.** Each Owner and Occupant shall prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No illegal, illicit, noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law or unless specifically approved by the Architectural Review Committee.

**6.10 Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly of and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be undertaken outside of homes or garages. Garage doors shall be kept closed at all times unless they are in use. In addition, the storage of equipment, machinery, constructions supplies or any similar material on a Lot outside of the home and garage constructed thereon is strictly prohibited except as required during the remodeling or refurbishing of improvements on such Lot and then for not more than sixty (60) days.

**6.11 Antennas.** No television or radio antenna, tower, satellite dish, or exterior antenna of any kind shall be placed, allowed, or maintained upon any Lot or any portion of the Community without the prior written consent of the Architectural Review Committee. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

**6.12 Tree Removal.** No trees that are more than six (6) inches in diameter at a point three (3) feet above the ground shall be removed without the prior written consent of the Architectural Review Committee. Notwithstanding all of the above, no consent or approval is required for the removal by an Owner of any trees, regardless of their diameter, that are located within ten (10) feet of the Owner's residence or between the rear of an Owner's residence and the rear Lot line.

**6.13 Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves for the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across all Common Areas and Lots for the purpose of maintaining or altering drainage and water flow.

**6.14 Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem as determined in accordance with the municipal code of the City of Kennewick.

**6.15 Garbage Cans, Woodpiles, Etc.** All garbage cans, woodpiles, air-conditioning compressors, machinery, equipment and other similar items related to the operation of the residence shall be located or screened so as to be concealed from view from the street abutting the Lot on which such items are located. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community; provided, however, that yard waste may be burned to the extent allowed by the City of Kennewick and other applicable agencies. This Section 6.15 is subject to all rights granted and reserved pursuant to Section 11.8 below.

**6.16 Subdivision of Lot.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

**6.17 Guns.** The use of firearms in the Community is prohibited.

**6.18 Utility Lines.** Except as may be permitted by the Architectural Review Committee, no overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and except as such lines exist upon recording of the plat of the Community or as required by utilities serving the Community.

**6.19 Lighting.** Except as may be permitted by the Architectural Review Committee, exterior lighting shall not be permitted except for (i) two (2) decorative post lights, (ii) street lights in conformity with an established street lighting program for the Community; (iii) seasonal decorative lights; (iv) front house illumination of model homes; or (v) lights which are 15 watts or less. Other decorative yard lighting shall be permissible subject to prior approval of the Architectural Review Committee.

**6.20 Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation, exterior sculpture, fountains, flags, and similar items shall be permitted in the front yard of any Lot unless consistent with Community-Wide Standards.

**6.21 Swimming Pools.** Swimming pools and hot tubs shall be constructed, erected or maintained upon any Lot only with the prior written consent of the Architectural Review Committee. The Architectural Review Committee may disallow any swimming pool or hot tubs which the Committee determines will be contrary to the best interests of the Community. The Architectural Review Committee shall have the authority to establish rules and regulations governing the use of any such facilities. Considerations shall include, but not be limited to, the visual and audio intrusion such a facility and associated activities would have on surrounding residences.

**6.22 Mailboxes.** All mailboxes located on Lots shall be of a similar style approved by the Architectural Review Committee. Replacement mailboxes may be installed after the type has been approved in writing by the Architectural Review Committee. Mailboxes shall be attached only to stands provided and maintained by the Association in designated locations.

**6.23 Clotheslines.** No exterior clotheslines of any type shall be permitted upon any Lot unless located in the rear yard of a Lot, entirely screened from view from other Lots and less than six (6) feet in height.

**6.24 Exterior Security Devices.** No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or Lot. Signs placed on the Lot or the exterior of the residence stating that such residence is protected by a security system are permissible.

**6.25 Construction and Sale Period.** So long as Declarant owns any property in the Community for development and/or sale, the restrictions set forth in this Article 6 shall not be applied or interpreted so as to prevent, hinder or interfere with development, construction and sales activities of Declarant or any builder or developer approved by Declarant.

## ARTICLE 7

**INSURANCE AND CASUALTY LOSSES**

**7.1 Insurance Coverage.** The Board of Directors or the duly authorized agent of the Association shall have the authority to and shall obtain or cause to be obtained insurance as follows:

**7.1.1** The Board shall obtain insurance on all insurable buildings and, where the Board deems there to be a reasonable risk, other substantial structures whether or not such buildings or structures are located on the Common Areas and which the Association is obligated to maintain. Insurance on buildings shall provide, at minimum, fire and extended coverage, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Insurance on other substantial structures shall cover those risks deemed advisable by the Board and shall be in such amounts as are deemed advisable by the Board. The Board may insure other types of improvements, including entry monuments, landscaping, and the like, as it deems advisable. With respect to such other improvements, the Board shall determine the risks to be insured and the amounts of insurance to be carried.

**7.1.2** The Board shall obtain a public liability policy applicable to the Common Areas covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00) unless otherwise determined by the Board.

**7.1.3** The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through the Declarant and to reimburse Declarant for the cost thereof, and Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association and the Owners upon Declarant and the Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining such coverage. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through the Declarant.

**7.1.4** Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

**7.1.5** In the event insurance premiums in connection with the insurance required by this Article 7 become prohibitive, in the judgment of the Board, the Board

may with approval of seventy-five percent (75%) of the Total Association Vote reduce the amount of the required insurance, self-insure itself, or discontinue the insurance all together.

**7.2 Policy Requirements.** All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee for the respective benefited parties. Such insurance shall be governed by the provisions hereinafter set forth:

**7.2.1** All policies shall be written with a company authorized to do business in Washington.

**7.2.2** Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

**7.2.3** In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

**7.2.4** All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in Benton County.

**7.3 Other Insurance.** In addition to the other insurance required by this Article 7, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws. The Board may, in its discretion, obtain a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. The Association shall obtain additional insurance coverage, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, or the U.S. Department of Housing and Urban Development.

**7.4 Individual Insurance.** By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots, and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall at a minimum, carry fire and extended coverage casualty insurance on the Lot and all structures constructed thereon in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

**7.5 Damage and Destruction -- Insured by Association.**

7.5.1 Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. The Board of Directors shall have the enforcement powers specified in Section 7.2 of this Declaration necessary to enforce this provision.

7.5.2 Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the Total Association Vote otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

7.5.3 If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

7.5.4 In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition.

7.6 **Damage and Destruction -- Insured by Owners.** The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time

thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified herein.

**7.7 Insurance Deductible.** The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or be a common expense of the Association.

## ARTICLE 8

### CONDEMNATION

In the event of a taking by eminent domain of any portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Total Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor. The provisions of Section 7.5, above, applicable to Common Areas improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

## ARTICLE 9

### ANNEXATION OF ADDITIONAL PROPERTY

Subject to the consent of the owner(s) thereof and the consent of the Declarant (so long as the Declarant owns any property for development and/or sale in the Community, upon the affirmative vote or written consent, or any combination thereof, of seventy-five percent (75%) of the Total Association Vote, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President of the Association whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

## ARTICLE 10

**MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

**10.1 Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number, therefore becoming an "eligible holder"), will be entitled to timely written report as to the current status of said Lot with respect to the following:

**10.1.1** Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

**10.1.2** Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder.

**10.2 No Priority.** No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Areas.

**10.3 Notice to Association.** Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

**10.4 VA/HUD Approval.** As long as the Declarant has the right to appoint and remove the directors of the Association and so long as the project is approved by the U.S. Department of Housing and Urban Development ("HUD") for insuring or the U.S. Department of Veterans Affairs ("VA") for guaranteeing any Mortgage in the Community the following actions shall require the prior approval of the VA and/or HUD as applicable: annexation of additional property to the Community; dedication of Common Areas to any public entity; mergers and consolidations; dissolution of the Association; and material amendment of the Declaration, Bylaws or Articles of Incorporation.

**10.5 Applicability of Article 10.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Washington law for any of the acts set out in this Article.

**10.6 Amendments by Board.** Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently

delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

## ARTICLE 11

### EASEMENTS

#### 11.1 Easements for Use and Enjoyment.

11.1.1 Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

11.1.1.1 the right of the Association to charge reasonable fees for the use of any portion of the Common Areas, to limit the number of guests of Lot Owners and tenants who may use the Common Areas, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests, and invitees;

11.1.1.2 the right of the Association to suspend the voting rights of an Owner and the right of an Owner to use certain Common Areas for any period during which any assessment against such Owner's Lot remains unpaid;

11.1.1.3 the right of the Association to borrow money for the purpose of improving the Common Areas, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Areas; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Lot Owner encumbering any Lot or other property located within the Community; and

11.1.1.4 the right of the Association to dedicate or transfer all or any portion of the Common Areas subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by the affirmative vote of at least seventy-five percent (75%) of the Total Association Vote; provided, however, that during the Development Period, Declarant may, on its sole signature, dedicate or transfer portions of the Common Areas, so long as such transfer or dedication does not materially and adversely affect the Association or any Lot Owner.

11.1.2 Any Lot Owner may delegate such Owner's right of use and enjoyment in and to the Common Areas and facilities located thereon to the members of such Owner's family and to such Owner's tenants and guests and shall be deemed to have made a delegation of all such rights to the Occupants of such Owner's Lot, if leased.

11.2 **View Easements.** There is hereby secured for the benefit of and created, granted and conveyed to each Owner an appurtenant, mutual easement over all Lots between each Owner's Lot and the northeasterly boundary of the Community, for the preservation of the view from each Lot that exists from a point six (6) feet above grade as of the date of this Declaration, except as such view is hereafter modified by the construction of residences which are within the height restrictions of applicable zoning laws and this Declaration and which are constructed in accordance with plans and specifications approved by the Architectural Review Committee and any applicable governmental agency. Each Lot shall be correspondingly burdened by such easement and the Owner thereof shall not obstruct, reduce or interfere with the views from benefited Lots by planting trees, bushes, shrubs or other vegetation, by failing to prune or maintain such vegetation or by constructing improvements on such Lot (other than the principal residence or additions thereto), any of which adversely affect the view from a benefited Lot.

11.3 **Adjoining Properties.** Notwithstanding anything contained in this Declaration nor in any written materials or oral representations provided in connection with the Owner's purchase of a Lot within the Community, covenants, conditions, restrictions and easements with respect to the preservation of views do not apply or have any force with respect to property owned by the Declarant outside of the Community. Development plans for such properties have not been finalized and improvements to such properties may obstruct, reduce or interfere with views existing as of the date of this Declaration from Lots within the Community. By accepting a deed to a Lot, the Owner thereof acknowledges the possible obstruction, reduction or interference of the view from such Lot by development of other property owned by Declarant and waives any claims in connection therewith.

11.4 **Easements for Utilities.** There is hereby reserved to the Declarant, the Association and any utility providers designated by either the Declarant or the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity. It shall be expressly permissible for the Declarant, the Association, or the designee of either, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. This easement shall be utilized so as to not unreasonably interfere with improvements constructed upon any Lot and the building envelope for any unimproved Lot. Should any party furnishing any such utility or service request a

specific license or easement by separate recordable document, the Board shall have the right to grant such easement.

**11.5 Easement for Entry.** In addition to the right of the Board to exercise self-help as provided in Section 12.2 hereof, the Board shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, which right may be exercised by police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused.

**11.6 Easement for Maintenance.** Declarant hereby expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article 5. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Owner's property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

**11.7 Easement for Entry Features.** There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar street-scapes for the Community, as more fully described on the recorded subdivision plats for the Community or any other recorded instrument, easement or conveyance. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

**11.8 Construction and Sale Period Easement.** Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, design guidelines, and any amendments thereto, so long as Declarant owns any property in the Community for development and/or sale, Declarant reserves an easement across all Community property for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to property described on Exhibit A to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the

Community; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices. Declarant and any such builder or developer may use residences, offices, or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. During the Development Period, this Section shall not be amended without the Declarant's express written consent.

## ARTICLE 12

### GENERAL PROVISIONS

**12.1 Enforcement.** Each Owner and Occupant shall comply strictly with the Association's Bylaws, rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record a notice of violation of the Declaration, Bylaws, rules and regulations, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing. In addition, recording of this Declaration is intended to convey to the public a beneficial interest in the covenants, conditions and restrictions set forth in Article 6 above which may be enforced by the City of Kennewick, in its sole discretion, on behalf of the public.

**12.2 Self-Help.** In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon any Lot or any other portion of the Community to abate or remove, any structure, thing or condition which violates this Declaration, the Bylaws, or the Association's rules and regulations. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the

violating Owner and shall be collected as provided for herein for the collection of assessments.

**12.3 Duration.** This Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, so long as and to the extent that Washington law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision shall be (a) automatically extended (to the extent allowed by applicable law) for successive periods of ten (10) years, unless a written instrument reflecting disapproval signed by the then Owners of at least seventy-five percent (75%) of the Lots and the Declarant (so long as the Declarant owns any property for development and/or sale in the Community has been recorded within the year immediately preceding the beginning of a ten (10) year renewal period agreeing to change such provisions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated to the extent specified therein; or (b) extended as otherwise provided by law. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

**12.4 Amendments.**

**12.4.1** This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is necessary to enable any title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) if such amendment is necessary to enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Further, so long as Declarant owns any property for development and/or sale in the Community, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Lot Owners hereunder, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

**12.4.2** This Declaration may also be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least seventy-five percent (75%) of the Total Association Vote and the consent of Declarant (so long as the Declarant owns any property for development and/or sale in the Community. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

**12.5 Partition.** The Common Areas shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

**12.6 Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**12.7 Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

**12.8 Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

**12.9 Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now-living descendants of the individuals signing this Declaration.

**12.10 Indemnification.** To the fullest extent allowed by applicable Washington law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorneys' fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal

liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association may, at the discretion of the Board, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

**12.11 Books and Records.** This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available pursuant to reasonable procedures established by the Board for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

**12.12 Financial Review.** A review of the books and records of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's financial statements at the annual meeting, by a majority of the Total Association Vote, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first Mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

**12.13 Notice of Sale, Lease or Acquisition.** In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably require.

**12.14 Agreements.** Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Community all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

**12.15 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

**12.16 Variances.** Notwithstanding anything to the contrary contained herein, the Board of Directors or its designee shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction established pursuant thereto if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

**12.17 Litigation.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Article 4 hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant pursuant to Section 12.4, hereof, or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

EXECUTED the day and year first above written.

DECLARANT:

TAPTEAL PROPERTIES LIMITED  
PARTNERSHIP,  
a Washington limited partnership

By Robert W. Young  
Robert W. Young  
Its General Partner

OFFICIAL RECORDS

STATE OF WASHINGTON }  
COUNTY OF BENTON } ss.

On this day personally appeared before me, Robert W. Young, to me known to be the General Partner of TAPTEAL PROPERTIES LIMITED PARTNERSHIP, a Washington limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN to before me this 30<sup>th</sup> day of MARCH, 1995.



*Robert W. Gregory*  
Printed Name ROBERT W. GREGORY  
NOTARY PUBLIC in and for the State of  
Washington, residing at BENTON COUNTY  
My Commission Expires 5-9-98

EXHIBIT A**LEGAL DESCRIPTION OF PROPERTY  
SUBMITTED TO THIS DECLARATION**

THAT PORTION OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 29 EAST,  
OF THE WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 3,  
COLUMBIA CENTER ESTATES NO. 1 AS RECORDED IN VOLUME 14 OF  
PLATS, AT PAGE 53, RECORDS OF BENTON COUNTY, WASHINGTON,  
SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF N.  
STEPTOE STREET; THENCE NORTH 0°37'58" EAST, 1544.50 FEET ALONG  
SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF UNION  
PACIFIC RAILROAD CO., HANFORD LINE RIGHT-OF-WAY AND THE  
BEGINNING OF A NONTANGENT 2914.83 FOOT RADIUS CURVE  
CONCAVE TO THE NORTHEAST (RADIUS POINT BEARS NORTH  
35°25'18" EAST); THENCE SOUTHEASTERLY 108.08 FEET ALONG THE  
ARC OF SAID CURVE AND ALONG SAID SOUTH LINE THROUGH A  
CENTRAL ANGLE OF 2°07'28"; THENCE CONTINUING ALONG SAID  
SOUTH LINE SOUTH 56°42'10" EAST, 2351.40 FEET TO THE NORTHWEST  
CORNER OF LOT 17, BLOCK 8 OF PLAT ALTERATION COLUMBIA  
CENTER ESTATES NO. 2 AS RECORDED IN VOLUME 14 OF PLATS, AT  
PAGE 74, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE  
SOUTH 33°17'50" WEST, 125.00 FEET ALONG THE WEST LINE OF SAID  
LOT 17 TO THE NORTH RIGHT-OF-WAY LINE OF WEST CANYON  
AVENUE; THENCE NORTH 56°42'10" WEST, 21.00 FEET ALONG SAID  
NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 33°17'50" WEST, 54.00  
FEET TO THE BEGINNING OF A NONTANGENT 20.00 FOOT RADIUS  
CURVE CONCAVE TO THE SOUTHWEST (RADIUS POINT BEARS  
SOUTH 33°17'50" WEST); THENCE SOUTHEASTERLY 31.42 FEET ALONG  
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"  
TO THE NORTHWEST RIGHT-OF-WAY LINE OF WEST ARROWHEAD  
AVENUE; THENCE SOUTH 33°17'50" WEST, 90.00 FEET ALONG SAID  
NORTHWEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF  
LOT 10, BLOCK 5 OF SAID PLAT ALTERATION COLUMBIA CENTER  
ESTATES NO. 2; THENCE NORTH 56°42'10" WEST, 480.00 FEET ALONG  
THE NORTHEASTERLY LINE OF SAID BLOCK 5; THENCE SOUTH  
39°44'03" WEST, 72.90 FEET ALONG THE NORTHWESTERLY LINE OF  
SAID BLOCK 5; THENCE SOUTH 50°06'40" WEST, 74.42 FEET TO THE

NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 62°14'51" WEST, 74.42 FEET TO THE NORTHWEST CORNER OF LOT 3, OF SAID BLOCK 5, SAID POINT BEING ALSO THE NORTHEAST CORNER OF LOT 2, BLOCK 4 OF SAID COLUMBIA CENTER ESTATES NO. 1; THENCE ALONG THE NORTH LINE OF SAID PLAT THE FOLLOWING COURSES:

THENCE SOUTH 74°23'01" WEST, 74.42 FEET; THENCE SOUTH 86°30'08" WEST, 74.42 FEET; THENCE NORTH 88°53'15" WEST, 314.07 FEET; THENCE SOUTH 87°43'23" WEST, 180.04 FEET; THENCE SOUTH 85°15'04" WEST, 180.38 FEET; THENCE SOUTH 84°35'55" WEST, 348.66 FEET; THENCE SOUTH 88°56'49" WEST, 174.71 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT A AS SHOWN ON THE REPLAT OF COLUMBIA CENTER ESTATES NO. 1 AS RECORDED IN VOLUME 14 OF PLATS, AT PAGE 70, RECORDS OF BENTON COUNTY; THENCE SOUTH 88°53'15" EAST, 314.07 FEET ALONG THE NORTH LINE OF SAID TRACT A; THENCE NORTH 01°22'35" EAST, 120.06 FEET TO THE BEGINNING OF A NONTANGENT 4297.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH (RADIUS POINT BEARS SOUTH 03°12'51" WEST); THENCE WESTERLY 319.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'22"; THENCE SOUTH 01°02'31" EAST, 120.00 FEET TO THE POINT OF BEGINNING.

96 28616

FILED BY

Nov 15 9 47 AM '96

BOBIE CASNER  
BENTON COUNTY AUDITOR

AFTER RECORDING MAIL TO;

Tapteal Properties Limited Partnership  
c/o Robert Young and Associates  
2200 N. Rhode Island Court  
Kennewick, WA 99336

VOL. 655 PAGE 3253

96000698

ADDENDUM TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE RIDGE

THIS ADDENDUM TO DECLARATION (hereinafter referred to as "Addendum") is made on this the first day of October, 1996 by TAPTEAL PROPERTIES LIMITED PARTNERSHIP, a Washington Limited Partnership (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant filed that certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration"), for THE RIDGE, a residential development, on April 13, 1995 found in Volume 626, Pages 3087 through 3122, under Auditor's File No. 95-8160 in the records of Benton County, Washington.

B. THE RIDGE, a residential development (hereinafter referred to as "THE RIDGE"), is a single family subdivision which was recorded in Volume 15 of Plats, Page 15, in the records of Benton County, Washington.

C. Section 12.4.1 Amendments of the Declaration allows the Declaration to be unilaterally amended at any time for any purpose by the Declarant, so long as the Declarant stills owns property located within THE RIDGE for development and/or sale, provided however, that no adverse prejudice may occur to any owner or optionee of record due to such Amendments.

D. Declarant desires to record this Addendum to said Declaration for THE RIDGE to set forth and require certain minimum square footage rules applying to certain subsections and lots within THE RIDGE as an added measure in protecting the property values, thereby benefitting present and future owners of record within THE RIDGE.

NOW, THEREFORE, Declarant hereby declares that the real property described herein, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Addendum and shall be held, sold, transferred, conveyed, used, occupied, mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each and every owner of all or any portion thereof.

1. 3.5 Architectural Review Committee shall be supplemented by the addition of a New Section now know as 3.5.6, as follows:

3.5.6 Notwithstanding the foregoing, the Architectural Review Committee (hereinafter referred to as "Committee"), shall not approve any construction of any home on any lot listed below unless said home to be constructed contains a minimum amount of actual living space in the amounts specified:

Homes constructed on Lots 1 through 41 shall contain a minimum amount of 1,200 square feet of living space.

Homes constructed on Lots 42 through 44, Lots 98 through 119 and Lots 134 through 143 shall contain a minimum amount of 1,400 square feet of living space.

Homes constructed on Lots 45 through 97, Lots 120 through 133 and Lots 144 through 147 shall contain a minimum amount of 1,600 square feet of living space.

Garages, covered porches, patios or any other structures do not constitute living space and do not apply towards the minimum square feet requirements.

Consistent with Section 12.4.1 of the Declaration, Lots owned by persons other than Declarant and any lot on which construction has commenced prior to the recording date of this Addendum shall not be subjected to this Addendum. The minimum square foot requirements may be amended by the Committee for reasons deemed acceptable by the Committee and will not require the preparation and or recording of any additional Addendums to the Declarations for this purpose.

2. Section 6.11 Antennnas shall be amended as follows:

No television or radio antenna, tower or satellite dish larger than 18" in diameter, or exterior antenna of any kind shall be placed, allowed, or maintained upon any lot or any portion of the Community without the prior written consent of the Committee. Each Owner and or Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision, despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

3. Section 6.5 Parking shall be supplemented by the addition of a New Section 6.5.1 as follows:

6.5.1 Notwithstanding the foregoing, vehicles shall be permitted to be parked or stored on the property in limited areas provided that said vehicle does not exceed any previously set forth height restrictions or requirements of the Declaration, also provided that said vehicle does not restrict any view of any other property owner or occupant within THE RIDGE. Limited areas shall mean areas within the side or back property which are enclosed with a six foot cedar fence or any other acceptable fencing material of which the vehicle can not be viewed through. Vehicles shall mean utility trailers, boats, motor homes, and other vehicles recreational in nature.

EXECUTED on the ninth day of October, 1996.

DECLARANT:

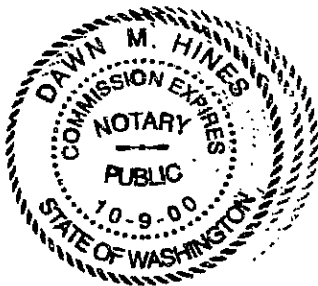
TAPTEAL PROPERTIES LIMITED PARTNERSHIP,  
a Washington Limited Partnership

By: Kristine Martin  
Kristine Martin, Authorized Signor/Representative

STATE OF WASHINGTON >  
>ss  
COUNTY OF BENTON >

On this day personally appeared before me Kristine Martin, to me known to be the authorized signor/representative of Tapteal Properties Limited Partnership, and who acknowledged to me that she is authorized to sign and has executed the within and foregoing instrument as the free and voluntary act and deed of said Limited Partnership, for the uses and purposes therein mentioned.

Given under my hand and official and official seal this 17th day of October, 1996.



Dawn M. Hines  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Richland,  
My commission expires on: 10-9-2000