

92-25408

THE IMPRESSIONS AT MEADOW SPRINGS  
DECLARATION OF PROTECTIVE COVENANTS, Oct 13 10 03 AM '92  
CONDITIONS, RESTRICTIONS AND EASEMENTS

REC'D  
CLERK  
RECORDS

WHEREAS, Declarants are the owners of certain real property situated in the City of Richland, County of Benton, State of Washington, described below, and known and platted as The Impressions at Meadow Springs (hereafter "The Impressions"); and

WHEREAS, Declarants, by this instrument, intend to create certain protective covenants, conditions and restrictions binding upon ownership at The Impressions;

NOW, THEREFORE, the Declarants do hereby establish the following protective covenants, conditions and restrictions:

ARTICLE I

Definitions

1. "Declarants" shall mean Robert W. Young and Jacqueline Young, individuals, their successors and assigns.
2. "Owner" shall mean the owner of record, whether one or more persons or entities of a fee simple title to any Lot which is a part of The Impressions at Meadow Springs. Declarants shall be considered an owner within this definition for so long as they own any properties within The Impressions or any property subsequently annexed thereto.
3. "Lot" shall mean plots of land designated for residential use within The Impressions and identified on the plats thereof by Arabic numerals.

EXCISE TAX NOT REQUIRED  
BENTON COUNTY TAX DIVISION  
BY *[Signature]* DEPUTY

CHICAGO TITLE INSURANCE CO.

4. "These Covenants" shall mean the Protective Covenants, Conditions and Restrictions set forth in this Declaration, as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

## ARTICLE II

### Property Subject to These Covenants

1. Initial Development. Declarants hereby declare that all of the real property described below is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

Block 1, Lots 1 through 7 inclusive; Block 2, Lots 1 through 20 inclusive; Block 3, Lots 1 through 24 inclusive; Block 4, Lots 1 through 8 inclusive; Block 5, Lots 1 through 2 inclusive; within the plat of The Impressions at Meadow Springs, recorded on the 7th day of August, 1992, in Volume 14 of Plats at page 121 of the Records of Benton County Auditor, Benton County, State of Washington.

The above property together with other real property from time to time annexed thereto and made subject to these covenants shall constitute The Impressions.

2. Annexation of Subsequent Phases of The Impressions. Declarants may from time to time annex to The Impressions any adjacent real property now or hereafter acquired by it. The annexation of such additional phases shall be accomplished as follows:

a. The Declarants shall record a declaration which shall, among other things, describe the real property to be annexed, establish any additional or different limitations,

restrictions, covenants and conditions which are intended to be applicable to such property, and declare that such property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to these covenants.

b. The property included by any such annexation shall thereby become a part of these covenants.

c. Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed area may:

(1) Establish such new land classifications and such limitations, restrictions, covenants and conditions with respect thereto as Declarants may deem to be appropriate for the development of such annexed property subject to applicable municipal regulations.

(2) With respect to existing land classifications, establish such additional or different limitations, restrictions, covenants and conditions with respect thereto as Declarants may deem to be appropriate for the development of such annexed property subject to applicable municipal regulations.

### ARTICLE III

#### Formation of Homeowners' Association

1. Formation. Until seventy percent (70%) of the platted lots have sold, the functions of the Homeowner's Association described below shall be conducted by the Committee of Land Owners as identified in Article VII herein. After the sale of seventy

percent (70%) of the platted lots, the Owners shall form a Homeowner's Association.

2. Membership-Voting. All persons owning or acquiring a residential building Lot at The Impressions shall automatically become members of The Impressions Homeowners' Association. Such ownership shall be the sole qualification for membership. Membership is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot within said real property. Upon the transfer of a fee interest to, or upon the execution and delivery of a real estate contract for the sale of any Lot, the membership in the Association shall be deemed transferred to the grantee, contract purchasers or new contract purchaser, as the case may be. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot owned by more than one person shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot. When one person owns more than one Lot, he shall cast a separate vote for each Lot owned.

3. Function. The Association's functions shall include among other things management of common properties, administration and collection of assessments and the enforcement of liens, covenants, restrictions and easements as well as architectural control as herein set forth.

## OFFICIAL RECORDS

4. Management. The Association formed by these covenants shall be managed by a Board of Directors composed of three (3) members of the Association. The Association shall conduct its business in accordance with the Bylaws attached hereto as Exhibit "A". The Declarants shall constitute the initial Board of Directors.

5. Incorporation. The Association may be incorporated upon a majority vote of its members.

6. Liability. Neither the Association nor any member thereof shall be liable to any owner, occupant, builder or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Association or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith. The Association shall obtain liability insurance coverage appropriate to the functions undertaken by them as set forth in these Declarations.

## ARTICLE IV

Common Properties

The common properties at The Impressions are identified in the recorded plat described in Article II. Such right of use and enjoyment shall be appurtenant to and shall pass with title to, or contract purchaser's interest in, any Lot or designated parcel of property within said plat of record, subject to such restrictions regarding use as are duly adopted by the Association.

## ARTICLE V

Assessments1. Creation of Lien and Personal Obligation for Assessments.

Each owner or contract purchaser of any Lot or Lots within The Impressions, by acceptance of a deed or real estate contract herein, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association monthly assessments and special assessments for the purposes hereafter set forth. This agreement to pay shall be the personal obligation of each owner or contract purchaser. No sale or transfer of any lot shall extinguish the personal obligation of the transferor for amounts falling due prior to sale or transfer. This personal obligation for assessments is in addition to the lien described below.

All assessments, together with interest and collection costs (including reasonable attorney's fees) shall be a continuing lien upon the property against which each such assessment is made. The date of the priority of said continuing lien shall be as of the date of the assessment. Each assessment, together with such interest, costs of collection thereof and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner or contract purchaser of such property at the time when the assessment fell due. The foregoing lien shall be subordinate to the lien of any underlying real estate contract, first mortgage or deed of trust. No sale or transfer of any Lot shall affect any lien hereunder which has already attached or which relates to any

assessment which has already become due, nor shall any sale or transfer relieve such Lot from liability for any assessments thereafter becoming due.

2. Purpose of Assessment. The assessments shall be used exclusively for the benefit of common properties including, without limitation, the construction, establishment, improvement, repair and maintenance of the common property, and lighting and plantings.

3. Amount of Monthly Assessments. There shall be no assessments until the Declarant has sold at least seventy percent (70%) of the residential Lots. Thereafter, the amount of the monthly assessments shall be determined initially by the owners at a special meeting called for this purpose on or after January 15, 1993. Said monthly assessments may be increased by the Board of Directors with the consent of two-thirds (2/3) of Lot owners. The monthly assessment, once determined by the Board of Directors may be increased by the Association without the consent of said two-third (2/3) owner in the Association in an amount not to exceed twenty percent (20%) per year.

4. Special Assessment for Capital Improvement. In addition to the assessments authorized in Section 3 above, the Association, through its Board of Directors, 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 areas or property used for the common benefit, provided

that any such special assessment shall have the assent of eighty percent (80%) of the owners.

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

6. Exempt Property. The following properties shall be exempt from the assessment:

(a) All properties dedicated to and accepted by local public authority;

and

(b) All common property.

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

#### ARTICLE VI

##### Residential Covenants

1. Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one a single family

dwelling with an attached two or three car garage. The structure shall not to exceed two and one-half stories in height or 30 feet. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or camping trailer kept for personal use, provided location of any such structure is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the residence constructed on such Lot. The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any Lot, to store construction materials and equipment on said Lots in the normal course of construction and to use any single family residence as a sales office or a model home for purposes of sales in The Impressions or any property annexed thereto.

2. Dwelling Size. The ground floor area of a one-story dwelling, exclusive of open porches and garage shall not be less than 1,400 square feet. In the event of a multi-level or two story dwelling, the principal living level(s) shall have a minimum living space of not less than 814 square feet, exclusive of open porches and garages.

3. Building Setbacks. All dwellings shall be located 20 feet from the front Lot line, the rear dwelling line shall be at least 20 feet from the rear Lot line (unless waived in writing by Committee of Landowners or the Association), and the dwelling shall be located at least six feet from each side Lot line. On corner

Lots, the side yard shall be a minimum of 20 feet on the side abutting the street. For the purpose of setback determinations, all Lots which are bordered on one side by a public street and on an adjacent side by a cul-de-sac shall be considered corner Lots.

4. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat. An easement for drainage is reserved over a five (5) foot wide strip along each side of interior Lot lines and over the rear five (5) feet of each Lot unless otherwise noted on the recorded FHA grading and drainage plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow of drainage canals in the easements or which may obstruct or retard the flow of water through the drainage canals in the easements. The easements of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility company is responsible.

5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. Temporary Structures. Except during construction, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence whether temporarily or permanently.

7. Parking. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, bus, truck (other than standard size

pickup truck), inoperable automobile, boat or similar equipment, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any Lot, dedicated street or other area within the Property, other than temporarily (for purposes of loading and unloading of passengers or personal property), unless placed or maintained within an enclosed garage. Exempt from the foregoing are boats, campers and recreational vehicles which may be stored in driveways or along side garages from Memorial Day through Labor Day. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property, except as reasonably necessary to the execution of the rights or duties of the Declarant or the Association under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business, wherever conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any Lot, or on any dedicated street within the Project.

8. Fences. In no event shall side yard fences project beyond the front walls of any dwelling or garage. Fences shall be constructed of wood and shall not detract from the appearances of the dwelling houses located upon the adjacent Lots or building sites or be offensive to the owners or occupants thereof. In no

event shall any fence exceed six (6) feet in height from the finished Lot grade.

9. Recreation. Driveway basketball hoops are acceptable. All activities shall be restricted to Lots or common areas specifically designated by the Committee of Landowners or Association. Activities conducted in any street or cul-de-sac turnaround will be considered a nuisance.

10. Signs. No signs shall be erected on any Lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarants or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any Lot. This restriction shall not prohibit the temporary placement of a professional sign by the Declarants, any of which must comply with the City of Richland sign ordinances.

11. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot. Indoor household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Outdoor household pets are restricted to two dogs and/or three cats per household who shall not be allowed to run loose or at large.

12. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All incinerators or other equipment for the storage or

disposal of such materials shall be kept in a clean and sanitary condition.

13. Antennas and Service Facilities. Exterior antennas shall not be permitted to be placed upon the roof of any structure on any Lot so as to be visible from the street in front of said Lot. Clothes lines and other service facilities shall be screened so as not to be viewed from the street. No satellite dishes shall be allowed.

14. Completion. Construction of any dwelling shall be completed, including exterior decoration within eight (8) months from the date of the start of construction. All Lots shall be kept in a neat and orderly condition and free of brush, vines, weeds, debris, and the grass thereon cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard.

15. Exterior Finish. The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping within The Impressions at Meadow Springs. Exterior colors must be approved as provided in Article VII. Exterior trim, fences, doors, railings, decks, eaves, gutters, and exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.

16. Exterior Materials. Unless specifically waived in writing by the Committee of Landowners or Association, roofing material must be cedar shingle, shake, tile, or Class A 25 year

composition shingle; siding material shall be "lap" type siding of good quality; and window encasements must be vinyl or wood. Any other exterior material must be approved as provided in Article VII.

17. Trees. At completion of construction, unless otherwise approved in writing by the Landowners Committee or Association, each Owner shall plant at least two trees that are at least one and one half inch caliper branched trees adjacent to the street right-of-way in the front yard. In the case of corner Lots, such trees shall be planted so that each side fronting on a street or cul-de-sac contains at least one tree. Such trees shall be placed in a manner equidistant from each other and from the adjacent Lot lines.

#### ARTICLE VII

##### ARCHITECTURAL CONTROL

1. Committee of Land Owners. In those circumstances where a Lot Owner must obtain the approval of the Homeowner's Association, and the Homeowner's Association has not yet been formed, approval may be sought from the Committee of Landowners consisting of the following individuals: Robert W. Young, Robert A. Johnson and Kent D. Worley. When seventy percent (70%) of the platted lots are sold this Committee shall dissolve and be replaced by the Homeowner's Association. All references herein to approval by the Association shall refer to either the Committee of Landowners or the Homeowner's Association, whichever is in existence.

2. Approval of Plans by Association. No building, structure, or storage unit shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications, and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular building site have been submitted to and approved in writing by the Association. All plans and specifications for approval by the Association must be submitted at least ten days prior to the proposed construction starting date. For purposes of architectural control, the Association shall act through it's Board of Directors.

3. Procedures. In the event the Association fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. Nonwaiver. Consent by the Association to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

5. Discretion. The Association may, at its sole discretion, withhold consent to any proposed work if the Association finds that the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the Declarants intend

for any phase, or the entirety of The Impressions. Considerations such as site, shape, size, color, design, height, or other effect on the enjoyment on other Lots and any other factors which the Association reasonably believes to be relevant, may be taken into account by the Association in determining whether or not to consent to any proposed work.

#### ARTICLE VIII

##### General Provisions

1. Term. These covenants shall run with the land with respect to all property within The Impressions and any subsequently annexed properties and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein.

2. Amendment. These declarations, conditions and covenants can be terminated and revoked or amended only by duly recording an instrument which contains an agreement providing for termination and revocation or amendment, and which is signed by the owners of seventy percent (70%) of the platted Lots.

3. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action to enforce any provision herein shall recover a reasonable sum as attorney fees and costs of the action.

4. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

5. Heirs, Assigns, Personal Representatives, and Successors in Interest Bound. Unless and until amended, changed, revoked or terminated as above provided, the provisions hereof shall remain in full force and effect as covenants, restrictions, easements, rights, liens, and encumbrances running with the land and binding upon the Real Property and any and all parts thereof, all Owners and other parties in interest thereto and their heirs, assigns, personal representatives and successors in interest. Accepting an interest in and to any portion of the Real Property shall constitute an agreement by any person, firm or corporation accepting such an interest, that they and each of them shall be bound by and subject to the provisions of this instrument.

6. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declarant are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Parcel in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Parcel agrees to hold Declarant harmless therefrom.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 2nd day of October, 1992.

Robert W. Young  
ROBERT W. YOUNG

Jacqueline L. Young  
JACQUELINE YOUNG

STATE OF WASHINGTON )  
County of Benton ) ss.

On this 2nd day of October, 1992, personally appeared before me ROBERT W. YOUNG, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN UNDER my hand and official seal this 2nd day of October, 1992.

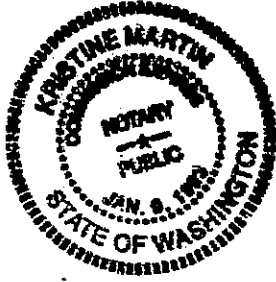


Kristine Martini  
Notary Public in and for the State of Washington, residing at Kennedick  
My Commission Expires: 1-9-93

STATE OF Washington )  
County of Benton ) ss.

On this 5th day of October, 1992, personally appeared before me JACQUELINE YOUNG, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

GIVEN UNDER my hand and official seal this 5th day of October 1992.



Kristine M. Martin  
Notary Public in and for the State  
of Washington, residing at Kennelworth  
My Commission Expires: 1-9-93

**BYLAWS**  
**FOR**  
**THE IMPRESSIONS AT MEADOW SPRINGS**

**ARTICLE I**

**Board of Directors/Officers**

**Section 1.1** Administration of the Association shall be by a Board of three (3) directors elected from among The Impressions at Meadow Springs Lot owners. This board shall elect a president, vice-president, and secretary/treasurer from among its members.

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

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

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

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

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

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

**EXHIBIT "A"**

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

## ARTICLE II

### Owners' Meetings

**Section 2.1** There shall be an annual meeting of the owners in the first quarter of each year beginning in 1993 at such reasonable place and time as may be designated by written notice of the Board delivered to the owners no less than ten (10) days prior to the date fixed for said meeting.

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

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

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

## ARTICLE III

### Amendments

These Bylaws may be amended by the Association at an annual or special meeting, or, if not, by mail, notice of which has included notification of the proposed amendments, by the favorable vote of at least sixty percent (60%) of the owners.

DATED at Richland, Washington, this \_\_\_\_\_ day of March, 1992.

THE IMPRESSIONS HOMEOWNERS' ASSOCIATION

By: \_\_\_\_\_  
PRESIDENT

By: \_\_\_\_\_  
SECRETARY

EXHIBIT "A"