

COVENANTS CONDITIONS & RESTRICTIONS

NOVEMBER 1993

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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR IVY GLADES RESIDENTIAL SUBDIVISION

THIS DECLARATION is executed this 27 day of October, 1993, by the undersigned, hereafter referred to as "declarant". Declarant is the owner in fee simple of that certain real property situated in the County of Franklin, State of Washington, legally described in the attached Exhibit "A", a duly recorded subdivision of Franklin County, Washington. This property is referred to herein as "the property." This property is referred to in the Design Committee Rules as the "Ivy Glades development."

I.

It is the desire and intention of the declarant to subdivide and develop the property, and to impose upon the property the same mutually beneficial restrictions, covenants, and conditions, as contained herein.

II.

Violations of these covenants by any of the parties, their heirs, successors, or assigns shall be immediately prosecuted, and the violators shall be required to cease violation, pay damages, pay all attorney's fees and costs, and refrain from any future violations. Any violation or attempted violation of the following covenants shall be unlawful and will be prosecuted at law or in equity by the declarant, the homeowner's association, or any member thereof. The covenants and clauses herein are severable, and invalidation of any covenant, clause or other part hereof shall not effect any of the other parts which shall remain in full force and effect.

III.

Declarant hereby declares that the property is now held, and in the future shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved, subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of the plan for the improvement, subdivision, sale, use and resale of the property. The purpose of these covenants is to enhance and perfect value, desirability, and attractiveness of the property and every portion thereof.

IV.

All limitations, easements, restrictions, conditions and covenants shall run with the property and shall be binding upon all parties having, or in the future acquiring, any right, title or interest in the property, or any part thereof, and shall be for the benefit of each owner of all or any portions of the property or any interest therein and shall inure to the benefit of and be binding upon each successor in interest to the present owners thereof.

V.

Declarant must approve all proposed construction and landscaping in the property, by finding that the same is in compliance with these covenants before construction commences. Declarant shall not have the right to waive any conditions of these covenants, and failure to secure approval by the declarant will be deemed a violation. Any construction activity without such

approval will be enjoined and damages and attorney's fees collected for such violation.

VI.

Declarant has adopted, or will adopt, Design Committee Rules for the property pertaining to architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features which shall be used for all improvements on the property. A copy of the initial Design Committee Rules are attached hereto and incorporated herein by reference. The Design Committee Rules may be amended at any time, and each property owner is responsible for complying with the latest amended Design Committee Rules. Such Design Committee Rules shall not be in derogation of the minimum standards required by this declaration. The latest amended Design Committee Rules are available for inspection at declarant's place of business, or at such other location as declarant may from time to time decide. All owners agree that the property will not be transferred, rented or sold, except by earnest money agreements, contracts, and/or deeds containing statements that both grantor and grantee have:

- A. Read and understood these covenants and agreed to be bound by all terms and conditions therein contained; and
- B. Agree not to construct, repair or maintain the property without reviewing the Design Committee Rules and approvals as to applicable architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features as to all improvements.

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VII.

In the event of a conflict between this declaration and the applicable rules and regulations of Franklin County, the State of Washington, or other governmental entity, the more restrictive requirement shall apply.

VIII.

The following restrictions are adopted:

A. No construction or landscaping shall commence on any lot prior to the written approval for any plans and specifications involving structures, driveways, walkways, parking and landscaping. All plans must be signed by the declarant showing approval;

B. All improvements on a lot shall be maintained by the lot owner in good condition and repair;

C. Any dwelling or other structure erected or placed on the designated property shall be completed as to external appearance, including finished painting, shall be connected to public water and sewer system, and shall have final building inspection approval within eight (8) months of commencement of construction. Construction must commence within five (5) years after purchase of a lot. Landscaping visible from the street shall be completed within six (6) months after the final building inspection of the dwelling unit. If the construction has not commenced five (5) years after the first sale of the lot by the declarant, the lot purchaser may seek an extension for cause from the declarant. While the property lies vacant, the owner shall maintain the property in a

cleared and attractive manner. The owner will still share in the cost of association maintenance, while the property lies vacant;

D. No mobile home, nor preassembled home, shall be erected, placed or allow to remain upon any lot;

E. No trade, business, manufacturing or commercial enterprise of any kind shall be maintained, conducted or operated upon, in front of, or in connection with any lot or other portion of the property without the express written approval of the declarant. Nevertheless, the declarant may conduct promotion, advertising, and selling activities on the property as long as the declarant owns one (1) or more lot;

F. Set back requirements shall be in accordance with the county code;

G. No dwelling, building, exterior finishing, exterior building color, wall, patio, roof, pool or other improvement visible from the street shall be erected, placed, altered, modified or changed on any lot, and no landscaping, paving, or other similar improvement visible from the street shall be altered, modified or changed, except after written approval of the declarant;

H. No partially completed structure, nor any structure of a temporary character, shall be allowed on any lot at any time;

I. The owner of each lot shall, in accordance with the Design Committee Rules, maintain the landscaping on the lot in excellent condition, including the removal of weeds, watering, trimming and mowing of vegetation. All landscaping and vegetation must be serviced by underground sprinklers. The cost of installing the

sprinkler system on each lot shall be the lot owner's responsibility. The Design Committee shall have the right to require the lot owner to have and maintain a minimum amount of valves for a sprinkler system;

J. No fence, hedge, wall, or other dividing or sight-obscuring barrier shall be erected or maintained on any lot line;

K. No gas, oil, mineral, quarry or gravel mining operation shall be permitted on any part of the property;

L. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, birds, or other small household pets may be kept if they are not kept, bred or maintained for any commercial purpose. No such animal shall be permitted outside of the lot of the owner of the animal, unless the animal is under the control of a responsible person by means of a leash or other reasonable restraint. An electric underground system is encouraged for keeping pets within the lot of the pet's owner;

M. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in covered sanitary containers. All incinerators, trash containers, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in a location so as not to be visible from any street or neighboring property, except as required for collection;

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N. No device used for sports or other activities visible from the street shall be allowed to remain in an unmaintained or unsightly condition;

O. No sign shall be displayed to the public view on any lot or structure, except the following:

1. Any sign installed by declarant to identify a neighborhood as a whole, and any replacement sign thereof;
2. Any sign used by declarant in connection with the promotion, marketing, renting or sale of lots in the designated property;
3. Any sign required to be installed or maintained by legal proceedings, ordinance or statute;
4. Any window sign for safety or security purposes;
5. Not more than one (1) sign, no larger than four (4) square feet in area, advertising the lot for sale; and
6. Not more than one (1) sign of a temporary nature, not more than four (4) square feet in area, publicizing a political cause or candidate.

P. No noxious or harmful activity or condition shall be carried on or allowed to exist upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the designated property. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a residential lot. No owner shall permit any thing or condition to exist upon his lot

or unit which shall contain, breed or harbor infectious plant diseases or noxious insects;

Q. No recreational vehicle, trailer, vehicle offensive to sight, construction vehicle or equipment, commercial vehicle or equipment, or other equipment, truck, bus, boat, inoperable vehicle or similar object shall be stored, parked or kept on the lot or in the street in front of the lot. Temporary parking will be allowed for loading an unloading of such a vehicle, but the parking shall not exceed twenty-four (24) hours;

R. An owner shall be entitled to rent a dwelling unit situated on a lot, provided that the owner shall at all times be responsible for the tenant's compliance with all of the provisions of this declaration. Each tenant shall be provided by the owner with a copy of this declaration;

S. No exterior or above-ground antenna, satellite dish, line, wire or other device for the communication or transmission of electrical current or power, including telephone, television and radio signals shall be constructed, placed or maintained anywhere in or upon any lot without the written approval of declarant;

T. No outside clothes drying or airing facility shall be maintained on any lot unless properly concealed or screened from public view;

U. There shall be no outdoor fires within the property, except incinerators, barbecue and patio fires contained within the receptacle designed for such purpose;

V. No residential lot in the property may be permanently occupied by more than two (2) persons for each bedroom in the dwelling;

W. All lots are restricted to family residences only, and all asylums, communes, alternate living arrangements, group homes, halfway houses, social agency homes, nursing homes, mental health homes, hospitals, sanitariums, convalescent homes, old age homes, boarding homes, criminal rehabilitative homes, or like or similar lot uses are prohibited; and

X. No out structures, such as, but not limited to, dog houses, sheds, barns, and dog runs shall be placed on any lot.

IX.

Each and every covenant, restriction, reservation and servitude contained herein shall be considered an independent and separate covenant and agreement. In the event any one (1) or more of such covenants, restrictions, reservations or servitudes shall, for any reason, be held to be invalid or unenforceable, all of the remaining covenants, restrictions, reservations and servitudes shall, nevertheless, remain in full force in effect.

X.

Declarant shall later, but not until there is at least a minimum of thirty (30) property owners, establish a homeowner's association for the below listed purposes. At that time, the declarant shall pass, transfer, and assign all rights and duties of the declarant to the board of directors of the homeowner's association. The homeowner's association shall be a non-profit,

unincorporated association organized and existent under the laws of the State of Washington. These covenants shall be under the jurisdiction of the homeowner's association board of directors.

XI.

The homeowner's association shall operate through the board of directors which shall have all powers. All voting rights and control of the association shall be in the board of directors. All property owners in the property shall be members of the homeowner's association. The members of the homeowner's association shall be subject to the rules and regulations of the association and subject to these covenants. Members of the homeowner's association shall have no voting rights and exercise no control over the association. The board of directors of the homeowner's association shall serve in the three (3) year terms. A board of director may serve more than one (1) term. Members of the board of directors shall be elected by majority vote. Each lot, no matter how many co-owners own the lot, shall be entitled to one (1) vote.

XII.

The purposes and powers of the homeowner's association which are to be exercised by its board of directors are the following:

A. To operate an architectural review committee for insuring that construction and maintenance of improvements within the property is in accordance with these covenants and the Design Committee Rules;

B. To own, maintain, manage and regulate for the benefit of the designated property all common areas and facilities;

C. To manage, regulate, and control the construction and the maintenance of the landscaping within the property to insure compliance with these covenants and the Design Committee Rules;

D. To manage the orderly development, improvement, sales and living environment of the property;

E. To adopt and publish rules and regulations governing the use of the property and the personal conduct of the members or their guests thereon, and to establish penalties for the infraction of the rules; and

F. To assess all property owners, on an equitable basis, for the construction, maintenance, and improvement of common areas, areas adjacent to the development, and facilities, and for the operation of the homeowner's association.

XIII.

All powers necessary for carrying out the above purposes is hereby granted to the homeowner's association board of directors, and each member, by purchasing property or an interest in the property, hereby agrees to be bound by the decisions, rules and regulations of the homeowner's association board of directors. All purchasers of property additionally agree that they will not sell the property without obtaining a similar acknowledgement from the prospective buyers. All transfers of possession or ownership of property must be disclosed to the homeowner's board of directors.

XIV.

In addition to any other remedies listed herein or provided by law, the homeowner's association board of directors, or any member,

may enforce the obligations of the owners and members by filing a suit in law or equity in the Superior Court of the State of Washington, in and for Franklin County. The Franklin County Superior Court shall have exclusive venue for all actions under this declaration, including the Design Committee Rules. In the event any action is brought to enforce this declaration or the Design Committee Rules, the homeowner's association shall be entitled to an award of court costs and reasonable attorney's fees. The declarant and all property owners agree that violation of these covenants damages all owners and the damages are difficult to assess. Therefore, the declarant and all property owners agree that a liquidated damage clause is reasonable in the event of a violation of these covenants. It is agreed that any violation of the covenants herein established shall bear damages of \$50.00 per day for each violation.

XV.

The homeowner's association board of directors shall have the right and power to delegate any of its powers to such committees, officers, or employees as it deems necessary and proper. The homeowner's board of directors shall have the power from time to time, and subject to the provisions of this declaration, to adopt, amend, and repeal rules and regulations.

XVI.

No member of the homeowner's association board of directors shall be personally liable to the association, its members, or to any other person, including the declarant, for any error, omission,

negligence, or other act, provided that the board member has acted in good faith upon the basis of such information as may be possessed by or available to him. The association, as a whole, hereby agrees to indemnify and defend the board of directors, and each director thereon, as to all causes of action brought against the board or a director for omissions, actions or negligence in conducting association affairs.

XVII.

Each lot is hereby declared to have an easement over all adjoining lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a structure, or any other similar cause, and any encroachment due to building or balcony overhang or projection. There shall be valid easements for the maintenance of the encroachments so long as they shall exist, and the rights and obligations of owners shall not be altered in any way by the encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner. In the event a structure on any lot is partially or totally destroyed or in need of maintenance, the owner of each lot agrees that minor encroachments over adjoining lots shall be permitted, and that there shall be valid easements for the maintenance of the encroachments so long as they shall exist.

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XVIII.

There are hereby reserved to the declarant and the homeowner's association board of directors such easements as are necessary to perform the duties and obligations as set forth in this declaration, or in the by-laws, articles or rules of the association.

XIX.

This declaration shall run with the land be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date of recording thereof. After forty (40) years, this declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument terminating this declaration, and signed by the then owners of a majority of the lots in the property, has been recorded prior to the beginning of the respective ten (10) year period.

XX.

The declarant may use any of the lots within the property for model home sites and incidental parking, and for any other purpose for which the declarant deems necessary to carry out this declaration.

XXI.

Until the homeowner's association is formed, the declarant shall have the right to possess and own all common areas and facilities. The declarant, until the homeowner's association is formed, shall also have the right to assess all property owners, on

an equitable basis, for the construction, maintenance, and improvement of common areas and facilities.

XXII.

In the event a property owner does not timely pay an assessment made by the declarant or the homeowner's association board of directors, interest shall accrue on the assessment at the rate of twelve percent (12%) per annum. Also, in the event a property owner does not timely pay an assessment, the homeowner's association or declarant shall have the right to institute suit in Franklin County to collect the assessment. In the event suit is instituted, the homeowner's association or declarant shall be entitled to an award of court costs and reasonable attorney's fees.

XXIII.

In the event a property owner does not timely pay an assessment, a lien may be placed on his or her property. Such lien shall encumber the property upon recording, with the Franklin County auditor, of a notice of lien. A copy of the notice of lien shall be sent to the property owner. The lien shall have no priority over previously recorded mortgages or liens. Each property owner, by the purchase of the property, hereby submits to the filing of any such lien.

XXIV.

Excluded from the provisions of this declaration is the section of property in the northeast corner of the property, which
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is devoted by the declarant to commercial purposes. That property is legally described in the attached Exhibit "B".

DATED the day and year first above written.

DECLARANT:

H/J DEVELOPMENT GROUP :
LIMITED PARTNERSHIP

BY [Signature]
ED HENDLER
General Partner

BY [Signature]
JAY HENDLER
General Partner

STATE OF WASHINGTON)
COUNTY OF Franklin) ss.

On this day personally appeared before me ED HENDLER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 27 day of October, 19 93.

George Jeanis
Notary Public in and for the
State of Washington,
residing at Paris

Washington
STATE OF CALIFORNIA)
COUNTY OF Franklin) ss.

On this day personally appeared before me JAY HENDLER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 27 day of October, 19 93.

George Jeanis
Notary Public in and for the
State of California Washington
residing at Paris

*On 10/27, I spoke with Jay
Hendler by phone who authorized
Ed to sign on Jay's behalf*

DECLARATION - Page 16