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Santiago Bridgewater Estates  
9501 W. Clearwater Avenue  
Kennewick, WA 99336

SANTIAGO BRIDGEWATER ESTATES

Declaration of  
Covenants, Conditions and Restrictions

Regarding the following parcel numbers  
in Benton County

101884000001004  
101884000002000  
112881000005005

PORTION OF SE $\frac{1}{4}$ , SECTION 1,  
T8N, R28E, WM.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

*Santiago Bridgewater Estates*

Benton County, Washington

**THIS DECLARATION** is made and entered into on the date hereinafter set forth at the end hereof by the undersigned Santiago Bridgewater Estates, a California Limited Partnership. Declarant is the owner of the following legally described real property situated in the City of Kennewick, County of Benton, State of Washington:

Block A, Lots 1 through 41, Block B, Lots 1-24, Block C, Lots 1-28, Block D, Lots 1 through 28, Block E, Lots 1-25 and Block F, Lots 1 through 24, inclusive, Santiago Bridgewater Estates, a portion of Sections 1 and 12, T8N, R28E WM, according to the Plat thereof recorded in Book 15 of Maps, Page 278 of the official records of the County Recorder of Benton County, State of Washington.

**WITNESSETH:**

**WHEREAS**, the Plat of Santiago Bridgewater Estates contains 170 separately platted residential lots; Tract "A" location of landscaped area for residential use; Tract "B" location for lighted and fenced recreational vehicle storage; Tract "C" location of residential walking trails through natural habitat open space and storm basin and easement for Amon Wasteway; Tract "D" location for landscaped and treed community park with picnic and playground facilities; Tract "E" for additional residential natural habitat open space, storm basin and sewer corridor; Tracts "F, G, H, I, J, K and L" for landscaped pedestrian walkways; Tracts "M, N and O" for signage and landscaping each side of the Bridgewater Street entrance and the center median of same; Tract "P" for signage and landscaping the 10<sup>th</sup> Street entrance.

**NOW, THEREFORE**, Declarant hereby declares that all said lots and the property therein as described above shall be held, sold, conveyed, mortgaged, encumbered, leased, rented, used, occupied, developed and improved subject to the following covenants, conditions and restrictions, all of which are and shall be interpreted to be for the purpose of enhancing and protecting the value and attractiveness of said real property. All of the covenants, conditions and restrictions, including but not limited to limitations, reservations, easements, rights-of-access, liens and charges as hereinafter set forth shall constitute covenants which shall run with the land and shall be binding upon Declarant, its successors and assigns, and all parties having or hereafter acquiring any right, title or interest in or to any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1: "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the Common Areas and operating the Association, which is to be paid by each Lot Owner as determined by the Association and as provided herein.

Section 2: "Association" shall mean Bridgewater Estates Homeowners' Association, a Washington non-profit corporation. The Association shall be established by the filing of its Articles of Incorporation (the "Articles") and governed by its Bylaws (the "Bylaws").

Section 3: "Common Area(s)" shall mean all of Tracts "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," "K," "L," "M," "N," and "O" within the Plat of Santiago Bridgewater Estates, and any future utility, landscaping and access control easements which may be created, and all structures, facilities, improvements and landscaping thereon, and all rights and appurtenances relating thereto, and any additional property the Association may lawfully acquire in furtherance of the purposes set forth herein.

Title to the Common Area (s) shall be conveyed to the Association by the Declarant for the benefit of all the Lot Owners upon the completion of all of the improvements designed therefore and approved as required by the City of Kennewick. Every Owner shall have a right and easement of enjoyment in and to the Common Area(s), which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Area(s), the right of the Association to suspend Common Area(s) use rights as provided in the Bylaws and the right of the Association to dedicate or transfer Common Area(s) to any public agency, authority or utility company as provided in the Articles. Any Owners may delegate, in accordance with the Documents, their right of enjoyment to the Common Area(s) and facilities thereon to members of their family, tenants, and contract purchasers who reside on their lot.

Section 4: "Lot" shall mean and refer to one of the separately designated Lots as shown on the recorded Plat, together with any improvements thereon.

Section 5: "Member" shall mean and refer to those persons entitled to membership in the Association as provided herein. See Article II, Section 2.

Section 6: "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of a fee simple title to the entire Plat, any Lot, or a portion of said Plat thereof, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation. Further, if a Lot or other property is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner" as long as they or a successor in interest remains the contract purchaser or purchasing beneficiary under the recorded contract.



Section 7: "Plat" shall mean that certain Plat of Santiago Bridgewater Estates by Declarant in Book 15 of Maps, Page 278 of the official records of the County Recorder of Benton County, Washington, together with any other Plats of all or any portion thereof, as the same are amended from time to time.

Section 8: "Documents" shall mean and include this Declaration, as it may be amended from time to time, the exhibits, if any, attached hereto, the Plat, the Articles and Bylaws, and any "Rules and Regulations" adopted from time to time by the Association as provided herein or in the Bylaws.

Section 9: "Irrigation System" shall mean the irrigation distribution system(s) installed and/or to be installed within the common areas paid by the Association.

Section 10: "Santiago Bridgewater Estates" shall mean only that certain real property legally described above and as shown on the Plat.

## ARTICLE II

### ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

Section 1: "Basic Duties of the Association." The management of the Common Area(s) shall be vested in the Association in accordance with this Declaration and the Articles and Bylaws. The Owners covenant and agree that the administration of the Bridgewater Estates Homeowner's Association shall be in accordance with the provisions of this Declaration, the Articles and the Bylaws, and any Rules and Regulations including Architectural controls adopted by the Association as provided herein or in the Articles and Bylaws, subject to the standards set forth in this Declaration and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Plat.

Section 2: "Membership." The Owner of a Lot shall automatically, upon becoming the Owner of same, be a Member of the Association and shall remain a Member thereof until such time as their ownership ceases for any reason, at which time their membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association. No Owner shall have more than one voting membership.

Section 3: "Transfer of Membership." Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then automatically to the new Owner as provided in Article II, Section 2.

Section 4: "Membership Classes." The Association shall have two (2) classes of voting membership established according to the following provisions:

- A. "Class A Membership" shall be that held by each Owner of a Lot other than Declarant (while two classes of membership exist), and each Class A Member shall be entitled to one (1) vote for each lot owned. If a Lot is owned by more



than one (1) person, each such person shall be a Member of the Association, but there shall be no more than one (1) vote for each Lot.

B. "Class B Membership" shall be that held by Declarant (or its successor), which shall be entitled to three (3) votes for each lot owned by Declarant, provided that class B Membership shall be converted to Class A Membership, and shall forever cease to exist on the occurrence of the following:

- i) The total outstanding votes held b Class A Members equals the total outstanding votes (tripled as above) held by Class B Member.

Declarant may voluntarily convert Class B Membership at any time by notice to the Association.

Section 5: "Association Voting Requirements." Any action by the Association which must have the approval of the Association memberships before being undertaken shall require the vote of fifty-one percent (51%) of the memberships present and voting at a duly called and held meeting of the membership at which a quorum as prescribed herein or in the Bylaws has been constituted or the written assent of fifty-one percent (51%) of the membership unless another percentage is specifically prescribed within this Declaration, the Bylaws, or the Articles.

Section 6: "Vesting of Voting Rights." Voting rights attributable to all Lots owned by Declarant shall vest immediately by virtue of Declarant's ownership thereof. Except for Declarant, no Owner of any Lot shall have any voting rights attributable to that Lot until an Assessment has been levied against that Lot and Owner by the Association pursuant to Article III.

Section 7: "Meetings of the Association." Regular and special meetings of Members of the Association shall be held with the frequency, at the time and place, and in accordance with the provisions of the Bylaws.

Section 8: "Board of Directors." The affairs of the Association shall be managed by a Board of Directors which shall be established and which shall conduct regular and special meetings according to the provisions of the Bylaws.

### ARTICLE III ASSESSMENTS AND CHARGES

Section 1: "Assessment Obligations." Each Owner of any Lot, by acceptance of a Deed or recorded Contract of Sale thereof, whether or not it shall be so expressed in such document, is deemed to covenant and agree to pay to the Association: (a) Regular monthly Assessments, (b) Special Assessments for capital improvements and unexpected expenses, and (c) other charges made or levied by the Association against the Owner or Lot pursuant to the Declaration or the Bylaws, such Assessments and charges to be established and collected as provided herein and in the Bylaws.



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Any part of any Assessment (or other amount due from the Owner to the Association, including interest) not paid when due as established in this Article III shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid and shall be subject to a reasonable late charge not exceeding twenty-five percent (25%) of the delinquent amount as determined by the Board, unless otherwise provided within this Declaration.

The annual and special Assessments and other charge made again an Owner or a Lot pursuant to this Declaration (whether or not a lawsuit or other legal action is instituted or commenced) as provided herein, shall be a charge and a continuing lien upon the Lot (hereinafter "Assessment Lien"). Each such Assessment and charge, together with interest, late charges, costs and reasonable attorneys' fees as provided above, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment or other charge fell due as provided in Article II or elsewhere in this Declaration, but this personal liability shall not pass to successors in title of the Owners unless specifically assumed by them.

The Assessment Lien on each Lot shall be prior and superior to all other liens except (a) all taxes, bonds, Assessments and other levies which, by law, would be superior thereto and (b) the lien or charge of any First Mortgage on that Lot. No Owner of a Lot may exempt themselves from liability for Assessments by waiver of the use or enjoyment of any of the Common Area(s) or by the abandonment of their Lot.

Section 2: "Purpose of Assessments." The Board shall annually determine and fix the amount of the annual (Calendar year) Assessment against each Lot, including those owned by Declarant at an amount now exceeding the maximum annual Assessment for the year in question as described below, and shall notify the Owner of each Lot in writing as to the amount of such annual Assessment not less than forty-five (45) days prior to the date that such Assessment is to commence.

The annual Assessment against each Lot as fixed by the Board shall not exceed the maximum annual Assessment amount then in effect and shall not be decreased by more than twenty percent (20%) of the annual Assessment against the Lot for the prior calendar year without the affirmative vote of Declarant (which Class B Membership exists) and of two-third (2/3) of the voting power of Class A Members voting in person or by proxy at a meeting duly called for this purpose.

Except as to the maximum annual Assessment amount for the first year as set forth below, the maximum annual Assessment shall automatically increase each year by a percentage equal to the percentage increase, if any, in the Consumer Price Index - United States City Average for Urban Wage Earners and Clerical Workers - All Items (published by the Department of Labor, Washington, D.C.) for the year ending within the preceding July (or a similar index chosen by the Board if the above described Index is no longer published) without the vote or approval of the Members of the Association; however, the maximum annual Assessment amount may be increased by an amount in



excess of the amount produced by the foregoing formula only if such increase is approved by the affirmative vote of Declarant (while Class B Membership exists) and of two-thirds (2/3) of the voting power of Class A Members voting in person or by proxy at a meeting duly called for this purpose. All annual Assessments shall be payable in twelve (12) equal monthly installments, four (4) equal quarterly installments, or one (1) annual installment, at the option of the Board. Annual assessment shall begin on AUGUST 1, 2005, in which the maximum Assessment amount per Lot shall be \$ 300.<sup>00</sup> for the year 2005/2006.

Notwithstanding anything to the contrary stated in this Article III, until Class B Membership is terminated pursuant to Article II, Section 4(B), Declarant shall be obligated to pay only twenty-five percent (25%) of the annual Assessment amount fixed for Lots (as they are completed and recorded in Phases) pursuant to this Section III, and shall pay said percentage of the annual Assessment amount in the same manner established for payment of the annual Assessment amount by other Lot Owners, except that Declarant owning Lots shall pay and be liable for the full Assessment amount for any Lot owned by Declarant after said Lot and the Unit on the Lot are first rented or leased to or occupied by another person.

In the event said reduced Assessment amount for Lots owned by Declarant is insufficient to cover the reasonable share of those Lots' contribution toward insurance costs and depreciation reserves for Santiago Bridgewater Estates, as determined by generally accepted cost accounting methods, Declarant shall also pay such amount monthly or quarterly, as applicable, in addition to said reduced Assessment amount for the Lots, as is necessary to cover those Lots' contribution toward the insurance cost and depreciation reserves.

Until Class B Membership is terminated pursuant to Article II, Section 4(b), Declarant shall be responsible for the prompt payment on a current basis of all costs and expenses related to maintenance and repair of the Common Area(s) and other areas required to be maintained by the Association hereunder in the event and to the extent that the funds available to the Association are inadequate for payment of such costs and expenses on a current basis. Declarant's failure to perform the requirements contained in this section shall constitute a default under this Declaration entitling any Lot Owner of First Mortgage to record a notice of lien against Declarant's property interest in Santiago Bridgewater Estates to enforce the provisions of this section.

Section 4: "Special Assessments." In addition to the regular annual Assessments authorized above, the Board may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction reconstruction, repair or replacement of a capital improvement upon the Common Area(s) or other improvements the Association is responsible for maintaining, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated expense normally covered by a regular Assessment and, where necessary, for taxes assessed against the Common Area(s), provided however, that no such special Assessment shall be made without the affirmative vote of Declarant (while Class B

Membership exists) and of two-thirds (2/3) of the voting power of Class A Members voting in person or by proxy at a meeting duly called for this purpose.

Section 5: "Procedures for Voting on Assessments." Written notice of any meeting called for the purpose of taking any action authorized under Article II, Section 3 or 4 shall be sent to all Owners not less than seven (7) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of Members or proxies therefore entitled to cast sixty percent (60) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than seven (7) days following the preceding meeting. While Class B Membership exists, the quorum requirements described above shall apply to both classes and a quorum shall not exist for a meeting unless a quorum of each class is present.

Section 6: "Allocation of Assessment." The Owners of each Lot shall bear an equal share of each regular and special Assessment except as specified in Article III, Section 3 and 4.

Section 7: "Commencement of Assessments." The regular annual Assessment provided for herein shall commence as to each Lot on the first day of the month following the close of escrow on the sale of the first Lot in Santiago Bridgewater Estates by Declarant to another person. Due dates of Assessments shall be established by the Board and notice shall be given to each Lot Owner at least forty-five (45) days prior to any due date, provided that if Assessments are to be due on a monthly basis, no notice shall be required other than an annual notice setting forth the amount of the monthly Assessment and the day of each month on which each Assessment is due.

Section 8. "Effect of Transfer of Lot by Sale or Foreclosure." The sale or transfer of any Lot shall not affect the Assessment Lien or liability for Assessments due and payable except as provided below. No sale or transfer of a Lot shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien therefore. Where, however, the Mortgagor of a First Mortgage or record or another person obtains title to a Lot as a result of foreclosure, trustee's sale, or deed in lieu thereof of any such First Mortgage, such First Mortgage or other person shall not be liable for the Assessments by the Association chargeable to such Lot which became due prior to the acquisition of title to such Lot by such First Mortgage or other persons, and the Assessment Lien therefore on such Lot shall be extinguished.

Such unpaid Assessments shall be deemed to be common expenses collectible from all of the Lots through regular or special Assessments as provided herein. In a voluntary conveyance of a Lot, the grantee of the same shall be personally liable for Assessments or any other charges due to the Association in connection with that Lot which accrued prior to the conveyance unless liability thereof is specifically assumed by the grantee. Any such grantee shall be entitled to a statement from the Association setting forth the amount

of the unpaid Assessments due the Association, and such grantee shall not be liable for not shall the Lot conveyed be subject to a lien for any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement, provided however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

Section 9. "*Remedies for Nonpayment.*" When any Homeowner Assessment or other amount due from an Owner to the Association on behalf of any Lot is not paid within thirty (30) days after the due date, the lien therefore may be enforced by foreclosure of the lien and/or sale of the Lot by the Association, its attorney or other person authorized by this Declaration or by law to make the sale or as provided herein. The lien may be foreclosed and the Lot sold in the same manner as a realty mortgage and property mortgaged thereunder, the Lot may be sold pursuant to the statutory or customary procedures for sales of trust property under deeds of trust (with the Association acting as trustee) or the lien may be enforced or foreclosed in any other manner permitted by law for the enforcement or foreclosure of liens against real property or the sale of property subject to such a lien.

Any such enforcement, foreclosure or sale action may be taken without regard to the value of such Lot, the solvency of the Owner thereof or the relative size of the owner's default. Upon the sale of a Lot pursuant to this section, the purchaser thereof shall be entitled to a deed to the Lot and to immediate possession thereof, and said purchaser may apply to a court of competent jurisdiction for a writ of restitution or other relief for the purpose of acquiring such possession, subject to applicable laws.

The proceeds of any such sale shall be applied as provided by applicable law, but, in the absence of any such law, shall be applied first to discharge costs thereof, including but not limited to court costs, other litigation costs, costs and attorney's fees incurred by the Association, all other expenses of the proceedings, interest, late charges, unpaid Assessments, and other amounts due to the Association, and the balance thereof shall be paid to the Owner. It shall be a condition of any such sale, and any judgments or orders shall so provide, the purchaser shall take the interest in the Lot sold subject to this Declaration.

The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at any sale and to acquire and hold, lease, mortgage, or convey the same. In the event the Owner against whom the original Assessment was made is the purchaser or redemptioner, the lien shall continue in effect and said lien may be enforced by the Association, or by the Board for the Association, for the Lot's Assessments and other amounts that were due prior to the final conclusion of any such foreclosure, sale or equivalent proceedings. Further, notwithstanding any foreclosure of the lien or sale of the Lot, any Assessments and other amount due after applicable of any sale proceeds as provided above shall continue to exist as personal obligations of the defaulting Owner of the Lot to the Association, and the Board may use reasonable efforts to collect the same from said Owner even after they are no longer a Member of the Association.

Section 10: "Suspension of Rights." In addition to all other remedies provided for in this Declaration or at law or in equity, the Board may temporarily suspend the Association voting rights and/or rights to use the Common Area(s) or a Lot Owner who is in default in the payment of any Assessment or any other amount due to the Association, as provided in the Bylaws.

Section 11: "Other Remedies." The rights, remedies and powers created and described in Article III, Sections 9 and 10 and elsewhere in this Declaration, the Articles or the Bylaws are cumulative and may be used or employed by the Association in order or combinations, except as specifically provided to the contrary herein. Without limiting the foregoing sentence, suit or recover a money judgment for unpaid Assessments, interest, rent, costs, attorney's fees and/or other amounts due hereunder, to obtain specific performance of obligations imposed hereunder and/or to obtain injunctive relief may be maintained without foreclosing, waiving, releasing or satisfying the liens created for Assessments or other amounts due hereunder.

Section 12: "Unallocated Taxes." In the event that any taxes are assessed against the Common Area(s) or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under the provisions of this Article III and, if necessary, a special Assessment may be levied equally against all of the Lots in an amount equal to said taxes, as provided in Article III, Section 4.

#### ARTICLE IV DUTIES AND POWERS OF THE ASSOCIATION

Section 1: "Duties and Powers of the Association." In addition to the duties and powers enumerated in the Bylaws and the Articles, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

A Maintain, paint, repair, replace, restore, operate and keep in good condition all of the Common Area(s) and all facilities, improvements, furnishings, equipment and landscaping thereon as well as the exterior of the perimeter entryway, fences and landscaping within the tracts of Santiago Bridgewater Estates, as well as landscape contiguous to existing interior streets and pathways within Santiago Bridgewater Estates which have tree or shrubbery enhancement.

The responsibility of the Association for maintenance and repair shall not extend to repairs or replacement arising out of or caused by the willful or negligent act or neglect of an Owner or their guests, tenants, or invitees. The repair or replacement of any portion of the Common Area(s) or any Lot resulting from such excluded items shall be the responsibility of each Owner. The Association shall be entitled to commence an action at law or in equity to enforce this responsibility and duty and/or recover damages for the breach thereof. Liability hereunder shall be limited to that provided for or allowed in the statutory or case law of the State of Washington.



B. Obtain and continue in effect comprehensive public liability insurance insuring the Association, the Declarant, the agents and employees of each and the Owners and their respective family members, guest, and invitees against any liability incident to the ownership or use of the common Area(s), including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured and a "Severability of Interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners or the Association or other insureds. Such insurance shall be in amounts deemed appropriate by the Board.

Owners shall, at its own expense, keep all improvements continuously insured against fire and extended coverage perils by an insurance company reasonably acceptable to the Association. Said insurance to name the Association and Mortgagor, if any, as additional insureds. Said insurance shall be in amounts to cover the replacement cost of the improvements. In the event of fire and casualty damage to any or all of the improvements, any insurance proceeds arising as a result thereof may at the option of the Mortgagor be applied to the indebtedness secured by a mortgage, provided such proceeds are first used to the extent necessary to restore the site to a clean and orderly condition.

To the extent any such insurance proceeds are not applied to the balance of the mortgage, such proceeds shall be held in trust and be immediately available to and used as soon as possible by Owner for rebuilding, repairing, or otherwise reinstating the same building(s) so destroyed or damaged, or such modified plan as shall be previously approved in writing by the Association and any Mortgagor. Any portion of the insurance proceeds not utilized shall be the property of Owner. Owner shall carry and maintain for the mutual benefit of the Association and Owner public liability insurance against claims for bodily injury, death or property damage occurring on or about and adjacent to the demised premises. Owners shall provide the Association annually, and in a timely manner, with proof of the required insurance endorsement.

Additionally, the Association shall obtain and continue in effect a policy of multi-peril insurance, providing at a minimum fire and extended coverage, said coverage to be obtained on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of all improvements in the Common Area(s). Such policy shall contain extended coverage and replacement cost endorsements (providing for replacement of insured improvements from insurance loss proceeds) and may also contain vandalism and malicious mischief coverage, a stipulated amount clause and a determinable cash adjustment clause or a similar clause to permit cash settlement covering the full value of the improvements. All insurance premiums shall be included in the Assessments of the Association.

If any of the improvements, furnishings or equipment on the Common Area(s) are damaged by fire or other casualty, insurance proceeds to the Association shall be used to rebuild, repair or replace the same substantially in accord with the original plans and specification therefore unless the Association membership otherwise determines in a meeting called for the purpose of considering the same. Any excess insurance proceeds shall be deposited in the general fund of the Association. In the event insurance proceeds

are inadequate therefore, then the Association may levy a special Assessment on Lot Owners therefore as provided in Article III. The Association's use of funds from its general account or levy of a special Assessment shall not constitute a waiver of the Association's or any Owner's right to institute any legal proceeding or suit against the person or persons responsible, purposely or negligently, for the damage.

C. Enforce the provisions of this Declaration by appropriate means, including without limitation the expenditure of funds of the Association, the employment of legal counsel and the commencement of legal actions.

D. Grant and reserve easements where necessary for utilities and sewer facilities over the Common Area(s) to serve the Common Area(s) and Lots.

E. Have the authority to employ a manager or other persons and to contact with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, subject to the Bylaws and restrictions imposed by any governmental or quasi-governmental body or agency having jurisdiction over Santiago Bridgewater Estates.

F. Adopt reasonable Rules and Regulations not inconsistent with the Declaration, the Articles or the Bylaws relating to the use of the common Area(s) and all facilities thereon and the conduct of Owners and their tenants and guests with respect to Santiago Bridgewater Estates and other Owners.

G. Adopt a schedule of reasonable monetary penalties for violation by Owners of the provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations of the Association and impose the same according to procedures in the Bylaws.

#### ARTICLE V USE RESTRICTIONS

Section 1: "Use of Lots as a Single Family Subdivision." All Lots within Santiago Bridgewater Estates shall be known and described as residential Lots and shall be occupied and used for single-family residential purposes only, and construction thereon shall be restricted to single-family manufactured homes and related improvements. The Owners shall use their respective properties for their enjoyment in such manner as not to offend or detract from the other Owners' enjoyment of their own respective properties. No Owner shall carry on any activity of any nature whatsoever on their property that is in derogation or in violation of the laws and statutes of the State of Washington.

No business uses or activities of any kind whatsoever shall be permitted or conducted in Santiago Bridgewater Estates, except as set forth in Article V, Section 2 and Section 4. No public garage, manufacturing, mercantile business, or repair occupation shall be conducted as a significant part of the activity on any Lot. Generally speaking, the operation of commercial businesses in Santiago Bridgewater Estates is not permitted.



However, certain small non-disruptive home businesses may be allowed if the Board are satisfied and approve the business as compatible with the Plat, defined as a Planned Unit Development Zoning with the City of Kennewick. Any approved business operation must secure appropriate licenses from the applicable governmental agency(s) for any home-operated business.

No unsightly objects or nuisance shall be erected, placed or permitted which may endanger the health or unreasonably disturb the Owners or occupant of any Lot. No noxious, illegal or offensive activities shall be conducted on any Lot. No Owner shall bring any action for or cause partition of any Lot, it being agreed that this restriction is necessary in order to preserve the rights of the Owners. Judicial partition by sale of a single Lot owned by two or more persons or entities and the division of the sale proceeds is not prohibited (but partition of title to a single Lot is prohibited).

Section 2: "Nature of Buildings." No buildings or structures other than approved manufactured homes shall be moved from other locations onto any Lot. All improvements erected on a Lot shall be of new construction. No structure of a temporary character and no trailer, basement, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently. Unless otherwise approved by the Director of the City of Kennewick Planning Commission, the minimum development standards must be met according to the Plat. The following shall be minimal requirements for all manufactured homes situated on Lots within Santiago Bridgewater Estates:

- A. All manufactured homes shall comply with the Homeowners' Association and Architectural Control Committee's required appearance regulations.
- B. All manufactured homes shall be the size of a double wide or larger.
- C. All manufactured homes erected, installed or placed on a lot shall undergo "title elimination" and become one with the real estate Lot.
- D. All manufactured homes shall have one or more architectural features that are aesthetically pleasing to the street side (i.e.: dormer, recessed entry, accent siding, shutters, covered porch etc.) and, wherever possible, the front door of the manufactured home will be visible from the street. In the event the front door does not directly face the street, specific emphasis shall be placed for additional aesthetic features to be approved by the Architectural Control Committee.
- E. All manufactured homes installed shall have central air conditioning or a heat pump. No window or wall air-conditioning units, swamp coolers, etc. shall be permitted.
- F. All manufactured homes shall be approved as "*Super Good Cents*" or equivalent energy-efficiency by an applicable city, county, state or federal governmental agency.
- G. All manufactured homes shall have windows, window frames and "in-swing" doors that meet or exceed the "*Super Good Cents*" standards.
- H. All manufactured homes shall have a double-car garage constructed of wood construction or of other material and color approved by the



Architectural Control Committee and constructed within sixty (60) days after placement of the home. Each garage shall be a minimum of 400 square feet. The placement of the garage, the method of "attachment" and the roof pitch shall be approved in advance by the Architectural Control Committee.

- I. All driveways shall be a minimum of 400 square feet and shall be constructed of concrete. Any additional parking accommodations and materials used shall be approved in advance by the Architectural Control Committee. No gravel shall be placed on the property for purposes of additional parking.
- J. Sidewalks are required from the driveway to the front door area and shall be constructed of concrete or other material approved by the Architectural Control Committee.
- K. In addition to city streetlights, approved lights are required for each lot and are available from the Homeowners' Association. Lights are required to be installed at the time of home installation and in a standard location approved by the Architectural Control Committee to give a functional use and uniform appearance.
- L. All manufactured homes shall have a 3/12 or greater roof pitch, with composition shingles or other residential product approved by the Architectural Control Committee.
- M. All manufactured homes shall have eaves on the front, back and sides, subject to the approval of the Architectural Control Committee. All manufactured homes shall have a gutter plan for rain, snow and water run-off.
- N. All manufactured homes shall have a residential-type siding composed of "L-P smart panel," "hardi-plank," concrete fiber product, lapped siding or other product approved by the Architectural Control Committee.
- O. Colors for the home, garage, miscellaneous structures and fences shall be aesthetically pleasing to the community as a whole and shall be approved in advance by the Architectural Control Committee.
- P. Front decks sizes shall be a minimum 3X3 landing.
- Q. All manufactured homes shall be pit set with solid 4" concrete slab or 6" concrete ribbon foundations and tie downs as set forth in the City of Kennewick Municipal Code. All manufactured homes shall have at least one crawl space, a minimum of 2 feet x 3 feet in size with a sloped solid cover of impervious "dressed" material (is: shingles, siding, etc).
- R. Skirting on any manufactured home shall not be metal but concrete in appearance such as block, brick, concrete stem wall or other material as approved by the Architectural Control Committee and as set forth in the City of Kennewick Municipal Code. Skirting must be vented to meet the City of Kennewick Municipal Code and an Elevation Plan submitted to the Architectural Control Committee noting the heights and material of the visible skirting.
- S. Unless otherwise approved by the Director of the City of Kennewick Planning Commission, the minimum development standards must be met

according to the Plat. All manufactured homes and any addition or accessory structure shall conform to and meet or exceed the installation requirements as set forth in the City of Richland Municipal Code. The wheels and tongues of manufactured homes shall be removed before final installation.

- T. All improvements erected on a Lot shall be of new construction. All outbuildings, storage sheds, awnings, porch covers, decks, etc shall be of wood construction or of other material approved by the Architectural Control Committee. No metal construction or pole building shall be permitted.

In the event any Owner of a Lot fails to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant, Architectural Control Committee or the Board, and upon approval by a two-thirds (2/3) vote of the Association, said Association after giving the Owner fifteen (15) days written notice to cure any such default, and the Association shall have the right through its agents and employees to enter upon said Lot and repair, maintain and/or restore the Lot and exterior of the manufactured home and any improvements erected thereon to a reasonable standard for the community.

The Owner in default shall be responsible for the cost thereof and the parties expending funds for such work shall have a lien on the defaulting Owner's Lot for the funds expended, plus a one-time handling fee of five percent (5%), together with interest thereon at the rate of twelve percent (12%) per annum. Said expenditures, handling fees and interest shall be added to and become a part of the Assessment to which said Lot or real property is subject. In addition to the foregoing, any party may utilize remedies available under Article VIII, Section 1 for such Owner's default.

Section 3: "Animals." No animals, livestock or poultry shall be raised, bred or kept on any Lot except customary household pets such as dogs, cats and household birds may be kept, but only such number and types shall be allowed which will not create a nuisance or disturb the health, safety, welfare or quiet enjoyment of the Lots by the Owners. There shall be a maximum limit of two (2) household pets per Lot. Wild, vicious or dangerous animals or dangerous or potentially dangerous dogs shall not be allowed in Santiago Bridgewater Estates. All household pets approved by the Board shall be kept under reasonable control at all times and in accordance with applicable laws, including licensing and leash laws. All Lot Owners shall maintain and keep current vaccinations for their household pets and are required to have their household pets spayed or neutered.

All animal wastes must be promptly disposed of in accordance with applicable city or county regulations. No Owner shall breed animals on their Lot or construct or maintain a kennel of any kind. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal constitutes a customary household pet or is a nuisance, or whether the number of animals or birds

maintained on any portion of Santiago Bridgewater Estates is reasonable. Any decision rendered by the Board shall be final.

Section 4. **"Signs, Restrictions on Commercial Uses."** No sign of a commercial nature, except for one "For Rent" or one "For Sale" sign per Lot of no more than five 5) square feet shall be allowed in Santiago Bridgewater Estates. No signs may be installed or placed upon the Common Area(s) except as provided in the Bylaws. No billboards, stores, offices or other places of business of any character or any institution or other place for the care or treatment of the sick, disabled, physically or mentally ill shall be placed or permitted to remain on any of said Lots, nor shall any theater, bar, restaurant, saloon or other place of entertainment ever be erected or permitted on any Lot, and no business of any kind or character whatsoever shall be conducted in or from any Lot except as provided in Article V, Section 1.

No unsightly objects or nuisance shall be erected, placed or permitted on any Lot. Notwithstanding any provision contained herein to the contrary, it shall be expressly permissible for the Declarant or Owner to move, locate and maintain, during the period of construction and sale of Lots, on such portions of Santiago Bridgewater Estates owned by that party as that party may from time to time select, such facilities as in the sole opinion of that party shall be reasonably required, convenient or incidental to the construction of houses and sale of Lots, including, but not limited to, business offices, storage areas, trailers, temporary buildings, construction yards, construction materials and equipment of any kind, signs, models and sales offices, subject to prior approval thereof by the Declarant.

Section 5: **"Use of Garages."** No garages or any other buildings whatsoever shall be constructed on any Lot until a house shall have been erected thereon (or is being erected thereon) or until a contract with a reliable and responsible contractor shall have been entered into for the construction for a house, which shall comply with the restrictions herein. The restrictions and conditions set forth above shall not be applicable to Declarant. No garage may be converted to living space or for recreational use without the prior written consent of the Architectural Control Committee.

Section 6: **"Size of Houses."** All manufactured homes shall have a minimum of 1120 square feet, exclusive of open porches, armadas, patios, balconies, pergolas, if any, or attached garage. Basements and two story structures shall be allowed.

Section 7: **"Solar Collectors and Television or Satellite Dishes."** Solar Collectors and Television or Satellite Dishes and related equipment may be installed on roofs of house and elsewhere on Lots, provided written approval is obtained from the Architectural Control Committee pursuant to Article VII. The Association, through the Architectural Control committee, may from time to time adopt guidelines concerning the types of Solar Collectors and Television or Satellite Dishes and related equipment which may be installed on Lots and Common Area(s) and acceptable means of installation therefore. No Television or Satellite Dishes shall be visible from roadways of Lots, other Lots within Santiago Bridgewater Estates or its Common Areas.

Section 8: **"Storage Sheds and Swings."** No storage sheds or similar or related type objects shall be located on any Lot if the height of such object is greater than the height of the fence on or adjoining said Lot or if such object is visible from the front of the Lot. All swings and slides (including those used in connection with a swimming pool) shall be at least five (5) feet from all fences located on or near perimeter Lot lines.

Section 9: **"Screening Materials."** All screening areas, whether fences, hedges or walls, shall be maintained and replaced from time to time on the Lots by the Owners thereof in accordance with the original construction of the improvements by the Declarant, or as approved by the Architectural Control Committee pursuant to Article VII.

Section 10: **"Garbage and Rubbish, Storage Areas."** Each Lot shall be maintained free of rubbish, trash, garbage or other unsightly items or equipment and the same shall be promptly removed from each Lot and not allowed to accumulate thereon. No garbage, trash or other waste materials shall be burned on any Lot. Garbage cans, clotheslines, woodpiles and areas for the storage of equipment and unsightly items shall be kept screened by adequate fencing or other aesthetically pleasing materials acceptable to the Architectural Control Committee so as to conceal same from the view of adjacent Lots and streets.

No machinery or scrap equipment, implements, scarp automobiles or conspicuous parts of such equipment may be stored or accumulated on the property. All rubbish, trash, garbage or other unsightly items or equipment shall be stored in an appropriate and approved refuge container. Properly sealed plastic bags containing lawn or garden clippings only shall be left at the designated pick-up location on a trash day. The refuge container shall be placed at the pickup site no earlier than the night prior to pick-up and must be removed from the street and placed on the Owner's property in a location not visible from the street no later than the morning of the day after pick-up.

Section 11: **"Vehicles."** No vehicle, wagon, trailer, camper, motor home or boat of any type which is unlicensed, abandoned or inoperative shall be stored or kept on any Lot or in front of any Lot in such manner as to be visible from any other Lot or any street or alleyway within or adjacent to Santiago Bridgewater Estates. No vehicles, wagons, trailers, campers, motor homes or boats or other mechanical equipment may be dismantled or allowed to accumulate on any Lot or in front of any Lot. Lot Owner shall not cause any major vehicle repairs (except emergency repairs) or vehicle painting to be performed upon a Lot, private or public street or in the Common Area(s).

No commercial vehicle, camper, boat, trailer, motor home or recreational vehicle or similar type vehicle shall be parked in an Owner's front driveway or otherwise on a Lot where it can be seen from any street, except for the temporary parking only not exceeding four (4) consecutive days. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provide that any signs or markings of a commercial nature on such vehicle shall be unobstrusive and inoffensive as determined by the Architectural Control Committee.



Section 12: **"Sanitary Facilities."** None of the Lots shall be used for residential purposes prior to the installation thereon of water-flushed toilets and all bathrooms, toilets and sanitary conveniences shall be inside the house permitted hereunder on each Lot.

Section 13: **"Lights."** Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected therein which in any manner will allow light to be directed or reflected on any other Lot or the common Area(s) or any part thereof without the prior written consent of the Board.

Section 14: **"Window Cover Materials."** Prior to installation of any reflective materials on the windows or any portion of the house or any other area on any Lot, approval and consent must be obtained from the Architectural Control Committee pursuant to Article VII, except such consent shall not be required for any such installations made by the Declarant.

Section 15: **"Drilling and Mining."** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or water wells, tanks, tunnels, mineral extractions or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16: **"Landscaping."** Unless installed by the Declarant of a Lot, the landscaping on each Lot must be installed and substantially in an attractive manner by the Owner within ninety (90) days from the date of close of escrow of a newly acquired or constructed home based upon plans therefore approved in advance by the Architectural Control Committee pursuant to Article VII. The landscape plans submitted to the Architectural Control Committee must include proposed changes in grade to be accomplished as part of the landscaping development.

To protect the utilities and structures within Santiago Bridgewater Estates, the following deciduous trees are not approved for planting within Santiago Bridgewater Estates: Russian Olive, Poplars, Cottonwoods, Black Locust, Weeping Willows, Elms, Sycamore, Catalpa, Tree-of-Heaven, Silver Maple or Box Elder. Landscaping at all times must be maintained by each Owner in a neat and attractive manner, and any alterations or modifications made to the original landscaping and/or grade as originally installed shall be approved in advance by the Architectural Control Committee.

If any Owner does not install and complete approved landscaping within the ninety (90) days period described above or if they do not maintain their landscaping in a neat and attractive manner, the Declarant or the Architectural Control Committee, after giving the Owner fifteen (15) days written notice to cure any such default, shall have the right to cause the necessary landscaping work to be done and the Owner in default shall be responsible for the cost thereof and the party expending funds for such work shall have



a lien on the defaulting Owner's Lot for the funds expended, plus a one-time handling fee of five percent (5%), together with interest thereon at the rate of twelve percent (12%) per annum until paid. In addition to the foregoing, any party may utilize remedies available under Article VIII, Section 1, for such Owner's default.

Section 17. "Leasing." The Owners of Lots shall have the absolutely right to lease their respective Lots and the swelling thereon provided that any such lease is in writing and is specifically made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and the Bylaws and any Rules and Regulations published by the Association. Leases shall also be subject to any Assessments and insurance requirements as set forth within this Declaration. Any Owner who leases their Lot shall provide a copy of the lease to the Association within ten (10) days of its execution, subject to the approval by the Board.

Section 18. "Damage to Common Area(s)." The Owner of each Lot shall be liable to the Association for all damage to the Common Area(s) or improvements thereon to land or properties maintained by the Association caused by such Owner or any occupants, guest or invitee of or to their Lot. The Association shall be entitled to commence an action at law or in equity under Washington State law to enforce this obligation and/or recover damages for the breach thereof.

Section 19. "Speed Limits and Off-Street Parking." Vehicles must be driven at a safe speed at all times and shall not exceed the posted speed limits within Santiago Bridgewater Estates. Street parking shall be permitted on one side of the street only and according to the applicable laws of the City of Kennewick. Vehicles shall be parked only in the designated off-street parking areas, Owner's driveways and where it will not infringe on another Owner's parking.

ARTICLE VI  
FENCES AND EASEMENTS

Section 1. "Fence Requirements." Lots, when developed, may be improved with fences at the option of the Owner. All fencing shall be approved by the Architectural Control Committee. Except as may be installed by Declarant, no side or rear fence and no side or rear wall, other than the wall of the house constructed on said Lot, shall be more than six (6) feet in height and must be constructed of treated stained wood. Fencing shall not be placed closer than 20' to an interior street.

Notwithstanding the foregoing, the prevailing governmental regulations and the provisions of Article VI, Section 3 shall take precedence over these restrictions if said regulations are more restrictive. Unless otherwise approved by the Architectural Control Committee, all fencing and any materials used for fencing, dividing or defining the Lots must be of new material with the "good side out," and erected in a good and workmanlike manner.



The color(s) of the fencing for all Lots will be with the prior approval of the Architectural Control Committee and shall not be changed without the approval of the Architectural Control Committee. This restriction shall not apply to the Declarant. All fences shall be maintained in good condition and repair, and fences, upon being started, must be completed within a reasonable time not exceeding three (3) months from commencement of construction.

Subject to the other provisions of this section, in the event any fence is wholly or partially damaged by any cause, it shall be removed in its entirety or returned to its original condition within thirty (30) days from the date of damage; any fences installed by Declarant and damaged by Owner(s) of the adjacent Lots, their guests, tenants, invitees, agents or members of their family must be promptly restored to their original condition by said Owner(s) of the adjacent Lots. The Association will perform routine maintenance of the exterior sides of certain perimeter fences as provided in Article IV, Section 1, but the Owners of the Lots adjacent to said fences shall be responsible to replace the same in the event of destruction thereof. No fences shall be installed in front yards.

Section 2: "Fences as Party Walls."

- A. Fences which may be constructed upon the dividing line between Lots or adjacent to said dividing line because of minor encroachments due to engineering errors (which are hereby accepted by all Owners in perpetuity) or because existing easements prevent a fence from being located on the dividing line by Declarant shall be maintained and repaired at the joint cost and expense of the adjacent Lot Owners, and fences constructed upon the back of any Lot (which do not adjoin any other Lot) by Declarant shall be maintained and repaired at the cost and expense of the Lot Owner on whose Lot (or immediately adjacent to whose Lot) the fence is installed.

Without limiting the generality of the foregoing, in the event any party wall is wholly or partially damaged or in need of maintenance or repair (other than as a result of any action either of the Owners, their guests, tenants, invitees, agents, or members of their family, which shall be governed by the provisions set forth below), then, each of the adjoining Owners shall share equally in the cost of replacing the party wall or restoring the same to its original condition. For this purpose, said adjoining Owners shall have an easement as more fully described in Article VI, Section 3(B). Such fences shall not be altered or changed in design, color, material or construction from the original installation made by Declarant without the approval of the adjoining Owner(s), if any, and the Architectural Control Committee.

In the event any such fence is damaged or destroyed by the act or acts of one of the adjoining Lot Owners, their family, agents, guests or tenants, that Owner shall be responsible for said damage and shall promptly rebuilt

and repair the fence(s) to its (their) prior condition, at their sole cost and expense. All gates shall be no higher than the adjacent fence.

- B. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, the matter shall be submitted to three (3) arbitrators, one (1) chosen by each of the Owners and the third (3<sup>rd</sup>) arbitrator to be chosen within five (5) days by any judge of the Superior Court of Benton County. A determination of the matter signed by any two (2) of the three (3) arbitrators shall be binding upon the Owners who share the cost of arbitration equally. In the event one (1) Owner fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other Owner, then said requesting Owner shall have the right and power to choose both arbitrators.
- C. Wherever the words "fence" or "fences" or "fencing" appears in this Declaration, they include treated stained wood fences and other materials used as a fence, fences, wall or walls as approved by the Architectural Control Committee (except a wall which is part of a house).

Section 3: **"Easements."**

- A. Easements for installation and maintenance of utilities and drainage facilities have been created as shown on the Plat, and additional easements may be created by grant or reservation by Declarant of a portion of Santiago Bridgewater Estates for the foregoing purposes, or for the purpose set forth in Article VI, Section 3(C). Except as may be installed by any Owner, no structure, planting of other materials shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, if any, or which may obstruct or retard the flow of water through the channels in the drainage easements, if any.

The easement area of each Lot and all improvements located thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible, and except for any easement area referred to in Article VI, Section 3(C), which may be fenced off by a fence installed by Declarant. In the latter case, the easement area shall be maintained by the Owner of the Lot who has use of the easement.



- B. For the purpose of repairing and maintaining any fence or wall located upon the dividing line between Lots (or located near or adjacent thereto because of an existing easement located on the dividing line), an easement not to exceed five (5) feet in width is hereby created over the portion of every Lot immediately adjacent to any perimeter fence or wall to allow the adjoining Owner access for maintenance purposes set forth and no other purpose.
- C. In addition to the foregoing, if a fence is not located on a dividing line between Lots, an easement is hereby created for purposes of constructing and maintaining a fence between Lots over that portion of each Lot adjacent to or near the dividing line wherever a fence may be constructed by Declarant thereof within six (6) months after a house is constructed on any Lot. With respect to any fence not located on a dividing line between Lots but located near or adjacent to such dividing line, an owner of a Lot shall have and is hereby granted a permanent easement over any property immediately adjoining said Owner's Lot up to the middle line of said fence for the use and enjoyment of the same.
- D. The Common Area(s), as defined herein, shall be subject to an easement for access and enjoyment for all members of the Association. All Owners shall have the right to ingress and egress to their respective properties over the Common Area(s), pathways and sidewalks of Santiago Bridgewater Estates.
- E. Each Lot shall be subject to easements for utilities.

**ARTICLE VII  
ARCHITECTURAL CONTROL COMMITTEE**

Section 1: "Creation of Committee." For the purpose of maintaining the aesthetic and beautification features and the architectural and aesthetic integrity and consistency with Santiago Bridgewater Estates, an Architectural Control Committee (the "Committee") of three (3) members is hereby established. The first member of said Architectural Control Committee is 1) Richard Simonian, the second member is 2) Ann Kuykendall and the third member is 3) Lana Franklin. After Santiago Bridgewater Estates has been fully developed (i.e. all Lots have houses constructed thereon) or at such earlier time as Declarant may specify in its sole discretion, the Board of Directors of the Association shall have the right from time to time to remove and/or replace the members of the Architectural Control Committee.

Section 2: "Review by Committee." No building or improvements, fences, walls, antennas (including customary TV antennas), underground TV apparatus, broadcasting towers, other structures, landscaping, or grade changes or conversion of garage areas to living or recreational space shall be commenced, erected, repaired structurally, replaced or altered, except as set forth below, and no changes to exterior colors of any of the foregoing shall be made until the plans and specifications showing the nature, kind, shape, size, height, color, material, floor plan, location and approximate cost of same shall have been submitted to and approved by the Architectural Control Committee.



Failure of the Architectural Control Committee to reject in writing said plans and specifications within forty-five (45) days from the date said plans and specifications were submitted shall constitute approval, provided the design, location, color and kind of materials in the building or improvement or other item to be built, installed or altered in said Lot shall be governed by all of the restrictions herein set forth and said improvement or alteration or other item shall be in harmony with existing buildings and structures in Santiago Bridgewater Estates.

Approval of plans and specifications shall not be unreasonably withheld and rejection of any proposal reflected in plans or specifications must be based on reasonable judgment as to the effect said construction, installation or alteration will have on Santiago Bridgewater Estates as a whole. The Architectural Control Committee shall have the right to refuse to approve any such plans and specifications which are not suitable or desirable in their opinion for aesthetic or other reasons and in so passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed improvements or other structure or alteration, and of the material (including type and color) of which it is to be built, the site (including location, topography, finished grade elevation) upon which it is proposed to be erected, the harmony thereof with the surroundings (including color and quality of materials and workmanship) and the effect of the improvements or other structure or alteration as planned on the adjacent or neighboring property including visibility and view. Any plans and specifications submitted to the Architectural Control Committee that have been disapproved may be re-submitted. All plans and specifications re-submitted to the Architectural Control Committee shall be accompanied with the required and appropriate changes, which would allow approval.

No Lot shall close in escrow until the proposed manufactured home, garage, buildings, landscaping and fencing plans, if any, showing the nature, kind, shape, color, height, materials and site specifications of such manufactured have been approved in writing by the Architectural control Committee. Approval shall include, but not be limited to, the proposed manufactured home's conformity and harmony of exterior design with existing structures in Santiago Bridgewater Estates or as planned for the future, and as to location of the building with respect to topography and finished grade elevation. No manufactured home shall be erected, placed or altered on any Lot without written approval by the Architectural Control Committee.

The restrictions and conditions set forth in this paragraph shall not be applicable to any original construction whatsoever undertaken by the Declarant. The Architectural Control Committee's approval of material submitted to it shall not be interpreted or deemed to be an endorsement or verification of the safety, structural integrity or compliance with applicable or building ordinances of the proposed improvements or alterations and the Owner and/or its agents shall be solely responsible therefore. The Architectural Control Committee and its members shall have no liability for any lack of safety, integrity or compliance thereof. The Architectural Control committee and its members shall have no personal liability for judicial challenges to its decisions and the sole remedy for a

successful challenge to a decision of the architectural control Committee shall be an order overturning the same without creating a right, claim or remedy for damages.

Section 3: "Improvements by Owners." The plans, specifications and elevations of all houses, buildings or other improvements, landscaping and other structures or other items that an Owner (other than Declarant) intends to construct, install or erect in Santiago Bridgewater Estates, whether or not the same is visible from another Lot, Common Area(s) or private or public street shall be subject to the review and approval of the Architectural Control Committee prior to the commencement thereof in accordance with the procedures set forth above.

In addition to the foregoing requirements, such Owners shall strictly comply with the design and improvement standards adopted by Declarant from time to time: for Santiago Bridgewater Estates as such standards are revised from time to time in Declarant's sole discretion, provided that any such Owner may continue construction within Santiago Bridgewater Estates in accordance with plans, specifications and elevations consistent with the standards in effect at the time the plans, specifications and elevations were submitted by Declarant. The Committee shall refuse approval of any such Owner's plans, specifications and elevations if the same do not comply with the standards then in effect.

#### ARTICLE VIII GENERAL

Section 1: "Effect of Declaration and Remedies." The declarations, limitations, easements, covenants, conditions and restrictions contained herein shall run with the land and shall be binding on all persons purchasing or occupying any Lot in Santiago Bridgewater Estates after the date on which this Declaration is recorded. In the event of any violation or attempted violation of these covenants, conditions and restrictions, they may be enforced by an action brought by the Association Architectural Control Committee or by the Owner or Owners (not in default) of any Lot or Lots in Santiago Bridgewater Estates or by Declarant, at law or in equity.

Declarant has no duty to take action to remedy any such default. Remedies shall include, but not be limited to damages, injunctive relief and/or any and all other rights or remedies pursuant to law or equity and the prevailing party shall be entitled to collect all costs incurred and reasonable attorneys' fees sustained in commencing and/or defending and maintaining such lawsuit.

Any breach of these covenants, conditions and restrictions, or any remedy by reason thereof, shall not defeat nor affect the lien of any mortgage or deed of trust made in good faith and for value upon the Lot in question, but all of these covenants, conditions and restrictions shall be binding upon and effective against any owner of a Lot whose title thereto is acquired by foreclosure, trustee's sale or otherwise, and the breach of any of these covenants and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such mortgage or deed of trust.





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

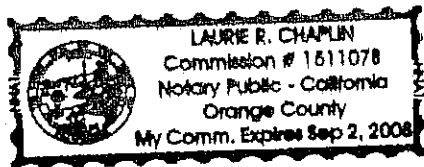
County of Orange } ss.

On February 25, 2005 before me, Laurie R. Chaplin, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard Simonian  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal,

Laurie R. Chaplin  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Preliminary Declaration of Covenants, Conditions and Restrictions

Document Date: February 25, 2005 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here