

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND RESERVATIONS**

FOR

SKYLINE SOUTH

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS for Skyline South (the “Declaration”) is made by Dennis Sawby Construction, LLC, a Washington limited liability company (“Declarant”) and effective as of this _____ day of _____, 2024.

ARTICLE I: DEFINITIONS:

Section 1. “Association” shall mean and refer to the Developer, its successors and assigns.

Section 2. “Properties” shall mean and refer to that certain real property described herein 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 and Tracts. Skyline South is made up of 54 Lots.

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 contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. “Declarant” shall refer to the Developer, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. Declarant shall maintain control over Skyline South during the development period which is the period prior to conveyance of 100% of the Lots to persons other than Declarant.

Section 7. “Skyline South” shall mean the common interest community created by the plat of Skyline South as recorded with the Benton County Auditor.

ARTICLE II: LEGAL DESCRIPTION

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 is described on Exhibit A.

ARTICLE III: GENERAL PROTECTIVE COVENANTS

Section 1. Resident Character of Property. The term “Residential Lot,” as used herein, means all of the Lots now or hereafter platted on the existing property or the additions thereto.

Section 2. Parking. No commercial-type trucks or trailers shall be parked or permitted to remain on any Lot, unless the same is stored or placed in a garage. Campers or other trailers used exclusively for recreational purposes, motor homes, boats used for recreational purposes or motorcycles may be stored on a Lot, provided that such vehicles on a Lot shall at all times be parked adjacent to the garage portion of each dwelling and be screened from view by means of a hedge, fence and/or gate that satisfies the requirements of Section 15. No such vehicles shall be parked overnight on any street adjoining any Lot; provided that such vehicles belonging to guests may occasionally be so parked. No motor vehicles, inoperative for reasons of mechanical failure, shall be parked and/or stored on any Lot or in the street right-of-way for more than 72 hours.

Section 3. Architectural Review Committee (hereinafter referred to as “ARC”). No building shall be erected, placed or altered on any Lot (residential or non-residential) on the property until the builder, building plans, specifications, plot plan, landscaping, fencing plan, and exterior color selections showing the nature, shape, height, materials, and location of such building have been approved in writing as to conformity and harmony of external design and color with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Developer of Skyline South, or by a representative designated by the Developer. In the event there is a failure to approve or disapprove such design and location within 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 Developer of Skyline South nor its representatives shall be entitled to any compensation for services performed pursuant to the covenant. All plans, specifications, exterior color selections and plot plans shall be submitted to Jenifer Sawby (“ARC”) at the following address:

E-mail: jenifersawby@windermere.com

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

Section 4. Lot Size; Principal Permitted Uses. Upon approval by the ARC, the following uses shall be permitted:

- (a) Single family dwellings.
- (b) Limited noncommercial agriculture uses such as vegetable gardens.
- (c) Accessory buildings (Shed).

The owners shall use their respective properties to their enjoyment in such a manner so as not to offend or detract from other owners’ enjoyment of their own respective properties.

Section 5. Residential Structure Setbacks. The residential structure requirements for Skyline South are as follows:

(a) Setback will be in accordance with the City of Richland.

(b) Any exceptions must be approved through the ARC.

(c) Plot plan showing house setbacks on all lots must be submitted and approved by the ARC prior to construction. The ARC reserves the right to change the setbacks if warranted at the sole discretion of the ARC.

Section 6. Prohibited Uses.

(a) 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, with the exception of the developer or builder maintaining a sales office or model home on the subject property for the purpose of selling property located within the subject area. Declarant, during the development period, may approve the allowance of a home office at the home of the property owner. No goods, equipment, vehicles (including buses, trucks, and trailers of any description) used for private or commercial purposes be kept, parked, stored, dismantled, or repaired outside on any Residential Lot.

(b) The following uses and any other use not expressly permitted are prohibited in Skyline South: no livestock, animals, poultry of any kind shall be raised, bred, or kept except that dogs, cats or other household pets are permitted. Owner shall observe and obey laws applicable to the County of Benton, pertaining to care, control and husbandry of animals and pets.

(c) Kennels in which any animal is contained permanently. The ARC may allow a "Run." It shall be no less than 48 square feet and no larger than 80 square feet, using approved fencing material. A dog barking in excess shall be considered a nuisance and shall be controlled by the owner. An unreasonable accumulation of animal waste may be cause for objection due to site and smell. Any Run shall be maintained in good and sanitary condition by the owner.

(d) 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 statues of the State of Washington.

Section 7. Visual Nuisance.

(a) 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 construction and landscaping work shall not be dumped onto public streets, utility easements or ditches. Paper, plastic and construction wrappings shall not be allowed to blow onto neighboring lots or property. 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, and garbage, yard rakings, other such materials from his property or the streets

and ditches adjacent thereto, within 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 the 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 their 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.

(b) No owner or contract purchaser of any Residential Lot shall permit any vehicle owned by them or by any member of their 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 48 hours. Should any such owner or contract purchaser fail to remove such vehicle within two days following the date on which notice is mailed to them by the developer informing them 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 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, bam, 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. 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 or repair sewer lines, domestic and irrigation water lines, telephone lines and lines for the delivery of electric energy as the same are constructed and installed at the time of or after 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. No permanent structures, storage of equipment, construction materials or cars, recreational vehicles, campers or trailers shall be built or placed on a utility easement.

Section 10. 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 six months from the date of commencement of construction. Full Lot landscaping shall be completed at the time the Certificate of Occupancy is issued.

Section 11. Animals. No animals, 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 acceptable in a closely built-up residential community.

Section 12. 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 18 inches in height and 24 inches in length, may be displayed on any Lot.

Section 13. Mortgage Protected. Nothing herein contained shall impair or defect 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 14. Building Setback and Fence Requirements. No building or structure including a detached garage shall be located nearer to the frontline of the Lot or nearer to the side street Lot line than the building setback lines shown on the recorded plat. Nothing shall prevent the erection of a necessary retaining wall.

Approved fencing shall be stone, block, brick, vinyl, or wrought iron and shall be in accordance with the ARC approved design. All other fencing materials, colors, stains, if any, must be approved by the ARC. Cedar fences are prohibited. All fencing plans shall be approved by the ARC before commencement of construction. 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.

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. In the event there is a conflict of setback distances and requirements between the ARC and City of West Richland setbacks shall take precedence.

Section 15. Building Restrictions.

(a) *Exterior finishes and Colors.* All homes shall be required to incorporate brick, stone, or stucco in the exterior finish. Architectural and aesthetic balance shall be a primary concern in determining how much brick, stone, or stucco will be required. Other acceptable sidings are stucco, brick or stone. Windows on the front elevation shall be trimmed and framed using six-inch or wider trim material, unless otherwise approved by the ARC.

(b) *Roofing.* Roofing shall be architectural 30-year grade or higher quality. Only black color is permitted unless otherwise approved by the ARC as compatible with a particular design or style. Roof vents and other ventilation pipes shall be located on the rear elevations, except where impractical, and shall otherwise be installed in an inconspicuous location and manner.

(c) *Exterior Colors.* All homes shall be painted with light or dark earth tones on the body of the house and whites, beiges and light or dark earth tones on the trim of the house. No large contrasts in color shall be used on the body of the house when painted in multiple colors. All colors and color schemes must be approved by the ARC prior to painting the house. No blue, orange, purple, yellow or reds, or variations thereof will be allowed. Some earth tone greens such as olive or sage may be approved.

(d) *Exposed Mechanical Equipment.* Heat pumps, propane tanks, solar devices, chimney flues, hot tub pumps, swimming pools pumps and filtration systems, satellite dishes, and similarly exposed mechanical equipment, shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns. No radio or

television antennas shall be permitted without written approval of the ARC.

(e) *Basketball Equipment.* Basketball backboards shall not be permitted on the roof or walls of the dwelling.

(f) *Driveways and Parking Strips.* Any driveway on the Lot, including additional parking bays located in front of a gate or fence, shall be constructed of concrete, concrete aggregate, or brick. RV pads next to the house shall be concrete or gravel base only.

(g) *Landscaping.* Trees, shrubs and bushes shall not exceed 20 feet in height. All engineered slopes shall be landscaped with black woven fabric and black fractured basalt rock 2"-4" in diameter. All Lot owners shall be required to landscape and maintain their entire Lot. Landscaping from the edge of the road to the front Lot line shall be maintained by the owner. The area will be kept free from weeds and debris by the Lot owner. Any variation from the above must have the express approval of the ARC. Lot owners shall control and maintain water runoff to prevent excessive water runoff onto common areas or neighboring lots.

Section 16. Grading. The owner of any Lot within the Property in which grading or other work has been performed pursuant to any approved grading plan shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Association, or a public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to all assessments described in this Declaration, as may be applicable. An "approved grading plan" means such plans as may have been approved by the ARC and any government agency, if required.

Section 17. Lights. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any lot or any structure or fence or wall erected thereon which in any manner will allow light to be unreasonably directed or reflected on any other lot. Front yard box lights are allowed.

Section 18. Leasing. The owners of Lots shall have the right to lease their respective Lots and the dwelling 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 any reasonable rules and regulations published by the Association. Such lease term must be a minimum of 30 days. No short-term rentals are allowed. Any owner who leases their Lot shall provide notice to the Association, which notice shall include the tenant's name, the number of occupants, the date the lease commences and the date the lease will terminate.

Section 19. Division of Responsibilities Between Townhouse Owners. Owners are responsible for the maintenance and repair of their own Units within their own walls along with the entryways and exterior features of their own units. Maintenance of the adjoining walls between Units will be shared equally between the two Units unless the damage was caused by the negligence of a Unit owner, in which case the negligent Unit owner will be responsible for the cost of repairs. In regard to maintenance and repair of exterior features (including but not limited to roofing, foundations, and exterior painting) which provides structural benefit to multiple Unit owners, the Unit owners effected by the maintenance or repair shall be responsible for such services at the effected Unit owners' expense in equal amounts. In the event that there is

a dispute between Unit owners regarding the necessity or desirability of such maintenance or repairs, such dispute will be brought before the Association Board for a final and binding decision. Unit owners owe other Unit owners a duty of care to utilize their Unit in a manner that does not cause property damage to other Units or Common Areas.

ARTICLE IV: EXTERIOR MAINTENANCE ENFORCEMENT

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 developer, the developer, its successors or assigns, shall have the right to enter upon said parcel to repair, maintain, and restore the Lot and the exterior of the buildings and other improvements erected thereon after 30 days written notice is given 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 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. 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 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 V: THE ASSOCIATION

Section 1. Authority of Association. The Association shall have the authority and obligation to manage and administer the Common Areas, the Limited Common Areas, and to enforce this Declaration. The Association shall also have the authority and obligation to manage and administer the activities of the ACC in its responsibilities as described in this Declaration.

Section 2. Association Membership. Every Owner of a Lot or Parcel shall by reason thereof be a Member of the Association. Membership shall not be separated from ownership of the Lot or Parcel to which it relates.

Section 3. Votes Appurtenant to Lots and Parcels. Only one vote in the Association may be cast for each Lot or Parcel owned. When more than one person holds the beneficial fee interest in any Lot or Parcel, the vote therefore shall be cast as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Parcel. If the several Owners of a Lot or Parcel are unable to agree as to the casting of their vote, such vote shall not be counted. Where a Person owns more than one Lot or Parcel, each vote of such Person may be cast separately.

Section 4. Compliance with Governing Documents. By acceptance of a deed to a Lot or Parcel, execution of a real estate contract to purchase a Lot or Parcel, or any other means of acquisition of an ownership interest in a Lot or Parcel, whether or not it shall be so expressed in any such deed or other instrument, the Owner of each Lot and Parcel covenants and agrees, on behalf of

himself and his heirs, successors, and assigns, to observe and comply with all terms of the Governing Documents, as the same may be lawfully amended from time to time, and all decisions adopted pursuant to the Governing Documents.

Section 5. Rules and Regulations. The Association shall have the power to adopt, amend, and enforce Rules and Regulations governing use of the Real Property or any other matter within the Association's authority, by Association Action; provided, however, that the Rules and Regulations are not inconsistent with any of the Governing Documents. The Association may prescribe fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for the violation of the Governing Documents. The Rules and Regulations shall become effective 30 days after adoption, elimination, or amendment and shall be mailed to all Owners within 14 days after adoption, elimination, or amendment. A copy of the Rules and Regulations then in force shall be retained by the secretary of the Association and shall be available for inspection by any Owner during reasonable business hours. The Rules and Regulations shall have the same force and effect as if set forth herein.

Section 6. Managing Agent. The Association or the Board may, but shall not be required to, contract with a managing agent to assist the Board in the management and operation of the Association and may delegate such of its powers and duties to the managing agent as it deems to be appropriate, except as limited herein. Only the Board can adopt a regular or special budget. Any contract with a managing agent, or any other contract to provide for services, shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one year periods) and shall be terminable by the Association or the Board without payment of a termination fee, with or without cause, on thirty (30) days prior written notice.

ARTICLE VI: ASSOCIATION BUDGET, ASSESSMENTS, AND LIENS

Section 1. Owners' Covenant to Pay Assessments. After the completion of the Development Period, each Owner of a Lot or Parcel by acceptance of a deed to a Lot or Parcel, execution of a real estate contract to purchase a Lot or Parcel, or acquiring an ownership interest in a Lot or Parcel by any other means, whether or not it shall be so expressed in any such deed or other instrument, covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to pay the Association, in advance, all assessments levied as provided herein.

Section 2. Initial Contribution. Upon the closing of the first sale of a Lot, an initial assessment of \$500.00 shall be paid to the Association by the purchaser of such Lot, to pay for Association expenses and to reimburse the Declarant for expenses incurred relative to organizing the Association, preparing the Governing Documents, and construction and maintenance of Common Areas.

Section 3. Association Budget. After expiration of the Development Period, the Board shall prepare, or cause the preparation of, an operating budget for the Association at least annually. The operating budget shall set forth all sums required by the Association, as estimated by the Board, to meet its annual costs and expenses, including but not limited to, the following: all management and administrative costs; operation and maintenance expenses of street lighting (if not maintained by applicable government entity or utility provider), all operating and maintenance expenses of the Common Areas, including the amount of all taxes and assessments levied against, and the costs of liability and other insurance on, the Common Areas; all charges for any services furnished to the Association, including attorneys fees and costs; and the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for

replacements. The funds required to meet the Association's annual costs and expenses shall be raised from a general assessment against each Owner as provided hereafter. The Board may revise the operating budget after its preparation at any time and from time to time as it deems necessary or advisable in order to take into account and defray additional costs and expenses of the Association.

Section 4. Levy of General Assessment against Lot Owners after Expiration of the Development Period. After expiration of the Development Period, in order to meet the costs and expenses projected in its operating budget, the Association shall by Association Action determine and levy in advance on every Lot Owner a general per Lot assessment as follows:

4.1 The general per Lot assessment shall be the amount of the Association's operating budget divided by the sum of the number of Lots.

4.2 The Board shall send to each Lot Owner a copy of the operating budget and notice of the amount of the general assessment (including all information required by RCW 64.38.025 as amended) at least 30 days in advance of the beginning of the assessment period, provided however that notification to a Lot Owner of the operating budget or amount of an assessment shall not be necessary to the validity thereof. The budget and general assessment shall be effective unless disapproved at a meeting by vote of Owners having at least 67% of the Lot Owner votes in the Association. There shall be no obligation to call a meeting to consider the budget or assessment unless a petition of Lot Owners having at least 10% of the Lot Owner votes in the Association is presented to the Board within 10 days after delivery of such notice. If a budget or assessment is disapproved or the Board fails to determine the budget for any year, until a budget is determined, the budget and assessment for the preceding year shall continue.

4.3 Upon any revision by the Board of the operating budget during the assessment period for which such budget was prepared, the Board shall, if necessary, revise the general assessment in the same manner as provided herein for the consideration of an initial general assessment.

Section 5. Extraordinary Use Expenses. If a common expense is caused by the misconduct or negligence of a particular Owner, the Association has the right to treat such expense as an assessment against such Owner and the Owner's Lot or Parcel, and may be collected by the Association in the manner described in this Declaration for collection of assessments.

Section 6. Payment of General Assessment. Upon Association Action, installments of the general assessments may be collected on a monthly, quarterly, semi-annual, or annual basis. Any Owner may prepay one or more installments on any assessment levied by the Association without penalty.

Section 7. Commencement of Assessments. Liability of an Owner for assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Owner becomes operative (such as the date of a deed, the date of a recorded real estate contract for the sale of any Lot, the date of death in the case of a transfer by will or intestate succession, etc.). The Association may in its Rules and Regulations provide for an administratively convenient date for commencement of assessments that is not more than 90 days after the effective date established above. The due dates of any special assessment payments shall be fixed by the Association Action authorizing such special assessment.

Section 8. Certificates and Assessment Payment. Upon request, the Board shall furnish written certificates certifying the extent to which assessment payments on a specified Lot or Parcel are paid and current to the date stated therein. A reasonable charge may be made by the Association for the issuance of such certificates.

Section 9. Special Assessments. In addition to the general assessments authorized by this Article, the Board may levy a special assessment at any time applicable to that year only, for the purpose of defraying the cost of any construction or reconstruction, unexpected repair, or replacement of a capital improvement located upon or forming a part of the Common Areas, including necessary fixtures and personal property related thereto, or for such other purposes as the Board may consider appropriate. Provided, the Declarant shall not be obligated to pay any special assessments on Lots owned by the Declarant during the Development Period. Provided further that any such special assessment in excess of \$500 per Lot must have the prior favorable majority vote of the Members. If a special assessment specially benefits a Parcel, the Parcel shall be assessed the special assessment.

Section 10. Fines Treated as Special Assessments. Any fines levied by the Association pursuant to the Governing Documents or RCW Chapter 64.38 (or successor statute authorizing the imposition of fines) shall be treated as an assessment of the Owner fined, and may be collected by the Association in the manner described in this Declaration for collection of assessments.

Section 11. Lien - Personal Obligation. All assessments (including fines and other charges treated as assessments in this Declaration), together with interest and the cost of collection (including attorneys fees whether or not a suit has been filed) shall be a continuing lien upon the Lot or Parcel against which each such assessment is made. The lien shall be for the benefit of the Association and shall arise in accordance with the terms of the Declaration without necessity of any further action by the Association. The lien shall have all the incidents of a mortgage on real property. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot or Parcel at the time the assessment was due. No Owner may waive or otherwise avoid liability for assessments by non-use of the Common Areas or abandonment of the Lot or Parcel. The sale or transfer of any Lot or any interest therein shall not affect the liens provided for in this Declaration except as otherwise specifically provided for herein.

Section 12. Delinquency. If any assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from said date at twelve percent (12%), or, in the event that twelve percent (12%) exceeds the maximum amount of interest that can be charged by law, then the highest permissible rate as provided by law. A late charge may be applied in accordance with the Associations formally adopted collection policies for any payment more than ten (10) days past due. Each Member hereby expressly grants to the Association, or its agents, the authority to bring all actions against each Member personally for the collection of such assessments as a debt and to enforce lien rights of the Association by all methods for the enforcement of such liens, including foreclosure by an actions brought in the name of the Association in a like manner as a mortgage of real property, and such Member hereby expressly grants to the Association the power of sale in connection with such liens. The Association shall have the power to bid at a foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot obtained by the Association.

Section 13. Suspension of Voting Rights. In the event any Member shall be in arrears in the payment of the assessments due or shall be in default of the performance of any of the terms' of

the Governing Documents for a period of thirty (30) days, the Member's right to vote shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied. In addition, the Association shall have such other remedies against such delinquent Members as may be provided in the Governing Documents.

Section 14. Enforcement of Assessments. The Board may take against any Lot or Parcel Owner such action as is necessary, including the institution of legal proceedings, to enforce the provisions of this Article. Attorneys fees and costs incurred by the Board in enforcing the provisions of this Article shall be assessed against such Lot or Parcel Owner whether or not legal proceedings are instituted and may be collected by the Association in the manner described in this Declaration for collection of assessments.

ARTICLE VII: GENERAL PROVISIONS

Section 1. Enforcement. The Trustee, the developer, and each owner or contract purchaser of a Lot or Lots may enforce this Declaration subject to this 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 this 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 judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Declarant may amend the covenants and restrictions of the Declaration at any time during the Development Period by Declarant's sole signature. The covenants and restrictions of this Declaration shall run with and bind with 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, the irrelative legal representatives, heirs, successors, and assigns for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument terminating these covenants which is signed by not less than the owners or contract purchasers then owning 65% of the Property described in Article II shall be filed with the Benton County Auditor. The covenants and restrictions of this Declaration may be amended during the first 30 year period by an instrument signed by not less than the owners or contract purchasers then owning 65% of the Property described in Article II herein and thereafter by an instrument signed by not less than the owners or contract purchasers then owning 65% of the Property described in Article II herein. Amendments shall take effect when they have been recorded with the Auditor of Benton County.

Section 4. Owner Agreement. Each Lot or home buyer acknowledges by their signature that they have read the covenants, conditions and restrictions and find them reasonable shall comply with them.

DECLARANT:

DENNIS SAWBY CONSTRUCTION, LLC, a Washington limited liability company

By: _____ DENNIS SAWBY, Member

STATE OF WASHINGTON)

ss.

County of Benton)

I certify that I know or have satisfactory evidence that Dennis Sawby is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument, and acknowledged it to be the free and voluntary act of Dennis Sawby Construction, LLC, a Washington limited liability company, for the uses and purposes mentioned in this instrument.

DATED this ____ day of _____, 2024.

Notary Public in and for the State of
Washington, residing at _____
My Commission Expires: _____