

**RECORDING REQUESTED AND WHEN RECORDED:  
SEND TO:**

Hidden Hills Owners Association  
c/o Lukins & Annis, P.S.  
Attn: Hannah Kitz  
717 W. Sprague Ave., Suite 1600  
Spokane, Washington 99205

Document Title:	Declaration of Covenants, Conditions, and Restrictions for Hidden Hills Condominiums, a common interest community
Reference to Related Documents:	The Hidden Hills Condominiums Final Plat, recorded on <u>April 12</u> , 2024 as Recording No. <u>2024-006905</u>
Grantor:	1025 Park Ave LLC, a Washington limited liability company
Grantee:	Hidden Hills Condominiums, a common interest community
Legal Description of Property (abbreviated):	A PORTION OF THE NE ¼ OF THE NE ¼ OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M., PROSSER, BENTON COUNTY, WASHINGTON  Complete legal descriptions on <u>Exhibit A</u>
Parcel No.	111841012288006

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HIDDEN HILLS, A COMMON INTEREST COMMUNITY  
(subject to RCW 64.90)**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** is made this 1st day of March, 2024, by 1025 Park Ave LLC, a Washington limited liability company, hereinafter referred to as "Declarant." Declarant is the owner of the property described on Exhibit "A" attached hereto. Declarant hereby adopts the following covenants, conditions and restrictions for Hidden Hills Condominiums, a common interest community. These covenants, conditions and restrictions (hereinafter referred to collectively as "Declaration") shall run with the land, and shall apply to the subject Property and to any interest in that Property. This Declaration and Hidden Hills Condominiums are governed by the Washington Uniform Common Interest Community Act (Ch 64.90 RCW), (the "Act"). Hidden Hills Condominiums is a condominium as defined in the Act.

**ARTICLE I.  
RECITALS**

**1.1 Real Property Description.** Declarant is the owner of the real property located in the City of Prosser (sometimes referred to as the "City"), County of Benton, State of Washington, as described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

**1.1.1 Unit Boundaries.** Declarant shall establish the boundaries of Units within the Property by recording the Plat in the real property records of the Benton County. Exhibit "B" of this Declaration sets forth the identifying number and approximate square footage of each Unit, the number of whole or partial bathrooms and number of rooms designated primarily as bedrooms for each Unit, and the level or levels on which each Unit is located. No Person may partition or combine Units.

**1.1.2 Maximum Number of Units.** A maximum of sixteen (16) Units may be located on the Property.

**1.1.3 Allocated Interests.** Exhibit "B" sets forth the Allocated Interests of each Unit for the purposes of Regular Assessment liability and interest in the Common Areas. The Regular Assessment liability and interest in the Common Areas for each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units. Each Unit is allocated one vote with respect to matters submitted to a vote of the Members.

**1.2 Intent.** Upon recordation of this Declaration, Declarant desires to submit and subject the Property hereto, together with all buildings, Improvements and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto (all of which constitute a part of the Property), to the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights contained herein.

Declarant deems it desirable to establish covenants, conditions and restrictions upon the Property and each and every portion thereof, and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, all for the purpose of enhancing the quality of life within the Property.

Declarant also deems it desirable for the efficient management of the Property to create an owners' association to which will be delegated and assigned the powers of owning, managing, maintaining and administering the Common Areas within the Property; administering and enforcing these covenants, conditions, restrictions and easements; collecting and disbursing funds pursuant to the Assessments and charges hereinafter created; and the performance of such other acts as are herein provided or which generally benefit its members, the Property, and the Unit Owners of any interests therein.

Hidden Hills Owners Association, a nonprofit corporation, has been incorporated under the laws of the State of Washington for the purpose of exercising the powers and functions of an Association for the Property.

Declarant desires and intends that the Unit Owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to, the covenants, conditions, restrictions, liens, assessments, easements, privileges and rights set forth herein and in the Declaration, all of which are declared to be in furtherance of a plan to promote and protect the Property.

**1.3 Conditions.** Subject to any limitations or requirements imposed by the Act, any development plans for any of the Property are subject to change at any time by Declarant, at Declarant's sole discretion, and impose no obligations on Declarant, as to how said real property is to be developed or improved. Any purchaser of a Unit acknowledges that said Unit is subject to Benton County zoning and subdivision ordinances and regulations and such other governmental ordinances and regulations, and approvals hereunder as may be in effect or as may from time to time be imposed. Said purchaser acknowledges familiarity with the same, constructively or otherwise.

**1.4 Other Declarations.** There may be other declarations, as amended or restated, with respect to other real property, which may utilize or make reference to the words "hidden hills." The same shall not be confused with, nor shall the same have any force or effect upon Hidden Hills Condominiums or this Declaration.

**1.5 Purpose.** The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the value, desirability and attractiveness of said real property, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of any Common Area and Improvements in a cost effective and administratively efficient manner.

## **ARTICLE II. Declaration**

Declarant hereby declares that those portions of the Property brought within the jurisdiction hereof, and each Unit, or portions thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale thereof, and to enhance the value, desirability and attractiveness thereof. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land, and with each estate therein, and shall be binding upon all Persons having or acquiring any right, title or interest in said Property shall inure to the benefit of and be binding upon Declarant, Declarant's successors in interest, and each grantee, Unit Owner and such grantee's or owner's respective successors in interest; and may be enforced by Declarant, by any Unit Owner or such owner's successors in interest, or by the Association, as hereinafter defined, against any other Unit Owner, tenant or occupant of said real property.

Notwithstanding the foregoing, no provision of this Declaration shall be construed so as to prevent or limit Declarant's right to complete development of the Property and to construct Improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion thereof, including any Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales or leasing, nor Declarant's right to modify plans for the Property.

## **ARTICLE III. Definitions**

The terms defined below are used in this Declaration as so defined. Terms that are defined within other sections will have the meanings described to them therein.

**3.1 "Act"** shall mean the Washington Uniform Common Interest Ownership Act, Chapter 64.90 RCW, as it may be amended from time to time.

**3.2 "Allocated Interest"** shall mean, with respect to a Unit, the share of expense liability and interest in Common Areas associated with that Unit determined in accordance with the formula set forth in Section 1.1.3 and listed in Exhibit "B." Voting rights associated with Units are described in Section 1.1.3.

**3.3 “Articles”** shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

**3.4 “Assessments”** shall mean those payments required of Unit Owners including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

**3.5 “Association”** shall mean the Hidden Hills Owners Association, a Washington nonprofit corporation, its successors and assigns, established by Declarant to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration.

**3.6 “Association Rules”** shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

**3.7 “Board of Directors” or “Board”** shall mean the Board of Directors or other governing board of the Association.

**3.8 “Budget”** shall mean the budget adopted by the Board and ratified by the Members as provided in the Bylaws.

**3.9 “Bylaws”** shall mean the Bylaws of the Association.

**3.10 “Common Area”** shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the Owners, and may include, without limitation, trails, walkways, parks, recreational facilities, private roads, alleys, sidewalks, drainage ponds and storm water swales. Common Area may be established from time to time by Declarant on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed, easement or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Common Area may include easement and/or license rights. Certain Common Areas are hereby designated as Limited Common Areas, as described in Exhibit “C.”

**3.11 “Declarant”** shall mean 1025 Park Ave LLC, a Washington limited liability company. The term “Declarant” shall also include the successors in interest of the Declarant or any Person to whom the rights under this Declaration are expressly transferred by Declarant or its successor(s).

**3.12 “Declaration”** shall mean this Declaration as it may be amended from time to time.

**3.13 "Design Guidelines" or "Guidelines"** shall mean the architectural standards, rules, regulations, restrictions and design guidelines adopted from time to time by the Design Review Committee, if any.

**3.14 "Design Review Committee"** shall mean the committee created by the Declarant pursuant to ARTICLE IX hereof, and may be referred to herein and in the Design Guidelines as the "Committee."

**3.15 "First Mortgage"** means a recorded mortgage, deed of trust or real estate contract encumbering a Unit that has priority over all other mortgages, deeds of trust or real estate contracts encumbering that Unit.

**3.16 "First Mortgagee"** means the holder and beneficiary of any First Mortgage, including the vendor under a real estate contract. The term "First Mortgagee" will not be limited to Institutional Mortgagees.

**3.17 "Garage"** shall mean an enclosed garage area in a Unit used primarily for storage of vehicles.

**3.18 "Hidden Hills Condominiums"** shall mean the Hidden Hills Condominiums, a condominium.

**3.19 "Improvement"** shall mean any structure, facility or system or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, patios, bicycle paths, walkways, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

**3.20 "Institutional Mortgagee"** means: (a) a lending institution having a First Mortgage upon a Unit; (b) any secondary mortgage market institution, including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other secondary mortgage market institution as the Board may approve in writing that has acquired a first mortgage lien upon a Unit; and (c) any investors or lenders, or the successors or assigns thereof, who have loaned money to the Declarant to acquire, or construct Improvements upon, the Property and who have a mortgage lien upon all or a portion of the Property securing such loan.

**3.21 "Limited Assessment"** means those expenses of the Association that are allocated to Units on some basis other than the method of allocation for Regular Assessments or Special Assessments, as provided this Declaration.

**3.22 "Limited Common Area"** shall mean the real property, and the Improvements situated thereon, which are part of the Common Areas and which are designated in this Declaration as being set aside for exclusive use of a Unit Owner or Unit

Owners (but fewer than all Unit Owners) as described in Exhibit "C". Any doorsteps, stoops, porches, decks, patios and driveways designed to serve a single Unit, but which are located outside the Unit's boundaries, are Limited Common Areas allocated exclusively to that Unit .

**3.23 "Member"** shall mean each person or entity owning membership in the Association.

**3.24 "Period of Declarant Control"** shall mean the period beginning on the date this Declaration is first recorded in the office of the County Auditor of Benton County, Washington, and ending on the earlier of: (a) the date that is sixty (60) days after seventy-five percent (75%) of the total number of Units contemplated in this Declaration or a Supplemental Declaration have been conveyed to Unit Owners other than the Declarant; (b) two (2) years after the last conveyance of a Unit; (c) two (2) years after any right of the Declarant to add new Units was last exercised; or (d) when the Declarant notifies the Association of the termination of the Period of Declarant Control and records an amendment to this Declaration voluntarily surrendering all rights to appoint and remove officers Board members. After the termination of the Period of Declarant Control, Declarant, if still a Unit Owner, will continue to have all the rights and duties ordinarily given to Unit Owners under this Declaration.

**3.25 "Person"** shall mean any individual, partnership, corporation, limited liability company or other legal entity.

**3.26 "Plat"** shall mean (a) the plat recorded in Benton County, Washington on April 12, 2024, under recording number 2024-006905, together with any amendments thereto and (b) any other plats or Maps (as defined in RCW 64.90.010) that may be recorded with respect to the Property from time to time. Each document referred to in this Declaration as a "Plat" is intended to be a "Map" as defined in RCW 64.90.010.

**3.27 "Project Documents"** shall mean the basic documents creating and governing Hidden Hills Condominiums, including, but not limited to, this Declaration, the Articles of Incorporation, Bylaws, the Design Guidelines, and any other procedures, rules, regulations or policies adopted under such documents by the Association, all as may be amended from time to time.

**3.28 "Property"** shall mean the Property described on Exhibit "A" attached hereto and incorporated herein by this reference, including each Unit, Common Area and interest therein, including all water rights associated with or appurtenant to such property. The Property included in Exhibit "A" is subject to this Declaration upon the recording of this Declaration and without the filing of a Supplemental Declaration.

**3.29 "Regular Assessment"** shall mean all actual or estimated expenses incurred, or anticipated to be incurred, in connection with general operation of the Association and improving, maintaining, operating and replacing the Common Areas,

including, but not limited to, the following: (a) expenses of administration, maintenance, operation, repair or replacement of the Common Areas; (b) premiums and deductibles for all insurance policies required or permitted by the Project Documents; (c) all property and other taxes and assessments on the Common Areas, or otherwise payable by the Association; (d) utility and service charges; (e) reserves for anticipated operational shortfalls; (f) reserves for the major maintenance, repair and replacement of the Common Areas, including any such costs that are infrequent, significant and impractical to include in a Budget; (g) legal fees and costs; (h) collection costs; (i) recoupment of unpaid assessments against a foreclosed Unit; (j) fees for services provided to the Design Review Committee, (k) fees for management services provided to the Association by the Declarant or by a professional manager; and (l) any other expenses established from time to time as reasonably necessary by the Board.

**3.30 “Reserve Study”** shall mean the reserve study described in RCW 64.90.545 as it may be amended or supplanted.

**3.31 “Special Assessment”** shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements, shortages in Regular Assessments, or charges for special maintenance and operating services applicable only to a sub group of Association members which are authorized and to be paid by each Unit Owner to the Association, or to those Unit Owners (sub group of Association members) specially benefited by special maintenance or operational services, pursuant to the provisions of this Declaration or a Supplemental Declaration.

**3.32 “Special Declarant Rights”** shall mean those rights of Declarant as set forth in ARTICLE XI of this Declaration.

**3.33 “Supplemental Declaration”** shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property or additional real property or improvements which may be made part of the Property as provided herein.

**3.34 “Unit”** shall mean a physical portion of the Property used for dwelling designated for separate ownership including an individual enclosed Garage. The exterior walls, bottoms of the foundations, or roofs are the boundaries of a Unit, and all chutes, flues, duct, wires, conduits, bearing walls, bearing columns, lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof shall be deemed part of a Unit. Streets, roads and Common Areas on the Plat shall not be considered to be separate Units.

**3.35 “Unit Owner”** shall mean the Person, including the Declarant, that holds fee simple title of record to any Unit, or, if the Unit is subject to one or more real estate contracts, the buyer under the most recent real estate contract; provided, however, that if the seller under such contract notifies the Association in writing that the buyer under said contract is in default, then the seller under said contract shall be the Unit Owner for



purposes of this Declaration. The Association shall be entitled to rely on such notification without further inquiry. "Unit Owner" does not mean or refer to any Person who holds such interest merely as security for the performance of a debt or other obligation, including a Deed of Trust, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

**3.36 "Voting Representative"** means the designee appointed by a Unit Owner to vote the votes attributable to that Unit Owner as evidenced by written notice to the Board.

#### **ARTICLE IV. ARCHITECTURAL CONTROL**

**4.1 Structures-Generally.** All structures (except for sales offices or similar facilities of Declarant) are to be designed, constructed and used in such a manner as shall be compatible with this Declaration, and shall meet the following minimum standards.

**4.1.1 Use of Individual Units.** No Unit may be occupied and used except for single-family residential purposes; single-family residential purposes consist of one or more rooms, occupied by one family or group of people living independently from any other family or group of people and having cooking facilities that are generally limited to the use of the one family or group (such as, without limiting such common uses, in-home care providers). No Unit may be used for commercial or other non-residential purposes, except for home office businesses, which are allowed subject to the stipulation that the operation of an office business in a Unit (a) has no outward appearance of the business (e.g., no signs or advertising); (b) creates no material noise or disturbance to the other Unit Owners; (c) is consistent with the residential character Hidden Hills Condominiums, and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents, as may be determined by the Board in its sole discretion; (d) does not result in more than three (3) commercial vehicles visiting the Unit per week; (e) does not involve the use of more than twenty-five percent (25%) of the Unit's total residential floor area; and (f) is allowed by applicable laws and ordinances.

**4.1.2 Design Review.** No wall, obstruction, awning, improvement, or structure of any kind, which would be visible from the Common Areas or any other area outside of any Unit itself, shall be commenced, erected, painted, altered, improved or maintained upon the Property, unless and until the same has been reviewed in advance by the Design Review Committee and the same has been approved in writing. Any such alterations and improvements must also comply with any rules, regulations, easements, covenants, conditions, and restrictions applicable to the Property. If Design Guidelines have been adopted for the Property, such Design Guidelines shall be enforceable as though they were a part of this Declaration, and shall be binding on all Unit Owners and other Persons as if expressly set forth herein.

**4.2 Covenants, Conditions, Restrictions and Easements Applicable to Units** The following covenants, conditions, restrictions and reservation of easements and rights shall apply to all Units and the Unit Owners thereof (except those Units owned by the Declarant):

**4.2.1 Insurance Rates.** Nothing shall be done or kept on any Unit, which will increase the rate of insurance on any other portion of the Property without the approval of the Unit Owner of such other portion, nor shall anything be done or kept on the Property or any Unit which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

**4.2.2 No Further Subdivision.** Except as provided in the Design Guidelines and subject to ARTICLE XI below, no finally platted Unit may be further subdivided.

**4.2.3 Signs.** No sign of any kind shall be displayed to the public view, except:

- 1) such signs as may be used by Declarant in connection with the construction, development, management or administration of the Property and sale of Units and/or Improvements thereon;
- 2) temporary construction signs as permitted in the Design Guidelines;
- 3) such way-finding and informational signs, of customary and reasonable dimensions as prescribed by the Design Review Committee, may be displayed along road rights of way or on the Common Area;
- 4) signs regarding candidates for public or association office, or ballot issues; and
- 5) such signs as may be required by legal proceedings or as required under Washington state law.

**4.2.4 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, and no odor shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any portion of the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes or outdoor patio stereo speakers, which have been approved by the Design Review Committee, provided, however that such speakers may

not be used at a level that is offensive to other Unit Owners), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association. Normal holiday decorations and lighting shall be permitted.

**4.2.5 Unit Maintenance – Unit Owner's Obligations.** Each Unit Owner, at its sole cost and expense, shall promptly and continuously maintain, repair, and restore said Owner's Unit and the Limited Common Areas appurtenant to such Unit in a good, clean, attractive, safe, and sanitary condition and in full compliance with all applicable government laws, rules, and regulations and the provisions of the Project Documents.

**4.2.5.1 Roof and Exterior Paint of a Unit.** The roof and exterior paint of a Unit shall at all times be kept in good condition and repair. A Unit Owner must obtain the approval of the Design Review Committee prior to undertaking repairs or replacement of a roof or the painting of the exterior of a Unit. In the event that any Unit Owner shall permit a roof or the exterior paint of a Unit to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or so as to damage adjoining property or facilities, the Board, upon fifteen (15) days prior written notice to the Unit Owner of such property, shall have the right to correct such condition, and to enter upon such Owners Unit for the purpose of doing so, and such Unit Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in ARTICLE VII of this Declaration. The Unit Owner of the offending property shall be personally liable, and such Unit Owner's property shall be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including reasonable attorneys' fees. Each Unit Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand for such amounts. Alternatively, such amounts may, at the option of the Board, be added to the amounts payable by such Unit Owner as Regular Assessments.

**4.2.6 Drainage.** There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Design Review Committee, as well as the City. For the purposes hereof, "established drainage" is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Design Review Committee and the applicable agency, which may include drainage from public roadways and alleys and any Common Area.

**4.2.7 Mining; Wells; Potable Water.** No portion of any Unit shall be used in any manner to explore for, quarry, or remove any water, oil, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth of any kind. Without limiting the generality of the foregoing, no wells for the pumping or removal of water shall be

placed on any Unit. Each Unit Owner shall obtain potable water for its Unit, at the Unit Owner's expense, from the City, or other applicable public water purveyor.

**4.2.8 No Hazardous Activities.** No activities shall be conducted on the Property, and no Improvements constructed on any portion of the Property, which are or might be unsafe or hazardous to any Person or property.

**4.2.9 No Unsightly Articles.** No unsightly articles shall be permitted to remain on any portion of the Property. No clothing or fabrics shall be hung, dried or aired except in a manner approved by the Design Review Committee and no containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property. No unsightly materials such as fabric sheets or foil shall be used by Unit Owner for window treatments. No vacant residential structures shall be used for the storage of building materials.

**4.2.10 Garbage Receptacles.** Community garbage receptacles shall be located on the Property for use by Unit Owners. Refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the Design Review Committee. Personal garbage cans, trash containers, or receptacles must be stored in a Garage.

**4.2.11 Community Mailbox.** A community mailbox shall be located on the Property for use by Unit Owners. The United States Postal Service has full jurisdiction over the community mailbox and all Unit Owners shall abide by any United States Postal Service guidelines for use and sharing of the same.

**4.2.12 No Temporary Structures.** No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property, and as specifically authorized by the Design Review Committee. Also excepted from this requirement is any temporary structure(s) necessary for the exercise by Declarant of the Special Declarant Rights.

**4.2.13 No Unscreened Items.** No firewood, boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or un-repaired and unsightly vehicles or similar items, vehicles or equipment shall be placed or parked upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are screened from view or otherwise permitted in a manner approved by the Design Review Committee. To the extent possible, Garage doors shall remain closed at all times.

**4.2.14 Sewage Disposal Systems.** The City municipal sewer system will service the Property. The system will utilize gravity flow lines, although some dwelling units may require a pump system depending on the slope of the Unit and location of the dwelling unit vis-a-vis the sewage lines. No private septic tank shall be placed on the Property.

**4.2.15 Water System.** The City municipal water system will service the Property.

**4.2.16 Energy Devices, Outside.** No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Design Review Committee consistent with RCW 64.90.510(3)-(7). This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

**4.2.17 Vehicles and Parking .** The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, recreational vehicles, trailers, aircraft and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof on the Property. Each Unit has a Garage and a driveway, for a total of two (2) personal parking spaces. No on-street emergency parking, visitor parking, or storage shall continue for more than forty-eight (48) hours. No vehicle of any kind shall obstruct access to a Garage, driveway or a pathway through the Property. Unauthorized vehicles are subject to towing and removal at the vehicle owner's risk and expense.

**4.2.18 Animals/Pets.** No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance, and does not otherwise violate any further conditions of this Section. A maximum of two household (2) pets is permitted per Unit, which may consist of two (2) domesticated dogs, two (2) domesticated cats, or other household pets, or combinations thereof, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent or chronic barking by dogs shall be considered a nuisance. Each dog shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Unit Owner's Unit. Each Unit Owner shall immediately clean up defecation from its animal(s), wherever located. Failure to do so may, at the Board's discretion, result in a Limited Assessment being levied against such Unit Owner. In addition to the above restrictions, no large animal keeping, including horses, shall be allowed on any Unit or any Common Area.

**4.2.19 Landscaping.** The Property has permanent artificial lawn turf, natural landscape and installed landscape (shrubbery and trees) that will be maintained by the Association. In the event a Unit Owner damages such landscaping the cost to repair the same shall be borne by the Unit Owner as a Limited Assessment.

**4.2.20 Fireworks, Outdoor Burning and Fireplaces.** The use of fireworks and the act of any and all outdoor burning, such as the burning of brush, outdoor recreational fire pits, etc. is strictly forbidden and subject to fines by the Association. No wood stoves may be installed in a Unit. Gas or electric fireplace inserts may be installed in a Unit with the prior approval of the Design Review Committee.

**4.2.21 Antennas.** Except as may be provided in ARTICLE XI or as required to be permitted under applicable law, no radio, television or other antennas of any kind or nature, or device for reception or transmission of radio, microwave, or similar signal, shall be placed or maintained upon any Unit unless in accordance with the Design Review Guidelines and specifically approved by the Design Review Committee.

**4.2.22 Lighting.** Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Unit. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the Design Review Committee prior to installation. Lighting shall be restrained in design, and excessive brightness or unnecessary lighting shall be avoided.

**4.2.23 Leasing of Units.** A Unit Owner may lease all or any portion of the Owner's Unit (including the Garage) or any portion of a Limited Common Area appurtenant only to the Unit to any lessee on such terms and conditions as they may agree, except that (a) no lease or rental agreement may relate to less than the whole of any Unit, and (b) no lease or rental agreement for a Unit may be for any purpose other than residential purposes. Any lease or rental agreement must be in writing and provide by its terms that the lease or rental agreement is subject in all respects to the Project Documents. Any failure by a lessee to comply with the terms of the Project Documents is a default under the lease, whether or not it is expressed therein, and the Unit Owner is liable for any costs incurred which result from the lessee's actions. No Unit may be the subject of any "timeshare" or other similar agreement.

**4.2.24 Utilities and Transportation Improvements and Easements.** No lines, wires or other services for the communication of electric current or power, including telephone, television, and radio signals, shall be constructed or maintained on the Property unless they are contained in conduits or cables installed underground, or concealed in, under, or on buildings or other structures approved by the Design Review Committee.

The Declarant hereby reserves, declares, grants and conveys to the Association, and/or any providing utility company nonexclusive easements upon, across, over and under all Common Areas, and also a strip of land extending 10 feet from each side of the edge of each road or alley right-of-way or easement, unless indicated differently on the recorded plat, for the purpose of constructing, repairing, maintaining and operating: all utilities (whether public or private), including, but not limited to, water, sewer (if any), electricity, gas, telephone, cable television, communication or control lines; and all roadways, alleys, paths, and trails, whether or not such improvements physically encroach on any Units when finally completed. By virtue of this easement, it shall be expressly permissible for the Declarant and its contractors, the Association, and/or any providing utility company to construct and maintain the necessary facilities, including said portions of Units, to accomplish the foregoing.

**4.2.25 Exemption of Declarant.** Nothing contained herein shall limit the right of Declarant to subdivide, recombine, reconfigure or re-subdivide any portion of the

Property, including unsold Units and Common Areas, to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies or others. Nor shall anything contained herein limit the right of Declarant to excavate, grade and construct improvements, including landscaping alterations, or to alter any of the foregoing or its construction plans and designs, or to construct such additional improvements as Declarant deems advisable in its sole discretion in the course of development of the Property so long as any Unit within the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures, signs and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sales lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Unit by a purchaser from Declarant to grant, establish and/or reserve on that Unit additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any structures on the Property as model home complexes or real estate sales or leasing offices. Declarant need not seek, or obtain approval from the Unit Owners or the Design Review Committee in connection with any improvement constructed or placed by Declarant or an affiliate of Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property, by an express written assignment recorded in the Office of the Benton County Auditor.

**4.2.26 Conveyances to and from Municipalities** The Association shall not convey any Common Area to any political subdivision without the approval of Unit Owners representing at least eighty percent (80%) of the total votes in the Association. Proceeds of the sale, if any, shall be an asset of the Association. The Board shall have the power to receive a conveyance of any property interest from a political subdivision or any or individual or entity and to hold such property interest as Common Area. This Section does not apply to eminent domain proceedings pursuant to RCW 64.90.030.

## **ARTICLE V. THE HIDDEN HILLS OWNERS ASSOCIATION**

**5.1 Organization of the Hidden Hills Owners Association.** The Hidden Hills Owners' Association shall be initially organized by Declarant as a Washington nonprofit corporation under the provisions of the Washington Code relating to general nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Declarant might adopt pertaining to the Hidden Hills Condominiums.

**5.2 Board of Directors and Officers.** Subject to the rights and obligations of Declarant as set forth in this Declaration and to the rights and obligations of the other Unit Owners, and the Association will be responsible for the administration and operation of

the Property. The Board of Directors will exercise all powers, duties and authority of the Association not reserved to Declarant or the Members by this Declaration, the other Project District Documents, or other applicable law.

**5.3 Appointment of Officers and Directors by Declarant.** During the Period of Declarant Control, the Declarant will have the right to appoint and remove the directors of the Board and the officers of the Association; provided, that: (a) not later than sixty (60) days after conveyance of twenty five percent (25%) of the Units that may be created to Unit Owners other than the Declarant, at least one member and not less than twenty five percent (25%) of the members of the Board must be elected by the Members other than the Declarant; and (b) not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Unit Owners other than the Declarant. During the Period of Declarant Control the Declarant may: (a) veto or approve a proposed action of the Board or the Association; (b) attend meetings of Members and meetings of the Board (except during executive session of the Board); and (c) have access to the records of the Association to the same extent as a Member. Within thirty (30) days after the termination of the Period of Declarant Control, the Board must schedule a transition meeting, as contemplated in RCW 64.90.415(4) and elect members to the Board. Notwithstanding the foregoing, Declarant may voluntarily surrender the right to appoint, remove and replace Directors and officers of the Association before the end of the Period of Declarant Control by providing a notice to that effect to the Association and otherwise complying with the procedures for termination of this Special Declarant Right, as set forth in the Bylaws. However, upon voluntarily terminating this Special Declarant Right in advance of the expiration of the Period of Declarant Control, Declarant may require that specified actions of the Association or the Board, as described in an instrument executed and recorded by Declarant in the office of the County Auditor of Benton County, Washington, be approved by Declarant before those actions become effective.

**5.4 Membership.** Each Unit Owner, by virtue of being a Unit Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association, shall be appurtenant to the Unit owned by such Unit Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of the Unit Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. If the transfer is pursuant to a contract for deed, the Unit Owner's membership shall transfer to the buyer under said contract. The Board may impose a Limited Assessment on the transfer of membership to cover the administrative costs of the membership transfer process by the Association.

**5.5 Voting Rights.** Each Member will be entitled to vote on Association matters in accordance with the Bylaws.

**5.6 Notice of Membership.** Any Person, on becoming a Member, will furnish the Secretary of the Association with a photocopy or certified copy of the recorded



instrument or such other evidence as may be specified by the Board under the Bylaws, vesting the Person with the interest required to make him a Member.

**5.7 Owner's and Association's Addresses for Notices.** At the same time that the Member provides notice of membership as required by Section 5.6 herein, the Member will provide the Association with (a) the single name, address and email address for which any notices given pursuant to the Project Documents shall be sent to the Member associated therewith, (b) written consent of the Member to receive electronically transmitted notices, and (c) the number of Units owned by the new Member. In the event of any change in the facts reported in the original written notice, including any change of ownership, the Member will give a new written notice to the Association containing all of the information required to be provided in the original notice described in Sections 5.6 and 5.7. The Association will keep and preserve the most recent written notice received by the Association with respect to each Member. If no address is provided to the Association, or if all of the Unit Owners cannot agree on a single address, then all notices will be sent to the address of the Unit until the Owner provides a single address to the Association as required under this Section 5.7. If the Association sends any notice to the address of the Unit, such notice will be deemed duly given if delivered to any person occupying the Unit or sent to the Unit by any other means specified for a particular notice in the Project Documents. If a Unit is unoccupied, the notice will be held and available for the Unit Owners of the unoccupied Unit at the principal office of the Association.

**5.8 Board of Directors and Officers.** The affairs of the Association shall be conducted and managed by the Board and such officers as may be appointed by the Declarant during the Period of Declarant Control or by the Board in accordance with the Articles and Bylaws, as the same may be amended from time to time. Following the expiration of the Period of Declarant Control, the Board of the Association shall be elected in accordance with the provisions set forth in the Bylaws.

**5.9 Power and Duties of the Association.**

**5.9.1 Powers.** The Association shall have the powers of a corporation organized under the corporation laws of the State of Washington applicable to nonprofit corporations, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Washington law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, and the affairs and the performance of the other responsibilities herein assigned, including without limitation:

**5.9.1.1 Assessments.** The power to levy Assessments on any Unit Owner and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

**5.9.1.2 Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Unit Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

**5.9.1.3 Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any Person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. The foregoing notwithstanding, the Declarant will have the right to appoint and remove the members of the Design Review Committee for a period of time, as provided in ARTICLE IX.

**5.9.1.4 Association Rules.** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas by the Unit Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Unit Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be delivered to each Owner and shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or other Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

**5.9.1.5 Emergency Powers.** The power, exercised by the Association or by any Person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Association.

**5.9.1.6 Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Unit Owners for the purpose of constructing, erecting, operating or maintaining:

(1) Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

(2) Sewers, storm drains, underground irrigation pipes, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

(3) Mailbox and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

**5.9.2 Duties.** In addition to duties necessary and proper to carry out the power delegated to the Association by the Act, this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the duties set forth below. The Association may hire a manager or outside management company to perform any or all of these duties.

**5.9.2.1 Operation and Maintenance of Common Area.** Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss, provided, however, that the Association is not responsible to provide for the maintenance and management of any Limited Common Area. Unit Owners' shall provide for the maintenance and management of the Limited Common Areas as described in Exhibit "C". The Association shall, at Declarant's sole discretion, operate and maintain all properties owned by Declarant, which are designated by Declarant for temporary or permanent use by Members.

**5.9.2.2 Reserve Account.** Undertake a Reserve Study when required to by Washington law. The Budget must take the results of the most recent Reserve Study into account and must include an allocation to a reserve fund in an amount determined by the Board to be sufficient to meet the projected capital needs of the Association to fund major maintenance, repair and replacement of Common Areas. The reserve fund will either be (a) deposited with a banking institution insured by the FDIC or successor entity or (b) invested in obligations of, or fully guaranteed as to principal by, the United States of America. Sums in the reserve fund will be expended only for the costs of repair, replacement, maintenance and improvement of the Common Areas.

**5.9.2.3 Taxes and Assessments.** Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

**5.9.2.4 Water and Other Utilities.** Acquire, provide and/or pay for water, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area.

**5.9.2.5 Insurance.** Obtain and provide insurance for the Association pursuant to Section 5.13.

**5.9.2.6 Rule Making.** Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

**5.9.2.7 Newsletter.** If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

**5.9.2.8 Design Review Committee.** Appoint and remove members of the Design Review Committee, after the Declarant no longer has the right to appoint and remove the members of the Design Review Committee, as provided in ARTICLE IX.

**5.9.2.9 Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to carry out or enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Benton County Auditor, as more fully provided herein.

**5.9.2.10 Private Streets, Signs and Lights.** Maintain, repair or replace any private streets, street signs and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City consents to such waiver.

**5.10 Personal Liability.** No member of the Board, member of any committee of the Association, member of any special Declarant committee (including the Design Review Committee) any officer of the Association, the Declarant, or the manager, if any, shall be personally liable to any Unit Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or

any other representative or employee of the Association, the Declarant, or the Design Review Committee, or any other committee, or any officer of the Association, or the Declarant, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct, and, provided that such Person has so acted, the Association shall indemnify and hold harmless said Person from any damage, loss or prejudice aforesaid.

**5.11 Budgets and Financial Statements.** Financial statements for the Association shall be prepared at least annually and copies shall be distributed to each Member of the Association as follows:

**5.11.1 Preparation of Budget.** Not less than thirty (30) days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Regular Assessments of the Association to be paid during the year. The Budget must reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus from prior years, any income expected from sources other than assessments, and the amount to be generated via assessments. Subject to the ratification requirements set forth below, the Board may revise the Budget from time to time to account for and defray additional expenses of the Association. Upon ratification of a Budget each such fiscal year, the Board shall assess all Units with assessments as provided in this Declaration.

**5.11.2 Ratification of Budget.** Within thirty (30) days after the adoption by the Board of any proposed regular or special Budget, the Board shall mail a summary of the Budget to all Members and shall call for a meeting of the Members to consider ratification of the Budget. The date of the meeting cannot be less than fourteen (14) days, nor more than fifty (50) days, after the mailing of the summary. As part of the summary, the Board shall disclose to the Members those matters described in RCW 64.90.525, as it may be amended or supplanted. The Budget will automatically be ratified unless disapproved at a meeting by Members representing at least sixty-seven percent (67%) of the total Members in the Association. Such ratification will be effective regardless of whether a quorum is present. If any proposed Budget is disapproved or the Board fails for any reason to determine the Budget for any fiscal year, then the Budget most recently in effect will continue in effect until a new Budget is ratified.

**5.11.3 Annual Financial Statements.** Within one hundred twenty (120) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Unit Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year.

**5.12 Meetings of Association.** Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other Persons may be excluded.

**5.12.1 Notice and Place of Meetings.** Notice for all Association meetings, regular or special, shall be given to each Member as set forth in the Bylaws. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board.

**5.12.2 Quorum.** The presence at any meeting in person or by proxy of twenty percent (20%) of the voting power of the Association shall constitute a quorum for the conduct of regular business of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may, as otherwise provided by law, adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above.

### **5.13 Insurance.**

**5.13.1 Insurance Maintained by the Association.** The Board shall procure for the Association and continuously maintain one or more policies of insurance, all of which must comply with and be subject to all provisions of the Act, including RCW 64.90.470 or successor statute, as follows: (a) for the Common Areas, insurance against property loss or damage by fire or other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation), or such other fire and casualty insurance as the Board determines will give substantially equal or greater protection; (b) commercial general liability insurance for the Association, the Owners, the Declarant and any agents, guests, invitees, licensees, or others, incident to the use and ownership of the Common Areas, in an amount of not less than \$1,000,000 for any single occurrence and with a "severability of interest" endorsement; (c) fidelity coverage naming the Association to protect against dishonest acts by the Board or any officers, agents or other persons responsible for handling Association funds; (d) worker's compensation insurance to the extent required by applicable laws; (e) insurance against loss of personal property to the Association by fire, theft and other losses; and (f) any other insurance the Board deems advisable. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, have an A.M. Best's rating of not less than A-/VIII, and are otherwise authorized to do business in the state of Washington. All such insurance policies shall provide that coverage may not be cancelled or substantially modified without at least thirty (30) days' prior written notice (except for cancellation due to nonpayment of premium which will require not less than ten (10) days' prior written notice) to all insureds named therein. The Board will determine the appropriate deductibles associated with any policies of insurance maintained by the Association. The Association shall endeavor to maintain insurance that satisfies the requirements of Institutional Mortgagees.

**5.13.2 Unit Owner's Insurance.** Each Unit Owner, at its own expense, shall obtain and maintain insurance on its Unit and all Limited Common Areas appurtenant to such Unit against property loss or damage by fire or other hazards covered by the standard extended coverage endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation), or such other fire and casualty insurance as the Board determines will give substantially equal or greater protection. Each Unit Owner is solely responsible for insurance on the Unit Owner's personal property and equipment within such Unit and all Limited Common Areas appurtenant to such Unit. Nothing hereby precludes any Unit Owner from also carrying any public liability insurance as the Unit Owner deems desirable to cover individual liability for damage to persons or property occurring inside its Unit or elsewhere upon the Property. Such policies will not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association occurs and the proceeds payable thereunder are reduced by reason of insurance carried by any Unit Owner, such Unit Owner shall assign the proceeds of such insurance carried by the Unit Owner to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

**5.13.3 Required Provisions.** The insurance policies to be maintained pursuant to this Section 5.13 must:

- (i) Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Areas or membership in the Association;
- (ii) Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Unit Owner and their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;
- (iii) Provide that if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of, any other insurance obtained by or for any Unit Owner or any lienholder;
- (iv) Provide that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or

when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law;

(v) Contain no provision (other than insurance conditions) which will prevent First Mortgagees from collecting insurance proceeds;

(vi) Contain, if available, an agreed amount and inflation guard endorsement; and

(vii) Meet all applicable requirements set forth in Section 12.7.

**5.13.4 Waiver of Claim Against Association.** As to all policies of insurance maintained by or for the benefit of the Association and the Unit Owners, the Association and the Unit Owners hereby waive and release all claims against one another, the Board and the Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

**5.13.5 Trustee for Policies.** The Association, acting through its Board, is hereby appointed and is deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies shall be paid to the Board as Trustee. The Board has full power to receive and to receipt for the proceeds and to deal therewith as provided herein. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. Any two directors may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures is binding on all the named insureds.

**5.13.6 Notification on Sale of Unit.** Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Unit Owners of the name and address of the new Unit Owner and request that the new Unit Owner be made a named insured under such policy.

## **ARTICLE VI. RIGHTS TO COMMON AREAS**

**6.1 Use of Common Area.** Every Unit Owner shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Unit subject to the following provisions:

**6.1.1** The right of the Association, as it may hold or control such Common Area, to levy and increase Assessments;



**6.1.2** The right of the Association to suspend the voting rights and rights to use of, or interest in, Common Area recreational facilities (but not including access to private streets, cul-de-sacs, alleys and walkways of the Property) by a Unit Owner for any period during which any Assessment or charge against such Unit Owner's Unit remains unpaid; and for a period not to exceed sixty (60) days for an infraction of the Association Rules.

**6.1.3** The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of all or any part of a Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing eighty percent (80%) of the voting power of the Association has been recorded.

**6.1.4** The right of the Association or the Declarant, to construct Improvements on all Common Areas, including but not limited to providing utility access, private streets, crossings, walkways, trails and other recreational improvements deemed desirable by the Association.

**6.1.5** The rights of the Declarant as expressly provided in Article 13.

**6.2 Delegation of Right to Use.** Any Unit Owner may delegate, in accordance with the Bylaws and Association Rules as the case may be, such owner's right of enjoyment to the Common Area, to the members of such owner's family in residence, and such owner's tenants or contract purchasers who reside on such owner's Unit. Only Declarant or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public.

**6.3 Damages.** Each Unit Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Unit Owner, such owner's resident tenant or contract purchaser, or such owner's family or guests, both minor and adult. In the case of joint ownership of a Unit, the liability of such Unit Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Unit may be collected as provided herein for the collection of other Assessments.

## **ARTICLE VII. ASSESSMENTS**

**7.1 Covenant to Pay Assessments.** Upon transfer of a deed following final plat of a Unit and acceptance of such a deed to any property in Hidden Hills Condominiums, each Unit Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Unit Owner pursuant to the provisions of this Declaration or other applicable instrument.

**7.1.1 Assessment Constitutes Lien.** Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

**7.1.2 Assessment is Personal Obligation.** Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Unit Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such owner's successors in title unless expressly assumed by them but shall remain such owner's personal obligation regardless of whether such person remains a Unit Owner.

**7.2 Designation of Common Area.** Declarant shall designate and reserve Common Area in the Declaration, and Declarant shall have such authority with respect to Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein. All portions of the Property shall be Common Areas, except for (a) the Units, and (b) the driveways abutting the enclosed Garage of each Unit, which shall be Limited Common Areas as described on Exhibit "C" attached hereto.

**7.3 Regular Assessments.** All Unit Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

**7.3.1 Purpose of Regular Assessments.** The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by the Association, and subject to Section 5.11.2.2 of this Declaration, an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements for the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expense").

**7.3.2 Amounts Paid by Owners.** The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, semi-annual or annual installments. Each Unit Owner shall be assessed and shall pay an amount determined annually by the Board of Directors pursuant to Section 5.11 of this Declaration. In computing any change to the amount of Regular Assessments, the Board shall follow procedures for ratification of a budget described in Section 5.11.2 of this Declaration.

**7.4 Special Assessments.** The Board, at any time, may propose a Special Assessment, provided that the Board follows the procedures for ratification of a budget described in Section 5.11.2 and that the Members do not reject the proposed assessment.

In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the projected expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment against the Property. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association, provided that the Board may provide that the Special Assessment may be due and payable in installments over any period it determines and may provide a discount for early payment.

**7.5 Limited Assessments.** Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Unit Owner in the following circumstances:

**7.5.1 Compliance Assessment/Fines.** As a remedy to reimburse and compensate the Association and other Members for costs incurred in bringing the Unit Owner or and/or such owner's Unit into compliance with the provisions of the Project Documents. This includes, without limitation, the ability to impose and collect per diem fines as a Limited Assessment, which may be assessed and imposed separately for each distinct violation.

**7.5.2 Limited Assessments Applicable to Limited Common Areas.** The Board may impose a Limited Assessment in addition to the Regular Assessment for any special maintenance or operating services for Limited Common Areas, as set forth in this Declaration. This would include services for driveway or patio maintenance in the event that the Association agrees to undertake such services. Such Limited Assessments shall be imposed by the Board and charged to those Unit Owners so specially benefited by such services by means of an allocation formula established by the Board.

**7.5.3 Sewer and Water Charges.** Where sewer and water charges by the City serve more than a single Unit through a single water tap, the Association shall be responsible for paying the water or sewer charge and shall charge the Unit Owner the full costs necessary to reimburse the Association, as applicable.

**7.6 Rate of Assessment.** Regular and Special Assessments shall be fixed for each Unit by the Board and may vary from Unit to Unit depending on the level of amenities and services available to each Unit. As an example, Units in a gated subdivision within the Property may be assessed for the maintenance and operation of the additional gate.

**7.7 Assessment Period.** Unless otherwise provided in the Articles or Bylaws, the Assessment period, the "fiscal year," shall commence on January 1 of each year and terminate December 31 of such year. The first Assessment shall be prorated according

to the number of months remaining in the fiscal year and shall be payable in advance. Regardless of the pro rata portion remaining in the current fiscal year, an amount equal to the Assessment for one full year shall be collected upon by the Escrow Agent as part of the closing on an owner's Unit.

**7.8 Notice and Assessment Due Date.** Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of each Unit subject thereto, and to any Person in possession of such Unit. The due dates for installment payment of Regular Assessments and Special Assessments shall be established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within (10) days after its due date. There shall accrue with each delinquent installment payment a late charge equal to Twenty-five Dollars (\$25.00). In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at the lesser of the highest rate permitted by law or eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. Late charges can be modified by a majority vote of the Board. The Association may bring an action against the delinquent Unit Owner and may foreclose the lien against such owner's Unit as more fully provided herein. Each Unit Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Unit Owner may exempt such Unit Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Unit Owner's Unit.

**7.9 Certificate of Unpaid Assessments and Resale Certificate.** The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver a certificate stating the amount, if any, of unpaid Assessments charged to a Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate. In addition, the Board shall furnish resale certificates to the extent required by RCW 64.90.640, and shall provide such other information as may be reasonably requested by a Unit Owner or its First Mortgagee including a certificate confirming the identity of the Unit Owner, its Voting Representative, amount and status of payment of Assessments, any significant anticipated expenses which are not reflected in the budget or for which adequate reserves are not maintained, a summary of any pending or threatened litigation, whether the Unit Owner and its invitees are in compliance with this Declaration and any rules and regulations adopted by the Board, and any other information reasonably requested. All certificates shall be based on the actual knowledge of the Directors then serving on the Board and a reasonable review of the books and records available to them.

**7.10 Special Notice and Quorum Requirements.** Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent

to all Members of the Association and to any Person in possession of a Unit not less than ten (10) days nor more than sixty (60) days before such meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast forty percent (40%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

## **ARTICLE VIII. ENFORCEMENT OF ASSESSMENTS; LIENS; PROCEEDINGS**

**8.1 Right to Enforce.** The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Unit Owner, upon becoming an owner of such Unit, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Unit Owner agrees to pay reasonable attorneys' fees in addition to any other relief or remedy obtained against such Unit Owner. The Board or its authorized representative may enforce the obligations of the Unit Owners to pay such assessments by claim of lien and foreclosure pursuant to Section 8.3 and 8.4 or by commencement and maintenance of a suit to recover a money judgment for an unpaid Assessment. The latter shall be maintainable without foreclosing or waiving the lien hereinafter provided.

**8.2 Authorization Required to Commence Proceedings.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of a majority of the Board of Directors and Members, and, during the Period of Declarant Control, by the Declarant. This Section shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of the Declaration; (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. During the Period of Declarant Control, this section shall not be amended unless such amendment is made by the Declarant and is approved by the percentage votes, and pursuant to the same procedures, necessary to Institute proceedings as provided above. Thereafter, amendment of this section must be approved by the percentage of Board and Member votes required above to comment proceedings.

### **8.3 Assessment Liens.**

**8.3.1 Creation.** There is hereby created a claim of lien with power of sale on each and every Unit to secure payment of any and all Assessments levied against such Unit pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. All

sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective units upon recordation of a claim of lien with the Benton County Auditor. Subject to Section 9.3.5, such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration and claim of lien except for tax liens for real property taxes on any Unit and Assessments on any Unit in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

**8.3.2 Claim of Lien.** Upon default of any Unit Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Benton County Auditor a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Unit(s) against which the same have been assessed, and the name of the record Unit Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may require that the Unit Owner pay the cost of preparing and recording such release before the Association records the same.

**8.4 Method of Foreclosure.** Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of Chapter 61.12, RCW. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Washington as trustee for the purpose of conducting such power of sale or foreclosure.

**8.5 Subordination to Certain Trust Deeds and Mortgages.** The lien for the Assessments provided for herein in connection with a given Unit will also be superior to any lien of a deed of trust or mortgage on the Unit Owner's Unit recorded before the date on which the unpaid Assessment became due, but only to the extent of an amount equal to:

(1) Regular Assessments, excluding any amounts for capital improvements, along with any Special Assessments that are properly assessable against the Unit, which would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of proceedings to foreclose either the Association's lien or the lien of a deed of trust or mortgage; and

(2) The Association's actual costs and reasonable attorneys' fees incurred in foreclosing its lien, but incurred after the giving of the notice described below in this Section 9.5; provided, that the costs and reasonable attorneys' fees that will

have priority shall not exceed two thousand dollars (\$2,000) or an amount equal to the amount described in (1) of this Section 9.5, whichever is less.

The amounts described above in this Section 9.5, shall be prior to the lien of a deed of trust or mortgage on the Unit Owner's Unit recorded before the date on which the unpaid Assessment became due, only if the Association has given that holder not less than sixty (60) days' prior written notice that the Unit Owner is in default in payment of an Assessment consistent with RCW 64.90.485(3)(iii). Upon payment of the amounts described above in this Section 9.5, by the holder of a deed of trust or mortgage on the Unit Owner's Unit the Association's lien shall thereafter be fully subordinated to the lien of such holder's security interest on the Unit.

Except as provided in this Section 9.5 with respect to a trustee or mortgagee who acquires title to or a security interest in a Unit, the sale or transfer of any Unit shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Unit Owner for delinquent Assessments as provided for in this Declaration.

#### **ARTICLE IX. DESIGN REVIEW COMMITTEE**

**9.1 Creation.** Declarant hereby creates a Design Review Committee consisting of no less than three (3) nor more than five (5) Committee members. The initial members of the Design Review Committee shall be appointed by Declarant prior to the sale of any Unit within the Property. Declarant retains the right to control any construction or design review process, select, appoint, supervise, and remove all members of the Design Review Committee until the earlier to occur of: (a) the date that is fifty (50) years following the date this Declaration is recorded, and (b) when the Declarant voluntarily surrenders all rights to select, appoint supervise and remove Committee members as evidenced by written notification to the Board of such relinquishment of rights. Thereafter, members of the Design Review Committee shall be appointed by the Board. Individuals appointed to the Design Review Committee, other than those appointed by Declarant, must satisfy such requirements as may be set forth in the Design Guidelines.

**9.2 Design Guidelines.** The Design Review Committee may establish reasonable procedural rules, regulations, restrictions, architectural standards and design guidelines (the "Design Guidelines"), which the Design Review Committee may, from time to time, amend, repeal or augment; provided, that if Declarant has the right to appoint and remove members of the Committee, any change in the Design Guidelines will be effective only if approved by Declarant. Thereafter, any change in the Design Guidelines will be effective only if approved by the Board. The Design Guidelines are incorporated herein and shall be deemed to be a part of this Declaration and shall be binding on all Unit

Owners, Members and other Persons as if expressly set forth herein. A copy of the current Design Guidelines, if adopted, shall at all times be a part of the Association's records.

If adopted, the Design Guidelines shall not apply to, and nothing contained in this Declaration shall be construed to prevent or impair in any way, any development, operation, construction or improvements by Declarant or any related development, building or construction entity within the Property.

**9.3 Review of Proposed Construction.** The Design Review Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Declarant (or the Board at such time when Declarant no longer has the right to appoint and remove members of the Committee), including the inspection of construction in progress to assure its conformance with plans approved by the Design Review Committee. Declarant (or the Board at such time when Declarant no longer has the right to appoint and remove members of the Committee), shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Design Review Committee review and approval. The Design Review Committee shall have the power to hire architects licensed with the State of Washington to assist the Design Review Committee in its review of proposals or plans and specifications submitted to the Design Review Committee. The Design Review Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

**9.3.1 Conditions on Approval.** The Design Review Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Unit Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

**9.3.2 Design Review Committee Rules and Fees.** The Design Review Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules will require a standard fee to accompany each application. The Design Review Committee, from time to time, shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Design Review Committee, including the cost and expense of hiring architect(s), as provided above, or for such other purposes as established by the Declarant (or the Board at such time when Declarant no



longer has the right to appoint and remove members of the Committee). Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements.

**9.3.3 Detailed Plans.** The Design Review Committee may require such detail in plans and specifications submitted for its review as it deems proper. Until receipt by the Design Review Committee of any required plans and specifications, the Design Review Committee may postpone review of any plan submitted for approval.

**9.3.4 Design Review Committee Decisions.** Decisions of the Design Review Committee and the reasons therefore shall be transmitted by the Design Review Committee to the Applicant at the address set forth in the application for approval. Normally the decision will be transmitted within thirty (30) calendar days after filing all materials required by the Design Review Committee. An applicant shall not be deemed approved until a written decision has been transmitted by the Design Review Committee.

**9.4 Meetings of the Design Review Committee.** The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. The Design Review Committee may from time to time by resolution unanimously adopted in writing, designate a Design Review Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Design Review Committee, except the granting of variances pursuant to Section 9.9. In the absence of such designation, the vote of a majority of the members of the Design Review Committee taken without a meeting shall constitute an act of the Design Review Committee.

**9.5 No Waiver of Future Approvals.** The approval of the Design Review Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Design Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

**9.6 Compensation of Members.** Declarant may, in its discretion, make a recommendation to the Board for reasonable compensation to members of the Design Review Committee for their services. If the Declarant no longer has the right to appoint and remove members of the Committee, the Board may, in its discretion, provide for reasonable compensation to members of the Design Review Committee for their services. In any event, members of the Design Review Committee shall be entitled to be reimbursed for expenses incurred by them in the performance of their duties hereunder.

**9.7 Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

**9.7.1** Upon the completion of any work for which approved plans are required under this Article, the Unit Owner shall give written notice of completion to the Design Review Committee.

**9.7.2** Within sixty (60) days thereafter, the Design Review Committee or its duly authorized representative may inspect such Improvement. If the Design Review Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Unit Owner in writing of such non-compliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Unit Owner to remedy the same.

**9.7.3** If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Design Review Committee determines to be reasonable, the Unit Owner has failed to remedy such noncompliance, the Design Review Committee shall notify the Board in writing of such failure. Thereafter, the Association, acting through the Board, may remove the non-complying improvement, remedy the noncompliance (and the Unit Owner shall be obligated to compensate the Association and provide it with reimbursement for all costs and expenses incurred in connection therewith) or levy the Limited Assessment described in this Section. The Board, on behalf of the Association, shall have authority to immediately levy a Limited Assessment against such Unit Owner in the amount of \$100.00 per day from the date of the Design Review Committee's determination of noncompliance continuing through the date corrections are completed, as a compensatory charge to the Association and other Members for such violation, plus all amounts necessary to provide reimbursement of costs expended (or an estimated amount of costs expended and to be expended) by Declarant, the Board and/or the Design Review Committee in connection with the review, removal or remedy, as applicable, of the noncompliance. The Board shall have the right, in its discretion, to periodically increase the \$100.00 per day amount described in the preceding sentence in order to reflect the impact of inflation. Such reimbursable costs shall include all actual or estimated costs of remedying such non-compliance, if applicable, reasonable attorneys' fees incurred or to be incurred, reimbursement for time spent by members of the Design Review Committee, Declarant and/or the Board incurred in connection with any review or consideration of such noncompliance and all other out-of-pocket expenses. The Association may pursue collection of such limited assessment as against such Unit Owner and such owner's Unit pursuant to this Declaration.

**9.7.4** If for any reason the Design Review Committee fails to notify the Unit Owner of any noncompliance within one hundred eighty (180) days after receipt of the written notice of completion from the Unit Owner, the work shall be deemed to be in accordance with the approved plans.

**9.8 Non-Liability of Design Review Committee Members.** Neither the Design Review Committee nor any member thereof, nor its duly authorized Design Review Committee representative, shall be liable to the Association, or to any Unit Owner, Grantee or Declarant for any loss, damage or injury arising out of or in any way connected

with the performance of the Design Review Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Design Review Committee. The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Design Review Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

**9.9 Variances.** The Design Review Committee may authorize variances from compliance with any of provisions of this Declaration or any Supplemental Declaration. Such variances must be evidenced in writing, must be signed by a majority of the members of the Design Review Committee, and shall be effective upon the date stated in such variance or, if none, upon execution thereof by the requisite majority of the members of the Design Review Committee. If any variances are granted, no violation of this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

## **ARTICLE X. EASEMENTS**

**10.1 Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to minor unintentional wrongful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Unit Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of a Unit Owner. In the event a structure on any Unit is partially or totally destroyed, and then repaired or rebuilt, the Unit Owners agree that minor encroachments over adjoining Units that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section.

**10.2 Easements of Access.** All Unit Owners will have a perpetual easement for access, ingress and egress over the Common Area, including the open spaces, private streets, and walkways, but excluding any Limited Common Area. This easement shall run with the land. Such easements may be used by the Declarant, and by all Unit Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Unit or Common Area. No wall, fence or barrier of any kind shall be constructed or maintained on any private road on the Property or portion thereof which would prevent or unreasonably impair the use or free access to and movement

between the Units and the adjoining roadways, including without limitation, pedestrian and vehicular traffic.

**10.3 Drainage and Utility Easements.** Declarant expressly reserves for the benefit of the Board and its successors-in-interest and assigns, including the Association, irrevocable easements and licenses over and under the entire Property (together with the right to grant and transfer the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, heating, air condition, and ventilation-related items, gas, data, telephone, television and other utility lines and services, as may be deemed appropriate to service the Property and the Units.

**10.4 Conservation Easement.** In the event that a Conservation Easement, as defined in RCW 64.04.130, is created at any time, the following uses shall be permitted:

(a) Utility uses that benefit the Association or Unit Owners shall be permitted.

(b) Other related activities as deemed reasonable or necessary to manage and maintain the Conservation Easement consistent with the overall objective of the preservation of wildlife.

The following uses shall not be permitted:

(a) Hunting, trapping or intentional flushing of birds, deer, elk or other protected animals or any other activity that may be harmful to or which constitute harassment of such wildlife.

Only leashed pets shall be permitted on the Conservation Easement, and each Unit Owner shall be responsible for assuring compliance with regard to their household pets, or those of their family members, guests, invitees, licensees or tenants.

## **ARTICLE XI. SPECIAL DECLARANT RIGHTS AND ADDITIONAL RESERVED RIGHTS**

**11.1 General Provisions.** The rights and privileges of the Declarant as set forth below in this ARTICLE XI are (a) in addition to and do not limit any other rights and privileges of the Declarant under any Project Document and (b) may not be suspended, superseded or modified in any manner without the Declarant's written consent. The Declarant shall have the following Special Declarant Rights:

**11.1.1 Completion of Improvement.** The right to complete Improvements as may be indicated on any Plat filed with respect to the Property.

**11.1.2 Development Rights.** The right to exercise all development rights in connection with the development of the Property ("Development Rights"), including

without limitation the right or combination of rights hereby reserved by Declarant as follows:

**11.1.2.1** The exclusive right to modify road, water, sewer, dry utilities and fire systems in accordance with any requirements of the City or any other governing agency having jurisdiction for such systems.

**11.1.2.2** The right to develop the Property in such phases as Declarant deems appropriate.

**11.1.2.3** The right to appoint the Design Review Committee and to exercise the rights provided to Declarant for management and operation of the Design Review Committee during the period of time stated in ARTICLE XI.

**11.1.2.4** The right to appoint any other special declarant committee pursuant to the Act.

**11.1.3 Sales Activities.** The right to maintain sales and management offices, signs advertising the project and model residences on the Common Area and on Units owned by Declarant, whether contained within the Property Initially subject to this Declaration.

**11.1.4 Easements.** The right to use easements through the Common Area on the Property for the purpose of making Improvements on the Property.

**11.1.5 Association Directors and Officers.** The right to appoint any officer or Director of the Association, as provided in this Declaration or the Bylaws.

**11.1.6 Order of Exercise of Declarant's Rights.** The fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on one portion of the will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to any other portion of the Property.

**11.2 Supplemental Provisions Regarding Declarant's Rights.** Without limiting the generality of the foregoing, certain of these Special Declarant Rights are explained more fully in this Article below. Further, Declarant reserves the additional rights retained for the benefit of Declarant in this Article and in other provisions of this Declaration.

**11.3 Reservation of Easement for Construction.** Declarant hereby reserves for itself and its successors and assigns and for Unit Owners in all future phases of the Hidden Hills Condominiums a perpetual easement and right-of-way for access over, upon and across the Property for construction, utilities, drainage, ingress and egress, and for the use of the Common Area. The location of these easements and rights-of-way may be made certain by Declarant or the Association by instruments recorded in Benton County,

Washington. Declarant further reserves the right to establish from time to time, by dedication or otherwise, utility, ingress and egress, and other easements over and across the Common Areas, and to create other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property of Declarant

**11.4 Reservations of Easements, Exceptions and Exclusions for Utilities, Infrastructure and Access.** Declarant reserves for itself and its successors and assigns, and hereby grants to the Association, acting through the Board of Directors, the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits or licenses over the Common Area, for purposes including but not limited to streets, paths, walkways, drainage, recreations areas and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Unit Owners and the Association, in order to serve the Unit Owners. Declarant also reserves for itself and its successors and assigns, and grants to the Association, the concurrent right to establish from time to time, by instruments recorded in Benton County, Washington, such easements, permits or licenses over the Common Area for access by certain persons (other than Unit Owners and such owners' families and guests) who may be permitted to use designated portions of the Common Area as Declaration.

**11.5 Maintenance Easement.** An easement is hereby reserved by Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents.

**11.6 Drainage Easement.** An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Unit Owners, the Association and Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employee, successors and assigns must inform and obtain the approval of the Board of Directors prior to undertaking such drainage work, which approval will not be unreasonably withheld.

**11.7 Declarant's Right Incident to Construction.** Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such

a way as to unreasonably interfere with the occupancy, use, enjoyment or access to a Unit by that Unit Owner and such owners' family, tenants, employees, guests, or invitees.

**11.8 Easements Deemed Created.** All conveyances of Units hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easement contained in this Article, even though not specific reference to such easements or to this Article appears in the instrument for such conveyance.

## **ARTICLE XII.**

### **First Mortgagee Rights**

**12.1 First Mortgagee's Nonliability.** A First Mortgagee will not, merely by reason of its security interest, be liable for the payment of any Assessment, nor for the observation or performance of any covenant or restriction in this Declaration, except (a) those enforceable by equitable relief and not requiring the payment of money, or (b) except as provided in this ARTICLE XII.

**12.2 First Mortgagee's Rights During Foreclosure.** During the pendency of any proceeding to foreclose a mortgage, including any redemption period, the First Mortgagee may exercise all rights and privileges of the Unit Owner of the encumbered Unit, including, without limitation, the right to vote in the Association, to the exclusion of the Unit Owner's exercise of by a First Mortgagee. Upon demand, the Association shall execute a written subordination agreement to confirm the priority of the First Mortgage.

**12.3 First Mortgagee as Owner.** Any Person that becomes a Unit Owner, including a First Mortgagee or its successors or assigns, will be subject to all provisions of this Declaration, including, without limitation, the obligation to pay assessments.

**12.4 Free and Clear Title.** If a First Mortgagee acquires title to a Unit through foreclosure or deed in lieu thereof, it will not be liable for any unpaid assessments that became due prior to the date that title vests with the First Mortgagee, except as may be required by Washington law.

**12.5 Survival of Assessment Obligations.** After foreclosure, any unpaid assessment will continue to exist and remain a personal obligation of the Unit Owner against whom the same was assessed. The Association will use reasonable efforts to collect the unpaid assessment from the former Unit Owner.

**12.6 Notices.** Upon receipt by the Association from any Institutional Mortgagee (as opposed to First Mortgagees who are not Institutional Mortgagees) of a copy of the First Mortgage held by such Institutional Mortgagee on a Unit, together with written request therefor from such Institutional Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such Institutional Mortgagee the below-described notices (until the Association receives a written request from such Institutional Mortgagee to discontinue sending the following items or until the First Mortgage is discharged of record). The failure of the Association to send any such

notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

**12.6.1 Notice of Meetings.** A copy of any notice of a meeting of the Association or of the Board that is thereafter sent to the Unit Owner of such Unit.

**12.6.2 Financial Statements.** A copy of any financial statement of the Association that is thereafter sent to the Unit Owner of such Unit.

**12.6.3 Damage to Common Areas.** Written notice of any damage to the Common Areas that affects a material portion thereof.

**12.6.4 Condemnation of Common Areas.** Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Areas.

**12.6.5 Matters Affecting Declaration.** Written notice of any material amendment to, or the abandonment or termination of, this Declaration or of any proposed action that would require the consent of Institutional Mortgagees.

**12.6.6 Delinquencies.** Written notice of any failure by a Unit Owner owning a Unit encumbered by a First Mortgage held by such Institutional Mortgagee to perform his or her obligations under the Project Documents, including, but not limited to, any delinquency in the payment of any assessments, where such failure or delinquency has continued for a period of sixty (60) days.

**12.7 Insurance Policy Terms.** The insurance policy required under Section 5.13 shall contain a standard Mortgagee clause which shall, if reasonably obtainable:

**12.7.1 Reference to All Holders of Mortgages.** Provide that any reference to a Mortgagee in such policy shall mean and include all holders of Mortgages covering any Unit, in their respective order and preference, whether or not named therein;

**12.7.2 Mortgagee's Interest not to be Invalidated.** Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board of Directors or Owners or any persons under any of them.

**12.7.3 Waiver of Certain Provisions.** Waive any provision invalidating such Mortgagee clause by reason of the failure of any Mortgagee to notify the insurer of



any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

### **ARTICLE XIII. MISCELLANEOUS**

**13.1 Term.** The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run for a term of thirty (30) years from the date this Declaration is recorded, unless amended as herein provided. Thereafter, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by members holding at least eighty percent (80%) of the voting power of the Association and such written instrument is recorded with the Benton County Auditor. Further provided that the Association shall not be dissolved without the prior written approval of the City, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable governmental requirements.

#### **13.2 Amendment.**

**13.2.1 By Declarant.** Except as provided in Section 13.2.2 below, upon thirty (30) days advance notice to Unit Owners, the Declarant may, without a vote of the Members or approval by the Board, unilaterally adopt, execute and record a corrective amendment or supplement to this Declaration or the other Project Documents to correct a mathematical mistake, an inconsistency or a scrivener's error, or to clarify an ambiguity in this Declaration or the other Project Documents with respect to an objectively verifiable fact. The Declarant may also, without a vote of the Members or approval by the Board, unilaterally adopt, execute and record an amendment to this Declaration or the other Project Documents in connection with the exercise of the Declarant's development rights, as contemplated in RCW 64.90.250.

**13.2.2 In General.** Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration, may be amended (a) by the consent of the Unit Owners of two-thirds of all Units, together with (b) the approval or ratification of a majority of the Board. The aforementioned consent may be evidenced by a writing signed by the required number of Unit Owners and Board members thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Association called and held in accordance with the Association's Bylaws. Any amendment shall be effective upon its recordation with the Benton County Auditor. Any amendment to this ARTICLE XIII shall require the vote or written consent of Members holding sixty-seven percent (67%) of the voting power of the Association.

**13.2.3 Amendments to Comply with Lender Requirements.** In addition to the foregoing, the Declarant and the Board have the power and authority,

without the vote of the Association, to amend this Declaration and to enter into such contracts and agreements on behalf of the Association as are required in order to satisfy the guidelines of Institutional Mortgagees so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of First Mortgages encumbering Units. Each Unit Owner agrees that it will benefit the Association and the Members, as a class of potential mortgage borrowers and potential sellers of their Units, if Institutional Mortgagees approve the Property as a qualifying condominium project under their respective policies, rules and regulations as adopted from time to time.

### **13.3 Enforcement and Non-Waiver.**

**13.3.1 Violations and Nuisances.** The failure of any Unit Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action by the Declarant, the Association or any Unit Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Declarant, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof, and only if such self-help is preceded by reasonable notice to the Unit Owner.

**13.3.2 Violation of Law.** Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law or equity.

**13.3.3 Remedies Cumulative.** Each remedy provided herein is cumulative and not exclusive.

**13.3.4 Non-Waiver.** The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

**13.4 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Washington.

**13.4.1 Restrictions Construed Together.** All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

**13.4.2 Restrictions Severable.** Notwithstanding the provisions of the foregoing Section, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

**13.4.3 Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

**13.4.4 Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

**13.5 Successors and Assigns.** All references herein to Declarant, Unit Owners, Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Declarant, Unit Owners, Association or Person.

*[Signature page to follow]*

The undersigned, being the Declarant herein, has executed this Declaration on the date first written above.

DECLARANT:

1025 PARK AVE, LLC, a Washington limited liability company

By: [Signature]  
Name: J. Trinidad Garibay  
Its: Manager

By: [Signature]  
Name: Karl Kohne  
Its: Manager

By: [Signature]  
Name: David Magaña  
Its: Manager

STATE OF WASHINGTON )  
: ss  
COUNTY OF BENTON )

On this 6<sup>th</sup> day of March, 2024, personally appeared before me J. Trinidad Garibay, to me known to be the Manager of 1025 Park Ave, LLC a Washington limited liability company, the Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



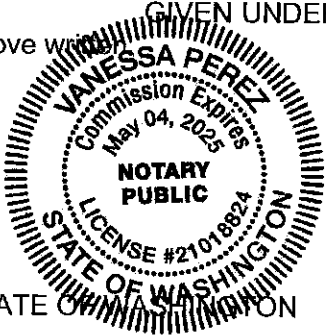
Vanessa Perez [Signature]  
Notary Public in and for the State of Washington  
residing at PASCO, WA  
My Commission Expires: MAY 04<sup>th</sup> 2025

Signature Page to Declaration of Covenants, Conditions and Restrictions  
Hidden Hills Condominiums

STATE OF WASHINGTON )  
: ss  
COUNTY OF BENTON )

On this 7<sup>th</sup> day of March, 2024, personally appeared before me Karl Kohne, to me known to be the Manager of 1025 Park Ave, LLC a Washington limited liability company, the Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



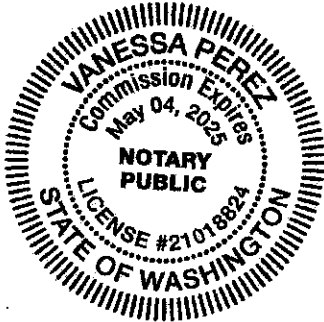
Vanessa Perez  
Notary Public in and for the State of Washington  
residing at PASCO, WA

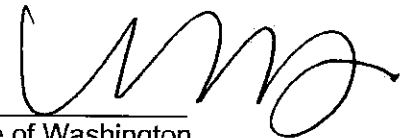
My Commission Expires: May 04<sup>th</sup> 2025

STATE OF WASHINGTON )  
: ss  
COUNTY OF BENTON )

On this 6<sup>th</sup> day of March, 2024, personally appeared before me David Magaña, to me known to be the Manager of 1025 Park Ave, LLC a Washington limited liability company, the Company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



Vanessa Perez   
Notary Public in and for the State of Washington  
residing at PASCO, WA

My Commission Expires: May 04<sup>th</sup> 2025

## EXHIBIT INDEX

Exhibit A:	Property Legal Description
Exhibit B:	Unit Data; Allocated Expenses
Exhibit C:	Limited Common Areas

**EXHIBIT "A"**  
**Real Property Legal Description**

That portion of Short Plat No. 172, lying with the following described legal:

Parcel B and the south 50 feet of Parcel A, Short Plat No. 172, according to the Survey thereof, recorded April 9, 1976, under Auditor's File No. 700202, records of Benton County, Washington.

Together with Lot 1, Short Plat No. 2288, according to the Survey thereof recorded February 11, 1997, under Auditor's File No. 0023838.

Except: the North 134.01 feet of the East 75.00 feet.

Tax Parcel No.: 111841012288006

**EXHIBIT "B"**  
**Unit Data; Allocated Interest**

UNIT	BUILDING	ADDRESS	SQ. FT.	BATH	BED	LEVELS	ALLOCATED INTEREST
1	1	1027 Park Ave.	2,062	2.5	3	2	1/16
2	2	915 Hidden Lane	2,068	2.5	3	2	1/16
3	3	916 Hidden Lane	2,076	2.5	3	2	1/16
4	3	920 Hidden Lane	2,084	2.5	3	2	1/16
5	4	924 Hidden Lane	2,086	2.5	3	2	1/16
6	4	928 Hidden Lane	2,088	2.5	3	2	1/16
7	5	932 Hidden Lane	2,107	2.5	3	2	1/16
8	5	936 Hidden Lane	2,102	2.5	3	2	1/16
9	6	940 Hidden Lane	2,092	2.5	3	2	1/16
10	6	944 Hidden Lane	2,090	2.5	3	2	1/16
11	7	931 Hidden Lane	2,094	2.5	3	2	1/16
12	7	935 Hidden Lane	2,090	2.5	3	2	1/16
13	8	947 Hidden Lane	2,092	2.5	3	2	1/16
14	8	951 Hidden Lane	2,094	2.5	3	2	1/16
15	9	955 Hidden Lane	2,094	2.5	3	2	1/16
16	9	959 Hidden Lane	2,090	2.5	3	2	1/16



**EXHIBIT "C"**  
**Limited Common Areas**

The driveway and patio attached to each Unit's are Limited Common Areas appurtenant to such Unit. Only the Unit Owner may use the driveway and patio and the Unit Owner is responsible for the upkeep and maintenance of the driveway and patio in accordance with Section 4.2.5 of this Declaration. A Unit Owner must obtain approval from the Design Review Committee prior to repairing or replacing the pavement of the driveway or patio or making any material modifications to the driveway or patio in accordance with Section 4.1.2 of this Declaration.