

HPM Properties LLC  
26702 Country Meadow Lane  
Kearnewick, WA 99338

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Benton County, Benton County Auditor's Office



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR  
COUNTRY MEADOW HEIGHTS**

THIS DECLARATION is made on the 20<sup>th</sup> day of April,  
2009, by the undersigned Owners of the following described property:

Country Meadow Heights, according to the Plat thereof recorded in  
Volume \_\_\_ of Plats, Page \_\_\_, records of Benton County Washington

herein "the Property"

1-2188-200-0003-000  
Parcel ID: 1-2088-100-0007-000

**I.  
RECITALS**

1.1 These restrictions, covenants, conditions and easements, all of which are for the purpose of enhancing the value desirability and attractiveness of the Property as a desirable residential development, shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of and be binding upon each successor in interest to the Owner thereof. If the parties hereto or their heirs, successors or assigns shall violate or attempt to violate any of the following restrictions, covenants and conditions, it shall be lawful for any other person or persons owning any interest in the Property to prosecute any proceedings at law or in equity to enforce any such restrictions, covenants and conditions and to request either injunctive relief or damages for such violation.

1.2 It is the intent and purpose of these provisions to assure the initial development of the Property in the form of individual small acreages with high quality residences where the future Owners and their families may pursue small scale, part-time agricultural and animal husbandry activities such as may be characterized by

ownership and use of riding horses and 4-H and FFA projects for young people. It is further the intent and purpose of the restrictions and covenants to assure a high quality of dwellings and other structures now and in the future, to protect the health, safety, welfare and security of future monetary investments and to further all things conducive to harmony and compatibility among neighbors. Finally, it is the purpose and intent of these provisions to assure the orderly and development of the Property into a high quality residential area that can be readily integrated with the anticipated growth of the adjacent community.

1.3 If any provision, section, part of section, sentence or clause in this Declaration shall be held unconstitutional or invalid, all other parts, sections, and provisions of this Declaration not expressly held to be so void or unconstitutional shall continue in full force and effect.

## II. DEFINITIONS

2.1 Owner. The term "Owner" shall mean and refer to the record owner or owners of a fee simple title to any Lot or portion of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.2 Association. The term "Association" shall mean the Country Meadow Heights Homeowner's Association, a Washington non-profit corporation.

2.3 Board. The term "Board" shall mean the Board of Directors of the Country Meadow Heights Homeowner's Association, a Washington non-profit corporation.

2.4 Lot. The term "Lot" shall mean the parcels of real property described in the plat or plats of the Property.

2.5 Property. The term "Property" shall mean the real property described in the plat of Country Meadow Heights, as described in Benton County Auditor's File No. 2009-01-3677 and any other real property hereafter subjected to this Declaration by an instrument recorded with the Benton County Auditor. 2-009-01-3677

III.  
ASSOCIATION CREATED

3.1 Organization of the Association. The Association shall be organized as provided herein to represent all Owners. The Association shall be incorporated under the Miscellaneous and Mutual Corporations Act of the State of Washington, RCW 24.06, as now enacted or hereafter amended. The Association shall have articles of incorporation and by-laws as provided in RCW 24.06.

3.2 Duties/Powers of the Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the articles, by-laws and this Declaration. Neither the articles nor by-laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall be specifically empowered to make and collect assessments for the purpose of maintaining common areas and for the performance of any other duties, including enforcement, set forth herein; provided there shall be no assessment against lots which remain in the developer's ownership.

3.3 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a member of the Association. Memberships in the Association shall not be assignable, except to the successor in interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to a Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

3.4 Voting. All voting power shall be exercised by the members of the Association in accordance with the duly adopted by-laws of the Association. Each Owner shall have one vote for each Lot owned.

3.5 Board and Officers. The affairs of the Association shall be conducted by the Board and such officers as the directors may elect or appoint, in accordance with the articles of incorporation or the by-laws, which may be amended from time to time as provided therein. The initial board of directors shall be appointed by the developer, and reappointed annually until 20 lots have been sold. Thereafter the board shall be elected by the membership.

3.6 Powers of the Board. The powers of the Association shall be exercised by and through the Board. In addition to such other powers as shall be given to or imposed upon the Board by this Declaration, the Board shall have the powers set forth in RCW 64.38.020, as now enacted or hereafter amended.

3.7 Limitation of Liability. The Board shall not be liable for failure to carry out any power enumerated in Section 9.2 or 9.6 herein or elsewhere in this Declaration or in any applicable Supplemental Declaration in cases in which there are not sufficient monies in the assessment fund to enable it to carry out its power. The Board shall have sole power to determine for which authorized purposes monies in the assessment fund shall be spent and in what priority, including the power to determine how much shall be held in reserve. Neither the Board, nor the Association, nor any director shall be liable to any Resident on account of any action or failure to act of the Board, provided only that it has acted in good faith. In the event that any Resident or other person alleges that the Association, the Board, or any director, officer, employee or agent of the Association is liable for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Association, the Board, or any director, officer, employee or agent of thereof, the Association shall indemnify and hold harmless any such director, officer, employee or agent, including but not limited to the payment of associated court costs, attorney fees and other legal fees, provided that such director, officer, employee or agent has acted in good faith.

3.8 Annual Meeting of Association Members. The Association shall hold an annual meeting as set forth in the by-laws of the Association.

#### IV. ARCHITECTURAL CONTROL

4.1 Formation of ACC. Any construction on the Property, and the irrigation provisions hereafter described, shall be under the jurisdiction of the Architectural Control Committee (ACC), composed of three (3) Owners. The initial members of the ACC shall be Chris Parkinson, Travis Mullin and Chris Haueter. The ACC shall be appointed by the Board and have authority to review and approve all proposed construction to ensure compliance with this Declaration. Review and approval must occur before construction is started. Failure to secure such approval will be deemed a violation of this Declaration and any

construction without such approval may be enjoined and damages collected from such Owner.

4.2 Guidelines for Dwellings and Structures. All dwellings and structures are to be constructed only by builders approved by the ACC, and in accordance with the following guidelines:

4.2.1 No dwelling, barn, shed or shelter of any kind shall be placed on any portion of the Property by moving thereon such a structure or building which had earlier been erected at any other location.

4.2.2 No basement, tent, shack, barn, RV or other outbuilding erected or placed on the Property shall at any time be used as a residence, either temporarily or permanently. Nor shall any structure of temporary character be used for a construction office.

4.2.3 No dwelling or structure shall exceed two (2) stories in height, basement not included. Residences shall be single family dwellings, having an enclosed ground floor projected living area of not less than 2350 square feet for a single floor. Two story houses or a house with basement shall not be less than a total of 2850 square feet with the ground floor minimum of 1800 square feet. Such area does not include porches, garages, patios, breezeways, etc. Architectural design shall be consistent with houses in the area and shall have not less than six (6) roofline changes of which four (4) must face the front of the home. Exterior walls exceeding 25 feet in length shall have a 2' offset. Fifteen percent (15%) of the front face of the residence shall be composed of stone or brick. No T1-11 siding or similar siding is allowed. No single wall construction is allowed. Roofing materials shall be a minimum of 75-year architectural shingles or better. Cement or ceramic tile roofing is acceptable. Exterior colors shall be earth tones. No bright or obnoxious colors will be approved.

4.2.4 All outbuildings shall be approved by the ACC prior to the start of construction. Outbuildings shall be set away from dwellings by a distance of not less than forty (40) feet and must be behind the front of the residence.

4.2.5 Mobile homes and manufactured homes are not allowed.

4.2.6 Dwellings shall comply with not less than minimum F.H.A. requirements and specifications.

4.2.7 Garages shall be no larger than adequate for four cars and shall match the design and architecture of the residential home.

4.2.8 Recreational vehicles are allowed, but they must be parked behind the front of the house, and enclosed from view.

4.2.9 Any dwelling or other structure erected or placed on the Property shall be completed as to external appearance, including finished painting, within one (1) year of commencement of construction. All structures will match the architectural design of the residential home.

4.2.10 Lots will be kept free of noxious weeds.

4.2.11 Purchasers will erect a white rail fence on any Lot bordering the road easement as shown on plat within one (1) year of the purchase of such Lot. The type, style and continuity of this fence will be required to be uniform by each Owner and established by the ACC. The ACC will design this fence and maintenance will be required of each Owner.

4.2.12 Sewer disposal facilities for dwellings shall be in accordance with requirements of Benton County and the Health Authority with the jurisdiction.

4.2.13 All utilities shall be underground, except Phase 3 power supplied to the irrigation pump station.

4.3 Landscaping. No Poplar trees or Australian Willows or similar deciduous varieties are allowed. Front landscaping shall be finished prior to occupancy. All landscaping shall be approved by the ACC.

4.4 Egress. All driveway approaches shall be paved with asphalt. Driveway shall be a minimum of sixteen (16) feet wide and situated (20) feet back from County Road or to end of easements whichever is greater.

4.5 Location of Dwelling and Structures. No dwelling, barn, garage or other structure shall be constructed nearer than thirty (30) feet to the edge of any street or road easement or nearer than twelve (12) feet to Lot boundaries.

V.

IRRIGATION AND EASEMENTS

5.1 KID. The Kennewick Irrigation District (K.I.D.) will operate the irrigation system. The Owners of each Lot will be responsible for their own irrigation system or whatever means they choose to apply their water.

5.2 Allocation. The number of irrigatable acres shall determine each tract allotted irrigation water for the year.

5.3 Payment. Any and all irrigation fees shall be paid by Owners directly to K.I.D. for assessments and water delivered.

5.4 Easements. Easements as indicated on the plat of the property have been dedicated for irrigation water lines, roads and for public underground utility purposes. As long as these easements are not employed for the intended uses, the Owners of Lots effected by said easements should have the use of the same. It should be understood that any structures or fencing erected thereon are subject to removal whenever these easements are employed for the intended public uses. KID shall not be obligated to restore any property damaged as a result of exercising its rights under the Irrigation easements granted herein.

VI.

USE RESTRICTIONS

6. Livestock. It is the intent that Owners may conduct limited livestock and poultry operations, with the exception that there be no roosters, the extent of which would be controlled essentially by the capability of the land to support such activities. In recognition of such capabilities, Owners shall not maintain more than two (2) large animals, either cattle or horses, two (2) sheep (including lambs) or (2) two goats per acre on any Lot. No pigs are allowed. A maximum of twelve (12) chickens. No roosters allowed. All such animal ownership and husbandry must be conducted in a manner such as not to be offensive, or a nuisance, to neighbors, with particular attention being given to shelter, confinement, noise and disposal of wastes. Owners shall not maintain dog kennels on any Lot. Owners shall not maintain a breeding operation on any Lot.

6.2 Domestic Pets. Dogs, cats or other household pets are allowed, provided that they are not kept, bred or maintained for any

commercial purposes. Dogs, cats or other household pets shall be confined to the premises unless the ACC waives this requirement.

6.3 Agricultural Uses. No business or commercial operations shall be allowed anywhere within the property unless prior approval is obtained from the ACC.

6.4 Nonresidential Uses. No non-residential uses shall be allowed as a significant part of the activity on any Lots.

6.5 Scrap, Inoperable or Abandoned Vehicles and Equipment. No inoperable machinery or scrap equipment, implements, automobiles or conspicuous parts of such equipment that serves no purpose in operation of the estate may be held or accumulated on the Property.

6.6 Trash. No trash shall be dumped or allowed to accumulate on any part of the Property. This includes excess excavation material, which cannot be beneficially utilized for fill, driveways or other construction purposes. No excavation shall be carried out farther than necessary to place any portion of any estate on grade or for building on said premises.

## VII. MISCELLANEOUS

7.1 General Provisions. The Board, the Association or any Owner 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 or any applicable Supplemental Declaration. Failure by any such person to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Violation of This Declaration or Supplemental Declaration by Non-Qualifying Improvement. In the event any Owner constructs or permits to be constructed on his or her Lot an improvement contrary to the provisions of this Declaration or any applicable Supplemental Declaration, or in the event that a Owner maintains or permits any improvement, condition, activity or thing on his of her Lot contrary to the provisions of this Declaration or any Supplemental Declaration, the Board, through its designated representative, may no sooner than thirty (30) days after delivery to such Owner written notice of the violation, enter upon the offending Lot and remove the

cause of such violation, or alter, repair or change the item which is in violation of such Declaration in such manner as to make it conform thereto. The Board may charge such Owner for the entire cost of the work done by it pursuant to this provision. Such amounts shall become payable upon delivery by the Board to the Owner of notice of the amount due, and shall be paid into the assessment fund to the extent that the costs being reimbursed were paid out of the assessment fund.

7.3 Right of Entry. A representative of the Board or any member of the ACC authorized by the Board may at any reasonable time, and from time to time at reasonable intervals, enter upon any Lot for the purpose of determining whether or not the use of such Lot or any improvement thereon is then in compliance with the provisions of this Declaration, any rule or regulation pursuant thereto or any applicable Supplemental Declaration. No such entry shall be deemed to constitute a trespass or otherwise to create any right of action in the Owner or occupant of such Lot.

7.4 Interest. Any amount not paid to the Board when due in accordance with the provisions of this Declaration, or bylaws created pursuant hereto by the Association or of any Supplemental Declaration shall bear interest from such date until paid at the rate of twelve percent (12%) per annum.

7.5 Expenses and Attorney Fees. In the event of any suit or action to enforce any provision contained in this Declaration or in an applicable Supplemental Declaration, to collect any money due thereunder or to foreclose any lien, the prevailing party in such suit or action shall be entitled to recover all costs and expenses incurred in connection with such suit or action, including a foreclosure title report, and such amount as the court may determine to be reasonable as attorney fees therein, including attorney fees incurred in connection with any appeal from a decision of the trial court or an intermediate appellate court.

7.6 Non-Exclusiveness and Accumulation of Remedies. Election by the Board or the Association to pursue any remedy provided for herein or in any applicable Supplemental Declaration in respect of the violation of any provision of this Declaration or of any Supplemental Declaration shall not prevent concurrent or subsequent exercise of another remedy permitted herein or in any applicable Supplemental Declaration, or which is permitted by law. The remedies provided in this Declaration and in any applicable Supplemental

Declaration are not intended to be exclusive, but shall be in addition to all other remedies, including without limitation actions for damages or suits for injunctions or for specific performance available under applicable law.

7.7 Amendment and Repeal. Any provision of this Declaration or any Supplemental Declaration may be amended or repealed by the Board, provided that the amendment is first approved by a vote of two-thirds (2/3) of the members of the Association where a quorum is present. No amendment hereto shall diminish the votes or consent required in respect of any matter for which the number of votes or consenting Owners required is specifically set out herein, unless such amendment has received the consent of Owners having such number of votes (or of such number of Owners, as the case may be). Any amendment or repeal of a provision of this Declaration or additional provisions shall become effective only upon the filing thereof in the records of Benton County, Washington, of a certificate of an officer of the Association setting forth in full the amendment, additional provision or repeal approved as provided in this Section, and certifying that said amendment, additional provision or repeal has been approved in the manner required therefore herein.

7.8 Joint Owners. In any case in which two or more persons share the ownership of any Lot, regardless of the form of ownership, the responsibility of such persons to comply with the provisions of this Declaration and of any applicable Supplemental Declaration shall be a joint and several responsibility. The act or consent of any one or more of such persons shall constitute the act of consent of the entire ownership interests; however, in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board, and the vote or right of consent involved shall then be disregarded completely in determining the number or proportion of votes or consents given with respect to such matter.

7.9 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment shall operate to defeat and render invalid the rights of the beneficiary under any first deed of trust made in good faith and for value, and recorded prior to the recordation of the amendment.

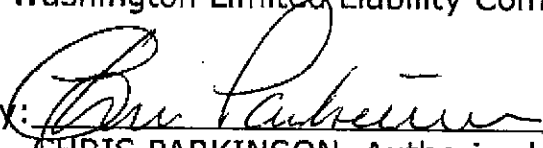
7.10 Construction; Severability; Number; Captions. This Declaration shall be construed as an entire document to accomplish

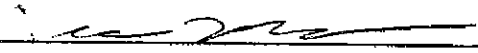
the purposes stated in the Recitals set forth above. Nevertheless, each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of the remaining part of that or any other provision. As used herein, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions hereof.

7.11 Dispute Resolution. In the event of any claims or disputes arising out of these covenants, the parties hereby agree to submit the same to binding arbitration at a location to be mutually agreed upon in Benton County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for Benton County Superior Court at the request of either party. The mandatory arbitration rules, as implemented in Benton County Superior Court, shall be binding as to procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorney's fees.

In WITNESS THEREOF, we have hereunto set forth our hands this 20<sup>th</sup> day of April, 2009.

HPM PROPERTIES, LLC  
A Washington Limited Liability Company

By:   
CHRIS PARKINSON, Authorized Member

By:   
TRAVIS MULLIN, Authorized Member

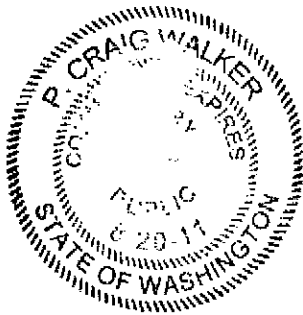
By:   
CHRIS HAUETER, Authorized Member



STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

I certify that I know or have satisfactory evidence that CHRIS PARKINSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an authorized member of HPM PROPERTIES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 20 day of April, 2009.



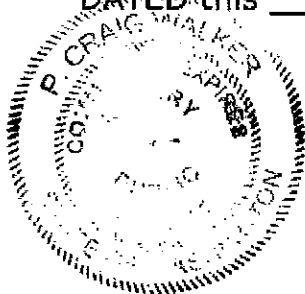
*P. Craig Walker*

Notary Public in and for the State of Washington, residing at *[Signature]*  
My Commission Expires: 8-20-11

STATE OF WASHINGTON )  
 ) ss.  
County of Benton )

I certify that I know or have satisfactory evidence that TRAVIS MULLIN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an authorized member of HPM PROPERTIES, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this 20 day of April, 2009.



*P. Craig Walker*

Notary Public in and for the State of Washington, residing at *[Signature]*  
My Commission Expires: 8-20-11