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CLERK OF COUNTY AUDITOR

"SUMMIT VIEW DEVELOPMENT"

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This declaration made on the date hereinafter set forth by SUMMIT VIEW DEVELOPMENT COMPANY, hereinafter referred to as "DECLARANT" or "DEVELOPER".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Benton, State of Washington, which is more particularly described below, and

WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, easements, rights of access, liens and charges as hereinafter set forth.

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

ARTICLE I: DEFINITIONS:

Section 1. "ASSOCIATION" shall mean and refer to SUMMIT VIEW DEVELOPMENT COMPANY, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "COMMON AREA" shall mean all real property owned by the Association for the common use.

Section 4. "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

mail to Renee Michel
Rt 17 Grand View Lane
Kennewick, Wa. 99337 -1-

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Section 5. "MEMBER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contracts sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "DECLARANT" shall refer to SUMMIT VIEW DEVELOPMENT COMPANY, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purposes of development.

ARTICLE II:

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in Benton County, Washington, and its described as follows:

SUMMIT VIEW subdivision recorded _____, 1992 under Benton County Recording No. _____, in Volume _____, page _____ of plats, records of Benton County, Washington.

ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner or contract purchaser of any lot or lots by acceptance of a deed or real estate contract therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Developer during the developmental period, and thereafter to the Association as hereinafter provided: (1) Monthly assessments or charges, and (2) Special assessments for capital improvements, such as assessments to be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and cost of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of the contract purchaser of such property at the time when the assessment fell due. The personal obligation shall not pass to his successor in title unless expressly assumed by them: Provided, however, that in the case of a sale or a contract for the sale of (assignment of a contract purchaser's interest in) any lot which is charged with the payment of an assessment or assessments payable in installments the person or the entity who is the owner or contract purchaser

immediately prior to the date of any such sale, contract or assignments shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on or after said date.

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties, including, without limitation, and construction, establishment, improvement, repair, and maintenance of the common properties and services and facilities related to the use and enjoyment of the common properties, the tentative establishment and operation of the SUMMIT VIEW PATROL, a tentative private patrol supplementing municipal fire and police protection for residents of the properties, the payment of taxes and insurance of the common properties, and the installation and maintenance of the entry gate and gate house, and the cul-de-sac planters on streets located within the subdivision, and the payment of Trustee's fees to the Trustee appointed hereunder.

Section 3. Amount of the Monthly Assessments. The amount of the monthly assessments shall be as follows:

Each owner or contract purchaser shall pay the amount of \$_____ per month per lot. During such time as title to the common properties is held by the Trustee such sum shall be payable to the Developer. Upon termination of the trust and conveyance of the common properties to the Association the sum shall be payable to the Association. Said monthly assessments may be increased by the Association with a written notice of which shall be sent to all owners or contract purchasers not later than thirty (30) nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount not in excess of the maximum. The monthly assessment may be increased by the Association with the assent of two-thirds (2/3) of the majority of owners or contract purchasers in an amount not in excess of three (3) per cent per year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the owners or contract purchasers who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Date of Commencement of Monthly Assessments - Due Dates. As to each particular lot involved, the liability for the monthly assessments provided for in section 3 of this Article shall begin on the first day of the calendar month following the expiration of six (6) months from the date of the calendar month following occupancy of the premises, whichever is earlier. Said assessment shall be due and payable on such date and on the first day of any special assessments under Section 4 of this Article shall be fixed by the Trustee, or as to the Association, by the resolution authorizing such assessment. No assessments shall be due until the Developer conveys title to the Trustee or the Association to the fully developed common properties.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Water Assessments (Irrigation and Domestic) SUMMIT VIEW DEVELOPMENT COMPANY will supply water. Rate assessment will be set by the Department of Transportation and Utilities Commission. There will be a water meter hook-up fee of _____ per dwelling.

Section 8. Effect of Non-payment of Assessments - Remedies. If any assessment is not paid within thirty (30) days after it was first due and payable, the assessment shall bear interest from the date on which it was due at the rate of 18 per cent (interest corresponding to the then current FHA interest rate then in effect at the time of delinquency) and the Developer or, upon termination of the trust, the Association may bring an action at law against the one personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment and all such sums shall be included in any judgement or decree entered in such suit. No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common properties or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchaser money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure therefore, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties owned by Developer;
- (b) All properties dedicated to and accepted by a local public authority;
- (c) All common properties; and
- (d) All properties owned by a charitable or non-profit organization from taxation by the laws of the State of Washington.

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

ARTICLE IV GENERAL PROTECTIVE COVENANTS

Section 1. Residential Character of Property. The term "residential lots", as used herein, means all of the lots now or hereafter platted on the existing property or the additions there.

No structure or building of any kind shall be erected, altered, placed, or permitted to remain on any residential lot other than the detached single family dwelling for single-family occupancy only, not to exceed thirty-five feet in height with a private garage for three standard size passenger automobiles. (Accessory building heights limitations shall not exceed fifteen feet in height.)

No house trailers shall be allowed to stop on the property. No trailer or unmounted camper shall be stored or parked on the premises.

Section 2. Architectural Review Committee. No building shall be erected, placed or altered on any lot (residential or non-residential) on the property until the building plans, specifications, plot plan, landscaping, and fencing plan, showing the nature, ind, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the owners of Summit View Development Company, or by a representative designated by the owners. In the event there is a failure to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. Neither the owners of Summit View Development Co. or its representatives shall be entitled to any compensation for services performed pursuant to the covenant.

The powers and duties of said committee shall cease if the Summit View Development owners terminate their position as assigned trustees or the trustee shall assume position and duties. All plans, specifications and plot plans which must be submitted to said committee at the following address:

SUMMIT VIEW DEVELOPMENT COMPANY
R.R. 17, GRAND VIEW LANE
KENNEWICK, WA. 99337

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

Section 3. Lot Size. Principal Permitted Uses. The following uses shall be permitted:

- (a) Single family dwellings.
- (b) Limited noncommercial agriculture uses such as vegetable gardens, except that such uses shall be approved by the Architectural Review Committee (ARC).

Section 4. Prohibited Uses.

- (a) The following uses and any other use not expressly permitted are prohibited in the SUMMIT VIEW DEVELOPMENT, no livestock, animals, poultry of any kind shall be raised, bred, or kept except that dogs, cats or other household pets may be kept, Owner shall observe and obey laws applicable to the County of Benton, pertaining to care, control and husbandry of animals and pets.
- (b) Motorized vehicles shall be prohibited to use the open space and trail system.
- (c) Kennels.

Section 5. Lot and Yard Regulations. The lot and yard requirements for SUMMIT VIEW DEVELOPMENT are as follows:

- (a) Minimum front yard setback shall be forty feet;
- (b) Anything else must be approved through the ARC.

Section 6. Residential Structures. Minimum of thirty feet from the property line. All setback lines may be changed at the discretion of the ARC.

Section 7. Business and Commercial Use of Property Prohibited. No trade, craft, business or profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, nor shall any goods, equipment, vehicles (including buses, trucks, and trailers of any description) used for private purposes, be kept, parked, stored, dismantled, or repaired outside on any residential lot which may be or may become an annoyance or nuisance to the neighborhood.

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

No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer informing him of a violation of this provision, the Developer may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the ARC its presence offends the reasonable sensibilities of the occupants of the neighborhoods.

Section 8. Residential Use of Temporary Structures Prohibited. No trailer, basement, tent, shack, garage, barn, or other outbuildings or any structure of any temporary character erected or placed on the property shall at any time be used as a residence temporarily or permanently.

Section 9. Minimum Dwelling Costs. No single family dwelling shall be permitted on any lot at a cost less than \$150,000 exclusive of land, based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be quality and workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted

dwelling size: The ground floor area of the main structure, exclusive of open porch and garages, shall not be less than two thousand five hundred (2,500) square feet for a one-story dwelling or the top two levels of a split level dwelling, nor less than one thousand five hundred (1,500) square feet for the ground floor area of a dwelling of more than one story. (For the purpose of this provision, a home with a daylight basement shall be considered a dwelling of more than one story.)

Section 10. Utility Easements. The grantors for themselves, their successors and assigns, dedicate easements for public utility easement strips as shown in the recorded plats. Said easements are hereby granted to maintain, construct and reconstruct and repair sewer lines, domestic water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat; and whenever the uses of said easement shall cease, the same shall revert to the owner of the land affected by said easement.

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

Section 12. Animals. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, birds, or other household pets may be kept if they are not kept, bred, or maintained for any commercial purpose and that they shall be kept in numbers or under conditions reasonably objectionable in a closely built up residential community.

Section 13. Signs. No signs shall be erected or maintained on any residential lot in the tract, except that not more than one approved FOR SALE or FOR RENT sign placed by the owner or the builder or by a licensed real estate broker, not exceeding eighteen (18) inches high and twenty-four (24) inches long, may be displayed on any lot.

Section 14. Mortgage Protected. Nothing herein contained shall impair or defeat the lien of any mortgage or deed of trust now or hereinafter recorded covering any lot or lots, but title to any property obtained as a result of foreclosure shall hereafter be held subject to all of the provisions herein.

Section 15. Building Setback and Fence Requirements. No building or structure shall be located nearer to the front line of

the lot or nearer to the front line of the lot nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential lot nearer than thirty (30) feet to the front lot line nor nearer than twenty (20) feet to any side street line, except a detached garage and nearer than fifty (50) feet to any rear lot line. No building shall be located nearer than ten (10) feet to any (non-street) side lot line (chimney, porches and decks and decorative fences excepted). No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend near to any street than the minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend wall two feet above the finished grade at the back of said retaining wall. However, no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above the ground except with approval of the ARC.

A patio constructed immediately adjacent to the house on any Lot may be enclosed by a fence. Also a fence may be constructed and maintained to enclose a swimming pool.

Fences shall not be constructed of rustic fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the adjacent lots or building sites or be offensive to the owners or occupants thereof. No radio or television antennas shall be permitted without written approval of the ARC.

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

ARTICLE V EXTERIOR MAINTENANCE

Section 1. In the event an owner of any lot on the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to SUMMIT VIEW DEVELOPMENT COMPANY, SUMMIT VIEW DEVELOPMENT COMPANY shall have right enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 2. Declarant, the ARC or any lot owner shall have the right to enforce any provision of this Declaration or to

recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any lot setting forth a violation, Declarant, the ARC or the agent of either may enter upon such lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such lot. Failure of Declarant, the ARC or any lot owner to enforce any provision herein shall in no event be deemed a waiver of the right to do so.

ARTICLE VI USE RESTRICTIONS

Section 1. Enjoyment of Property. The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other owner's enjoyment of their own respective properties.

Section 2. In Derogation of Law. No owner shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington.

Section 3. Pets. See previous Sections regarding pets.

Section 4. Commercial Activity. There shall be no commercial activity by the owners or contract purchasers within the properties of this development.

Section 5. Edge of Road Requirements. All lots will be required to landscape and maintain the lot from the edge of the pavement to the lots grassed or otherwise landscaped line. Landscaping from the edge of the road will consist of covering the area with similar river rock in the approximate diameter of 1 1/4 inch to 1 3/4 inch, and will be maintained by the owner. The area will be kept free from weeds and debris by the lot owner. The ARC may without liability to itself spray the rocked areas for weeds. Any variation from the above must have the express approval of the ARC. All driveway bar ditches must have galvanized culverts to Benton County specifications.

Section 6. Excessive Water Run-off. Excessive water run-off is the responsibility of the lot owner to control and maintain.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the Developer, and each owner or contract purchaser of a lot or lots subject to this declaration, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration: Provided, however, that the Developer's right to enforce the provisions of this declaration shall terminate at such time as the Developer shall cease to be owner of a lot or lots subject to his declaration. Failure of the Trustee, the Developer, or any such owner or contract purchaser to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions of judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Trustee, the owner or contract purchaser of any lot subject to this declaration, including the Developer, their respective legal representatives, heirs, successors, and assigns for a term of 20 years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning 75 per cent of the property described in Exhibit "A" shall be filed with the Benton County Auditor.

The covenants and restrictions of this declaration may be amended during the first 20 year period by an instrument signed by not less than the owners or contract purchasers then owning 75 per cent of the property described in Exhibit "A", and thereafter by an instrument signed by not less than the owners or contract purchasers then owning 75 per cent of the property described in exhibit "A". Amendments shall take effect when they have been recorded with the Auditor of Benton County.

OFFICIAL RECORDS

Dated this _____ day of _____, 1992.

SUMMIT VIEW DEVELOPMENT COMPANY

EXHIBIT "A"

SUMMIT VIEW subdivision, recorded _____, 1992 under Benton
County Recording No. _____ in Volume _____, Page
_____ of Plats, records of Benton County, Washington.

Declaration of Covenant

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