

**DECLARATION OF COVENANTS AND CONDITIONS AND RESTRICTIONS OF
BRIDGE CREEK VILLAGE
HOMEOWNERS ASSOCIATION**

This DECLARATION, made on the date hereafter set forth by 100% of the current owners of record, hereinafter referred to as the "Declarant".

WITNESSETH

Whereas, Declarant is the owner of certain real property in the County of Clark, State of Washington, the legal description to which is attached hereto, marked Exhibit "A" and incorporated herein by this reference,

Now, therefore, Declarant hereby declares that all the properties described above shall be held, sold and conveyed subject to the following, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title and interest in the described properties or any part thereof, their heirs successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

SECTION 1 "Association" shall mean and refer to Bridge Creek Village Homeowners Association, its successors and assigns.

SECTION 2 "Owner" 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 purchasers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the Properties.

SECTION 5. "Declarant" shall mean and refer to 100% of current owners of record, its successors and assigns if such successors or assigns should acquire more than one(1) undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Property Rights

SECTION 1. In General Except as hereinafter provided, every owner shall have the right of peaceful and exclusive possession of its Lot and all appurtenances. The Association however, shall have the right to establish and promulgate all reasonable rules, regulations and programs relating to the care and maintenance of exterior improvements and landscaping of the yard areas.

ARTICLE III

Membership and Voting Rights

SECTION 1. Every Owner of a lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be members, but shall designate one (1) address for the mailing of all notices. The vote shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- a. 75% of the units are deeded to Owners.
- b. January 1, 2002.

Article IV

Covenant For Maintenance Assessments

SECTION 1. **Creation of the Lien and Personal Assessments.** The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments, such assessments to be established and collected as hereinafter provided, except as provided in Section 7 hereof. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment., together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the exterior maintenance as described herein and for the improvement and maintenance of all front yard landscaping.

SECTION 3. **Maximum Monthly Assessments.** Until July 1, 2001 pursuant to Section 7 herein stated, the maximum monthly assessment shall be twenty-five dollars (\$25.00) per lot which is owned under Class A membership.

- a. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum monthly assessment for Class A members may be increased each year not more than ten percent (10%) above the maximum assessment

for the previous year without a vote of membership.

b. From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum monthly assessment for Class A members may be increased above ten percent (10%) by a vote of two-thirds (2/3) of Class A members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

SECTION 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association 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. Such assessment shall have the assent of two-thirds, (2/3) for each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. To the extent funding for the special assessment requires a term in excess of the year of approval, up to five (5) years may be authorized to retire any encumbrance related to the special assessment.

SECTION 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to one-half (1/2) of the required quorum at the preceding meeting. The subsequent meeting shall not be held more than sixty (60) days following the preceding meeting.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at an uniform rate for all Lots and may be collected on a monthly basis.

SECTION 7. Date of Commencement and Monthly Assessments: Due Dates: For the purposes of this and other provision herein described, the anniversary date as herein referenced shall be March 1st of each year. The monthly assessments provided for herein shall commence on all Lots which are owned under Class A membership on the first (1st) day of the month following acquisition of any lot or lots by owner of record. The Board of Directors shall fix the amount of the monthly assessment against each Lot owned under Class A membership at least thirty (30) days in advance of each Annual Anniversary Date. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as the date of its issuance.

SECTION 8 Monthly Assessments and Maintenance Fund

- a. It shall be the policy of the Association to establish and maintain on account with a banking institution for the deposit of sufficient funds for the maintenance obligations of the Association.
- b. For the purpose of establishing the fund initially, each Lot shall be assessed a fee of nineteen ½ dollars (\$19.50) which amount shall be payable at the time of the closing of the first unit sale, and shall be credited as payment for the first month's assessment which will commence pursuant to Section 7 stated herein.

SECTION 9. Effect of Nonpayment of Assessments: Remedies of the association. Any assessment not paid within thirty (30) days after due date shall be charged a late fee of ten dollars (\$10.00) for every thirty (30) day period past due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise

escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Failure to pay any assessment provided for herein, shall not constitute a default under a mortgage insured by the Federal Housing Administration, the Veteran's Administration or by any other Federal Agency.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot by mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Landscape Maintenance. Except as herein limited, it shall be the obligation and responsibility of the association for the front yard landscape maintenance of each Lot. Front yard landscape maintenance shall be limited to the following; that area in the front of the units within sixty-five (65) feet of the street center line, the side area of corner lots lying within forty (40) feet of the street centerline unless it is enclosed with a fence, those items which suffer normal aging depreciation, including: trees, shrubs, grass, underground sprinkler systems, and those certain other items that may be identified and approved by the association. All other yard maintenance shall be the obligation and responsibility of each individual lot owner and shall include, but not be limited to: repair caused by acts of vandalism or acts other than normal "wear and tear", any testings or certifications required by local municipalities. If need be, ultimate determination or obligation shall be by director's majority decision. In the event the Owner does not comply to the Association's directive to properly maintain his Lot the Association shall have right to correct whatever maintenance problem there may be on the Lot and to charge the owner accordingly.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor any exterior paint color or exterior wall or roof material changed, nor shall any exterior addition to or change or alternation therein be made until the plans and specification showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 1. Construction material and colors.

- A. Exterior siding: Color and material selection shall be by architectural committee approval.
- B. Roofing: shall be of asphalt-fiberglass, dimensional, composition singles with a 25 year minimum life. Roofing color shall be shades of gray to black and subject to architectural committee approval.
- C. In the case of dispute: Architectural committee decision shall prevail.

ARTICLE VI

Authority and Duty of the Association

The Association, acting through its Board of Directors shall have the authority and the duty to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any

special meeting when such statement is requested in writing by one-fourth (1/4) of the members.

- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- c. As more fully provided therein to,
 - 1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
 - 2. Send written notice of the monthly assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - 3. When assessments for any Property have not been paid within thirty (90) days after due date, to foreclose the lien against such property, or bring an action at law against the owner personally obligated to pay the same.
- d. Procure and maintain adequate liability and hazard insurance on property owned by the Association, if any.
- e. Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.
- f. Cause the yards, exterior of the dwellings and common areas to be maintained in a good first class condition.
- g. Mortgage or convey the common areas, but only upon affirmative vote of 75% of the lot owners, excluding the Declarant. Mortgage or conveyance of any common area must be subject to any lot owner's easements for ingress, egress and utilities.

ARTICLE VII

Use Restrictions

SECTION 1. Land Use and building Type. No building shall be erected, altered, placed or permitted to remain on any lot other than residential use, with private garages for cars. Multi-family shall be allowed as per zoning code. The properties shall be used for residential purposes only, except that the Declarant may use one or more lots for models and a sales office.

SECTION 2. Signs: No sign of any kind shall be erected, maintained or displayed to the public view on any Lot, except one sign not larger than eighteen (18) by twenty-four (24) inches, advertising the property for sale or rent, or signs used by developer or a builder to advertise the property during the initial sales and construction period. The restriction, however, shall not be construed to prohibit ornamental plates designation the name of the residence or the Owners thereof.

SECTION 3. Animals: No animals, livestock, or poultry of any kind shall be raised or bred on any Lot, except that not more than a total of two (2) indoor dogs and or cats or other usual small household pet may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in any neighborhood. Pet Owners must register their pets with the Clark County licensing laws and file copies of licenses with the Association noting annual compliance. Pets must be leashed at all times and Owners are obligated for clean up for messes created by pet. Size of dogs are limited to a maximum weight of fifty (50) pounds. Pets shall not be allowed to live outdoors, and no dog houses shall be erected outdoors.

SECTION 4. Waste. No part of the properties shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. No garbage, trash, or other waste shall be kept or maintained on any part of said property except in a sanitary container and out of sight from the public street.

SECTION 5. Nuisance. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

SECTION 6. Vehicles and Boats. No trailer or RV trailer, camper-truck, tent, garage, barn shack or other out-building shall at any time be used as a residence temporarily or permanently on the properties. Parking of boats, trailers, RV trailers, trucks, truck-campers, heavy equipment, and like equipment shall not be allowed on any part of the properties nor any private or public roads or right-of-way, excepting only within the confines of any of any enclosed garage. Parking of inoperable cars, junk cars or other unsightly vehicles shall not be allowed on the properties excepting only within the confines of any of any enclosed garage.

SECTION 7. Maintenance Other than those maintenance requirements of association contained in article III section 12, it shall be the obligation of each Owner of any lot to keep and maintain the same, and any building now or hereafter located thereon, in proper condition, including the area between his property line and the improved portion of any abutting public curb or street, including sidewalks, if any. In the event the Owner does not comply to the Association directive to correct the problem, the Association shall have the right to correct the problem and charge the Owner accordingly.

SECTION 8. Antennae & Satellite Dishes. Installation of radio and/or television antennae above the roof ridge is prohibited outside any building in the properties. Satellite Dishes over twenty-four (24) inches in diameter are prohibited, and those under twenty-four (24) inches may not be installed on the front of any homes or placed in the landscape area maintained by the association. Colors shall conform with the building and wires shall be professionally attached and not allowed to hang loose.

SECTION 9. Completion of Construction. Construction of any dwelling shall be completed, including exterior decoration, within one(1) year from date of start of such construction. Vacant lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines and weeds. The grass thereon shall be cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard until maintained by association.

SECTION 10. Fences: Perimeter and screen fencing shall not exceed six (6) feet in height above the grade on which it is situated. Fencing shall be wood set on treated or steel posts and consistent with existing design and material. No fence shall be constructed without prior review and approval as provided in Architectural review.

SECTION 11. Easements. Easements for the installation of and maintenance of utilities and drainage shall remain available for common use; and maintained, in an attractive and well-kept condition, consistent with the remainder of lots.

SECTION 11a. Easements for zero lot line construction. An easement for set back purposes for the benefit of an adjacent lot is hereby established for maintenance purposes, for the benefit of the structure. It is hereby guaranteed that a five foot yard area adjacent to the neighboring building that is accommodated in the easement, will be kept perpetually free from permanent obstructions. Such five foot easement includes 1-1/2 foot encroachment provision, and shall be binding upon and endure to the benefit of the parties hereto, their successors and assigns, and shall be a Covenant running with the land.

SECTION 12. Existing Structures. No existing structure, residential or otherwise, shall be moved onto any lot. This prohibition includes, but is not limited to, manufactured homes, existing homes moved from another location, utility building, or clothes lines.

SECTION 13. Fuel Storage. Firewood will not be permitted to be stored on the exterior of buildings. Fuel tanks of any type are not permitted.

SECTION 14. Vehicles-RV's-Trailers. No person shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle upon any Lot or upon the public street except for such emergency repairs necessary to enable the movement thereof to a proper repair facility,

SECTION 15. Further Use Restrictions. The Association may approve and adopt further use restrictions by an instrument signed by not less than two-thirds (2/3) of the votes of each class members.

SECTION 16 Enforcement of Use Restrictions Should any suit or action be instituted by any Owner or by the Association to enforce any of the rules contained in this Article, or to enforce any similar use restrictions adopted by the Association, after demand for compliance therewith or for the cessation of such violations and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such act or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

ARTICLE VIII

General Provisions

SECTION 1. Enforcement 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. Failure by the Association or 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 such action shall be entitled to an award of attorneys fees.

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

SECTION 3. Amendment The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten(10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners, and thereafter by an instrument signed by no less than sixty-seven per cent (67%) of the Lot Owners.

SECTION 4. FHA/VA Approval If the FHA or the VA approve any portion of the land described in Exhibit "A"; as long as there is a Class B membership, the following actions will require approval of the Federal Housing Administration or the Veteran's Administration: annexation of additional properties, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

SECTION 5. Lien In the event the Association takes any action to correct problems caused by an owner's failure to comply with Article III Section 11, Article VI Section 7, or any other provision of this Declaration, as it may be amended from time to time, the Association shall have a lien for the cost thereof against the property of such owner. In any action to foreclose any lien, the Association shall be entitled to recover reasonable attorneys fees in addition to statutory costs and disbursements.

SECTION 6. Indemnification Each Director, or Association Committee member, or Association officer shall be indemnified by the Association against all expenses and liabilities including attorneys fees, reasonably incurred by reason of having held such position, except no indemnification shall apply if such

person is adjudged to have committed willful misfeasance or malfeasance in the performance of their duties. In the event of settlement, the indemnification shall apply only when the Board of Directors determines that the settlement and reimbursement are in the best interests of the Association.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this __ day of _____, 1995.

DECLARANT:

_____ DATE